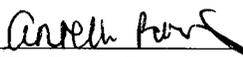


STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 7/20/15
CONTRACT #: 8001817
CONTRACT FOR: Fire Suppression System Testing and Inspection Services, Kitchen & Clean Agent Systems
NIGP CODE: 936-3376
CONTRACTOR: Tri State Fire Protection LLC VENDOR CODE #: 177644

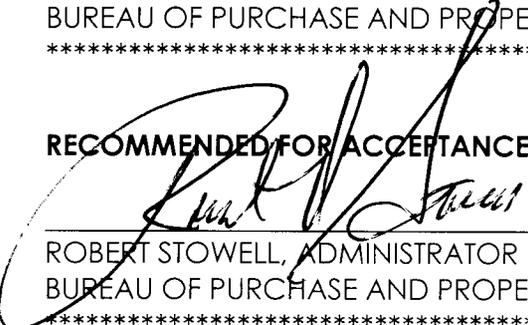
SUBMITTED FOR ACCEPTANCE BY:



DANIELLE RUEST, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 7/20/15

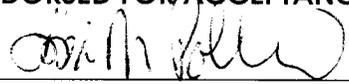
RECOMMENDED FOR ACCEPTANCE BY:



ROBERT STOWELL, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

DATE 7/23/15

ENDORSED FOR ACCEPTANCE BY:



LISA M. POLLARD, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 7-23-15

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



VICKI QUIRAM, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 7/24/15

NOTE: Three year contract for semi-annual testing and inspection of fire suppression systems, kitchen and clean agent. Clean agent bid resulted in a tie bid, and was awarded to vendor with a principal place of business in New Hampshire.

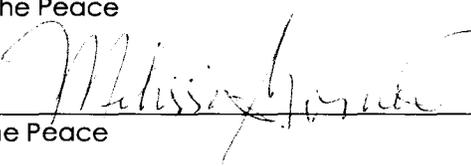
Subject: Fire Suppression System Testing and Inspection Services, Kitchen & Clean Agent

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 Tri State Fire Protection LLC VC# 177644		1.4 Contractor Address 26 Hampshire Drive Hudson, NH 03051	
1.5 Contractor Phone Number 603-293-7531	1.6 Account Number	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$49,000.00
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 Steve Schlesinger, Managing Member	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>July 14, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, 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 			
1.13.2 Name and Title of Notary or Justice of the Peace Melissa Gouveia			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Vicki V. Quiram, 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 subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written 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 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 \$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 subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

TriState Fire Protection LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), with Fire Suppression System Testing and Inspection Services, Kitchen & Clean Agent Systems, in accordance with the bid submission in response to State Request for Bid #1765-16 and described herein.

TERM

This contract shall commence on July 1, 2015 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on June 30, 2018. 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 with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

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.

CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and their 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.

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 (as modified in Exhibit C) and cannot be cancelled or modified until the State receives a 10 day prior written notice.

SCOPE OF WORK

The term "fire suppression system testing and inspection services" as used herein shall include providing all materials, equipment, labor and transportation necessary for the successful completion of the work under the terms and conditions contained herein for the fire suppression systems equipment listed in Appendix A (Kitchen Suppression System Inventory) and Appendix B (Halon/Clean Agent Suppression System Inventory) attached herein.

The fire suppression system testing and inspection services to be performed shall consist of the following: semi-annual inspections and testing (Monday through Friday) 7:00 AM to 4:00 PM EST as required by the applicable National Fire Protection Association ("NFPA") regulations. Semi-annual tests shall be performed in March through May, and September through November, of each year. The Contractor is required to repair or replace any defective components to maintain the systems in proper operating condition; Defective part(s) shall be repaired and/or replaced at the State's expense as detailed herein.

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

The Contractor shall provide the following Kitchen Suppression System Services, on a semi-annual basis, as described herein:

1. Inspect the system to determine whether it is in service and satisfactory condition in accordance with NFPA standards
2. If applicable, operate each type of alarm and verify receipt of trouble and alarm condition at remote fire alarm panels.
3. Identify potentially detrimental site conditions that could compromise the performance of mechanical and/or electronic components of the system.
4. Test remote pulls for condition and operation.
5. Perform an automatic trip test of the system.
6. Test manual release of the system.
7. Verify mechanical operation of the system.
8. Verify electrical shutoff function.
9. Replace fusible links where required
10. Check system components for cleanliness.
11. Restore the system to normal operation.
12. Reset the system.
13. Install new tamper seals.
14. Remove and inspect suppression agent cylinder.
15. Verify the cylinder/cartridge pressure, agent weight and condition.
16. Check that the last hydro test dates is within code requirements.
17. Inspect and verify piping/bracing to manufacturer's specifications.
18. Inspect the nozzles and verify that they are properly aimed, free of blockage and have proper blow-off caps intact.
19. Verify that the Owner's Manual is available – on site.
20. Verify that a proper portable fire extinguisher is available in an easily seen, accessible location.
21. Inquire about the general occupancy relating to the kitchen fire suppression system in accordance with NFPA standards.
22. Inspect for any changes in hazard area that may affect the performance and reliability of the fire suppression system.
23. Tag devices as required and perform all required record keeping.
24. Compile a complete report of the inspection, and submit to the Agency Contact Person within ten (10) working days, explaining any deficiencies and recommending corrective action to be taken in accordance with recognized codes for care and maintenance.
25. Familiarize the Customer with proper operation of the equipment.
26. Clean hood and ductwork to meet the NFPA standard on a semi-annual basis. Cleaning shall include, but not limited to, the following:
 - a. Manually remove, as necessary, all solidified, semi-solidified or liquid cooking by- product from exhaust hoods, filters, ductwork and fans at each location.
 - b. Wash/rinse all hoods, filters and ductwork/fan areas, as necessary, utilizing USDA approved detergent.
 - c. Provide a certificate indicating the date of cleaning.
 - d. Provide a final clean-up of all areas, remove job generated debris and dispose of same.
27. See attached Appendices for inventory
28. The Semi-annual inspections and cleaning for the following locations shall be performed no earlier than 7:15 PM EST Monday through Friday.
 - a. NH Veterans Home, 139 Winter Street, Tilton

The Contractor shall provide the following Halon/Clean Agent Fire Extinguisher System Services on a semi-annual basis as described herein:

1. Inspect the system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards.
2. Identify potentially detrimental site conditions that could compromise the performance of mechanical and or electronic components of the system.
3. Halocarbon Systems. Record the following information on a tag and attach it to the container: Date of Inspection, gross weight of cylinder plus agent or net weight of agent, type of agent, person performing the inspection, and where applicable the pressure of the agent at a recorded temperature.
4. Inert Gas Clean Agents. Record the following information on a tag and attach the tag to the container: The date of inspection, type of agent, person performing the inspection, and the pressure at a recorded temperature.
5. Inspect all system hoses for damage.
6. Thoroughly inspect the enclosure protected by the clean agent to determine if penetrations or other charges have occurred that could adversely affect agent leakage or change volume of hazard, or both.
7. Inspect area to ensure that the agent will not impinge on any loose objects to prevent loose objects from becoming missiles.
8. Inspect the nozzles and nozzle deflectors if applicable to verify that they are properly aimed and free of blockage.
9. Test all detectors for proper alarm supervision and trouble functions.
10. Remove automatic actuation controls from agent containers.
11. Test detection system to operate the necessary circuits (s) to simulate agent release.
12. Operate all manual devices to simulate agent release.
13. After testing, reset and reinstall all actuation controls.
14. Examine all containers for evidence of corrosion or mechanical damage.
15. Check container bracketing and supports to determine that their condition is satisfactory.
16. Examine piping for any evidence of corrosion.
17. Examine pipe hangers and straps to see that the piping is securely supported.
18. Check nozzles for proper position and alignment and determine that the orifices are clear and unobstructed.
19. Check nozzle seals, if applicable, for signs of deterioration and replace if necessary.
20. Operate all auxiliary and supplemental components such as switches, door window releases, interconnect valves, damper releases, air handling equipment shutdown and supplementary alarms to ensure that they are in proper operating condition.
21. Return all devices to normal operating condition after testing.
22. Compile a complete report of the inspection, and submit it to the Agency Contact Person within ten (10) working days, explaining any deficiencies and recommending corrective action to be taken in accordance with recognized codes for care and maintenance,
23. Verify that an alarm signal is received at remote panel after devices operate.
24. Operate each type of alarm condition on each signal circuit and verify receipt of trouble condition at remote station or panel.
25. See attached Appendices for inventory.

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

The Contractor shall 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 between 7:00 AM and 4:00 PM EST. The Contractor shall be paid for service work that is required on weekday evenings after 4:00 PM EST, weekends and on state holidays, at the rates listed in Exhibit B. 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.

The Contractor shall provide a proposed schedule for the inspections a minimum of two weeks (10 working days) before the actual inspections occur. The Contractor shall be responsible to establish the appointments and/or schedule by working with the individual Agency Contacts; the agreed upon schedule shall be provided in writing to the Agency Contact Person. The Contractor shall employ a sufficient number of trained technicians so that inspections are completed on time as scheduled. If the Contractor fails to respond within thirty (30) 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.

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.

The Contractor shall perform all of their own maintenance. Subcontractors will only be allowed upon receiving written approval in advance from the Contracting Officer. The Contractor must provide a list of proposed subcontractors that they plan to utilize with this contract. Said subcontractors must meet the minimum experience requirements as detailed herein.

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.

The Contractor shall provide only replacement parts that are new and of the same quality and brand name as that is being replaced. Substitutions will be permitted only with prior authorization of the Agency Contact Person or his/her designated representative.

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

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

All services (inspection, testing and/or maintenance) shall comply with applicable standards as set forth by the National Fire Protection Association (NFPA), the International Kitchen Exhaust Cleaning Association (IKECA) and any state or local fire codes.

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 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 Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

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.

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

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

If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

EXHIBIT B

CONTRACT PRICE

The Contractor hereby agrees to provide Fire Suppression System Testing and Inspection services for Kitchen and Clean Agent Systems, at the agency locations referenced below and on attached Appendix A & B, in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$49,000; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date of July 1, 2015 through the expiration date set as June 30, 2018.

Halon/Clean Agent				
		ANNUAL COST	ANNUAL COST	ANNUAL COST
		2015-2016	2016-2017	2017-2018
NH Police Standards & Training Council				
Server room	17 Institute Dr., Concord	\$350.00	\$350.00	\$350.00
TOTAL		\$350.00	\$350.00	\$350.00
Department of Safety / Troop D NH State Police				
DOS/Troop D	139 Iron Works Rd Concord	\$350.00	\$350.00	\$350.00
TOTAL		\$350.00	\$350.00	\$350.00
The Adjutant General's Department				
Building One - Joint Force HQ	State Military Reservation, Concord	\$350.00	\$350.00	\$350.00
Building A - USPFO	State Military Reservation, Concord	\$350.00	\$350.00	\$350.00
TOTAL		\$700.00	\$700.00	\$700.00
NH Fish & Game				
NHFG	11 Hazen Dr (headquarters)	\$350.00	\$350.00	\$350.00
TOTAL		\$350.00	\$350.00	\$350.00
DHS/ Brown Bldg				
Brown Bldg	129 Pleasant Street	\$350.00	\$350.00	\$350.00
	129 Pleasant Street	\$350.00	\$350.00	\$350.00
	129 Pleasant Street	\$350.00	\$350.00	\$350.00
TOTAL		\$1,050.00	\$1,050.00	\$1,050.00
NH Hospital				
Hospital	36 Clinton Street	\$350.00	\$350.00	\$350.00
TOTAL		\$350.00	\$350.00	\$350.00
Administrative Services/General Services				
Halon Systems				
HHS/DES	27 Hazen Drive	\$350.00	\$350.00	\$350.00
Safety	33 Hazen Drive	\$350.00	\$350.00	\$350.00
Records/Archives	71 S. Fruit Street	\$350.00	\$350.00	\$350.00
FM-200 Systems				
HHS/DES	27 Hazen Drive	\$350.00	\$350.00	\$350.00
HHS/DES	29 Hazen Drive	\$350.00	\$350.00	\$350.00
Med/Surgical	109 Pleasant Street	\$350.00	\$350.00	\$350.00
Morton	7 Hazen Drive	\$350.00	\$350.00	\$350.00
Safety	33 Hazen Drive	\$350.00	\$350.00	\$350.00

State Library	20 Park Street	\$350.00	\$350.00	\$350.00
Spaulding	95 Pleasant Street	\$350.00	\$350.00	\$350.00
State House Annex	25 Capitol Street	\$350.00	\$350.00	\$350.00
EOC/IPOC	110 Smokey Bear Blvd	\$350.00	\$350.00	\$350.00
TOTAL		\$4,200.00	\$4,200.00	\$4,200.00
Liquor Commission				
Concord	50 Storrs St.	\$350.00	\$350.00	\$350.00
Computer Room Closet	50 Storrs St.	\$350.00	\$350.00	\$350.00
TOTAL		\$700.00	\$700.00	\$700.00

Kitchen Suppression Systems				
		ANNUAL COST	ANNUAL COST	ANNUAL COST
		2015-2016	2016-2017	2017-2018
Department of Corrections/NH State Prison (Mens)				
KITCHEN	281 NO STATE ST	\$800.00	\$800.00	\$800.00
SERVING LINE 1	281 NO STATE ST	\$600.00	\$600.00	\$600.00
SERVING LINE 2	281 NO STATE ST	\$600.00	\$600.00	\$600.00
SERVING LINE 3	281 NO STATE ST	\$600.00	\$600.00	\$600.00
CULINARY ARTS	281 NO STATE ST	\$600.00	\$600.00	\$600.00
MSU	281 NO STATE ST	\$600.00	\$600.00	\$600.00
SHEA FARM	60 IRON WORKS RD	\$600.00	\$600.00	\$600.00
TOTAL		\$4,400.00	\$4,400.00	\$4,400.00
NH Veterans Home				
Main Kitchen	139 Winter Street	\$600.00	\$600.00	\$600.00
Kitchenettes	139 Winter Street	\$600.00	\$600.00	\$600.00
TOTAL		\$1,200.00	\$1,200.00	\$1,200.00
DHHS/Brown Building				
Brown Building	129 Pleasant Street	\$700.00	\$700.00	\$700.00
TOTAL		\$700.00	\$700.00	\$700.00

EMERGENCY REPAIR RATES:

Monday thru Friday 7:00 A.M. to 4:00 P.M. EST	\$ 79.00	per hour/per person
Monday thru Friday 4:01 P.M. to 6:59 A.M. EST	\$ 110.00	per hour/per person
Saturday Work	\$ 110.00	per hour/per person
Sunday & Holiday* Work	\$ 110.00	per hour/per person

* Holidays shall be based on State designated holidays

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.

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.

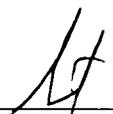
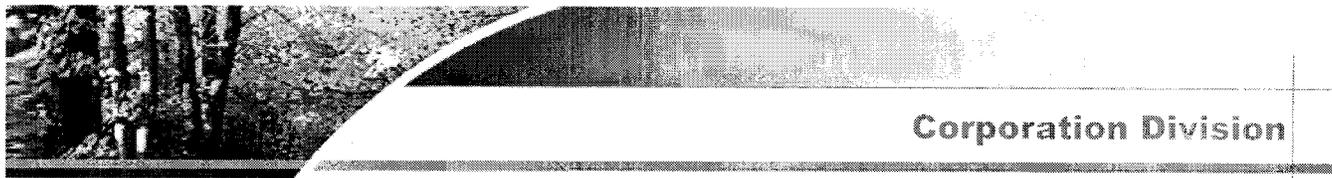
Contractor Initials 
Date 7/14/15

EXHIBIT C

SPECIAL PROVISIONS

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".

There are no other special provisions of this contract.



Corporation Division

- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

Date: 6/23/2015 **Filed Documents**
 (Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
Tri State Fire Protection, LLC	Legal
GFR, LLC	Prev Legal

Limited Liability Company - Domestic - Information

Business ID: 550043
Status: Good Standing
Entity Creation Date: 1/6/2006
Principal Office Address: 26 Hampshire Drive
 Hudson NH 03051
Principal Mailing Address: 26 Hampshire Drive
 Hudson NH 03051
Last Annual Report Filed Date: 2/23/2015
Last Annual Report Filed: 2015

Registered Agent

Agent Name: Zorn, William V A, Esq
Office Address: McLane Law Firm
 900 Elm Street
 Manchester NH 03101

Mailing Address:

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.



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															
INSURED Tri State Fire Protection, LLC 24 Hampshire Drive Hudson NH 03051		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <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> </tbody> </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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COVERAGES CERTIFICATE NUMBER: 15/16 TSF 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 SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$5,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		CA000008386-10 includes professional liability-1 mill/occ subject to same aggregate Proj agg max of \$5 mill	1/23/2015	1/23/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		2BA0176722	1/23/2015	1/23/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		TS15EXC833729IC	1/23/2015	1/23/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	Sect 3A States: NH, MA ECC600-4000471-2015A	1/23/2015	1/23/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 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 State of New Hampshire Department of Administrative Services Attn: Tammy Nelson or designee 25 Capitol Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jennifer Porter/JLP <i>Jennifer Porter</i>
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