



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

Jan 14

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

January 14, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, N.H. 03301

REQUESTED ACTION

1. Authorize the Department of Administrative Services to exercise a contract renewal option with Tri State Fire Protection, LLC (Vendor Code 177644) 84 Lake Street, Nashua, NH 03060, **retroactive** to January 16, 2014 through January 15, 2016, in the amount of \$145,935.84 for fire alarm system testing and maintenance services at several state buildings. **53.3% General Funds, 46.7% Transfer Funds.**

2. Further, in addition to the base contract, the Department requests authorization for an additional amount of \$72,967.92 for the replacement of defective peripheral devices and emergency repairs, bringing the total contract amount to \$218,903.76. Effective upon Governor and Council approval for the period of January 16, 2014 through January 15, 2016. **53.3% General Funds, 46.7% Transfer Funds.**

Funding is available in SFY2014 and SFY2015 operating budget, and contingent upon availability and continued appropriation in SFY2016, with the authority to adjust encumbrances between fiscal years through the Budget Office, if needed and justified.

01-14-14-141510-various Dept of Admin Services, Bur Plant/Prop Management

	<u>SFY14</u>	<u>SFY15</u>	<u>SFY16</u>
<u>Base Contract</u>			
048-500226 Contractual Maint.-Bld&Grnds	\$30,403.43	\$72,967.98	\$42,564.43
<u>Allowance</u>			
048-500226 Contractual Maint.-Bld&Grnds	\$72,967.92		
		Grand Total	\$218,903.76

EXPLANATION

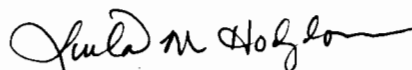
This request is retroactive due to the delay in processing the required paperwork in a timely manner. The bureau is experiencing a number of vacancies due to retirement, and medical surgeries and normal progression.

Tri State Fire Protection, LLC is currently providing fire alarm system testing and maintenance services at forty-three (43) state buildings under a three year contract, with the option to renew for an additional term of two years. The original contract was approved by Governor and Executive Council on December 8, 2010, item #35 and subsequently amended by the first amendment approved by Governor and Council on November 30, 2011, item #22.

The current contract with Tri State Fire Protection is set to expire January 15, 2014. The contract includes semi-annual testing and maintenance of the fire alarm systems. Under the terms of the contract, the contractor is responsible to maintain the main fire alarm panel components and the State is responsible to pay for the cost to replace any smoke or heat detectors that fail the semi-annual tests or any emergency service work that may be required.

In addition to the base contract of \$145,935.84, \$72,967.92 (50%) has been added for replacement of defective peripheral devices and emergency repairs as needed. This estimate is based on past history.

Respectfully Submitted,



Linda M. Hodgdon
Commissioner

Attachment to the Requested Action Letter / Tri State Fire Protection
FUNDING ACCOUNTS

Contract 8000867	Account	FY 14	FY 15	FY 16	Totals
Bureau of Court Facilities					
Carroll County (So)	01-14-14-141510-20450000-048-500226	659.25	1582.20	922.95	3164.40
Carroll County (No)	01-14-14-141510-20450000-048-500226	287.15	689.16	402.01	1378.32
Concord District	01-14-14-141510-20450000-048-500226	776.75	1864.20	1087.45	3728.40
Coos County	01-14-14-141510-20450000-048-500226	860.55	2065.32	1204.77	4130.64
Derry District	01-14-14-141510-20450000-048-500226	284.05	681.72	397.67	1363.44
Dover District	01-14-14-141510-20450000-048-500226	777.08	1864.98	1087.90	3729.96
Franklin District	01-14-14-141510-20450000-048-500226	241.53	579.66	338.13	1159.32
Hillsborough County (So)	01-14-14-141510-20450000-048-500226	1433.33	3439.98	2006.65	6879.96
Jaffrey-Peterborough District	01-14-14-141510-20450000-048-500226	332.95	799.08	466.13	1598.16
Laconia Courthouse	01-14-14-141510-20450000-048-500226	580.13	1392.30	812.17	2784.60
Lebanon District	01-14-14-141510-20450000-048-500226	254.73	611.34	356.61	1222.68
Manchester District	01-14-14-141510-20450000-048-500226	531.48	1275.54	744.06	2551.08
Merrimack District	01-14-14-141510-20450000-048-500226	678.60	1628.64	950.04	3257.28
Nashua District	01-14-14-141510-20450000-048-500226	364.50	874.80	510.30	1749.60
Plymouth District	01-14-14-141510-20450000-048-500226	346.23	830.94	484.71	1661.88
Portsmouth District	01-14-14-141510-20450000-048-500226	450.68	1081.62	630.94	2163.24
Rochester District	01-14-14-141510-20450000-048-500226	276.80	664.32	387.52	1328.64
Rockingham County	01-14-14-141510-20450000-048-500226	1579.75	3791.40	2211.65	7582.80
		10715.54	25717.20	15001.66	51434.40
Allowance for Repairs	01-14-14-141510-20450000-048-500226	21890.37			21890.37
Grand Total BCF					73324.77
Bureau of General Services					
Admin Office of the Courts	01-14-14-141510-29500000-048-500226	241.30	579.12	337.82	1158.24
Bridges House	01-14-14-141510-20510000-048-500226	259.30	622.32	363.02	1244.64
EOC	01-14-14-141510-20810000-048-500226	677.63	1626.30	948.67	3252.60
HHS	01-14-14-141510-20300000-048-500226	2681.05	6434.52	3753.47	12869.04
Johnson Hall	01-14-14-141510-20960000-048-500226	747.88	1794.90	1047.02	3589.80
DOJ	01-14-14-141510-20980000-048-500226	506.58	1215.78	709.20	2431.56
Legislative Office	01-14-14-141510-29500000-048-500226	1091.18	2618.82	1527.64	5237.64
Londergan Hall	01-14-14-141510-20950000-048-500226	610.55	1465.32	854.77	2930.64
Medical & Surgical Building	01-14-14-141510-29500000-048-500226	999.65	2399.16	1399.39	4798.20
Monadnock Mill	01-14-14-141510-21670000-048-500226	476.45	1143.48	667.03	2286.96
John O.Morton	01-14-14-141510-20900000-048-500226	642.53	1542.06	899.53	3084.12
DMV	01-14-14-141510-29510000-048-500226	377.58	906.18	528.60	1812.36
Old Labor Building	01-14-14-141510-20850000-048-500226	513.13	1231.50	718.37	2463.00
Records & Archives	01-14-14-141510-29500000-048-500226	882.70	2118.48	1235.78	4236.96
Safety Building	01-14-14-141510-29510000-048-500226	1214.78	2915.46	1700.68	5830.92
61 South Spring Street	01-14-14-141510-20930000-048-500226	462.70	1110.48	647.78	2220.96
Spaulding Hall	01-14-14-141510-20970000-048-500226	823.48	1976.34	1152.86	3952.68
State House	01-14-14-141510-29500000-048-500226	1410.50	3385.20	1974.70	6770.40

State House Annex	01-14-14-141510-29500000-048-500226	1536.95	3688.68	2151.73	7377.36
Supreme Court	01-14-14-141510-29500000-048-500226	779.98	1871.94	1091.96	3743.88
Surplus Warehouse	01-14-14-141510-14100000-048-500226	261.40	627.36	365.96	1254.72
DOT Mechanical Services	01-14-14-141510-29520000-048-500226	358.18	859.62	501.44	1719.24
DOT Material Research	01-14-14-141510-29520000-048-500226	374.68	899.22	524.54	1798.44
Upham Walker House	01-14-14-141510-29500000-048-500226	320.05	768.12	448.07	1536.24
Walker Building	01-14-14-141510-20940000-048-500226	1437.68	3450.42	2012.74	6900.84
		19687.89	47250.78	27562.77	94501.44
Allowance for Repairs	01-14-14-141510-20400000-048-500226	51077.55			51,077.55
Grand Total BGS					145578.99
GRAND TOTAL					218903.76

**SECOND AMENDMENT TO THE CONTRACT
BY AND BETWEEN TRI STATE FIRE PROTECTION, LLC AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR THE FIRE ALARM SYSTEM TESTING AND MAINTENANCE SERVICES
CONTRACT 8000867**

① This ~~Second Amendment~~ ^{JANUARY 2014} (hereinafter referred to as the "Amendment") dated this 8TH day of ~~December, 2013~~, is by and between the State of New Hampshire, Department of Administrative Services, (hereinafter referred to as "the State") and Tri State Fire Protection, LLC (hereinafter referred to as "the Contractor") for fire alarm system testing and maintenance services.

WHEREAS, pursuant to an agreement effective January 16, 2011 and set to expire January 15, 2014, and as amended by a certain First Amendment effective November 30, 2011 (hereinafter referred to as "the Agreement"), the Contractor agreed to provide certain fire alarm panel system testing and maintenance services to the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties and only after approval by the Governor and Executive Council of such amendment; and

WHEREAS, the State and Contractor hereby agree to amend the Agreement to exercise a contract renewal option for a period of two (2) years as stated herein; and

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and as set forth herein, the parties do hereby agree as follows:

1. Amend Section 1.7 Completion Date of the P-37 Form Contract, by deleting it in its entirety and replace with the following:

1.7 Completion Date: January 15, 2016

2. Amend Section 1.8 Price Limitation of the P-37 Form Contract, by deleting it its entirety and replace with the following:

1.8 Price Limitation \$585,784.52

Base Term Price Limitation:	366,880.76
Extension Term:	145,935.84
Extension Term (Repair allowance):	<u>72,967.92</u>
Grand total	585,784.52

Contractor's Initials CS
Date 1/6/14

3. Amend Exhibit A, Scope of Services, II. Term, by inserting a new sentence as follows:

The contract renewal period shall be for a period of twenty-four (24) months commencing January 16, 2014 and expiring thereafter on January 15, 2016.

4. Amend Exhibit B, Contract Price and Payment Terms, #1, by inserting a new sentence as follows:

Contract Price. The Contractor shall receive payment in the amount of \$145,935.84 for the period of twenty-four (24) months commencing January 16, 2014 and expiring January 15, 2016 (contract renewal term) in return for the services described in Exhibit A.

5. Amend Exhibit B, Contract Price and Payment Terms, #3, by inserting the following pricing for the contract renewal term commencing January 16, 2014:

COURT BUILDINGS / Bureau of Court Facilities:

	<u>2 Year Price</u>	<u>8 Quarterly Payments</u>
Carroll County Court (So)	3164.40	395.55
Carroll County Court (No)	1378.32	172.29
Concord District Court	3728.40	466.05
Coos Superior Court	4130.64	516.33
Derry District Court	1363.44	170.43
Dover District Court	3729.96	466.24
Franklin District Court	1159.32	144.91
Hillsborough County South	6879.96	859.99
Jaffrey Peterborough District Court	1598.16	199.77
Laconia District Court	2784.60	348.07
Lebanon District Court	1222.68	152.84
Manchester District Court	2551.08	318.89
Merrimack District Court	3257.28	407.16
Nashua District Court	1749.60	218.70

Contractor's Initials CP
Date 1/10/14

Plymouth District Court	1661.88	207.74
Portsmouth District Court	2163.24	270.41
Rochester District Court	1328.64	166.08
Rockingham County Court	7582.80	947.85
Quarterly Payments		\$6429.30
TOTAL / 24 months	\$51,434.40	

OFFICE BUILDINGS / Bureau of General Services:

	<u>2 Year Price</u>	<u>8 Quarterly Payments</u>
Administrative Office of the Courts	1158.24	144.78
Bridges House	1244.64	155.58
Emergency Operations Center	3252.60	406.58
Health and Human Services	12869.04	1608.63
Johnson Hall	3589.80	448.73
Department of Justice	2431.56	303.95
Legislative Office Building	5237.64	654.71
Londergan Hall	2930.64	366.33
Medical & Surgical Building	4798.20	599.78
Monadnock Mill	2286.96	285.87
John O. Morton	3084.12	385.52
Dept of Motor Vehicle Building	1812.36	226.55
Old Labor Building	2463.00	307.87
Records & Archives	4236.96	529.62
Safety Building	5830.92	728.86
61 South Spring Street	2220.96	277.62

Contractor's Initials 
Date 

Spaulding Warehouse	3952.68	494.08
State House	6770.40	846.30
State House Annex	7377.36	922.17
Supreme Court	3743.88	467.98
Surplus Warehouse	1254.72	156.84
Dept of Transportation Mechanical	1719.24	214.90
Dept of Transportation Materials & Research	1798.44	224.80
Upham Walker House	1536.24	192.03
Walker Building	6900.84	862.60
Quarterly Payments		\$11,812.68
TOTAL / 24 Months	\$94,501.44	
GRAND TOTAL / 24 Months	\$145,935.84	

6. Amend Exhibit B, Contract Price and Payment Terms, #4, by inserting the following new paragraph for the contract renewal term commencing January 16, 2014:

Invoicing. The Contractor shall be responsible for submitting invoices to the State, separated by the Bureau of Court Facilities and the Bureau of General Services, in eight (8) equal quarterly installments (April 2014, July 2014, October 2014, January 2015 / April 2015, July 2015, October 2015, January 2016).

7. Amend Exhibit B, Contract Price and Payment Terms, #5, by inserting the following new sentence for the contract renewal term commencing January 16, 2014:

Notwithstanding any provision of this Agreement to the contrary, in no event shall the contingency allowance for repairs and emergency services exceed \$72,967.92.

8. Except as specifically amended herein, all other provisions of the Agreement, approved by Governor and Executive Council on December 8, 2010, item #35, and as subsequently amended by the First Amendment approved by Governor and Executive Council on November 30, 2011, item #22, shall remain in full force and effect.

Contractor's Initials 
Date 1/16/14

IN WITNESS WHEREOF, the parties have hereto set their hands as of the date and year first written above.

STATE OF NEW HAMPSHIRE
Department of Administrative Services

[Signature]
Linda M. Hodgdon, Commissioner

TRI STATE FIRE PROTECTION, LLC

By: [Signature]
Michael O'Rourke

Title: MANAGING MEMBER

STATE OF NEW HAMPSHIRE

COUNTY OF HILLSBOROUGH

On this 5th day of January 2014 ~~2013~~ before me Melissa Gouveia,

the undersigned officer, personally appeared Michael O'Rourke who acknowledged him/herself to be the Managing member of Tri State Fire Protection, LLC, and that he/she, as such and being duly authorized to do so, executed the foregoing instrument of the purposes therein contained, by signing the name of the corporation by him/herself as Michael O'Rourke

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

[Signature]
Notary Public

My Commission expires: 2.2.2016

Approved as to form, execution and substance:



OFFICE OF THE ATTORNEY GENERAL

By: [Signature]
Assistant Attorney General

Date: 1-27-14

Contractor's Initials [Signature]
Date 1/28/14

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at the Meeting on _____, 2014.

OFFICE OF THE SECRETARY OF STATE

By: _____

Title: _____

Contractor's Initials *AB*
Date 1/8/14

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Tri State Fire Protection, LLC is a New Hampshire limited liability company formed on January 6, 2006. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of December, A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, MICHAEL T. O'ROURKE, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am the Sole Member/Manager of the Company of TRI STATE FIRE PROTECTION, LLC.
(Name of Limited Liability Company)

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

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

[Signature]
(Contract Signatory - Signature)

JANUARY 8, 2014
(Date)

STATE OF New Hampshire
COUNTY OF Hillsborough

On this the 8th day of January, 2014, before me Melissa Gonzalez,
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared Michael O'Rourke, known to me (or
(Contract Signatory - Print Name)

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



(NOTARY SEAL)

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

Commission Expires: 2-2-2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/17/2014

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 84 Lake St Nashua NH 03060		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A: Admiral Insurance Co. 24859	
		INSURER B: Cincinnati Ins	
		INSURER C: Aspen Specialty Ins Co	
		INSURER D: New Hampshire Employers Ins Co 13083	
		INSURER E: Chubb	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 14/15 TSF all 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	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Deduct: \$5,000 <input checked="" type="checkbox"/> Blnkt contract. -per form GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CA000008386-09 GL includes coverage for independent contractors inclde professional liab-\$1 mill per occ/subject to same aggr. limit. Proj agg-max of \$5 mill.	1/23/2014	1/23/2015	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 - COMP/OP AGG \$ 1,000,000
	B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>	RBA0176722	1/23/2014	1/23/2015	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CXAC66W14	1/23/2014	1/23/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	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 <input checked="" type="checkbox"/> N	Sect 3A States: NH, MA, RI ME ECC600-4000471-2014A	1/23/2014	1/23/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS 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	1/23/2014	1/23/2015	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



State of New Hampshire

#22

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street - Room 120
Concord, New Hampshire 03301

LINDA M. HODGDON
Commissioner
(603) 271-3201

8000-
867

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

October 14, 2011

11/30/11

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, N.H. 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract amendment with Tri State Fire Protection, LLC (Vendor Code 177644) of 84 Lake Street, Nashua, New Hampshire 03060, by increasing the contract amount by \$116,235 from \$250,645.76 to \$366,880.76 for fire alarm system testing and maintenance services at forty-three state buildings upon approval by Governor and Executive Council through January 15, 2014. 2% Transfer Funds, 98% General Funds

Funding is available in account, Bureau of General Services, as follows:

CONTINGENCY:

Bureau of General Services:

01-14-14-141510-20400000-048-500226

\$116,235

EXPLANATION

Tri State Fire Protection, LLC is currently providing fire alarm system testing and maintenance services at forty-three (43) state buildings under a three year contract. The original contract was approved by Governor and Executive Council on December 8, 2010, Item #35. The contract includes semi annual testing and maintenance of the fire alarm systems. Under the terms of the contract, the contractor is responsible to maintain the main fire alarm panel components and the State is responsible to pay for the cost to replace any smoke or heat detectors that fail the semi-annual tests or any emergency service work that may be required. During recent semi-annual inspections a number of smoke and heat detectors were in need of replacement. Due to the age of some of the systems, many of the devices have exceeded their useful life.

Approval of this amendment will allow for an increase to the contingency amount, from \$31,742 to \$147,977, over the three year term of the agreement to replace any defective peripheral devices and or perform emergency repair services.

Respectfully Submitted,

Linda M. Hodgdon
Commissioner

FIRST AMENDMENT TO THE CONTRACT
BY AND BETWEEN TRI STATE FIRE PROTECTION, LLC AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR THE FIRE ALARM SYSTEM TESTING AND MAINTENANCE SERVICES

This First Amendment (hereinafter referred to as the "Amendment") dated this 6TH day of October, 2011, is by and between the State of New Hampshire, Department of Administrative Services, (hereinafter referred to as "the State") and Tri State Fire Protection, LLC (hereinafter referred to as "the Contractor") for fire alarm system testing and maintenance services.

WHEREAS, pursuant to an agreement (hereinafter referred to as "the Agreement") effective January 16, 2011 and set to expire January 15, 2014, the Contractor agreed to provide certain fire alarm panel system testing and maintenance services to the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties and only after approval by the Governor and Executive Council of such amendment; and

WHEREAS, the State and Contractor hereby agree to amend the Agreement to allow for an increase to the contingency amount designated for emergency maintenance services and replacement parts; and

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and as set forth herein, the parties do hereby agree as follows:

1. Delete Section 1.8 Price Limitation in its entirety and replace with the following:

Section 1.8 Price Limitation \$366,880.76

2. Amend Exhibit B, Contract Price and Payment Terms, #5, by deleting it in its entirety and replace with the following:

5. Repair Rates, Emergency Service as Required, Per Hour. In addition to the contract price, the Contractor shall be paid for repair work and emergency calls at such rates that are detailed below. The Contractor shall also be paid for any peripheral parts that require replacement. Parts shall be invoiced at cost plus 20% over contractor's net cost. Said invoices shall contain all appropriate information detailing the list and net prices as appropriate and their respective discounts.

Monday thru Friday, 8:00 A.M. to 4:30 P.M.: \$75.00 per hour/per person*

* This rate shall not be applied to the regular maintenance of the fire alarm panel system components, parts or labor, or to the semi-annual system testing as described in Exhibit A, #3.

Monday thru Friday, 4:31 P.M. to 7:59 A.M.: \$92.00 per hour/per person

Saturday Work: \$92.00 per hour/per person

Contractor's Initials

Date 10/6/11

Sunday & Holiday* Work: \$115.00 per hour/per person
*Holidays shall be based on State designated holidays

The total amount of the contingency for the extra work (not included in the basic scope of work as described in Exhibit A) shall not exceed \$147,977 for a total contract contingency amount. Notwithstanding any provision of this contract to the contrary, in no event shall the total payments including the contingency exceed \$366,880.76 for the contract term.

3. Except as specifically amended herein, all other provisions of the Agreement, approved by Governor and Executive Council on December 8, 2010, item #35, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto set their hands as of the date and year first written above.

STATE OF NEW HAMPSHIRE
Department of Administrative Services

Linda M. Hodgdon
Linda M. Hodgdon, Commissioner

TRI STATE FIRE PROTECTION, LLC

By: Michael O'Rourke
Michael O'Rourke

Title: MANAGING MEMBER

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBORO

On this 6TH day of OCTOBER, 2011 before me JENNIFER SANDRINI,
the undersigned officer, personally appeared MICHAEL O'ROURKE who acknowledged
him/herself to be the MANAGING MEMBER of Tri State Fire Protection, LLC, and that he/she, as
such and being duly authorized to do so, executed the foregoing instrument of the purposes
therein contained, by signing the name of the corporation by him/herself as MANAGING MEMBER.

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

[Signature]
Notary Public

My Commission expires: 11/18/16



Contractor's Initials LO
Date 10/6/11

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: John V. Moore
Assistant Attorney General

Date: 10/20/11

I hereby certify that the foregoing contract was approved by the Governor and
Council of the State of New Hampshire at the Meeting on NOV 30 2011, 2011.

OFFICE OF THE SECRETARY OF STATE

By: [Signature]

DEPUTY SECRETARY OF STATE

Contractor's Initial [Signature]
Date 10/16/11

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, MICHAEL T. O'ROURKE, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am the Sole Member/Manager of the Company of TRI STATE FIRE PROTECTION, LLC
(Name of Limited Liability Company)

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

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

[Signature]
(Contract Signatory - Signature)

OCTOBER 6, 2011
(Date)

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBORO

On this the 6th day of October, 2011, before me JENNIFER SANDERSON
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared MICHAEL T. O'ROURKE, known to me (or
(Contract Signatory - Print Name)

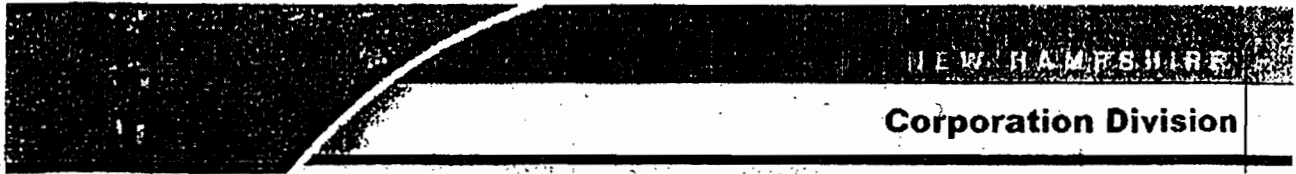
satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)

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

Commission Expires: 11/18/16





[Search](#)
[By Business Name](#)
[By Business ID](#)
[By Registered Agent](#)
[Annual Report](#)
[File Online](#)

Date: 10/10/2011

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: 84 Lake Street
 Nashua NH 03060
Principal Mailing Address: 84 Lake Street
 Nashua NH 03060
Last Annual Report Filed Date: 3/22/2011
Last Annual Report Filed: 2011

Registered Agent

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

Mailing Address:

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Tri State Fire Protection, LLC is a New Hampshire limited liability company formed on January 6, 2006. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of November, A.D. 2010

William M. Gardner

William M. Gardner
Secretary of State

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/21/2011

PRODUCER (803)224-2582 FAX (803)224-8012 The Rowley Agency, Inc. 139 London Road P.O. Box 511 Concord, NH 03302-0511		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER; THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Tri-State Fire Protection, LLC 84 Lake St Nashua, NH 03060		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Admiral Ins./Swett & Crawford	0022
		INSURER B: The Netherlands Ins. Co.	24171
		INSURER C: Maine Employers Mutual Ins Co	0008
		INSURER D: Scottsdale Ins / Swett & Crawford	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	CA000008386-04	01/23/2011	01/23/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Deduct: \$5,000				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"/> PROJ <input type="checkbox"/> LOC					PRODUCTS - COMPICF AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY	BA 8374385	01/23/2011	01/23/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
D	EXCESS / UMBRELLA LIABILITY	XLS0046901	01/23/2011	01/23/2012	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 0				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	3102801121	01/23/2011	01/23/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				E.L. EACH ACCIDENT \$ 500,000
	3A STATES: NH, MA, ME, RI				E.L. DISEASE - EA EMPLOYEE \$ 500,000
	NO OFFICERS ARE EXCLD				E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Professional Liability - Per Occurrence	CA000008386-04	01/23/2011	01/23/2012	Limit: \$1,000,000 Deductible: \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Covering operations of the Named Insured during the policy period.

*except 10 days for nonpayment of premium

CERTIFICATE HOLDER

State of New Hampshire, Administrative Services, Purchasing Agent, Loretta Head or his/her successor, Bureau of Purchase and Property
25 Capitol Street, Room 102
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jennifer Porter/JLP

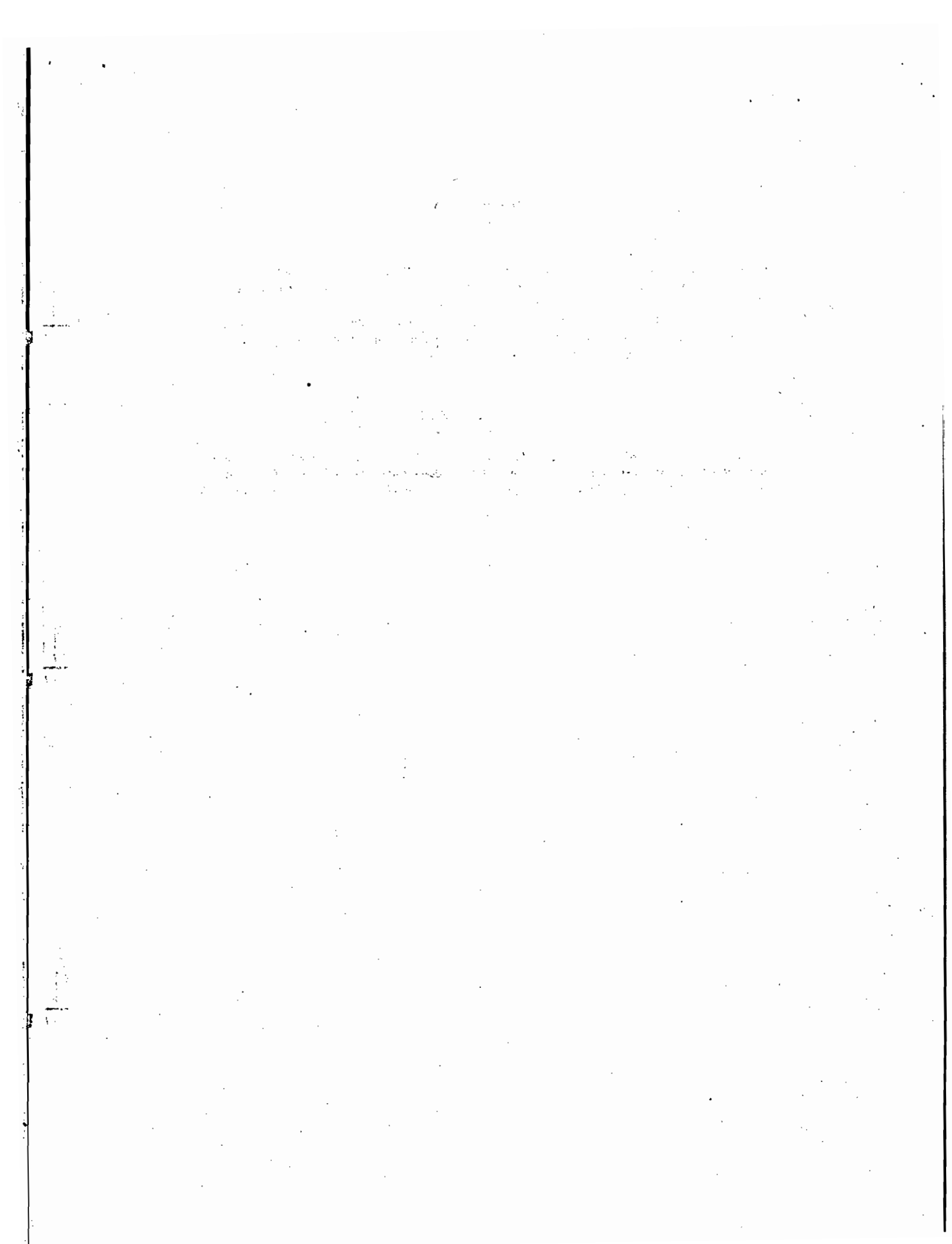
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the Issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.





State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER

25 Capitol Street - Room 120
Concord, New Hampshire 03301

HU
35
12-8-10

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

November 19, 2010

His Excellency, Governor John H. Lynch
and the Honorable Council

State House
Concord, N.H. 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Tri State Fire Protection, LLC (VC# 177644) of Nashua, NH, in an amount not to exceed \$250,645.76, for fire alarm system testing and maintenance services at forty-three state buildings from January 16, 2011 through January 15, 2012, contingent upon Governor and Council approval. 31.6% General Funds, 68.4% Transfer Funds.

Payments for this contract will be made from the authorized appropriations and are anticipated to be budgeted and available in future years. Authority to adjust encumbrances in each of the State fiscal years will be through the Budget Office, if needed and justified, contingent on continued budget authorization for future fiscal years.

Account

Bureau of Court Facilities

01-14-14-141510-20450000-048-500226

FY11

FY12

FY13

FY14

10,715.50 25,717.20 25,717.20 15,001.70

Total, Bureau of Court Facilities

10,715.50 25,717.20 25,717.20 15,001.70

Bureau of General Services

01-14-14-141510-20400000-048-500226

3,314.48 7,954.74 7,954.74 4,640.27

01-14-14-141510-20510000-048-500226

259.30 622.32 622.32 363.02

01-14-14-141510-21060000-048-500226

1,091.18 2,618.82 2,618.82 1,527.64

01-14-14-141510-20830000-048-500226

999.63 2,399.10 2,399.10 1,399.48

01-14-14-141510-20990000-048-500226

320.05 768.12 768.12 448.07

01-14-14-141510-20810000-048-500226

677.63 1,626.30 1,626.30 948.68

01-14-14-141510-20300000-048-500226

2,681.05 6,434.52 6,434.52 3,753.47

01-14-14-141510-20960000-048-500226

747.88 1,794.90 1,794.90 1,047.03

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610.55 1,465.32 1,465.32 854.77

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476.45 1,143.48 1,143.48 667.03

01-14-14-141510-20900000-048-500226

642.53 1,542.06 1,542.06 899.54

01-14-14-141510-20820000-048-500226

377.58 906.18 906.18 528.61

01-14-14-141510-20800000-048-500226

1,214.78 2,915.46 2,915.46 1,700.69

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462.70 1,110.48 1,110.48 647.78

01-14-14-141510-20970000-048-500226

823.48 1,976.34 1,976.34 1,152.87

01-14-14-141510-20880000-048-500226

358.18 859.62 859.62 501.44

01-14-14-141510-20890000-048-500226	374.68	899.22	899.22	524.54
01-14-14-141510-20940000-048-500226	1,437.68	3,450.42	3,450.42	2,012.74
01-14-14-141510-20980000-048-500226	506.58	1,215.78	1,215.78	709.21
01-14-14-141510-20850000-048-500226	513.13	1,231.50	1,231.50	718.38
01-14-14-141510-20400000-048-500226	1,536.90	3,688.68	3,688.68	2,151.68
01-14-14-141510-14100000-048-500226	261.40	627.36	627.36	365.96

Total, Bureau of General Services 19,687.82 47,250.72 47,250.72 27,562.90

Subtotal 30,403.32 72,967.92 72,967.92 42,564.60

CONTINGENCY:		Total	218,903.76
Court Facilities	01-14-14-141510-20450000-048-500226		\$11,109.70
General Services	01-14-14-141510-20400000-048-500226		\$20,632.30
		Grand Total	250,645.76

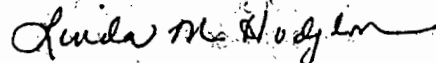
EXPLANATION

This service agreement will provide fire alarm system testing and maintenance services for forty-three (43) state buildings located throughout the state. The agreement consists of regular maintenance, parts and labor on all fire alarm panel system components, semi-annual fire alarm inspections consisting of 50% detector activation, elevator shunt trips, relay operations and all interlocks i.e., elevators, air handles etc, and audible testing/communication to central station verification including elevator recall test. Also included is the testing of fire alarm batteries. Agreement also provides the repair and/or replacement of any defective components to maintain the systems in proper operating condition including all backup batteries.

In addition to the base bid of \$218,903.76, \$31,742 (14.5%) has been added for replacement of defective peripheral devices and any emergency repairs that may be required.

Attached is a copy of the public notice advertised in the Concord Monitor and a copy of the bid results.

Respectfully Submitted,



Linda M. Hodgdon
 Commissioner

Subject: Fire Alarm System Testing and Maintenance Services

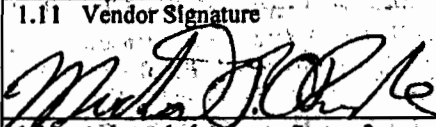
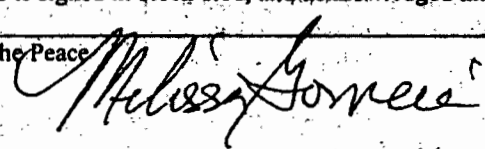
AGREEMENT

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

GENERAL PROVISIONS

COPY

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, 25 Capitol Street Concord, NH 03301	
1.3 Vendor Name Tri State Fire Protection, LLC		1.4 Vendor Address 84 Lake Street, Nashua NH 03060	
1.5 Vendor Phone Number (603) 293-7531	1.6 Account Number See Appendix B	1.7 Completion Date January 15, 2014	1.8 Price Limitation \$250,645.76
1.9 Contract(s)ing Officer for State Agency Tammy Nelson, Purchasing Agent		1.10 State Agency Telephone Number (603) 271-2009	
1.11 Vendor Signature 		1.12 Name and Title of Vendor Signatory Michael J. O'Rourke Managing Member	
1.13 Acknowledgement: State of _____, County of _____ On _____, 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  11-17-10			
1.13.2 Name and Title of Notary or Justice of the Peace Melissa Gouveia MELISSA GOUVEIA, Notary Public My Commission Expires January 11, 2011			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner Department of Administrative Services	
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 VENDOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages Vendor identified in block 1.3 ("Vendor") to perform, and the Vendor 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").

11/17/10

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 Vendor commences the Services prior to the Effective Date, all Services performed by the Vendor prior to the Effective Date shall be performed at the sole risk of the Vendor, and in the event that this Agreement does not become effective, the State shall have no liability to the Vendor, including without limitation, any obligation to pay the Vendor for any costs incurred or Services performed. Vendor shall 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 Vendor 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(S) PRICE/PRICE LIMITATION/ PAYMENT.

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor 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 VENDOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Vendor 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 Vendor 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 Vendor further agrees to permit the State or United States access to any of the Vendor'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 Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor 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 Vendor shall not hire, and shall not permit any subVendor 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 Contract(s)ing 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 Contract(s)ing 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 Vendor shall constitute an event of default hereunder ("Event of Default"):

Contractor's Initials *AW*
Date *11/17/10*

AW

- 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 Vendor 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 Vendor notice of termination;
 - 8.2.2 give the Vendor 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(s) price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;
 - 8.2.3 set off against any other obligations the State may owe to the Vendor 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 Vendor shall deliver to the Contract(s)ing 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(s) 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. VENDOR'S RELATION TO THE STATE. In the performance of this Agreement the Vendor is in all respects an independent Vendor, and is neither an agent nor an employee of the State. Neither the Vendor 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/SUBCONTRACT(S)S. The Vendor 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 subcontract(s)ed by the Vendor without the prior written consent of the State.

13. INDEMNIFICATION. The Vendor 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 Vendor. 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 Vendor shall, at its sole expense, obtain and maintain in force, and shall require any subVendor 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.

Contractor's Initials *JD*
Date 11/17/10

14.3 The Vendor shall furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Vendor shall also furnish to the Contract(s)ing 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 Contract(s)ing 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 Vendor agrees, certifies and warrants that the Vendor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subVendor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Vendor shall furnish the Contract(s)ing 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 Vendor, or any subVendor or employee of Vendor, 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 Vendor.

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.

Contractor's Initials *12*

Date 11/17/10

EXHIBIT A
SCOPE OF SERVICES

I. PURPOSE:

The Contractor hereby agrees to provide the State of New Hampshire, Department of Administrative Services, with Fire Alarm System testing and maintenance services for the Bureau of Court Facilities and the Bureau of General Services in accordance with RFB 1236-11 and as described herein.

II. TERM:

The term of any resulting contract(s) shall be for an initial term of thirty-six months (36) commencing January 16, 2011 and ending thirty-six months thereafter on January 15, 2014. The agreement may be renewed for an additional term of two years upon terms and conditions as the parties may mutually agree and upon the approval of the Governor and Executive Council.

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.

III. SPECIFICATIONS FOR FIRE ALARM SYSTEM TESTING, MAINTENANCE AND EMERGENCY SERVICES:

1. The Contractor shall provide the Bureau of Court Facilities and the Bureau of General Services with "fire alarm system testing and maintenance services" for the equipment listed in Appendix A, owned by the State of New Hampshire, at the following locations:

COURT BUILDINGS / Bureau of Court Facilities:

Carroll County Court (Southern)	--	96 Water Village Road #2, Ossipee, N.H.
Carroll County Court (Northern)	--	E. Conway Road, Rt. 302, North Conway, N.H.
Concord District Court	--	32 Clinton Street, Concord, N.H.
Coos County Superior Court	--	55 School Street, Lancaster, N.H.
Derry District Court	--	10 Manning Street, Derry, N.H.
Dover District Court	--	25 St. Thomas Street, Dover, N.H.
Franklin District Court	--	7 Hancock Terrace, Franklin, N.H.
Hillsborough County Court South	--	33 Spring Street, Nashua, N.H.
Jaffrey-Peterborough District Court	--	84 Peterborough Street, Rt. 202, Jaffrey, N.H.
Laconia Courthouse	--	26 Academy Street, Laconia, N.H.
Lebanon District Court	--	38 Centerra Parkway, Lebanon, N.H.
Manchester District Court	--	35 Amherst Street, Manchester, N.H.
Merrimack Courthouse	--	4 Baboosic Lake Road, Merrimack, N.H.
Nashua District Court	--	Walnut Street Oval, Nashua, N.H.
Plymouth District Court	--	26 Green Street, Plymouth, N.H.
Portsmouth District Court	--	111 Parrott Ave., Portsmouth, N.H.
Rochester District Court	--	76 North Main Street, Rochester, N.H.
Rockingham County Court	--	Route 125, Brentwood, N.H.

Contractor's Initials *PH*

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OFFICE BUILDINGS / Bureau of General Services:



Administrative Office of the Courts	--	Noble Drive, Concord, N.H.
Bridges House	--	21 Mountain Road, Concord, N.H.
Emergency Operation Center	--	224 Sheep Davis Road, Concord, N.H.
Health & Human Services Building	--	29 Hazen Drive, Concord, N.H.
Johnson Hall	--	107 Pleasant Street, Concord, N.H.
Department of Justice	--	33 Capitol Street, Concord, N.H.
Legislative Office Building	--	33 North State Street, Concord, N.H.
Londergan Hall	--	101 Pleasant Street, Concord, N.H.
Medical & Surgical Building	--	109 Pleasant Street, Concord, N.H.
Monadnock Mill	--	17 Water Street, Claremont, N.H.
John O. Morton	--	7 Hazen Drive, Concord, N.H.
Department of Motor Vehicle	--	23 Hazen Drive, Concord, N.H.
Old Labor Building	--	19 Pillsbury Street, Concord, N.H.
Records & Archives	--	71 South Fruit Street, Concord, N.H.
Safety Building	--	33 Hazen Drive, Concord, N.H.
61 South Spring Street	--	64 South Street, Concord, N.H.
Spaulding Hall	--	95 Pleasant Street, Concord, N.H.
State House	--	107 North Main Street, Concord, N.H.
State House Annex	--	25 Capitol Street, Concord, N.H.
Supreme Court	--	Noble Drive, Concord, N.H.
Surplus Warehouse	--	12 Hills Avenue, Concord, N.H.
D.O.T. Mechanical Services	--	226 Sheep Davis Road, Concord, N.H.
D.O.T. Material Research	--	5 Hazen Drive, Concord, N.H.
Upham Walker House	--	18 Park Street, Concord, N.H.
Walker Building	--	17 South Fruit Street, Concord, N.H.

2. The term "fire alarm system testing and maintenance services", as used above 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 alarm equipment listed in Appendix A, Inventory of Fire Alarm System Devices.

3. The fire alarm maintenance services to be performed as described above shall consist of the following: Regular Maintenance (Monday through Friday, 8:00 A.M. – 4:30 P.M.), parts and labor on all fire alarm panel system components. Semi-annual fire alarm inspections (testing) consisting of 50% detector activation, elevator shunt trips where sprinkler systems are applicable, relay operation and all interlocks i.e., elevators, air handlers etc., audible testing and communication to central station verification (this testing shall include the Elevator Recall Test in accordance with the Firefighters' Emergency Operation and Elevator Shutdown). Said tests to be conducted on weekdays between 5:00 P.M. and midnight in order to minimize inconvenience to inhabitants. Semi-annual tests shall be performed in March/April and September/October of each year so that all initiating devices are tested at least once in a calendar year. The Contractor shall document the test results for each individual device and list them by location (room number preferably) and device number.

The Contractor shall be required to test fire alarm batteries in accordance with NFPA 72, Table 10.4.2.2. The Contractor shall be able to demonstrate their ability to perform battery testing as required by NFPA 72, Table 10.4.2.2.

The Contractor is required to repair or replace any defective components to maintain the systems in proper operating condition. System components include any and all back up batteries. The Contractor is required to repair or replace any defective components at their cost in the main fire panel including any and all batteries. Peripheral units such as smoke detectors, heat detectors, pull stations, light / horn units, master boxes and remote annunciators shall be

Contractor's Initials 
Date 

repaired and or replaced at the State's expense as detailed herein. The Contractor shall not be responsible for any damage caused to the fire alarm panel system components that are a result of lightning, water, vandalism or misuse by the building owner. The cost to repair any ground faults or wiring issues shall be the responsibility of the State at the rates as described in Exhibit B herein. Requests to repair or replace said peripheral units shall be approved in advance by the Bureau Administrator prior to any actual work being performed by the Contractor.

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

4. The Contractor must retain, at the Contractor's expense, a sprinkler contractor or representative (whom shall be present on site at the time of fire alarm testing) to test each pre-action device (as specified in Appendix A) back to the fire panel and any sub-panels that may exist. **Further, if the testing results in a release of water that fills the sprinkler system, the system must be emptied and restored to maintain a normal fire panel status.**

5. All fire alarm system testing and maintenance service shall be accomplished as required by National Fire Alarm Code (NFPA 72, Chapter 7), manufacturer recommendations and any state or local fire codes. In addition, the Contractor shall be responsible to clean all smoke detectors as required by NFPA 72, Chapter 7.

The Contractor shall conduct sensitivity testing for all required devices every alternate year and as such the Contractor shall conduct sensitivity testing on all required devices on the first and third year of the contract. The sensitivity testing shall be accomplished as required under NFPA 72, 10.4.3.2.4.

In accordance with NFPA 72, 10.4.3.2.4, smoke detectors and or smoke alarms found to have a sensitivity outside the listed and marked sensitivity range shall be cleaned and recalibrated or be replaced.

6. The Contractor shall be responsible to provide a proposed schedule for semi-annual testing to the State a minimum of two weeks (10 working days) before the actual inspections occur. The Contractor shall have in their employ a sufficient number of trained technicians so that semi-annual inspections are completed on time as scheduled. If the Contractor fails to respond within fifteen minutes to the first scheduled appointment, the State reserves the right to charge the Contractor \$20.00 per hour in increments of fifteen minutes if the Contractor does not respond as detailed above. These charges will be deducted from semi-annual payments that are due the Contractor. **Any fire alarm equipment found to be defective from these inspections must be repaired within five (5) working days.**

7. The Contractor shall maintain or have readily available spare parts and properly trained personnel to support the equipment at the Contractor's cost throughout the duration of the contract.

8. The Contractor shall make service available twenty-hour (24) hours per day, seven (7) days per week. Normal system maintenance shall occur on Monday through Fridays between 8:00 A.M. and 4:30 P.M. The Contractor shall be paid for service work that is required on weekday evenings after 4:30 P.M., weekends and on State Holidays. The Contractor shall have a minimum of four (4) full time staff to provide 24 hour, 7 day a week service. The Contractor shall be paid for service work that is required on weekday evenings after 4:30 P.M., weekends, and on state holidays. The Contractor shall perform all their own maintenance. Sub Contractor's will only be allowed upon receiving written approval in advance from the Bureau Administrator. The Contractor's will only be allowed upon receiving written approval in advance from the Bureau Administrator. 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.

Contractor's Initials *EO*
Date 11/17/10

9. The Contractor shall in performing the services as described herein, utilize technicians skilled in the service of the described systems. The Contractor shall have in his/her 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 five minutes of report of occurrence. The Contractor shall physically respond to the site within two (2) hours after report of occurrence except Coos County. Coos County Superior Court's acceptable response time is five (5) hours. If the Contractor is required to work after 4:30 PM because of late arrival, the State may deduct the additional time over the two hour response time or five hour response (Coos County Court) time from any hourly payments due the Contractor.

10. 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.

11. 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.

12. 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.

13. The Contractor shall provide monthly trouble reports summarizing activities for the previous month's reports. The Contractor must meet with the State either in person or via telephone conference call regarding corrective actions and trouble resolution upon request.

14. 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 per permitted only with prior authorization of the Bureau Administrator or his designated representative.


15. 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.

16. 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.

17. 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.

18. The Bureau Administrators are as follows:

Bureau of Court Facilities:
Stephen Lorentzen
State House Annex
25 Capitol Street, Concord NH
(603) 271-1143

Contractor's Initials 
Date 11/17/10

Bureau of General Services:
Ronald White
State House Annex
25 Capitol Street, Concord, NH
(603) 271-6877

20. The Contractor (to include each employee and any approved sub-contractor(s) working in a state office or externally with the State's records) may be required to sign the State of New Hampshire's Confidentiality Form and Criminal Record Authorization Form. If required by the Bureau Administrator, prior to placing an individual in a State facility, all prospective personnel must receive clearance from the NH Department of Safety, Division of State Police, Criminal Bureau. Said clearance shall be obtained by submitting a Criminal Record Release Authorization Form (see Appendix C) on behalf of all personnel/employees and sub-contractor(s) to the Bureau Administrator.

21. The Agreement assumes the main fire panel and batteries are in operational and maintainable condition as of the effective date of this Agreement. If, upon initial inspection, which must occur within thirty (30) days of the effective date of this Agreement, the Contractor determines that repairs are necessary, repair charges will be covered under this Agreement (see Exhibit B, #4).

EXHIBIT B
CONTRACT PRICE AND PAYMENT TERMS

1. **Contract Price.** The Contractor shall receive payment in the amount of \$218,903.76 for the period of thirty-six (36) months commencing January 16, 2011 and expiring January 15, 2014 (herein after referred to as the contract price) in return for the services described in Exhibit A.
2. The Contractor hereby agrees to provide said services in compliance with all the requirements specified in Exhibit A at the prices indicated below for the term of the contract.
3. The State reserves the right to remove one or more locations from the contract at the price noted herein with the remaining locations serviced at the individually noted prices.

<u>BUILDING</u>	<u>3 YEAR CONTRACT PRICE</u>	<u>12 QUARTERLY PAYMENTS</u>
<u>COURT BUILDINGS / Bureau of Court Facilities:</u>		
Carroll County Court (Southern)	\$4,746.60	\$395.55
Carroll County Court (Northern)	\$2,067.48	\$172.29
Concord District Court	\$5,592.60	\$466.05
Coos County Superior Court	\$6,195.96	\$516.33
Derry District Court	\$2,045.16	\$170.43
Dover District Court	\$5,594.94	\$466.25
Franklin District Court	\$1,738.98	\$144.92
Hillsborough County Court South	\$10,319.94	\$860.00
Jaffrey-Peterborough District Court	\$2,397.24	\$199.77
Laconia Courthouse	\$4,176.90	\$348.08
Lebanon District Court	\$1,834.02	\$152.83
Manchester District Court	\$3,826.62	\$318.88
Merrimack Courthouse	\$4,885.92	\$407.16
Nashua District Court	\$2,624.40	\$218.70
Plymouth District Court	\$2,492.82	\$207.73
Portsmouth District Court	\$3,244.86	\$270.40
Rochester District Court	\$1,992.96	\$166.08
Rockingham County Court	\$11,374.20	\$947.85
Sub Total (Bureau of Court Facilities)	\$77,151.60	\$6,429.30

OFFICE BUILDINGS / Bureau of General Services:

Administrative Office of the Courts	\$1,737.36	\$144.78
Bridges House	\$1,866.96	\$155.58
Emergency Operations Center	\$4,878.90	\$406.58
Health and Human Services Building	\$19,303.56	\$1,608.63
Johnson Hall	\$5,384.70	\$448.73
Department of Justice	\$3,647.34	\$303.95
Legislative Office Building	\$7,856.46	\$654.71
Londergan Hall	\$4,395.96	\$366.33
Medical & Surgical Building	\$7,197.30	\$599.78

Contractor's Initials 

Date 11/15/10

Monadnock Mill	\$3,430.44	\$285.87
John O Morton Building	\$4,626.18	\$385.52
Department of Motor Vehicle	\$2,718.54	\$226.55
Old Labor Building	\$3,694.50	\$307.87
Records and Archives	\$6,355.44	\$529.62
Safety Building	\$8,746.38	\$728.86
61 South Spring Street	\$3,331.44	\$277.62
Spaulding Hall	\$5,929.02	\$494.08
State House	\$10,155.60	\$846.30
State House Annex	\$11,066.04	\$922.17
Supreme Court	\$5,615.82	\$467.98
Surplus Warehouse	\$1,882.08	\$156.84
D.O.T. Mechanical Services	\$2,578.86	\$214.90
D.O.T. Material Research	\$2,697.66	\$224.80
Upham Walker House	\$2,304.36	\$192.03
Walker Building	\$10,351.26	\$862.60
<hr/>		
Sub Total (Bureau of General Services)	\$141,752.16	\$11,812.68
Contract Price / 3 Year Grand Total	<u>\$218,903.76</u>	

4. **Invoicing.** The Contractor shall be responsible for submitting invoices to the State, separated by the Bureau of Court Facilities and the Bureau of General Services, in twelve (12) equal quarterly installments (April 2011, July 2011, October 2011 / January 2012, April 2012, July 2012, October 2012 / January 2013, April 2013, July 2013, October 2013 / January 2014).


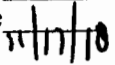
Invoice Addresses:

State of New Hampshire
Department of Administrative Services
Bureau of Court Facilities – Room 420
Attn: Stephen Lorentzen
25 Capitol Street
Concord, NH 03301

State of New Hampshire
Department of Administrative Services
Bureau of General Services – Room 408
Attn: Ronald White
25 Capitol Street
Concord, NH 03301

5. **Repair Rates, Emergency Service as Required, Per Hour.** In addition to the contract price, the Contractor shall be paid for repair work and emergency calls at such rates that are detailed below. The Contractor shall also be paid for any peripheral parts that require replacement. **Parts shall be invoiced at cost plus 20% over contractor's net cost.** Said invoices shall contain all appropriate information detailing the list and net prices as appropriate and their respective discounts.

Monday thru Friday, 8:00 A.M. to 4:30 P.M.: \$ 75.00 per hour/per person*

Contractor's Initials 
Date 

* This rate shall not be applied to the regular maintenance of the fire alarm panel system components, parts or labor, or to the semi-annual system testing as described in Exhibit A, #3.

Monday thru Friday, 4:31 P.M. to 7:59 A.M.:	\$	<u>92.00</u>	per hour/per person
Saturday Work:	\$	<u>92.00</u>	per hour/per person
Sunday & Holiday* Work:	\$	<u>115.00</u>	per hour/per person

**Holidays shall be based on State designated holidays*

The total amount of the contingency for the extra work (not included in the basic scope of work as described in Exhibit A) shall not exceed \$31,742 for a total contract contingency amount. Notwithstanding any provision of this contract to the contrary, in no event shall the total payments including the contingency exceed \$250,645.76 for the contract term.

- 6. Payment Terms.** Payment shall be due within thirty (30) days after receipt of properly documented invoices and acceptance of the work to the State's satisfaction.
- 7.** The Contractor shall not be reimbursed for mileage or travel time under this contract.

Contractor's Initials
Date 11/17/10

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 for this contract.

Contractor's Initials
Date 11/11/10

APPENDIX A
INVENTORY OF FIRE ALARM SYSTEM DEVICES

COURT BUILDINGS / BUREAU OF COURT FACILITIES

CARROLL COUNTY COURT SOUTHERN (Ossipee)

FIRE ALARM:

- 17 Addressable/Manual Pull Stations
- 118 Photoelectric Smoke Detectors
- 4 Photoelectric Duct Smoke Detectors
- 6 Analog Thermal Detectors
- 65 Strobes
- 1 Remote Serial Annunciator

CARROLL COUNTY COURT NORTHERN (North Conway)

FIRE ALARM:

- 1 Fire Alarm Panel (Firelite)
Sensiscan 1000
2-12 volt batteries
10 zones
- 24 Horns and Strobes
- 4 Manual Pull Stations
- 25 Smoke Detectors
- 2 Duct Smoke Detectors
- 1 Remote Annunciator

Contractor's Initials *Q*
Date 11/17/10

CONCORD DISTRICT COURT

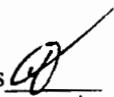
FIRE ALARM:

1	4100-8201	Fire Alarm Control Panel w/ Audio
	<i>Containing:</i>	
1	4100-7001	CPU Class 'B'
2	4100-5001	Zone Module 8 PT Class 'B'
1	4100-4001	Signal module 2 CKT class 'B' w/o Suppression
1	4100-0210	Single Channel Audio Control
1	4100-0207	100 Watt Amplifier 120 volt 70 volt
1	4100-0204	Microphone Enclosure
1	4100-0206	Redundant Tone Generator
1	4100-0223	Custom Message from Archive
1	4100-0302	24 Point Graphic I/O
1	4100-0404	8/16 Switch/Red-Green LED Module
1	4100-0412	1 Channel Audio Control Switch
2	4100-2002	4 Unit Package Size
4	2071-9211	Battery 50AH Lead Acid CF6V50
1	2081-9212	Battery Shelf for 2081-9211
1	2975-9156	Box/2 Unit for 2400 Beige
22	2902-9732	Speaker 4" Red ¼, ½, 1, 2 Watt
22	4903-9101	Audible Visual 24 VDC Xenon/Fire
13	2099-9201	Manual Station Single Action
1	2095-9011	Local Energy Master Box M34-56
1	2095-9010	Fire Box Pendant Lamp
1	2095-9041	F/A Gas Tube LT Arrester
40	2098-9201	Photoelectric Smoke Detector
40	2098-9637	Smoke Detector Base
4	2098-9649	Duct Housing 2 or 4 wire
4	2098-9201	Photoelectric Smoke Detector
4	2098-9811	Baffle for 2098-9201
4	2098-9798	Sampling Tube 73"
4	2098-9806	LED Alarm Indicator w/ Test key Switch
92	2098-9439	Rate of Rise and Fixed Temperature Heat Detector 135 Degrees
5	2098-9411	135 Degrees Fixed Temperature Heat Detector
2	2088-9505	24 VDC Door Release FM998P
1	XL-8	Graphic Annunciator
2	2098-9461	200 Degrees Fixed Temperature Heat Detector

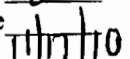
COOS COUNTY SUPERIOR COURT

FIRE ALARM:

1 - Notifier Model AFP-400 Analog Addressable Voice Fire Alarm System

Contractor's Initials 

Date



- 1 – AFP-400 Addressable/Voice Fire Alarm Control Panel, Voice Command Center with Microphone, Voice Message Chip, LCD-80 Display, AA-30 Audio Amplifier with Speaker Circuits Main Power Supply Cabinet with Door, Battery Charger with Sealed Batteries.
- 2 – PS12150 Battery Sets For FACP
- 6 – PS1270 Batter Set For FCPS-24
- 2 – PS1270 Battery Set For Pre Action Panel
- 1 – LCD 80 Annunciator
- 59 – SDX-551 Addressable Photoelectric Smoke Detectors with BX-501 Bases
- 4 – FDX 551 Addressable Heat Detectors with BX-501 Bases (ELV Shunt with CMX and MR101C Relays)
- 3 – DHX-501 Addressable Duct Detectors with Sampling Tubes, Remote Test Station and Smoke Detector Heads
- 8 – MM-2 Monitor Modules for Grouped Conventional Devices
- 40 – 2451 Photoelectric Smoke Detectors with B401B Bases
- 11 – MMX-1 Monitor Modules for Sprinkler Devices/Elevator Shunt Supervision
- 16 – BGX-101L Addressable Manual Pull Stations
- 21 CMX-2 For Auxiliary Control Functions
 - 1 X HVAC Interface
 - 1X Security System Interface
 - 8 X Speaker Circuits
 - 4 X Elevator Recall, 2 Primary, 2 Alternate Floor
 - 3 X FCPS/Strobe Interface
 - 4 X Elevator Shunt
- 4 – MR101C Control Relays (ELV Shunt)
- 3 – FCPS 24 Audio/Visual Power Supply with Batteries, 6 Signal Circuits
- 92 – Wheelock E-70 SL-24-VFR/E-70 SLM-24-VFR ADA Compliant Speaker Strobes
- 1 – Gentex WGMS 4-/75 WR Weatherproof Horn Light with Weatherproof Back Box
- 1 – Gamewell Master Box, Surface Mount Per Lancaster FD Code Wheel #42
 - 1 – System RPI001 Fire Alarm Control Panel for Sprinkler Preaction Function, 1 Waterflow Zone, 1 Supervisory zone, 2 Conventional Detector zones
- 7 – HD 603 135 Degree Heat Detectors
- 5 – HD 601 135 Rate of Rise Heat Detectors

DERRY DISTRICT COURT

FIRE ALARM:

- 1 – MFA Fire Alarm Control Panel Series 7200
- 1 – King Fisher Model KFRI Annunciator
- 10 – Audio Visual
- 30 – Smoke Detectors
- 5 – Pull Stations
- 1 – Duct Test
- 7 – Visuals

Contractor's Initials 

Date 11/17/10

DOVER DISTRICT COURT

FIRE ALARM:

- 1 – 7100 FCI Panel
- 9 – Double action pull stations
- 47 – Strobes
- 5 - Thermal heat detectors
- 197 - Smoke detectors

FRANKLIN DISTRICT COURT

FIRE ALARM:

- 1 – FCI FC-72 Series Alarm Panel
- 1 – Masterbox Gamewell #M 34-92
- 2 – Simplex 2098-9805 Duct Smoke Detectors
- 10 – Simplex 4904/9001 Horn/Strobe Units
- 3 – Simplex 2099/9102 Simplex Pull stations
- 1 - Flowswitch
- 4 – Tamper Switches
- 1 – Simplex 4602-9102RCU Remote Annunciator

HILLSBOROUGH COUNTY COURT SOUTH

FIRE ALARM:

- 1 Notifier AM 2020 Basic Control Panel
 - Contains:
 - a. CPU 2020 Central Processor Unit
 - b. DIA-1 Display Interface Assembly
 - c. LIB-200 Loop Interface Board
 - d. MPS-24 Main Power Supply
 - e. ICA-4 Interconnect Board and Chassis
 - f. BP-1 Battery Panel
- 1 SIB-64 Serial Interface Board
- 4 LIB-200 Loop Interface Boards
- 1 ICA-4 Interconnect Board and Chassis
- 2 DP-2 Dress Panel
- 1 CRT-1 Keyboard and Monitor
- 1 P-80 Printer
- 2 PS12600 12 Volt, 55 amp hour batteries
- 1 Remote Accunciator alarm and trouble display
- 1 R45-24 Battery Charger
- 112 SDX-551 Intelligent Photoelectric Detectors
- 161 FDX-551 Intelligent Thermal Detectors
- 273 BX-501 Intelligent Device Bases

Contractor's Initials *JD*
 Date 11/17/00

25	BGX102	Addressable Manual Stations
55	601	Rate of Rise Heat Detectors
17	DH2851DC	Duct Smoke Detectors
17	RM851DH	Remote Test Stations
17	PST851DH-3	Sample Tubes
17	A77-716-02	End of Line Supervision Relays
6	603	135 Degrees Fixed Temperature Heat Detectors
4	604	200 Degrees Fixed Temperature Heat Detectors
35	MMX-1	Monitor Modules
13	CMX-1	Control Modules
5	ISO-X	Isolator Modules
57	554-2917	Speaker-Strobe
17		Relay Assemblies
1	AE-1	Audio Evac Control Assembly
1	ATU/NY	Automatic Time Sequencer
1	SBT-1	Power Supervision Module
1	ABS	Audio Buss Selector Module
1	AFT	Amplifier Fail Transfer Module
1	SLE	Speaker Loop Expander
1	SW/BK	Switch Bank and Annunciator Module
1	MCP	Microphone Control Panel
1	Gamewell	Local Energy Trip Flush Mounted Master Box
1		Digital Transmitter
8	ZSR	Speaker Zone Cards
2	SUP-2	Supervisory Cards
1	AVM-10	Audio Visual Module
8	AVC-1	Audio Visual Cards
2	FAX-120	120 Watt Amplifiers
1	REC-2	Equipment Rack
1	LE-5	Lobby Enclosure
1	BL-3	Blank Strip - 3"
1	BR-175	Blank Strip - 1.75"
1	PSM-204A	Power Supply
1	BCP	Chassis for Power Supply
1	R-45-24	Power Supply Charger
1	LA-55	12 volt - 55 amp hour
1	TM-9	Slow Whoop Zone Module
4	BR-35	Blank Strip - 3.5"

JAFFREY-PETERBOROUGH DISTRICT COURT

FIRE ALARM:

- 1 7100 FCI Panel
- 9 Double Action pull stations

Contractor's Initials
Date 11/17/10

- 47 Strobes
- 4 Thermal Heat Detectors
- 37 Smoke detectors

LACONIA COURTHOUSE

FIRE ALARM:

- 2-Fire Panels-GE EST 3
- 8 -Heat detectors
- 49-Smoke detectors
- 6 -Duct smoke detectors
- 13-Pull stations
- 60 -Strobes/lights

LEBANON DISTRICT COURT

FIRE ALARM:

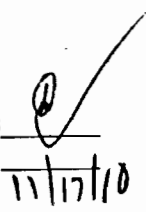
- 1 – System 500 Fire Alarm Control Panel with Cabinet, Audio-Visual Power Supply, Initiating Circuit Module-1Z-4
- 2– Battery Sets for Panel, PS 12120
- 8 – 2400 2 Wire Photoelectric Smoke Detectors with Base
- 4 – BNG Manual Fire Alarm Stations
- 5 – DH400ACDCP 4 Wire Duct Smoke Detectors with Photoelectric Sensor Heads, Remote Test Switches and Sampling Tubes
- 9 – SHG-24-1575WR Audio Visual Horn Strobes, ADA Compliant
- 12 – GX90S-4-1575WR Audio Visual Horn Strobes, ADA Compliant
- 2- FM Series 24 VDC Magnetic Door Holders
- 1 – Gamewell Master Box

MANCHESTER DISTRICT COURT

FIRE ALARM:

- 89 – Smoke Detectors
- 25 – In-duct Smoke Detectors
- 2 - In-Duct Smoke Detection Stations
- 34 – Manual Pull Stations
- 7 – Heat Detectors
- 1 - EST Panel RMDP-IN
- 40 - Horn/Strobe Evacuation Devices
- 1-Sub Panel- Powerpath & Wheelock in Court Security Office's closets

Contractor's Initials _____
Date _____


11/17/10

MERRIMACK COURTHOUSE

FIRE ALARM:

- 1 - Notifier Alarm Panel with associated internal equipment
- 1 - Notifier Annunciator Alarm Panel
- 2 - Notifier Strobe Booster sub-panels with all equipment and batteries
- 103 - Smoke Detectors
- 75 - Horn/Strobe Evacuation Devices
- 2 - In-Duct smoke detectors
- 2 - In-Duct Smoke Detection Stations
- 9 -Manual Pull Stations

* Merrimack also has (2) elevators with their own internal fire safety devices included in their control panels.

NASHUA DISTRICT COURT

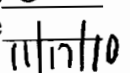
FIRE ALARM:

- 1 Flex111 Flexalarm III Multizone cabinet
- 2 PS12150N Sealed Rechargeable 12 Volt Battery
- B
- 1 10 ¼ X 24" Battery Shelf
- 1 Fire Alarm Annunciator Panel
- 1 Fire Alarm Visual Zone Panel
- 1 Master Box (numbered) 852
- 1 A 3420-E Killark Light Fire-Red
- 5 50414 Rate of Rise & Fixed Temperature Heat Detector 135
- 6
- 2 50417 200 Fixed Temperature Heat Detector
- 1 148H 200 Fixed Temperature Heat Detector
- 1 Fire Alarm Horn & Flashing Light Unit's
- 3
- 8 Single Action Fire alarm Manual Stations
- 7 Smoke Detectors
- 1 Smoke Detector Ionization Type
- 4 Smoke Duct Detectors
- 1 Elevator Smoke Detector
- 1 Dumbwaiter Smoke Detector
- 2 Exhaust Fan Smoke Detector

Note: All fire alarm fixtures are Gamewell.

Contractor's Initials 

Date



PLYMOUTH DISTRICT COURT

FIRE ALARM:

- 1 Hochiki HCP1000 fire alarm control panel
- 1 Hochiki HRM1008 relay expander card
- 2 55AH 12V battery
- 1 Evax 50 Voice evacuation panel with 4 zone splitters
- 2 10AH 12V battery
- 1 Silent Knight #5495 Aux. power supply
- 2 10AH 12V battery
- 1 2080-9024 Digital Alarm Communication Transmitter
- 2 2080-9022 Cords to RJ31X
- 1 2098-9649 Duct Detector Housing
- 1 2098-9201 Photoelectric Smoke Detector
- 1 2098-9811 Baffle for 2098-9201
- 1 2098-9806 Remote Alarm Indicator/Test Switch
- 1 2098-9797 Sampling Tube 49"
- 20 2098-9201 Photoelectric Smoke Detectors
- 14 2098-9211 Smoke Detector Base 2-Wire
- 6 2098-9536 Smoke Detector Base 4-Wire with Relay
- 1 4098-9402 Heat Detector 135 Degrees Rate of Rise
- 9 4098-9403 Heat Detector 200 Degrees Fixed
- 7 2099-9756 Double Action, Push Type, Manual Pull Stations
- 1 2904-9109 SL-5 Strobe Light
- 43 4903-9301 Speaker/Strobe Units 15 CD Red
- 3 4905-9914 Synchronized Flash Modules


PORTSMOUTH DISTRICT COURT

FIRE ALARM:

- 1 FCI Fire alarm control panel
- 1 Remote annunciator - 10 zone
- 1 Gamewell master box - exterior
- 1 Exterior horn/strobe evacuation device
- 10 Interior horn/strobe evacuation devices
- 62 Heat detectors
- 6 Smoke/heat detectors
- 8 Manual pull stations

ROCHESTER DISTRICT COURT

FIRE ALARM:

Contractor's Initials 

Date 

- 1 4002-8001 Fire Alarm Control Panel
Containing:
- 1 4002-6001 Input power 120 VAC
- 1 4002-7002 CPU Class "A"
- 2 4002-0102 Zone Disconnect Module 4 PT
- 1 4002-2001 2 Unit Package
- 1 AL602ULA NAC Power Extender w/2 12 Volt 12AH
DA batteries
- 1 PC 1864 Alarm Dialer Panel
- 2 SLA 1105 12 Volt 12AH batteries
- 7 2099-9201 Manual Station Single Action
- 7 2098-9201 Photoelectric Smoke Detectors
- 5 2098-9637 Smoke Detector Base
- 3 2098-9738 DET/ACC Relay SPDT
- 2 2098-9649 Duct Mounted Smoke Detectors
- 2 2098-9797 Sampling Tubes for Duct Smoke Detectors
- 2 2098-9811 Baffle
- 2 2098-9806 Red Alarm LED Indicator w/Test Switch
(for duct detector testing)
- 7 2098-9442 200 Degree Fixed Temperature Heat
Detector
- 28 4903-9239 Audible/Visible Unit (Horn/Strobes)
- 5 GT-904- Commander-3 24VDC Selectable CD
1321-2 Strobe (Horn/Strobe)
- 1 4602-9102 Serial Annunciator RCU
- 5 ----- Visual Strobe Only (Located in Restrooms)

ROCKINGHAM COUNTY COURT

FIRE ALARM:

- 159 – Smoke Detectors
- 19 – In-duct Smoke Detectors
- 32 – Manual Pull Stations
- 200 – Heat Detectors
- 1 – EST Panel IRC-3

Contractor's Initials D
Date 11/17/10

OFFICE BUILDINGS / BUREAU OF GENERAL SERVICES

ADMINISTRATIVE OFFICE OF THE COURTS

FIRE ALARM:

- 1 – Fire Alarm Control Panel 8 IDC 4 NAC red
- 1 – 2 IDC & 2 NAC Relay Module Class B
- 1 – 8 Point I/O Module
- 1 – City Circuit Module
- 1 – Power Distribution Module
- 1 – Class A adapter Module
- 2 – 10 Amp Hour Batteries
- 1 – Gamewell Master Box M34-92
- 1 – Red Strobe Light
- 1 – Green Strobe Light
- 1 – Annunciator
- 8 – Pull Stations
- 12 – Audio Visual Units 24 VDC 15 CD Red
- 4 – Visual Only 24 VDC 15 CD red
- 4 – Low Profile Photoelectric Smoke Detectors
- 2 – 4 Wire Base w/Relay

BRIDGES HOUSE

FIRE ALARM:

- 1 Honeywell Fire alarm control panel
- 1 FB 4600 central station digital transmitter
- 2 Horn/Strobe
- 4 Smoke detectors
- 28 Heat detectors
- 2 Manual pull stations
- 2 12V 7.5AH batteries

EMERGENCY OPERATION CENTER (224 SHEEP DAVIS ROAD)

FIRE ALARM:

- 1 Master Box #8845
- 1 Panel FCI Series 7200
- 3 Remote Annunciators (KDU)
- 12 Manual Stations
- 18 135*F/T R/R Heat Detectors
- 11 Sprinkler Water Flow
- 17 Sprinkler Supervisory

Contractor's Initials @

Date 11/15/10

- 29 Photo Electric Smoke Detector
- 11 Photo Electric Duct Smoke Detector
- 3 CO2 Detector
- 10 Remote Test Station Key Operated
- 51 Electronic Horn/Strobe
- 4 Sirens
- 28 Strobe Only
- 8 12V 12 Amp Batteries #ps12120
- 2 Red Strobe
- 2 Green Strobe
- 1 Fixed Red Light over Knox Box

HEALTH & HUMAN SERVICES BUILDING

FIRE ALARM:


PHASE I & II:

- 3 – Gamewell EST-3 Addressable Analog Control Panel
- 3 – 3-CPU Central Processor Module
- 3 – 3-RS485 Communication Card
- 2 – 3-SSCD Analog Loop Card
- 1 – 3-OPS City Tie Module
- 8 – 3-ZA-30 30 Watt Amplifiers
- 1 – 3-LCD Display
- 1 – 3-ASU/4 Audio Controller
- 4 – 3-12/S2Y Switch Modules
- 1 – 3-PPS/M Primary Power Supply
- 3 – 3-BPS/M Booster Power Supplies
- 1 – 3-CAB-21B Wall Box Red with Cat 30 Lock
- 1 – 3-CAB-21D Outer Door Red With Cat 30 Lock
- 3 – 3-CHAS-7 Chassis Assemblies
- 3 – PW1260 60 Amp Hour Batteries
- 1 – 70970 Battery Cabinet with Cat 30-Lock
- 1 – EST-3 Addressable Analog Control Sub Panel
- 1 – 3-CPU Central Processor Module
- 1 – 3-RS485 Communicator Card
- 2 – 3-SSDC Analog Loop Cards
- 6 – 3-ZA-30 30 Watt Amplifiers
- 1 – 3-LCD Display
- 1 – SAN-MIC II Remote Mic Module
- 4 – 3-12/S2Y Switch Modules
- 1 – 3-PPS/M Primary Power Supply
- 3 – 3-BPS/M Booster Power Supplies
- 1 – 3-CAB 21B Wall Box Red w/Cat 30 Lock
- 1 – 3-CAB-21D Outer Door Red with Cat 30 Lock
- 3 – 3-CHAS7 Chassis Assemblies
- 2 – PW1260 60 Amp Hour Batteries

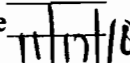
Contractor's Initials *g*

Date *11/10*

- 1 – 70970 Battery Cabinet
- 1 – PT-1 System Printer
- 1 – M34-56 Gamewell Masterbox with AC-1 Fire Alarm Pedestal
- 1 – SL-5 Red WP Beacon Light
- 199 – SIAG-PS Photoelectric Smoke Detectors and bases
- 55 – E-70-24110W-FR Speaker Strobes 110 Candela with Surface Boxes SBB-R
- 20 – E-70-2415W-FR Speaker Strobes 15 Candela with Surface Boxes SBB-R
- 72 – E70-2430W-FR Speaker Strobes 30 Candela with Surface Boxes SBB-R
- 63 – E702475W-FR Speaker Strobes 75 Candela with Surface Boxes SBB-R
- 18 – RS2415W-FR Strobes 15 Candela with SHBB-R Surface Back Boxes
- 39 – SIGA-278 Pull Stations with 276-RSB Surface boxes and Cat 30 Locks
- 26 – SIGA-DH Duct Smoke Detectors
- 26 – SIGA-PS Smoke Detectors
- 26 – SIGA-DTS Remote Test Switches
- 26 – SIGA-CR Control Modules
- 26 – SIGA-LED Indication Lights
- 26 – 6261-003 Sampling Tubes
- 5 – SIGA-CR Control Modules
- 5 – SIGA-CT1 Monitor Modules
- 4 – SD-240 Beam Smoke Detectors with Receivers
- 17 – SIGA-CR Control Module Damper Controls
- 24 – SIGA-CR Control Modules/Elevator Recall
- 6 – #624 200 Degree Fixed Heat Detectors for Elevator Shafts
- 18 – DSM-12/24R Synchronizing Modules


Contractor's Initials 

Date



LABS:

4	3-CAB21B	Wall Box for 3 3-CHAS7
11	3- CAB21DR	Red Door Package for 3-CAB21B
12	3-CHAS7	Mounting Chassis For 7 LRM or 1 CPU, 1 monitor and 4 LRM
4	3-CPU1	Main Control for FACP or Network Node
4	3-LCD	Main Display for FACP or Network Node
4	3-PPS/M	Primary Power Supply w/Monitor Module
8	3-BPS/M	Booster Power Supply w/Monitor Module
4	3-SSDC	Single Analog/Addressable Signature Loop Controller
18	3-ZA20A	20 Watt Class "A/B" Network Comm Module
2	3-REMICP	Panel Mount Remote Microphone
4	3-RS485	RS-485 Class "A/B" Network Comm Module
8	DCS-50L	50 AH Batteries
4	BCA	Battery Cabinet
231	SIGA-PS	Analog/Addressable Photo Smoke Detector Head
40	SIGA-HFS	Analog/Addressable 135 Fixed Temp Detector Head
200	SIGA-SB	Analog/Addressable Standard Detector Base
6	SIGA-DH	Duct Housing for Analog/Addressable Smoke Detector
6	SIGA-PS	Analog/Addressable Photo Smoke Detector Head
6	SIGA-SB	Analog/Addressable Standard Detector Base
6	SIGA-DTS	Addressable Duct Function Test Module
6	SIGA-CR	Addressable Form "C" Relay Module
6	6261-003	42" Sampling Tube for SIGA-DH Duct Housing
6	SIGA-LED	Remote LED for SIGA Detector
40	SIGA-CT1	Addressable Single Input Module
22	SIGA-MAB	SIGA-UIO# Addressable Class "A" Signal CKT Plug-In Module
24	SIGA-CR	Addressable Form "C" Relay Module
22	SIGA-278	Addressable Double Action Manual Pull Station
4	SIGA- UIO6R	6 Slot Universal Input/Output Module Board W/Riser Inputs
100	RSS24MC WFR	Multi Candela Storage
22	DSM- 12/24-R	Sync Module (2) Class "B" CKT/(1) Class "A" CKT
120	E7024MCW FR	Red Speakers/Strobe
1	RSSWP- 2475WFR	Weather Proof Strobe
1	WPSBB-R	Surface Weather Proof Box Red
1	ET1010R	Weather Proof Strobe Speaker
1	IOBR	Weather Proof Back Box
30	1504-N5	Flush Mounted 110 AC Door Holder

Contractor's Initials 

Date

10/17/10

HEALTH & HUMAN SERVICES BUILDING CONT'D

PRE-ACTION SYSTEM (29 Hazen Drive):

- 10 Detectors in 3 Vaults L.L. West
- 1 PS-10-2A Pressure Switch
- 1 PS-40-2A Pressure Switch
- 1 OSySV – 2" Valve
- 1 3" Deluge Valve Model E-1
- 1 Easy Rider Check Valve Model F-1
250PSI Flange Groove
- 1 Air Compressor General Air Products,
Model #OL11016AC

JOHNSON HALL


FIRE ALARM:

- 1 – Simplex 4005 Main Fire Alarm Panel with Digital Transmitter SAF
- 51 – Simplex 2098-9603 Smoke Detectors
- 76 – Simplex 2098-9464 Rate of Rise Heat Detectors
- 9 – Simplex 2098-9460 Fixed Heat Detectors 135 Degree F
- 11 – Simplex 2098-9101 Audio Visual Units
- 9 – Simplex 2099-9201 Manual Pull Stations
- 1 – Gamewell Master Box
- 2 – Remote Annunciators
- 1 – Outside Light

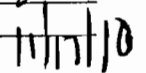
DEPARTMENT OF JUSTICE

FIRE ALARM:

- 1 Gamewell Box
- 1 Unimode 15 Mount Back Box #4520-14
- 1 Unimode Door #4520-111
- 1 Unimode Chassis #4520-015
- 1 Unimode Power Supply #4520-812
- 1 Unimode Battery Supply #4520-638
- 1 Unimode Space Age Annunciator #M16
- 2 Unimode Water Flow Modules #4520-529
- 1 Unimode Signal Module #4520-701
- 25 Unimode GX 90S-4HWR Horn/Strobes
- 13 Unimode Horn/Light Units
- 6 Unimode Heat Detectors
- 80 Unimode Smoke Detectors
- 8 Unimode 3536-611T Smoke Detectors
- 13 Unimode Pull Stations

Contractor's Initials 

Date



- 1 Unimode Power Extender #4520-912
- 1 Unimode Switch Module #4520-435
- 1 Unimode Control #4520-838
- 1 Simplex 4004 FACP

LEGISLATIVE OFFICE BUILDING

FIRE ALARM:

- 1 30 Zone Honeywell fire alarm control panel with standby power (using 22 zones)
- 1 Remote zone annunciator (exterior)
- 1 Gamewell master box
- 1 FB-4600 central station digital transmitter
- 1 Elevator recall module
- 148 Heat detectors
- 40 Smoke detectors
 - 2 Duct type smoke detectors
- 15 Manual pull stations
- 28 Horn/strobe evacuation devices
- 12 Magnetic door releases
 - 2 Sprinkler water flow switches
 - 3 Gate valve tamper switches
 - 2 Gate valve tamper switches for elevator shafts

LONDERGAN HALL

FIRE ALARM:

- | | | | |
|----|----------|-----------|------------------------------------|
| 1 | Notifier | NFS-3030 | Main Fire Alarm Panel |
| 36 | Simplex | 2098-9461 | Fixed Heat Detectors 200 degrees F |
| 54 | Simplex | 2098-9603 | Smoke Detectors |
| 14 | Simplex | 2098-9101 | Audio Visual Units |
| 32 | Simplex | 2098-9464 | Rate of Rise Heat Detectors |
| 1 | Gamewell | | Masterbox |

M&S BUILDING

FIRE ALARM:

- 1- Notifier NFS-320
- 2- Powerpath Boosters
- 1-Annuciator Panel
- 21-Pull Stations

Contractor's Initials
 Date

- 135 -Photo Detectors
- 16-Heat Detectors
- 79-Horn & Strobes
- 65-Strobes
- 23-Monitor Modules
- 11-Tamper Switches
- 7-Pressure Switches
- 5-Flow Switches
- 17-Relay Modules
- 4-Fixed Heat Detectors
- 1-Control Module

MONADNOCK MILL

FIRE ALARM:

- 1 Hochiki 4127 Fire Panel
- 1 Remote zone annunciator
- 1 Gamewell masterbox with red light
- 27 Heat detectors
- 45 Smoke detectors
- 14 Manual pull stations
- 17 Horn/strobe evacuation devices

MORTON BUILDING

FIRE ALARM:

- Notifier AFP 406 Fire Alarm Control Panel
- 1 - Sub Panel
- Fire department connection
- 1 - Remote annunciator DR-A5R1
- 1 - Remote F/A Control Panel
- 2 - 1255 Batteries

- 2 - Heat/Elevator Shaft
- 76 - Smoke Detectors
- 17 - Pull Stations
- 149 - Horn/Strobe

PRE-ACTION SYSTEM:

- 1 Viking Pre-Action Fire Panel (Par 3)
- 1 1 1/2" Deluge Valve (E3)
- 1 Asco Shutoff Actuating Valve
- 1 Detectors in G-46
- 1 Pull Station in G-46

Contractor's Initials

Date

[Handwritten signature]
[Handwritten date]

- 2 Batteries (12V 12AH)
- 1 3" Deluge Valve (B-1)

DEPARTMENT OF MOTOR VEHICLE

FIRE ALARM:

- 1 Control Panel
- 6 Batteries
- 7 Manual Station
- 46 ION/PHOTO Smoke Detectors
- 8 Heat Detectors
- 6 Duct Detectors
- 2 Strobe/Visual Device
- 1 Graphic Annunciator
- 2 Travel

OLD LABOR BUILDING


FIRE ALARM:

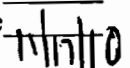
- 1 Honeywell Fire alarm control panel with stand by power
- 1 Gamewell master box
- 1 Central station transmitter
- 72 Heat detectors
- 12 Smoke detectors
- 10 Horn/Strobe Units
- 5 Manual pull stations

RECORDS AND ARCHIVES (21 Fruit Street)

FIRE ALARM:

- 1 4100U Simplex Fire Panel
- 2 4009-9201 NAC Power Extenders
- 14 4099-9003 Pull Stations
- 170 4098-9714 Smoke Sensors
- 170 4098-9792 Smoke Base
- 2 4098-9789 LED Sensor Base
- 28 4098-9733 Heat Sensor
- 28 4098-9792 Heat Base
- 2 4098-9789 LED Heat Base
- 4 5624 Heat Detector Fixed 194 Degrees
- 5 2096-9796 Duct Smokes
tube
- 5 2098-9806 Remote Test Stations

Contractor's Initials 

Date 

5	4098-9843	Relays (parn-sd)
2	4090-9101	Zone Adapter Modules
4	2098-9808	Remote Alarm Indicator
4	4090-9002	Individual Address Module ®
27	4090-9001	Individual Address Module (s)
34	4906-9127	Multicandella H/S Wall Mount
28	4906-9128	Multicandella H/S Ceiling Mount
1	98BR-G1	Strobe-Red
1	98BG-G1	Strobe-Green
13	4906-9101	Multicandella Strobe Wall Mount
16	4906-9102	Multicandella Strobe Ceiling Mount
5	2088-9608	Door Holders 24V dc

SAFETY BUILDING

FIRE ALARM:

Notifier panel NFS-640
 Central station transmitter
 Gamewell fire department connection
 Remote Annunciator
 99 – Heat Detectors
 118 – Smoke Detectors
 24 – Pull Stations
 95 – Horn/Strobe Units
 1 - Connection to Halon system-computer room
 63 - Strobes

61 SOUTH SPRING STREET

FIRE ALARM:

1	4020-7003	Simplex Fire Control Panel
1	4020-7003	Master Controller
1	4020-0305	8 pt. I/O Module
1	4020-6084	Version 9 Software
1	2190-9169	Short Circuit Isolator
1	4602-7101	Graphic Driver I/O Board
1	W.P. xL8	Graphic Annunciator
24	4903-9417	Horn/Strobe 2 wire 15 candela
8	4903-9418	Horn/Strobe 2 wire 75 Candela
20	4904-9331	Strobe 15 Candela
4	4904-9332	Strobe 75 Candela
4	4905-9938	Smartsync Control Module
1	WP-98BG-G1	Strobe-Green 24VDC
1	98BR-G1	Strobe-Red 24VDC

Contractor's Initials *CD*
 Date 11/11/16

16	2099-9761	Pull Stations
58	4098-9714	Smoke Sensors
4	4098-9714	Smoke Sensor LED
4	4098-9756	Duct Smoke Sensor
4	2098-9797	Tube
2	4098-9733	Heat Sensor
2	4098-9789	Heat Sensor LED Output Base
7	2098-9808	Remote Alarm Indicator
4	2098-9806	Remote Test Station
4	4098-9843	Relays
11	2190-9172	Individual Addressable Modules Supv
4	2190-9163	Zone Adapter Module

SPAULDING HALL

FIRE ALARM:

1	4002-8001	Simplex Fire Alarm Control Panel
	<i>Containing:</i>	
1	4002-6001	120 VAC Operation
1	4002-7001	CPU with 8 Zones, 2 SIG. CIR, Class B
2	4002-0102	4 Point Zone Disconnect Modules
1	4002-2001	#2 Cabinet Package
2	2081-9274	10 AH Maint. Free System Batteries
1	Mini 10	Weatherproof Annunciator
42	2098-9201	Low Profile Photoelectric Smoke Detectors
35	2098-9637	Smoke Detector Bases
5	2098-9536	Detector Bases 4-Wire w/Relay SPDT 1 AMP
5	2098-9739	E.O.L. Trouble Relays
86	2098-9439	135 Degrees Rate of Rise Heat Detectors
14	2099-9201	Manual Stations Single Action
27	4903-9101	Audio/Visual Strobe Units 24 VDC
27	2901-9838	Horns, Red 24 VDC Surface
13	2098-9461	Heat Detectors, 200 Degrees Fixed Temp
1	2098-9806	Remote Alarm Indicator w/Test Keyswitch
1	2095-9011	Local Energy Trip Exterior Master Box
1		Digital Transmitter

Contractor's Initials
Date 11/17/10

STATE HOUSE

FIRE ALARM:

Honey FC-72 Series Fire Alarm Control panel with standby power
Gamewell master box
Sprinkler System Remote Annunciator and Panel
Honeywell central station transmitter
Remote Annunciator
173 - Heat detectors
74 - Smoke detectors
23 - Horn/Strobe Units
14 - Strobe Lights
18 - Manual pull stations
2 - Magnetic door holders


PRE-ACTION SYSTEM:

1 - Pre-action fire alarm control panel (FCI) with batteries
1 - Pull station
1 - Duct Detector
41 - Fixed temperature heat detectors (Note: approximately 2/3 of the detectors are located within the floor/ceiling spaces and will be difficult to test)

STATE HOUSE ANNEX

FIRE ALARM:

FCI Fire Alarm control panel with standby power
Gamewell fire department master box
Honeywell central station transmitter
253 - Heat detectors
73 - Smoke detectors
26 - Manual pull stations
24 - Evacuation horn/strobe lights
13 - Strobe Units
18 - Magnetic door releases
Sprinkler water flow switch
Gate valve tamper switch
FBI Dialer

Contractor's Initials 

Date 

SUPREME COURT

FIRE ALARM:

- 1 - FCI FC 72 Fire alarm control panel with stand by power
- 1 - Gamewell fire department master box
- 1 - Central station transmitter
- 1 - Remote annunciator
- 90 - Heat detectors
- 54 - Smoke detectors
- 9 - Manual pull stations
- 34 - Horn/Strobe Lights

SURPLUS WAREHOUSE

FIRE ALARM:

- 1 - 10 Zone FC-72 Series Fire Alarm Panel
- 1 - Signal/Reversing Trouble Relay
- 1 - Auxiliary Device Actuation Module
- 1 - Signal Circuit Module
- 1 - Supervisory auxiliary relay board
- 1 - Subsequent alarm module
- 1 - Relay DPDT track (10 amp)
- 12 - Single Action Pull Stations
- 1 - Photoelectric Smoke Detector
- 27 - Horn/Strobes
- 3 - Strobe Lights
- 1 - 16 Zone Annunciator
- 1 - Master Box
- 1 - 120 VAC Red Light w/cage
- 1 - Red Strobe 12/28 Vac

DEPARTMENT OF TRANSPORTATION MECHANICAL SERVICES (226 Sheep Davis Road)

FIRE ALARM:

- 1 Gamewell Master Fire Alarm Signal Box
- 1 Fire Alarm System Control Panel AFP-200 Notifier
- 3 Fire Alarm System Remove Panel FCCPS-24S8
- 79 Audible & Visual Alarm Signal
- 2 Exterior Flashing Signal Beacon
- 1 Exterior Flashing Signal Green Beacon
- 3 Visual Only Alarm Signal ADA Rated
- 17 Notifier Manual Pull Station
- 4 Duct Smoke Detectors w/Remote Test Switch

Contractor's Initials *Q*
 Date 11/17/10


- 5 Smoke Detectors w/Remote Alarm Indicator
- 1 Heat Detector w/Remote Alarm Indicator
- 16 Monitor Zone Adapter Module – Notifier
- 1 Knox Box

DEPARTMENT OF TRANSPORTATION MATERIAL RESEARCH LAB (5 Hazen Drive)

FIRE ALARM:

EST Fire Alarm System Containing:

- 1 2-WB3R Red Surface Extended Back Box
- 1 2-WB3DR Red Surface Extended Door
- 1 2-PPS/6A Main Power Supply 6.4 AMP
- 1 2-MCD Analog Loop Controller Module & Display
- 1 2-LCX Analog Loop Expander Module
- 1 2-CTM Master Box Module
- 1 SIGA-CCI Master Box Interface Used with 2-CTM
- 4 ASLA 1075 7 AH Batteries
- 2 MVP-U1 33 AH Batteries
- 1 BCA Battery Cabinet
- 16 M16 16 Zone Annunciator Common Positive Switch Negative
- 1 SAN-CPU Power/Comm Card for San Series Module
- 1 SDR-32K 32 Point San Annunciator Driver for Lamps or Relays
- 1 SAN-4R Red 4 Module +1 CPU San Ann Cabinet
- 1 BP-A San Blank Filler Plate
- 2 PS 12/24-8MP 8 AMP Signal Panel (2 Class "A" CKTS or 4 Class "B" CKTS)
- 26 SIGA-PS Analog/Addressable Photo Smoke Detector Head
- 4 SIGA-HFS Analog/Addressable 135 Fixed Temp Detector Head
- 30 SIGA-SB Analog/Addressable Standard Detector Base
- 4 SIGA-SD Analog/Addressable Duct Detector
- 4 SIGA-SDTRK Duct Function Test Module
- 4 SD-T36 36" Sampling Tube for Siga-DH Duct Housing
- 9 SIGA-LED Remote LED for Siga-Detector
- 5 SIGA-CT2 Addressable Dual Input Module
- 2 SIGA-MCC1 Siga-UIO#Addressable Class "B" Signal CKT Plug-In Module
- 2 SIGA-CR Addressable Form "C" Relay Module
- 9 SIGA-278 Addressable Double Action Manual Pull Station
- 1 SIGA-UIO6R 6 Slot Universal Input/Output Module Board Wriser Inputs
- 30 NS-24MCW-FR Multicandella Strobe
- 1 ASWP-2475WFR Weather Proof Horn Strobe

Contractor's Initials 
 Date 11/17/10

UPHAM WALKER

FIRE ALARM:

- 1 Hochiki , Model HCP 204E
- 2 12V 7.5 AH batteries
- 3 Simplex #2008-9502 door holders
- 9 Simplex #2903-9101 audio/visual units
- 12 Simplex #2098-9464 heat detectors
restroom
- 25 Simplex #2093-9603 smoke detectors
- 1 Ademco 221 Transmitter
- 7 Pull stations
- 11 Fixed temperature heat detectors

WALKER BUILDING

FIRE ALARM:

- 1 Control Panel
- 8 Batteries
- 1 Digital Dialer
- 1 LCD Anunciator
- 43 Manual Station
- 288 ION/Photo Smoke Detectors
- 2 Heat Detectors
- 3 Duct Detectors
- 1 Field Power Supply/FCPS
- 150 Horn Strobe
- 40 Strobe/Visual Device
- 2 Elevator Recall
- 1 Travel

Contractor's Initials *EW*

Date *11/10*

APPENDIX B

SECTION 1.6 ACCOUNT NUMBERS

AGENCY:

BUREAU OF COURT FACILITIES

All Court Buildings:

01-14-14-141510-20450000-048-500226

Contingency:

01-14-14-141510-20450000-048-500226

AGENCY:

BUREAU OF GENERAL SERVICES

Administrative Office of the Courts:

01-14-14-141510-20400000-048-500226

Activity# 1460SUCT

Bridges House:

01-14-14-141510-20510000-048-500226

Emergency Operations Center:

01-14-14-141510-20810000-048-500226

Health and Human Services:

01-14-14-141510-20300000-048-500226

Johnson Hall:

01-14-14-141510-20960000-048-500226

Department of Justice:

01-14-14-141510-20980000-048-500226

Legislative Office Building:

01-14-14-141510-21060000-048-500226

Londergan Hall:

01-14-14-141510-20950000-048-500226

Medical & Surgical Building:


01-14-14-141510-20830000-048-500226

Monadnock Mill:

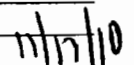
01-14-14-141510-21670000-048-500226

John O. Morton Building:

01-14-14-141510-20900000-048-500226

Contractor's Initials 

Date



Dept of Motor Vehicle Building:
01-14-14-141510-20820000-048-500226

Old Labor Building:
01-14-14-141510-20850000-048-500226

Records and Archives:
01-14-14-141510-20400000-048-500226
Activity# 1460ARCH

Safety Building:
01-14-14-141510-20800000-048-500226

61 South Spring Street:
01-14-14-141510-20930000-048-500226

Spaulding Hall:
01-14-14-141510-20970000-048-500226

State House:
01-14-14-141510-20400000-048-500226
Activity# 1460STHO

State House Annex:
01-14-14-141510-20400000-048-500226
Activity# 1460ANNX

Supreme Court Building:
01-14-14-141510-20400000-048-500226
Activity# 1460SUCT

Surplus Warehouse:
01-14-14-141510-14100000-048-500226


D.O.T. Mechanical Services:
01-14-14-141510-20880000-048-500226

D.O.T. Material Research:
01-14-14-141510-20890000-048-500226

Upham Walker House:
01-14-14-141510-20990000-048-500226

Walker Building:
01-14-14-141510-20940000-048-500226

Contingency:
01-14-14-141510-20400000-048-500226

Contractor's Initials 
Date 11/17/10

**APPENDIX C
Criminal Record Release Authorization Form**



New Hampshire Department of Safety
DIVISION OF STATE POLICE
Central Repository for Criminal Records
13 Parker Drive, Concord, NH 03308

CRIMINAL RECORD RELEASE AUTHORIZATION FORM

SECTION I

IF THIS TYPE OF REQUEST IS MADE, ALL INFORMATION IN THIS SECTION MUST BE COMPLETED

NAME _____
LAST FIRST MIDDLE INITIAL
 ADDRESS _____
STREET CITY STATE ZIP CODE
 DATE OF BIRTH _____ HAIR COLOR _____ EYE COLOR _____ SEX _____
 DRIVER LICENSE NUMBER _____ STATE _____

PURPOSE FOR RECORD: Release to attorney to employer other _____

All records released under this authorization are for the use of the individual named on this form.

YOUR SIGNATURE _____ DATE _____
DEPT. OF SAFETY / DIVISION OF STATE POLICE

SECTION II

IF RECORDS ARE TO BE MAILED TO YOU OR RECEIVED BY SOMEONE OTHER THAN YOURSELF,

ALL OF SECTION II MUST BE COMPLETED

PLEASE PRINT THE NAME AND ADDRESS OF THE PERSON TO WHOM THE RECORDS ARE TO BE MAILED TO YOU OR RECEIVED BY SOMEONE OTHER THAN YOURSELF.

NAME OF PERSON/FIRM TO RECEIVE RECORDS _____
 ADDRESS _____
STREET CITY STATE ZIP CODE
 YOUR SIGNATURE _____ DATE _____
 NOTARY'S SIGNATURE _____ DATE _____
STATE
 SIGNATURE OF PERSON TO WHOM RECORDS ARE TO BE MAILED _____

NOTE: A \$25.00 fee is required for each request. Make checks payable to: State of NH - Criminal Records.

Contractor's Initials

Date

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, Michael O'Rourke, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name)

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

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

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

Michael O'Rourke
(Contract Signatory - Signature)

November 17, 2010
(Date)

STATE OF New Hampshire
COUNTY OF Hillsborough

On this the 17 day of NOVEMBER 20 10, before me Melissa Gouveia
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared Michael O'Rourke, known to me (or
(Contract Signatory - Print Name)

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

(NOTARY SEAL)

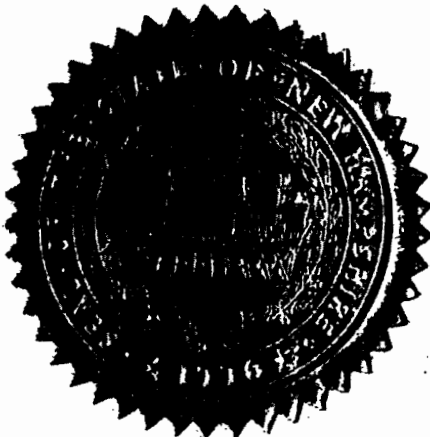
Melissa Gouveia
(Notary Public / Justice of the Peace - Signature)

Commission Expires: 1-11-11

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Tri State Fire Protection, LLC is a New Hampshire limited liability company formed on January 6, 2006. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of November, A.D. 2010

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

William M. Gardner
Secretary of State

PRODUCER (603)224-2562 FAX (603)224-8012 The Rowley Agency, Inc. 139 Loudon Road P.O. Box 511 Concord, NH 03302-0511		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Tri-State Fire Protection, LLC 84 Lake St Nashua, NH 03060		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Admiral Ins./Swett & Crawford	0022
		INSURER B: The Netherlands Ins. Co.	24171
		INSURER C: Maine Employers Mutual Ins Co	0008
		INSURER D: Scottsdale Ins / Swett & Crawford	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (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"/> Deduct: \$5,000	CA000008386-03	01/23/2010	01/23/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (As) (incl patient) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA 8374365	01/23/2010	01/23/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGES (Per accident) \$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
D		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	XLS0046901	01/23/2010	01/23/2011	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 SPECIAL PROVISIONS below	3102801121	01/23/2010	01/23/2011	<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
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 with respect to the operations performed by the Named Insured during the policy period.
 *except 10 days for non-payment of premium

CERTIFICATE HOLDER Bureau of Purchase and Property Attn: Tammy Nelson Purchasing Agent/Risk Management Unit Liaison 25 Capitol Street, Room 102 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Robert Simpson/JLP
--	---

11/15/10

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.