

STATE OF NEW HAMPSHIRE
Department of Administrative Services
Division of Procurement and Support Services
Bureau of Purchase and Property
State House Annex
Concord, New Hampshire 03301

Date: February 21, 2019

NOTICE OF CONTRACT

COMMODITY: Fire Alarm Maintenance

CONTRACT NO.: 8002424

NIGP: 936-3376

CONTRACTOR: Johnson Controls Fire Protection LP VENDOR #: 175878
35 Progress Ave.
Nashua, NH 03062

CONTACT PERSON(S): Danielle Antonellis
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EFFECTIVE FROM: January 1, 2019 Through December 31, 2021

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

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work the State's satisfaction.

QUESTIONS: Direct any questions to Erica Brisson, 603-271-7272 or Erica.Brisson@das.nh.gov

SCOPE OF WORK:

The term "fire alarm system and maintenance and monitoring services", shall include: providing all materials, equipment, labor and transportation as 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.

The inspection, testing, and maintenance program of this contract shall satisfy the requirements of the National Fire Protection Association ("NFPA") 72, of the adopted edition, shall conform to the equipment manufacturer's recommendations, and shall verify reliable operation of the fire alarm system.

Definitions for the purposes of this Contract:

Inspection: A visual examination of a system or portion thereof to verify that it appears to be in operating condition and is free from physical damage.

Testing: A procedure used to physically determine the operational status of the fire alarm system.

Prior to any work commencing on fire alarm systems that are part of this CONTRACT, the Contractor shall contact the agency contact to arrange a site visit. Site visits will not be allowed without prior notification to the agency contact person or designee.

Before proceeding with any testing, the location receiving alarm, supervisory, or trouble signals shall be notified

of the testing to prevent unnecessary response and shall only be completed during the hours indicated for that location. Contractor shall notify the agency contact or designee that the system has been returned to normal operating condition. If the system has not been returned to normal operating condition, the Contractor shall provide written notification immediately to the agency contact or designee.

Monthly Reporting

The Contractor shall provide monthly reports summarizing the previous month's maintenance activities (e.g. inspection failures, service calls, repairs) and any deficiency, if applicable. Reports shall also indicate the installation date of the equipment and the code the equipment was inspected under. Monthly reports shall be submitted electronically to the purchasing agent assigned to the contract and the agency.

Capitol Plans

Contractor shall also draft a capitol plan, providing suggested upgrades to the existing system for each location and shall submit to the contract manager within one (1) year of contract initiation.

Repair Reports

Upon the completion of each scheduled repair service or emergency repair and prior to leaving the serviced location, the Contractor shall present a written summary of the work performed and obtain the State's signature thereon.

Replacement Parts

The Contractor shall maintain or have readily available replacement parts that are new and of the same quality and brand name as that which is being replaced. Substitutions shall be permitted only with prior written authorization of the agency.

Service

The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. Normal (regular) system maintenance shall occur between the hours indicated for each location in the Price Section of this Contract. The Contractor shall be paid for service that is required on weekday evenings after regular hours, weekends, and on State Holidays at the repair rates established in any awarded contract.

The Contractor shall respond to service calls within one (1) hour for emergency calls and for non-emergency calls. If on-site service is required on an emergency basis Contractor shall arrive on-site anywhere in the state within two (2) hours, except for Coos County. For on-site service for emergency calls in Coos County, Contractor shall be on-site within four (4) hours. If on-site service is required for a non-emergency call, Contractor shall arrive on-site anywhere in the State within one (1) business day. The agency placing the service call shall determine whether the situation constitutes an emergency or a non-emergency.

If the Contractor cannot complete emergency repairs or replace the part(s) within eight (8) hours per NFPA 1, the Contractor shall contact the agency contact, indicate why the repair or replacing the part(s) cannot be completed, when the equipment shall be returned to normal use, and must notify the agency contact whether the building should be shut down or fire watch should be started.

Additional Requirements for the Adjutant General's Department's locations are as follows:

Audible testing will be coordinated in advance with the Adjutant General's Department and may be conducted outside of normal business hours. Semi-annual test shall be performed in January and July of each year.

The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. Normal system maintenance shall occur on Monday through Friday between 7 AM and 5 PM.

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.

Fire Alarm System Inspection & Testing Requirements

Visual examinations are to be performed at the commencement of the contract period to ensure proper operation of all system components.

The Contractor shall visually inspect fire alarm system components for proper operation, position, and condition

as appropriate. After the initial inspection of all fire alarm system components, the Contractor shall in writing bring to the attention of the agency any problems revealed from the inspection. Necessary corrective action will be identified.

The Contractor shall be responsible to provide a proposed schedule for semi-annual testing to the State a minimum of two weeks (ten (10) working days) before the actual inspections occur. All testing shall occur under the applicable code. The Contractor shall 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 (15) minutes to the first scheduled appointment, the State reserves the right to charge the Contractor \$20.00 per hour in increments of fifteen (15) minutes. These charges shall be deducted from semi-annual payments that are due the Contractor. Any fire alarm equipment found to be defective from the any inspection shall be repaired within as soon as possible.

The following fire alarm system components shall be physically inspected and tested in accordance with NFPA 72, of the adopted edition, approved test methods and manufacturer's recommendations.

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. The cost to repair any ground faults or wiring issues shall be the responsibility of the State at the repair rates established in this Contract. Any other expenses to repair the system are the responsibility of the Contractor.

The Contractor shall 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 inspection 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 company to the applicable State agency.

The Contractor shall retain the sprinkler Contractor (whom shall be present on site at the time of fire alarm testing) under contract for that location, at no additional cost to the State, to test each pre-action device 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 shall be emptied and restored to maintain a normal fire panel status.

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

All fire alarm system testing and maintenance service shall be accomplished as required by NFPA 72, of the adopted edition, manufacturer recommendations and any State or local fire codes.

The Contractor shall perform testing of fire alarm components in accordance with the frequencies required by NFPA 72, of the adopted edition.

Regular maintenance shall only be completed during the hours indicated for that location, parts and labor on all fire alarm panel system components. The term "regular maintenance" shall include the repair (at Contractor's expense) of any defective components in the main fire panel (including batteries) to main the systems in proper operating condition. The performance of regular maintenance shall be at no additional cost to the State.

Locations may be added by requesting the Contractor(s) to provide a quotation for that new location. Pricing quotations submitted for new locations shall be in line with the pricing structure established from this CONTRACT.

Locations may be deleted with thirty (30) days written notification.

The Contractor shall do all the work and furnish all the materials, tools, equipment, transportation, and safety devices necessary to perform the work in the manner and time specified.

All personnel shall observe all check-in procedures, escort procedures, and regulations or special restrictions in effect at the State agencies. Each individual agency may request the Contractor to provide security

clearance and/or background checks for any and all Contractor representatives that may work in their facilities.

The Contractor shall provide employee picture identification badges identifying the company name and each employee servicing the State account. All Contractor's employees while servicing the State shall wear the identification badge.

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.

All work shall 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.

Upon request, the Contractor shall meet with the State either in person or via telephone conference call regarding corrective actions and/or resolution.

All services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

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

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

If **sub-contractors** are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

PRICING: See attachment for locations and price breakdown.

PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS:

State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days. The quoted hourly rates shall not exceed the rates established under this contract. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest cost qualified quote.