

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

DATE: 02/24/2015
CONTRACT #: 8001680
CONTRACT FOR: Fire Suppression System Testing and Inspection Services
NIGP CODE: 936-3376
CONTRACTOR: Avon Street Sprinkler Systems, Inc. **VENDOR CODE #:** 255207

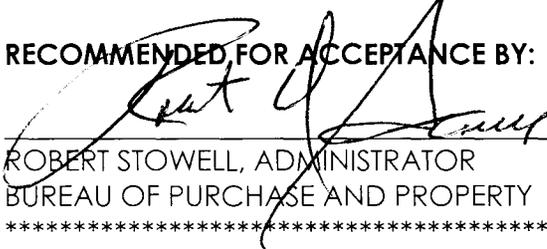
SUBMITTED FOR ACCEPTANCE BY:



DANIELLE RUEST, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 2/24/15

RECOMMENDED FOR ACCEPTANCE BY:



ROBERT STOWELL, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

DATE 2/24/15

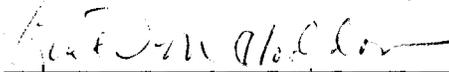
ENDORSED FOR ACCEPTANCE BY:



LISA M. POLLARD, DIRECTOR
PROCUREMENT & SUPPORT SERVICES

DATE 2-24-15

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



LINDA M. HODGDON, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 2/25/15

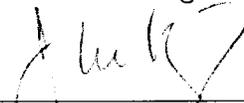
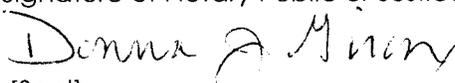
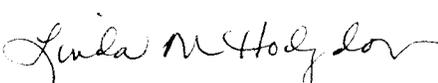
NOTE: This contract is to provide Fire Suppression System Testing and Inspection Services as a result of Bid 1714-15. The prior contracts had a total annual spend of approximately \$166,000. If approved, this contract will be in effect from March 1, 2015 through February 28, 2018.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Avon Street Sprinkler Systems		1.4 Contractor Address PO Box 1285 Lewiston, ME 04243-1285	
1.5 Contractor Phone Number 207-782-0104	1.6 Account Number	1.7 Completion Date February 28, 2018	1.8 Price Limitation \$499,500.00
1.9 Contracting Officer for State Agency Danielle Ruest, Purchasing Agent		1.10 State Agency Telephone Number 603-271-2201 x227	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory James Karapetis President	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>Androscoggin</u> On <u>Feb 20, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace DONNA J. GIROUX Notary Public, Maine My Commission Expires November 21, 2016			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 sub-contractor 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subContracted by the Contractor without the prior written 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 sub-contractor 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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 sub-contractor 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 sub-contractor 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.

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

PURPOSE

Avon Street Sprinkler Systems (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire with Fire Suppression System Testing and Inspection Services in accordance with NH State Proposal Bid 1714-15 and described herein.

TERM

This Contract will commence on March 1, 2015, and terminate on February 28, 2018. This agreement may be extended for additional periods under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the with the approval of the Commissioner of the Department of Administrative Services, but not to exceed five years in total.

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

SCOPE OF WORK

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, at the locations and other agencies/locations as needed for the entire State of New Hampshire in Appendix A.

Fire Suppression System Testing and Inspection Services shall be completed in a reasonable time frame as mutually agreed upon with agency and Contractor. The Contractor shall submit a proposed schedule to the state agency requesting services at each facility at least ten (10) days prior to each period.

1. 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 listed in Appendix A attached herein.

The fire suppression system testing and inspection services to be performed as described above shall consist of the following:

- a. Quarterly inspections and testing, as required by the applicable National Fire Protection Association ("NFPA") standards, manufacturer recommendations, and state/local codes.
 - b. 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.
 - c. Annual Fire Pump Testing, electric and diesel
 - d. Annual Backflow Device testing
 - e. 3-year Full trip tests, as required
 - f. 5-year Internal Obstruction inspections, as required
2. The Contractor shall provide the following fire suppression system services, on a quarterly basis (unless otherwise noted), as described herein:
 - a. Inspect and test the systems to determine whether it is in service and in satisfactory condition in accordance with NFPA 25 standards

- b. Identify potentially detrimental site conditions that could compromise the performance of mechanical and/or electronic components of the system.
 - c. Inspect from floor level for adequate clearance and condition of the sprinkler heads to allow for proper distribution and activation in accordance with NFPA 25 5.2.
 - d. Inspect the sprinkler control valves for proper position, general condition, accessibility and appropriate signage.
 - e. Inspect and perform required water flow tests for each system from main drain and inspector's test valve, weather permitting. In case of inclement weather, technician shall reschedule for earliest possible date.
 - f. Perform visual backflow prevention assembly inspection on fire protection backflow assembly valves.
 - g. Drain the known auxiliary drains. The State is responsible for supplying the number of auxiliary drains as well as their location within the building.
 - h. Inspect the Fire Department connection couplings, caps, threads and clappers, check valves and drains.
 - i. Inspect and test the fire sprinkler system alarm components for satisfactory condition and operation.
 - j. Check the reserve supply of sprinkler heads.
 - k. Inspect the general condition of visible and accessible sprinkler system piping, hangers, drain valves, gauges and related equipment
 - l. If applicable, inspect and test the operation of system air compressors for proper activation and cutoff.
 - m. If applicable, inspect the deluge or pre-action valves according to the manufacturer's specifications, including the interior checks of the valve body, clapper, clapper facings and latching mechanism.
 - n. If applicable, clean pilot lines and solenoid strainers thoroughly.
 - o. If applicable, disassemble the solenoid release, and inspect and clean the interior.
 - p. Test all low-pressure alarms, supervisory circuits and auxiliary functions for proper operation.
 - q. Inquire about changes in building status that may affect the performance or reliability of the fire sprinkler system, including any obstructions.
 - r. Inquire about changes or modifications made to the fire sprinkler system.
 - s. Inquire about the Customer's general storage and stock arrangements for combustibles in relation to fire sprinkler system protection.
 - t. Tag devices as required and perform all required record keeping.
 - u. Compile a complete report of the inspection, and submit to the Business Administrator or his/her designated representative within ten (10) working days, explaining any deficiencies and recommending correction to be taken in accordance with recognized codes for care and maintenance.
 - v. Familiarize the Customer with proper operation of the equipment.
 - w. See attached Appendix A for inventory.
3. The Contractor shall provide the following fire pump inspection and testing services, as described herein:
- a. Inspect and test the pump systems annually to determine whether it is in service and satisfactory condition in accordance with Chapter 8 of NFPA 25 standards, to include:
 - i. Inspect the pump shaft end play.
 - ii. Inspect accuracy of pressure gauges and sensors.
 - iii. Inspect pump coupling alignment.
 - iv. If applicable, suction screens, in accordance with NFPA 25, 8.3.3.7.

- v. If applicable, operate manual starting means (electrical).
 - vi. If applicable, inspect and operate emergency manual starting means (without power).
 - vii. Inspect the electrical components where applicable.
 - viii. If applicable, lubricate mechanical moving parts (excluding starters and relays).
 - ix. Inspect for corrosion on printed circuit boards, cracked cable/wire insulation, leaks in plumbing parts, and/or any signs of water on electrical parts.
 - x. Test pump operation, no flow condition, flow condition, and fire pump alarm signals.
 - xi. Fire pump flow curve and verify fire pump curve is in line with manufacturer specifications
- b. Tag devices as required and perform all required record keeping.
 - c. Compile a complete report of the inspection, and submit to the Business Administrator or his/her designated representative within ten (10) working days, explaining any deficiencies and recommending correction to be taken in accordance with recognized codes for care and maintenance.
 - d. Familiarize the Customer with proper operation of the equipment.
 - e. See attached Appendix A for inventory.
4. The Contractor shall promptly report all deficiencies to the Business Administrator or his/her designated representative. Request to repair and/or replace parts shall be approved in advance by the Business Administrator 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 supply the State with invoices from suppliers documenting the Contractor's cost.
 5. The Contractor shall make service available twenty-hour (24) hours per day, seven (7) days per week. Normal system testing and inspections shall occur on Monday through Friday during normal State business hours. The Contractor shall be paid for service work that is required. The Contractor shall employ a sufficient number of trained technicians so that all service calls are answered promptly. The Contractor shall respond to the State by telephone to all service calls within fifteen (15) minutes of report of occurrence. The Contractor shall physically respond to the site within four (4) hours after report of occurrence except Coos County. Coos County acceptable response time is six (6) hours.
 6. 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. 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 if the Contractor does not respond as detailed above. These charges will be deducted from payments that are due the Contractor.
 7. 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.
 8. The Contractor shall perform all of their own maintenance. Sub-contractors will only be allowed upon receiving written approval in advance from the Business Administrator or his/her designated representative. The Contractor must provide a list of proposed sub-contractor's that they plan to

utilize with this bid. Said sub-contractors must meet the minimum experience requirements as detailed herein.

9. The Contractor shall, in performing the services as described herein, maintain or have readily available spare parts to support the described systems at the Contractor's cost throughout the duration of the Contract.
10. The Contractor shall provide only replacement parts that are new and of the same quality and brand name as that being replaced. Substitutions will be permitted only with prior authorization of the Business Administrator or his/her designated representative.
11. 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.
12. 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.
13. 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.
14. All services shall comply with applicable standards as set forth by the National Fire Protection Association (NFPA) and any state or local fire codes.
15. The State reserves the right to require the Contractor to train, counsel or reassign any employee whose actions or appearance are not consistent with the standards of the State and in the best interest of the customers utilizing the Contractor services.
16. 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.

All testing and inspection services performed under this Contract(s) 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 Contract(s)ing 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 the building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall place 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 State may require the Contractor to dismiss from the work such employees as it deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work deemed to be contrary to the public interest or inconsistent with the best interest of security.

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 shall furnish all personnel with uniforms, which shall be neat and clean in appearance with picture identification that is visible at all times.

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

WARRANTY REQUIREMENTS:

The successful Contractor shall be required to warranty all of the equipment awarded for a period of not less than the manufacturer's United States warranty standard period of time or standard number of years indicated by manufacturer, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

OBLIGATIONS and LIABILITY OF THE CONTRACTOR:

The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this Contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this Contract(s) and also in accordance with Contract(s) drawings.

The Contractor shall take all responsibility for the work under this Contract(s); for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

Damage

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

Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transactions

The Contractor certifies, by submission 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.

Confidentiality & Criminal Record

If Applicable, by the using agency, the Contractor and their employees and Sub-contractors will be required to sign and submit a CONFIDENTIAL NATURE OF DEPARTMENT RECORDS FORM, and a CRIMINAL AUTHORIZATION RECORDS FORM. Forms to be provided by the using agency, prior to any work being done.

EXHIBIT B

CONTRACT PRICE

The Contractor hereby agrees to provide Fire Suppression System Testing and Inspection Services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed price of \$499,500.00; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date of March 1, 2015 through the expiration date set as February 28, 2018.

PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days. The quoted hourly rates shall not exceed the rates established under this Contract.

TOWN/CITY	FACILITY NAME	COST PER YEAR
Department of Corrections/NH State Prison (Mens)		
Concord	H-BUILDING	\$ 300.00
Concord	BLDG 1 & 2	\$ 300.00
Concord	BLDG. A	\$ 300.00
Concord	BOILER ROOM	\$ 300.00
Concord	OLD BR # 4	\$ 300.00
Concord	OLD BR #3	\$ 300.00
Concord	AUTO BODY	\$ 300.00
Concord	MCS	\$ 300.00
Concord	NEH	\$ 300.00
Concord	GYM	\$ 300.00
Concord	BLDG. B	\$ 300.00
Concord	AUTO MECHANIC	\$ 300.00
Concord	OLD BR # 4	\$ 300.00
Concord	WAREHOUSE	\$ 300.00
Concord	MSU	\$ 300.00
Concord	MSU	\$ 300.00
Concord	SHU	\$ 300.00
Concord	MCN	\$ 300.00
Concord	ADMINISTRATION	\$ 300.00
Concord	NEH	\$ 300.00
Concord	OLD BR	\$ 300.00
Concord	CALUMET	\$ 600.00

Concord	SHEA FARM	\$ 420.00
Concord	SHEA FARM BARN	\$ 420.00
Concord	ADMINISTRATION	\$ 300.00
Concord	CONCORD DO	\$ 420.00
Concord	FARM	\$ 420.00
Concord	RETAIL STORE	\$ 600.00
Concord	WELDING	\$ 600.00
NH Police Standards & Training		
Concord	Main building	\$ 360.00
Concord	Dorm area	\$ 280.00
Concord	Tactical Center	\$ 280.00
Safety Warehouse		
Concord	Warehouse	\$ 320.00
NH Fish & Game		
Concord	NHFG	\$ 300.00
Concord	NHFG	\$ 440.00
Concord	NHFG	\$ 440.00
New Hampton	NHFG	\$ 440.00
Durham	NHFG	\$ 440.00
Department of Safety / Marine Patrol		
Belmont	Storage/ BE	\$ 340.00
Department of Corrections/NHNCF		
Berlin	A	\$ 480.00
Berlin	B	\$ 480.00
Berlin	C	\$ 480.00
Berlin	D	\$ 480.00
Berlin	MAINTENANCE	\$ 480.00
Department of Corrections/NH State Prison (Womens)		
Goffstown	NHSP/W	\$ 340.00
Goffstown	NHSP/W BOILER PLANT	\$ 340.00
Department of Corrections/Lakes Region Facility - CLOSED		
Laconia	Quimby Bldg	\$ 728.00
Laconia	Administration Bldg	\$ 728.00
Laconia	Rice Bldg	\$ 728.00
Laconia	Speare Bldg	\$ 728.00

Laconia	Spaulding Bldg	\$ 728.00
Laconia	Powell Bldg	\$ 728.00
Laconia	Murphy Wing	\$ 728.00
Laconia	Dube Bldg	\$ 728.00
Laconia	Warehouse Bldg	\$ 728.00
Laconia	Laundry	\$ 728.00
NH Hospital		
Concord	NH Hospital	\$ 520.00
Concord	NH Hospital	\$ 320.00
Concord	NH Hospital	\$ 440.00
Concord	NH Hospital	\$ 440.00
Concord	NH Hospital	\$ 1,040.00
Concord	NH Hospital	\$ 440.00
NH Veterans Home		
Tilton	Welch	\$ 600.00
Tilton	Tarr North	\$ 600.00
Tilton	Ledu	\$ 300.00
Tilton	Tarr South	\$ 440.00
Tilton	Tarr South	\$ 300.00
Tilton	Grounds	\$ 800.00
Tilton	The Great Room	\$ 300.00
Tilton	Maintenance	\$ 300.00
Tilton	Maintenance	\$ 600.00
Glenclyff Home		
Benton	LaMott Wing	\$ 1,200.00
Benton	LaMott Wing	\$ 400.00
Benton	Brown Bldg	\$ 500.00
Benton	Admin Bldg	\$ 500.00
Benton	Service Bldg	\$ 500.00
Benton	Bio-Mass Power Plant	\$ 500.00
Employment Security		
Claremont	NHES Claremont	\$ 1,260.00
Concord	NHES Concord	\$ 300.00
Conway	NHES Conway	\$ 440.00
Manchester	NHES Manchester	\$ 300.00

Manchester	NHES Manchester	\$ 300.00
Nashua	NHES Nashua	\$ 300.00
Portsmouth	NHES Portsmouth	\$ 300.00
Salem	NHES Salem	\$ 440.00
Somersworth	NHES Somersworth	\$ 440.00
Concord	NHES Concord/Tobey Building	\$ 1,700.00
DHHS/DJJS		
Manchester	Stark House	\$ 440.00
Manchester	Spaulding	\$ 300.00
Manchester	SYSC	\$ 2,400.00
The Adjutant General's Department		
Concord	State Military Reservation State Maint Blg F	\$ 440.00
Concord	State Military Reservation Joint Force HQ Blg 1	\$ 200.00
Concord	State Military Reservation Org Maint Blg A	\$ 200.00
Concord	State Military Reservation Org Maint Blg L	\$ 200.00
Concord	Army Aviation Support Fac Hangar Blg	\$ 2,800.00
Concord	Army Aviation Support Fac Hangar Blg Fuel Truck Bld.	\$ 440.00
Concord	State Military Reservation Org Maint Blg G	\$ 440.00
Concord	State Military Reservation Comb Support Maint Blg H	\$ 200.00
Liquor Commission		
W Chesterfield	W Chesterfield #2	\$ 1,120.00
Concord	Headquarters	\$ 440.00
Concord	Headquarters	\$ 300.00
Concord	Headquarters/IT Dept Room	\$ 300.00
Keene	Keene Store #15	\$ 440.00
Salem	Salem Store #34	\$ 440.00
Portsmouth	Portsmouth Store #38	\$ 440.00
Nashua	Nashua Store #69	\$ 600.00
Department of Resources and Economic Development		
Franconia	Brookside Learning Center	\$ 800.00
Franconia	Tramway Valley Station	\$ 600.00
Franconia	Tramway Mountain Station	\$ 600.00
Franconia	Flume Visitors Center	\$ 1,600.00
Sargents Purchase	Sherman Adams Building	\$ 800.00
Sargents Purchase	Sherman Adams Building	\$ 800.00

Portsmouth	Forestry Learning Center	\$ 600.00
Hampton	Hampton Seashell Complex, Hampton Beach Park	\$ 1,000.00
Department of Transportation / Bureau of Traffic		
Concord	NH DOT; Bureau of Traffic - Building A	\$ 300.00
Concord	NH DOT; Bureau of Traffic - Building B	\$ 300.00
Concord	NH DOT; Bureau of Traffic - Building D	\$ 300.00
Department of Information Technology		
Concord	Nash Building	\$ 440.00
Department of Safety/Div of Fire Standards & Training & Emergency Medical Services		
Concord	Richard Flynn Fire Academy	\$ 320.00
Concord	New Dorm	\$ 320.00
Concord	Old Dorm	\$ 320.00
Concord	Maintenance Bldg	\$ 440.00
Concord	ARFF Bldg	\$ 320.00
Concord	Fire Station	\$ 320.00
Bureau of Court Facilities		
Lancaster	Coos County Superior Court	\$ 1,200.00
Ossipee	Carroll County Superior Court	\$ 300.00
Concord	Concord District Court	\$ 300.00
Derry	Derry District Court	\$ 300.00
Dover	Dover District Court	\$ 600.00
Franklin	Franklin District Court	\$ 300.00
Manchester	Hillsborough County Superior Court (North)	\$ 600.00
Nashua	Hillsborough County Superior Court (South)	\$ 800.00
Jaffrey	Jaffrey Peterborough District Court	\$ 600.00
Laconia	Laconia District Court	\$ 700.00
Lebanon	Lebanon District Court	\$ 600.00
Manchester	Manchester District Court	\$ 300.00
Merrimack	Merrimack Circuit Court	\$ 600.00
Conway	Northern Carroll District Court	\$ 520.00
Plymouth	Plymouth District Court	\$ 720.00
Brentwood	Rockingham County Superior Court	\$ 900.00
Rochester	Rochester District Court	\$ 800.00
Bureau of Facilities & Assets Management		
Concord	Thayer Building	\$ 500.00

Concord	Thayer Building	\$ 500.00
Concord	Main Building	\$ 1,900.00
Concord	Main Building	\$ 800.00
Concord	Main Building	\$ 1,400.00
Concord	Bancroft Building	\$ 300.00
Concord	Annex 1 Building	\$ 600.00
Concord	Dolloff Building	\$ 300.00
Concord	Brown Building	\$ 300.00
Concord	Anna Philbrook	\$ 300.00
Concord	Anna Philbrook	\$ 440.00
Concord	Paint/Carpentry Shop	\$ 440.00
Bureau of General Services		
Concord	Health & Human Services	\$ 1,200.00
Concord	Department of Information Technology	\$ 300.00
Concord	Safety Building	\$ 800.00
Concord	DMV Building	\$ 600.00
Concord	Morton Building	\$ 480.00
Concord	Administrative Office of the Courts	\$ 440.00
Concord	Department of Justice	\$ 300.00
Concord	Legislative Office Building	\$ 1,400.00
Concord	State House Annex	\$ 400.00
Concord	State House	\$ 600.00
Concord	State Library	\$ 800.00
Concord	Storrs Street Warehouse	\$ 300.00
Concord	Storrs Street Warehouse	\$ 600.00
Concord		\$ 300.00
Concord	Spaulding Hall	\$ 440.00
Concord	Londergan Hall	\$ 440.00
Concord	Johnson Hall	\$ 440.00
Concord	Emergency Operations Center	\$ 300.00
Concord	Emergency Operations Garage	\$ 440.00
Concord	Records and Archives	\$ 800.00
Concord	Mechanical Services	\$ 900.00
Concord	Material & Research	\$ 300.00
Concord	Walker Building	\$ 1,400.00

Concord	Medical and Surgical	\$ 1,200.00
Claremont	Monadnock Mill	\$ 1,200.00
Concord	Christa McAuliffe Discovery Center	\$ 300.00

REPAIR RATE TYPE	RATE PER PERSON PER HOUR
Mon-Fri, Normal State Business Hours	\$ 79.00
Mon-Fri, Outside of Normal Business Hours	\$ 115.00
Saturday Rate	\$ 115.00
Sunday Rate	\$ 135.00
Holiday Rate	\$ 135.00

INSPECTION/TEST TYPE	PRICE PER TEST
5-year internal obstruction investigation, per system	\$ 350.00
3-year full trip test, per system	\$ 600.00
Backflow Testing, per device	\$ 40.00

INVOICE

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

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

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

EXHIBIT C

SPECIAL PROVISIONS

1. Delete Paragraph 14.1.1 and substitute the following: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence; and"
2. There are no other special provisions of this contract.

**CLERK'S CERTIFICATE BY VOTE BY
ACTION OF SOLE SHAREHOLDER
OF
SPRINKLER SYSTEMS, INC.**

As Clerk of the corporation, I hereby certify that the following vote was adopted by the corporation, by Consent of its sole shareholder as of February 20, 2015, that the minutes of this action are in my custody, and that they remain in full force and effect.

VOTED: to authorize the corporation, using its New Hampshire registered name of "Avon Street Sprinkler Systems," to enter into an Agreement for fire suppression system testing and inspection services, 1714-15, between Sprinkler Systems, Inc. and the State of New Hampshire Administrative Services, and to authorize its President to sign that Amendment with such other necessary documents.

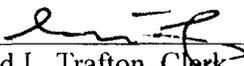
I certify that there exists no restriction or prohibition in the Bylaws, or other corporate documents, in regards to above-described action.

I further certify that the duly elected Officers of the Corporation as of the date hereof are as follows:

OFFICERS

J. Marc Kannegieser, President
Tammy Casey, Vice President – Administration
Donna Giroux, Treasurer
Richard L. Trafton, Clerk

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the corporation as if to a sealed instrument this 20th day of February, 2015.


Richard L. Trafton, Clerk


Feb 20, 2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/21/2015

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 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 THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Jennifer Porter PHONE (A/C No. Ext): (603) 224-2562 FAX (A/C No.): (603) 224-8012 E-MAIL ADDRESS: jporter@rowleyagency.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Admiral Insurance Co.</td> <td>24859</td> </tr> <tr> <td>INSURER B: Cincinnati Ins</td> <td></td> </tr> <tr> <td>INSURER C: Navigators Specialty Ins co</td> <td></td> </tr> <tr> <td>INSURER D: New Hampshire Employers Ins Co</td> <td>13083</td> </tr> <tr> <td>INSURER E: Chubb</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Admiral Insurance Co.	24859	INSURER B: Cincinnati Ins		INSURER C: Navigators Specialty Ins co		INSURER D: New Hampshire Employers Ins Co	13083	INSURER E: Chubb		INSURER F:
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INSURER E: Chubb														
INSURER F:														
INSURED Tri State Fire Protection, LLC 24 Hampshire Drive Hudson NH 03051														

COVERAGES **CERTIFICATE NUMBER:** 15/16 TSP **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	ADDITIONAL SUBROGATION RIGHTS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CA000008386-10	1/23/2015	1/23/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		includes professional liability-1 mill/occ			DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		subject to same aggregate			MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Deductible: \$5,000		Proj agg max of \$5 mill			PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COM/PROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		EBA0176722	1/23/2015	1/23/2016	COMBINED SINGLE LIMIT (Fa accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	IS15EXC8337291C	1/23/2015	1/23/2016	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	0				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Sect 3A States: NH, MA			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	ECC600-4000471-2015A	1/23/2015	1/23/2016	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Crime coverage - 3rd party client covg		8225-6705	1/23/2015	1/23/2016	Limit: \$100,000 Deductible: \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 With respect to the operations performed by the named insured during the policy period. *except 10 days for nonpayment of premium.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Department of Administrative Services Attn: Tammy Nelson or designee 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 Jennifer Porter/JLP <i>Jennifer Porter</i>
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**CLERK'S CERTIFICATE BY VOTE BY
ACTION OF SOLE SHAREHOLDER
OF
SPRINKLER SYSTEMS, INC.**

As Clerk of the corporation, I hereby certify that the following vote was adopted by the corporation, by Consent of its sole shareholder as of February 20, 2015, that the minutes of this action are in my custody, and that they remain in full force and effect.

VOTED: to authorize the corporation, using its New Hampshire registered name of "Avon Street Sprinkler Systems," to enter into an Agreement for fire suppression system testing and inspection services, 1714-15, between Sprinkler Systems, Inc. and the State of New Hampshire Administrative Services, and to authorize its President to sign that Amendment with such other necessary documents.

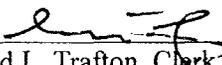
I certify that there exists no restriction or prohibition in the Bylaws, or other corporate documents, in regards to above-described action.

I further certify that the duly elected Officers of the Corporation as of the date hereof are as follows:

OFFICERS

J. Marc Kannegieser, President
Tammy Casey, Vice President – Administration
Donna Giroux, Treasurer
Richard L. Trafton, Clerk

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the corporation as if to a sealed instrument this 20th day of February, 2015.


Richard L. Trafton, Clerk


Feb 20, 2015

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 Sprinkler Systems, Inc. doing business in New Hampshire as Avon Street Sprinkler Systems, a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on January 7, 2014. I further certify that all fees required by the Secretary of State's office have been received.



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 February, A.D. 2015

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

William M. Gardner
Secretary of State