



The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner



*Celebrating 25 Years of Protecting
New Hampshire's Environment*

January 15, 2013

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into an agreement with Active Fire Alarm, LLC. (VC #228991), Brentwood, New Hampshire in the amount of \$51,877.00 for fire alarm systems inspections and service, effective upon Governor and Council approval through December 31, 2016. 100% WRBP Funds.

Funding is available in the account as follows, with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified. Funding for fiscal years 2014-2016 is contingent upon continuing appropriation and availability of funds.

	<u>FY13</u>	<u>FY14</u>	<u>FY15</u>	<u>FY16</u>
010-044-044-442010-1300-024-500225	\$12,206	\$14,642	\$12,206	12,823
Dept. of Environmental Services, Winnepesaukee River Basin, Contract Repairs				

EXPLANATION

Approval of this request will provide for annual inspections, maintenance and testing and unscheduled or emergency repair services of the fire alarm systems at fourteen Winnepesaukee River Basin Program (WRBP) facilities. The Department of Environmental Services (DES) under the Winnepesaukee River Basin Program (WRBP) owns and operates the regional wastewater collection and treatment system on behalf of the 10 Lakes Region communities that are served by the system.

The services provided under this contract include annual inspections, maintenance and testing of the fire alarm systems, and repair or replacement of any defective main control panel components installed at the WRBP Franklin Wastewater Treatment Plant, the maintenance shop in Laconia, and twelve Pump Stations located in Belmont, Franklin, Gilford, and Laconia in order to maintain the systems in proper operating condition. The less complex peripheral units and detection devices installed outside the main control panels will be inspected and tested under this agreement. Typically, WRBP staff electricians are able to repair or replace such peripheral equipment as necessary. However, any repairs which the WRBP is unable to perform or that may be more cost-effective for the contractor to address while performing work under the contract are included in the contingency provisions for labor and material costs. The services are more fully described in Exhibit A.

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council

A Request for Quotations (RFQ) was prepared and sent to three firms known to provide these types of services. The RFQ was also advertised on the NH Department of Administrative Services Purchase and Property website and in a local newspaper, The Concord Monitor. Four firms submitted quotations, including three which responded to the advertisements. The responses were reviewed and the low bidder selected based upon the menu of services delineated in Exhibit B including the annual fire alarm inspection, testing and maintenance, and the contingent amount each year for unscheduled or emergency services and repair or replacement of peripheral equipment. The results are as follows:

<u>Company</u>	<u>Response</u>
1) Active Fire Alarm, LLC., Brentwood, NH	\$51,877
2) Interstate Electrical Services, Bedford, NH	\$55,879
3) Tri-State Fire Protection, Nashua, NH	\$62,179
4) Total Security, Laconia, NH	\$82,575
5) BK Alarm System, Goffstown, NH	No response
6) Capital Alarms, Penacook, NH	No response

Based upon the results of the quotations, we wish to award the contract to the low, responsive bidder: Active Fire Alarm, LLC. Since the need for unscheduled or emergency repair services cannot be definitively forecast, the contract price limitation of \$51,877 is based upon the sum of the required annual inspections plus the calculated annual contingent amounts for the contract term as shown in the table included in Exhibit B.

All of the WRBP's operating expenses are paid by the users of the wastewater treatment and collection system; there is no General Fund contribution to the system's operating budget.

The contract has been approved by the Department of Justice as to form, substance and execution.

We respectfully request your approval.


Thomas S. Burack, Commissioner

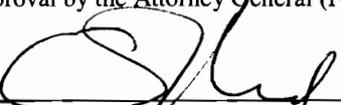
Subject: Fire Alarm Testing and Maintenance Services FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Environmental Services</u>		1.2 State Agency Address <u>29 Hazen Drive, Concord, NH 03302</u>	
1.3 Contractor Name <u>Active Fire Alarm, LLC</u>		1.4 Contractor Address <u>106 Route 125, Unit 2 Brentwood, NH 03833</u>	
1.5 Contractor Phone Number <u>603-734-4162</u>	1.6 Account Number <u>010-044-044-442010</u> <u>1300-024-500225</u>	1.7 Completion Date <u>December 31, 2016</u>	1.8 Price Limitation <u>\$ 51,877.00</u>
1.9 Contracting Officer for State Agency <u>Thomas S. Burack, Commissioner</u>		1.10 State Agency Telephone Number <u>603-271-3503</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Jeff Wright Owner</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>12/6/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Christine Guilfuchi</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Christine Guilfuchi</u>			
1.14 State Agency Signature <u>Thomas S. Burack</u>		1.15 Name and Title of State Agency Signatory <u>Thomas S. Burack, Commissioner</u>	
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: <u>1-30-13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials 
Date 12/16/12

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials *MM*
Date *12/6/12*

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials 
Date 

EXHIBIT "A"
THE SERVICES

1. The Contractor shall provide the Department of Environmental Services Winnepesaukee River Basin Program (WRBP) with "fire alarm system testing and maintenance services" for the following Simplex Grinnell fire alarm equipment owned by the State of New Hampshire, at the following locations:

Belmont Station.....74 South Road, Belmont, NH

Control Panel 4004 1 each
Control Relay Module..... 1 each
Pull Station..... 1 each
Smoke Detectors 3 each
Heat Detector 1 each
Horn / Strobe 2 each

River Street Station101 River Street, Franklin, NH

Control Panel 4004 1 each
Control Relay Module..... 1 each
Pull Station..... 2 each
Smoke Detectors 3 each
Heat Detector 1 each
Horn / Strobe 3 each

Treatment Plant528 River Street, Franklin, NH

Fire Alarm Control Panel 4100..... 1 each
External Battery Cabinet..... 1 each
N.A.C. Power Extender 3 each
LCD Annunciator..... 2 each
Pull Station.....29 each
 Explosion Proof 2 each
Smoke Detectors71 each
 Duct..... 1 each
Heat Detector34 each
Remote Test Station..... 1 each
Zone Adapter Module 3 each
Individual Addressable Module.....14 each
Horn / Strobe44 each
Remote Annunciator 2 each
Transient Cubes48 each

Ellacoya Station280 Scenic Drive, Gilford, NH

Control Panel 4004 1 each
Control Relay Module..... 1 each
Pull Station..... 2 each
Smoke Detectors 6 each
Heat Detector 1 each
Horn / Strobe 1 each

Gilford Station.....74 Weirs Road, Gilford, NH

Control Panel 4004 1 each

Control Relay Module.....	1 each
Pull Station.....	1 each
Smoke Detectors	6 each
Heat Detector	1 each
Horn / Strobe	1 each
Glendale Station.....	31 Dock Road, Gilford, NH
Control Panel 4004	1 each
Control Relay Module.....	1 each
Pull Station.....	1 each
Smoke Detectors	6 each
Heat Detector	1 each
Horn / Strobe	1 each
Jewett Brook Station	73 Strafford Street, Laconia, NH
Control Panel 4004	1 each
Control Relay Module.....	1 each
Pull Station.....	2 each
Smoke Detectors	5 each
Heat Detector	1 each
Horn / Strobe	1 each
Maiden Lady Cove Station.....	763 Scenic Drive, Laconia, NH
Fire Alarm Control Panel 4004.....	1 each
Control Relay Module.....	1 each
Pull Station.....	1 each
Smoke Detectors	6 each
Heat Detector	1 each
Horn / Strobe	1 each
Maintenance Shop.....	202 Water Street, Laconia, NH
Control Panel 4010	1 each
LCD Annunciator.....	1 each
Pull Station.....	6 each
Smoke Detectors	10 each
Heat Detector	12 each
Horn / Strobe	12 each
North Main Station.....	1539 Old North Main Street, Laconia, NH
Control Panel 4004	1 each
Control Relay Module.....	1 each
Pull Station.....	1 each
Smoke Detectors	7 each
Heat Detector	1 each
Horn / Strobe	1 each
Paugus Station.....	29 Paugus Park Road, Laconia, NH
Control Panel 4004	1 each
Control Relay Module.....	1 each
Pull Station.....	1 each

Smoke Detectors	7 each
Heat Detector	1 each
Horn / Strobe	4 each
Pendleton Beach Station67 Pendleton Beach road, Laconia, NH	
Control Panel 4004	1 each
Control Relay Module.....	1 each
Pull Station.....	2 each
Smoke Detectors	6 each
Heat Detector	1 each
Horn / Strobe	4 each
State School Station1 Right Way Path, Laconia, NH	
Control Panel 4004	1 each
Control Relay Module.....	1 each
Pull Station.....	1 each
Smoke Detectors	3 each
Heat Detector	1 each
Horn / Strobe	1 each
Winnisquam Station202 Water Street, Laconia, NH	
Control Panel 4004	1 each
Control Relay Module.....	1 each
Pull Station.....	1 each
Smoke Detectors	6 each
Horn / Strobe	1 each

2. The fire alarm testing services shall consist of the following: Annual fire alarm inspections (testing) consisting of detector activation, elevator shunt trips, 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). Annual tests shall be performed at a mutually agreeable date and time. The Contractor shall document the test results for each individual device and provide a computer generated report listing them by location and device number. The Contractor shall be required to test fire alarm batteries in accordance with NFPA 72, Table 10.4.2.2.

3. 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 in fiscal year 2014 and 2016. 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 found to have a sensitivity outside the listed and marked sensitivity range shall be cleaned and recalibrated or be replaced. Replacement cost, including device and installation shall be borne by the WRBP as per item 6 below.

4. The Contractor shall be responsible to provide a proposed schedule for 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 annual inspections are completed on time as scheduled.
5. The Contractor is required to repair or replace, at their cost, any defective main fire alarm control panel components, including batteries, to maintain the system in proper operating condition. Main fire alarm control panels include one (1) control panel 4100, 4010 or 4004 at each location.
6. The WRBP shall decide whether peripheral units including smoke detectors, heat detectors, pull stations, horn/strobe units, remote keypads, transient cubes, and annunciator and extender panels shall be repaired or replaced by the Contractor or by the WRBP forces. Peripheral devices supplied by the Contractor and Contractor's labor to replace such devices shall be compensated for as detailed in Exhibit B.
7. Repair or replacement of said peripheral units by the Contractor shall be approved in advance prior to any actual work being performed by the Contractor. The cost to repair any ground faults or wiring issues shall be the responsibility of the WRBP unless the Contractor is authorized in advance to do the repairs. Such work shall be compensated at the rates in Exhibit B.
8. 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.
9. 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 7:00am and 3:00pm. The Contractor shall be paid overtime rates for service work that is required on weekday evenings after 4:30pm, 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. Subcontractors will only be allowed upon receiving written approval in advance from the Bureau Administrator. Contractor shall be responsible for the performance of their subcontractor(s).
10. 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 four (4) hours after report of occurrence.
11. 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. Signature shall not relieve the Contractor of their responsibilities under the contract nor authorize payment in lieu of an invoice.
12. The Contractor shall provide only replacement parts that are new and of the same quality and brand name as that is being replaced. Substitutions will be permitted only with prior authorization of the Bureau Administrator or designated representative.
13. 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.

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

15. The Agreement assumes the main fire panel and batteries are in an 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 as described in Exhibit B.

16. The Contractor shall not be responsible for any damage caused to the fire alarm panel system components that are a result of lightening, water, vandalism or misuse by the building owner. It should be noted that all WRBP buildings are equipped with a lightning protection system.

17. The Contractor agrees to coordinate 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.

18. In the event that (proprietary) system programming is required, the Contractor shall contract with and supervise Simplex Grinnell employees to provide that service. The Contractor shall bill the State for the actual programming costs plus the Contractor's markup provided in Exhibit B.

19. The selected firm shall provide all labor, materials, services, tools, equipment, transportation, and facilities to complete the Scope of Work described herein. It shall be the sole responsibility of the contractor awarded the contract to comply with all local, state and federal rules and regulations in commission of the work requested by this specification.

20. All work shall be performed in a neat and workmanlike manner, in conformance with the best modern trade practices and by competent, experienced workers.

Information contained in the State's Request for Quotations dated September 6, 2012 and Addendum #1 dated September 18, 2012 are hereby included in Exhibit A by reference.

EXHIBIT "B"
COST PROPOSAL AND TERMS OF PAYMENT

	FY2013	FY2014	FY2015	FY2016
<u>Annual</u> fire alarm inspection, maintenance, and repair services as described in Exhibit "A" <i>The Services</i>	\$3,767	\$6,203	\$3,767	\$4,384

FY '14 & '16 include pricing for sensitivity testing
FY '16 is prorated for the contract coverage period

<u>Unscheduled Services</u> and emergency repair work not covered in Annual Services	FY2013	FY2014	FY2015	FY2016
Regular Hourly Rate (\$/hour)	\$95/hr	\$95/hr	\$95/hr	\$95/hr
Overtime Hourly Rate (\$/hour)	\$142/hr	\$142/hr	\$142/hr	\$142/hr
Mileage charge, if any (\$/mile)	NC	NC	NC	NC
Truck charge, if any (\$/visit)	NC	NC	NC	NC
Part and Supplies mark-up, if any (%)	20%	20%	20%	20%
Subcontractor mark-up, if any (%)	NC	NC	NC	NC

Specify minimum number of hours or minimum service charge (if applicable). \$ See Below

In the space below, bidder shall clearly describe if hourly rates apply portal to portal or on-site only, how hourly rates are prorated (ex. by the quarter hour, half hour, full hour) and when mileage charges, truck charges, and any minimum service charges apply. Bidder shall also provide address of primary place of business from which service personnel are dispatched.

No minimum service charge for service performed during regular business hours. Service performed after hours, on weekends or holidays may incur a minimum service charge of 3 hours. Hourly rates may be prorated by half hour. Hourly rates apply from dispatch at office in Brentwood NH to job completion onsite or one (1) way travel to job site and hours worked onsite. Our primary place of business is at 106 Rte 125, Unit 2, Brentwood NH 03833

Notes:

- 1 Bidders are required to submit rates for each fiscal year (FY) as follows: FY2013 extends from approval of this contract to June 30, 2013. FY2014 extends from July 1, 2013 to June 30, 2014. FY2015 extends from July 1, 2014 to June 30, 2015. FY2016 extends from July 1, 2015 to December 30, 2015 (six months), the end of the contract term.
2. The basis of award shall be to the low responsive bidder based upon a menu of services consisting of the following:
 - a) Sum of Annual fire alarm inspection, maintenance, and repair services for each fiscal year (prorated as required). Sensitivity testing shall be included in FY 2014 and FY2016 annual costs.
 - b) Sum of three (3) Unscheduled service calls in each of the four (4) fiscal years involving one (1) person and four (4) hours of time at overtime rates.

- c) Mileage charge for each unscheduled service call (e.g. \$/mile for round trip miles for three service calls each fiscal year). Mileage used for the basis of award will be calculated round trip from the Contractor's primary place of business (provided above) to the Franklin WWTP using GPS shortest route. Since the WRBP has multiple facilities, actual mileage to the WRBP facility requiring service shall be compensated, as appropriate.
 - d) Truck charge for each unscheduled service call (e.g. \$/visit for three service calls each fiscal year).
 - e) \$5,000.00 per fiscal year contingency for parts and supplies at the Contractor's mark-up.
 - f) Subcontracted programming services used for the basis of award will be the sum of \$175/hour for 3 hours and a \$210 truck charge at the Contractor's mark-up. Actual programming service costs shall be compensated, as appropriate, with verification documentation required (ex. Subcontractor's invoice).
3. The contract price limitation shall be based upon the sum of the menu of services including annual servicing and unscheduled repair services described in Note 2. The contract price limitation for each fiscal year may be used for any services or parts, as required. No additional charges or fees shall be paid except those specifically delineated in Exhibit B.
4. Contractor to be paid within thirty (30) days of submission of invoice and satisfactory completion of work. Approval of this contract does not authorize any expenditure over the price limitation.

Active Fire Alarm LLC

Company Name

Laurie Jean Pevear

Name (please print)

EHXHIBIT "B"
COST PROPOSAL AND TERMS OF PAYMENT - Continued

	FY 2013	FY 2014	FY 2015	FY 2016
<u>Annual</u> fire alarm inspection, maintenance, and repair services as described in Exhibit "A" <i>The Services</i>	\$ 3,767.00	\$ 6,203.00	\$ 3,767.00	\$ 4,384.00
FY14 and Fy 16 include required bi-annual sensitivity testing FY16 prorated for coverage period				
<u>Unscheduled Services</u> and emergency repair work not covered in Annual Services	FY 2013	FY 2014	FY 2015	FY 2016
Regular Hourly Rate (includes travel time portal to portal)	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00
Overtime Hourly Rate (includes travel time portal to portal)	\$ 142.00	\$ 142.00	\$ 142.00	\$ 142.00
Mileage charge, if any (\$/mile)	\$ -	\$ -	\$ -	\$ -
Round trip miles - per GPS				
Truck charge, if any	\$ -	\$ -	\$ -	\$ -
Part and Supplies mark-up, if any (%)	20%	20%	20%	20%
Subcontractor mark-up, if any (%)				

Basis of award	FY 2013	FY 2014	FY 2015	FY 2016
Annual	\$ 3,767.00	\$ 6,203.00	\$ 3,767.00	\$ 4,384.00
3 x (\$/hour OT*4 hours)	\$ 1,704.00	\$ 1,704.00	\$ 1,704.00	\$ 1,704.00
3 x Mileage RT	\$ -	\$ -	\$ -	\$ -
3 x Truck charge	\$ -	\$ -	\$ -	\$ -
\$5000 part/supplies x markup	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Sub: (\$175/hr x 3 hours + \$210 truck charge) x markup	\$ 735.00	\$ 735.00	\$ 735.00	\$ 735.00
Sum for each FY	\$ 12,206.00	\$ 14,642.00	\$ 12,206.00	\$ 12,823.00

Contract Price limitation

\$ 51,877.00

Active Fire Alarm
LaurieJean Pevear, Service Manager
106 Route 125, Unit 2
Brentwood, NH 03833
(P) 603 734-4162
(F) 603 734-4163

EXHIBIT "C"
SPECIAL PROVISIONS

Item 1

Delete P-37 Agreement item 14.1.1 which reads: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in the amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence;"

Replace P-37 Agreement item 14.1.1 with the following: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in the amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence or in amounts of no less \$1,000,000 per occurrence and no less than \$1,000,000 excess/umbrella liability insurance".

**EXHIBIT "C"
SPECIAL PROVISIONS
CONTINUED**

Item 2

CONFINED SPACE CERTIFICATION

I, Louis Jean Pevear, of
(Name)

Active Fire Alarm LLC
(Company Name)

hereby certify that the confined space policy of

Active Fire Alarm LLC
(Company Name)

complies in all aspects with the Federal Occupational
Safety and Health Standards (OSHA), 29 CFR Part 1910 and that

Active Fire Alarm LLC
(Company Name)

possesses all equipment required for compliance with all provisions of the rules.



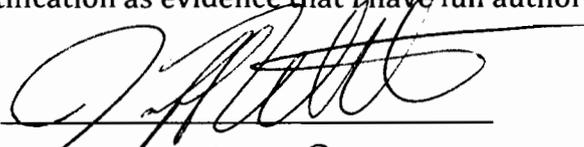
Sales, Service & Installation
Testing & Maintenance Programs

CERTIFICATE OF AUTHORITY

I, Jefferson Wright hereby certify that I am the sole member of
Active Fire Alarm LLC and have been the sole member
since 3/5/2010.

I certify that I am authorized to bind the LLC.

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 the LLC.

Signed: 

Date: 12-6-12

State of New Hampshire, County of New Hampshire
On this the 6 day of Dec 2012, before me ~~Jefferson Wright~~ Christine Guilfuch,
the undersigned officer, personally appeared Jefferson Wright, known to me
(or 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.

Christine Guilfuch



106 Route 125, Unit 2
Brentwood, NH 03833

Phone: 603-734-4162
Fax: 603-734-4163

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 Active Fire Alarm LLC is a New Hampshire limited liability company formed on March 5, 2010. 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 26th day of November, A.D. 2012

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

OP ID: NG

DATE (MM/DD/YYYY)

01/08/13

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 Bernier Insurance, Inc. 32 Wakefield Street PO Box 1268 Rochester, NH 03866-1268 Gloria Gagnon		Phone: 603-335-2345 Fax:	CONTACT NAME: PHONE (A/C No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ACTIF-1
INSURED Active Fire Alarm LLC 106 Route 125 Unit #2 Brentwood, NH 03833		INSURER(S) AFFORDING COVERAGE INSURER A: Southern Cross Underwriters INSURER B: First Comp INSURER C: MMG Insurance Co. 15997 INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1000 B/PPD ded. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			3DG0391	03/15/12	03/15/13	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ included Prof Liab \$ included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			KA0116283	11/08/12	11/08/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC0094467-04	07/20/12	07/20/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Alarm Installation & Service

CERTIFICATE HOLDER NHDES-1 NHDES Winnepesaukee River Basin Program Franklin Wastewater Treatment Plant 528 River Street, PO Box 68 Franklin, NH 03235	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  for Southern Cross Underwriters
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