

State of New Hampshire

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

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

March 12, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a **Sole Source** contract with BK Systems, Inc. (Vendor Code No. 156545) of 4 Cote Avenue, Goffstown, NH. This 9-month agreement shall not exceed \$4,291.20 providing the semi-annual fire alarm system inspection services and 24-hour emergency services for the Hillsborough County Superior Court North facility located at 300 Chestnut Street, Manchester, NH. This agreement is set to commence upon Governor and Executive Council approval and expire January 15, 2014. **100% Transfer Funds – transfer from AOC.**

Funding is available from account # 01-14-14-141510-20450000, Department of Administrative Services, Bureau of Court Facilities, contingent upon availability and continued appropriations:

	<u>FY 2013</u>	<u>FY 2014</u>
048-500226 Facilities:	\$2,145.60	\$2,145.60

EXPLANATION

The **sole source** contract is necessary to protect the warranty coverage and eliminates the possibility of using an outside contractor which could jeopardize future warranties. At the expiration of this contract, bids will be solicited for these services.

Approval of the attached agreement will provide the semi-annual fire alarm system inspection services and 24-hour emergency services for Hillsborough County Superior Court North. BK Systems, Inc. was the original installer of the system as part of a capital renovation project of the courthouse completed in the fall of 2011.

In addition to the semi-annual inspection services and 24-hour emergency services of \$3,576.00, \$715.20 or 20%, has been added to allow for replacement of parts and/or peripheral devices, including batteries to the main panel.

Respectfully submitted,

Joseph Bouchard *Asst. Comm*
Linda M. Hodgdon
Commissioner

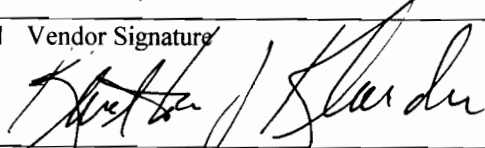
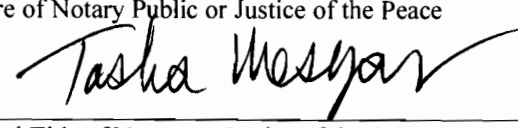
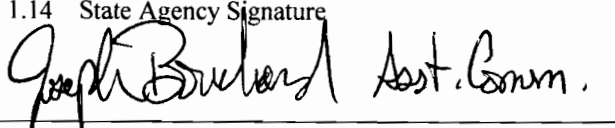
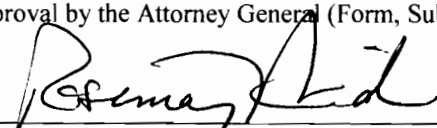
Subject: Service Contract - Fire Alarm System Testing and Maintenance Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, 25 Capitol Street Concord, NH 03301	
1.3 Vendor Name BK Systems, Inc.		1.4 Vendor Address 4 Cote Avenue, Goffstown, NH 03045	
1.5 Vendor Phone Number (603) 647-8775	1.6 Account Number See Appendix B	1.7 Completion Date January 15, 2014	1.8 Price Limitation Contract: \$3,576.00 Allowance: \$715.20
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 KARLTON J. KLARDIC President	
1.13 Acknowledgement: State of NH , County of Hillsborough On 1/10/13 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] TASHA MESZAR Notary Public - New Hampshire My Commission Expires December 20, 2015			
1.13.2 Name and Title of Notary or Justice of the Peace Tasha Meszar			
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: 3-18-13			
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").

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.

Contractor's Initials 

Date 1/10/13

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"):

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:

Contractor's Initials 

Date 1/10/13

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The 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.

Contractor's Initials *KK*

Date *1/10/13*

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 *AK*
Date *1/10/13*

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** as described herein.

II. TERM:

The contract shall commence upon the approval of the Governor and Executive Council and expire January 15, 2014. The agreement may be renewed for an additional term of two (2) 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 with fire alarm system testing and maintenance services for the equipment listed in Appendix A, owned by the State of New Hampshire, at the Hillsborough County Courthouse, 300 Chestnut Street, Manchester, NH.

2. The term fire alarm system testing and maintenance services as used herein shall be described as full service coverage as follows:

- a) Semi-annual test and inspection consisting of 50% detector activation, elevator shunt trip 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 shall be conducted on weekdays between 5:00 PM and 12:00 midnight in order to minimize inconvenience to inhabitants. Semi-annual tests shall be performed in March/April and September/October.
- b) 24 hour emergency service
- c) 100% of labor and travel expense is covered
- d) Written documentation of all service calls provided
- e) Every device in the system is tested during each service period to ensure 100% performance
- f) Smoke detectors are cleaned to ensure trouble free operation
- g) Control panels and wiring connections are tested in all normal modes of operation
- h) Written documents of all test and inspections provided. All test and inspection visits are scheduled in advance; no less than 10 working days before the actual inspections occur. Any fire alarm equipment found to be defective from the inspection shall be repaired within five (5) working days.
- i) Normal system maintenance shall occur on Monday through Friday between the hours of 8:00 am and 4:30 pm.

3. The fire alarm system testing and maintenance services shall not include the following services:

- a) Smoke detectors sensitivity testing.

Contractor's Initials KK

Date 1/10/13

- b) Parts or devices needing periodic replacement, including (but not limited to) batteries. Requests to repair or replace system components and/or peripheral units shall be approved in advance by the Bureau Administrator prior to any actual work being performed.
- c) Vandalism, tampering and acts of God

4. 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.

5. 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.**

6. 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.

7. 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 employed a sufficient number of trained technicians so that all service calls are answered promptly. The Contractor shall respond to the State by telephone to all service calls within fifteen minutes of report of occurrence. The Contractor shall physically respond to the site within two (2) hours after report of occurrence.

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 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.

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

Contractor's Initials AK
Date 1/10/13

15. 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.

16. 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.

17. The Bureau Administrator is as follows:

Bureau of Court Facilities:

Stephen Lorentzen
State House Annex
25 Capitol Street, Concord NH
(603) 271-1143

18. If applicable, 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.

Contractor's Initials KK
Date 1/10/13

EXHIBIT B
CONTRACT PRICE AND PAYMENT TERMS

1. **Contract Price.** The Contractor shall receive payment in the amount of \$3,576 in return for the services described in Exhibit A (herein after referred to as the contract price). The Contractor will receive a payment of \$1,788 upon completion of the spring inspection, and \$1,788 upon the completion of the fall inspection.

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.

2 – Annual Fire Alarm Tests, 50% tested each inspection
Full Service (see attached Appendix A)

3. **Invoicing.** The Contractor shall be responsible for submitting invoices to the State upon the completion of services. Invoices shall be submitted to the following address:

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

4. **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.

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 \$715.20 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 \$4,291.20 for the contract term.

5. **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.

6. The Contractor shall not be reimbursed for mileage or travel time under this contract.

Contractor's Initials KL
Date 1/10/13

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 *KK*
Date *1/10/13*

APPENDIX A
INVENTORY OF FIRE ALARM SYSTEM DEVICES

Contractor's Initials AK
Date 1/10/13

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

Contractor's Initials *KH*
Date *1/10/13*

APPENDIX C
Criminal Record Release Authorization Form



New Hampshire Department of Safety
DIVISION OF STATE POLICE
 Central Repository for Criminal Records
 33 Parson Drive, Concord, NH 03304



SECTION I

PLEASE TYPE OR PRINT CLEARLY. ALL INFORMATION IN THIS SECTION MUST BE COMPLETED

NAME _____
LAST (MAIDEN ALIAS) FIRST MI

ADDRESS _____
STREET CITY STATE ZIP CODE

DATE OF BIRTH _____ HAIR COLOR _____ EYE COLOR _____ SEX _____

DRIVER LICENSE NUMBER _____ STATE _____

PURPOSE FOR RECORD: Marriage Divorce Adoption/Expenses Other _____

My signature certifies I am the individual listed above and that the information provided is true.

YOUR SIGNATURE _____ DATE _____
Signer must provide original signature and return to W/RA 472

SECTION II

IF RECORD IS TO BE MAILED TO YOU OR RECEIVED BY SOMEONE OTHER THAN YOURSELF.

ALL OF SECTION II MUST BE COMPLETED

I hereby authorize the release of my criminal record conviction(s) to the following individual

NAME OF PERSON/FIRM TO RECEIVE RECORD _____

ADDRESS _____
STREET CITY STATE ZIP CODE

YOUR SIGNATURE _____ DATE _____

NOTARY'S SIGNATURE _____ DATE _____
(Not. Seal) (Not. Exp.)

SIGNATURE OF PERSON/FIRM TO RECEIVE RECORD _____

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

Contractor's Initials KK
 Date 1/10/13

CERTIFICATE OF VOTE

I, Beth A. Mortell, of BK Systems, Inc., do hereby certify that:

- 1.) I am the duly elected Secretary / Treasurer of BK Systems, Inc.
- 2.) The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on November 27, 2012.

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, Department of Administrative Services.

RESOLVED: That the President is hereby authorized on behalf of this corporation to enter into said contract with the State of New Hampshire, Department of Administrative Services for Fire Alarm System Testing and Maintenance Services for the Bureau of Court Facilities and to execute any and all documents, agreements, and other instruments: and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Karlton J. Klardie is the duly elected President of the corporation.

- 3.) The foregoing resolutions have not been amended or revoked and remain in full force and effect as of January 10, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary / Treasurer of the corporation this 10th day of January 2013.


Secretary / Treasurer

(CORPORATE SEAL)

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 BK SYSTEMS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on August 8, 1988. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have 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 13th day of December, A.D. 2012

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):

11/30/2012

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	CONTACT NAME: Nicki Renaud
Wieczorek Insurance	PHONE (A/C, H, Ext): (603) 668-3311
100 Concord St.	FAX (A/C, H): (603) 668-8413
Manchester NH 03101	E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Travelers	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

OPERATOR: 2010 2013 REVISION NUMBER: 2010 2013

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED AND WITHSTANDING ANY REQUIREMENTS, 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, CONDITIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CLASS	TYPE OF INSURANCE	ADDL. JCTN (A/R, L/V/R)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> ORO/CR	Y Y	AT-CO-8805M012	12/2/2012	12/2/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per 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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y Y	AA-9210M874	12/2/2012	12/2/2013	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	UMBRELLA LAC <input checked="" type="checkbox"/> EXCESS CAP <input checked="" type="checkbox"/> REJECTIONS 20,000	Y Y	ATSM-CUP-9210M874	12/2/2012	12/2/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input checked="" type="checkbox"/> WORKERS COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS LIABILITY <input checked="" type="checkbox"/> DISABILITY BENEFIT	Y N/A	ATRUB-8607M378	12/2/2012	12/2/2013	WC STATUTORY LIMITS OTH-ER FL EACH ACCIDENT \$ 1,000,000 FL DISEASE - EX EMPLOYEE \$ 1,000,000 FL DISFAR - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate of Insurance is subject to policy terms, conditions and limitations. Additional insured status for certificate holder for ongoing operations per policy forms/endorsements if required by written contract. Waiver of subrogation applies if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

State of NH
 Bureau of Purchase & Property
 25 Capital 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

R Wieczorek/NICKI