



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

March 21, 2016

RE: RFB TPK 2016-03: Fire Alarm Testing & Maintenance Services

Dear Sir/Madam,

The State of New Hampshire, Department of Transportation, Bureau of Turnpikes is soliciting price proposals for providing Fire Alarm Testing and Maintenance Services at the Turnpike's seven (7) facilities, District 5's two (2) facilities and Traffic's three (3) facilities during the period July 1, 2016 through June 30, 2018, effective upon Governor and Council approval.

Enclosed is a proposal form, which outlines the Scope of Services required, and solicits your price proposal. The bid results from April 17, 2014 are also enclosed. Please contact the representatives listed in Exhibits A, B and C with any questions about the scope of work.

Please note that the Department of Transportation requires the following documentation (subject to change) for Governor and Council approval of its contracts.

- Certificate of Authorization from the Secretary of State office, dated after April 1, 2016.
- Certificate of Insurance naming the State of New Hampshire, Department of Transportation, as additional insured under the contractual provision on the general liability policy (Section 14.1.1 of the attached P-37, Exhibit F)
- Corporate Certificate of Vote, signed and sealed.

These documents are only required from the bidder who is awarded the contract.

Should you be interested in bidding to provide these services, please complete the enclosed proposal form. Proposals shall be placed in two envelopes, with the inner and outer envelopes sealed and plainly marked "Bid for Fire Alarm Services, NHDOT Bureau of Turnpikes" and hand-delivered to Bureau of Turnpikes, Turnpikes Administration Building, 36 Hackett Hill Road, Hooksett, NH 03106 (physical address only, mail delivered to Post Office Box below).

Sealed proposals shall be received and deposited in the bid box at the location specified above prior to 2:00 o'clock p.m., prevailing time on Wednesday, April 13, 2016, at which time they will be opened and read aloud. It shall be the bidder's responsibility to ensure the proposal is deposited as specified. Proposals delivered to the bureau or district by alternative means to hand-delivery are submitted at the sole risk of the bidder. The Department will not

accept responsibility for any reason if the proposal is not deposited in the bid box by the specified time and date. Proposals received after the time for opening bids will be returned to the bidder unopened.

Sincerely,



Margaret S. Blacker
Business Administrator

Enclosures

cc: David Smith
John Corcoran
Gary Bartlett
Gary Clifford
Lee Baronas

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
 PROPOSAL BID FOR FIRE ALARM TESTING AND MAINTENANCE SERVICES AT THE
 BUREAU OF TURNPIKES, DISTRICT 5 AND BUREAU OF TRAFFIC FACILITIES
 RFB TPK 2016-03

(Company Name)

(Hereinafter referred to as the CONTRACTOR) submits the bid in a sealed envelope marked "Bid for Fire Alarm Services NHDOT" as spelled out in Sections F.1, F.2, and F.3: COMPENSATION PROPOSAL below to the State of New Hampshire, Department of Transportation, (hereinafter referred to as the DEPARTMENT) to furnish services under the Terms of Agreement spelled out below for fire alarm services.

A. INTRODUCTION: The DEPARTMENT seeks to engage a contractor for the purpose of providing fire alarm system testing and maintenance services at each of the seven (7) Turnpike facilities, two (2) District 5 facilities, and three (3) Bureau of Traffic facilities. See Exhibit A, B and C, Inventories of Fire Alarm System Devices. Contractors may visit the locations before submitting bids by calling the contact person on each exhibit.

B. TERMS OF AGREEMENT: The CONTRACTOR agrees to the following:

1. The term "fire alarm system testing services", as used above shall include providing all materials, equipment, labor and transportation necessary for the successful completion of the work under the terms and conditions contained herein for the fire alarm equipment listed in Exhibits A, B and C Inventories of Fire Alarm System Devices.
2. The initial fire alarm system testing/inspection services shall be performed within forty-five (45) days of the notice to proceed after Governor & Council approval is obtained, and every six (6) months thereafter. Annually, fire alarm inspection/testing shall cover 100% detector activation, relay operation and all interlocks i.e. air handlers, etc. audible testing and communication to monitoring company or central station verification. The CONTRACTOR is required to prepare and submit a report describing systems activated, the results and if failures are experienced an estimate to fix such failures shall be provided prior to repairs being made. Repairs and parts required as a result of the inspection will be paid for at the contract price. Requests to repair or replace peripheral units should be approved in advance by the DEPARTMENT prior to any actual work being performed by the CONTRACTOR. Any fire alarm equipment found to be defective from these inspections must be repaired within five (5) working days after approval.

The following shall be part of the inspections but not limited to:

- a. Annual tests shall be performed each year so that all initiating devices are tested at least once in a calendar year. The CONTRACTOR shall document the test results for each individual device and list them by location (room number preferably) and device number.
- b. 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. Per NFPA 72, duct detectors will be tested and cleaned as required

to keep them in proper working condition. The duct detectors will not be subject to conductivity testing.

- c. The CONTRACTOR shall be required to test fire alarm batteries in accordance with NFPA 72, Table 10.4.2.2. The CONTRACTOR shall be able to demonstrate their ability to perform battery testing as required by NFPA 72, Table 10.4.2.2.
 - d. **District 5, Location 1 only:** 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 Exhibit B – District 5 Inventory of Fire Alarm System Devices) back to the fire panel and any sub-panels that may exist. *Note: District 5 expects some expansion of the sprinkler system during the contract period. Any increase in the cost of the inspection service shall be pro-rated, based on the proposed lump-sum price quoted. 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.*
 - e. The CONTRACTOR shall conduct sensitivity testing for all required devices every alternate year and as such the CONTRACTOR shall conduct sensitivity testing on all required devices on the first year of the contract. The sensitivity testing shall be accomplished as required under NFPA 72, 10.4.3.2.4.
 - f. In accordance with NFPA 72, 10.4.3.2.4., smoke detectors and or smoke alarms found to have a sensitivity outside the listed and marked sensitivity range shall be cleaned and recalibrated or be replaced.
3. The CONTRACTOR shall make service available twenty-four (24) hours per day seven (7) days per week, including holidays. Normal system maintenance shall occur on Monday through Friday between 7:00 AM and 4:00 PM.
 4. The CONTRACTOR shall, in performing the maintenance services as described herein, utilize technicians skilled in the service of the described systems. The CONTRACTOR shall have a sufficient number of trained technicians so that all service calls are answered promptly. The CONTRACTOR shall respond to the DEPARTMENT by telephone to all service calls within one (1) hour of report of occurrence. The CONTRACTOR shall physically respond to the site within six (6) hours after report of occurrence, and shall complete the work within forty-eight (48) hours of notification. If the CONTRACTOR is required to work after 4:00 PM because of late arrival, the DEPARTMENT may deduct the additional time over the six hour response time from any hourly payments due the CONTRACTOR.
 5. All work specified in Nos. 3 and 4 shall be invoiced at a fixed hourly rate (portal to portal), regardless of time of day or holiday period. The fixed rate shall be inclusive of labor, overhead, and travel costs. Parts shall be invoiced at a fixed percentage of the published manufacturer's price list. The CONTRACTOR will invoice the DEPARTMENT following the completion and acceptance of each job. The invoice must include the following:
 - a. Date work was done.
 - b. Brief description of work done.
 - c. Hourly rate charged and materials.
 - d. Location of work.

6. Itemized invoices shall be submitted in triplicate form after the delivery of job/services. The DEPARTMENT will make payment through the normal state payment process, which is up to thirty (30) days following an approved invoice.
7. Invoices shall be sent to the billing addresses on Exhibits A, B and C.
8. Should the CONTRACTOR be unable to complete the repair within the 48-hour time period cited in Paragraph 4 above, the CONTRACTOR must request an extension of time, in writing, to the contact person (or designee) on Exhibit A, B and C. Examples of valid reasons are:
 - a. Parts unavailable with explanation why.
 - b. Repair is ongoing and requires additional time to complete.
9. Written notification must include all pertinent information regarding the delayed repair which include:
 - a. Specified time period until repair can be completed.
 - b. Devices affected and how it affects system.
 - c. Reasons for delay of repair.
 - d. And any other information to justify the request for non-compliance of the 48-hour provision (Paragraph 4 above).
10. 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. The CONTRACTOR shall provide only replacement parts that are new and have the same quality and brand name that is being replaced. Substitutions will be permitted only with prior authorization of the Bureau of Turnpikes, District 5 or the Bureau of Traffic.
11. Service shall encompass all facilities and equipment necessary to implement the desired operations. The CONTRACTOR shall be required to coordinate all activities with prior contractors as needed in order to maintain a smooth transition of service.
12. All work must be performed in such a manner as not to inconvenience building occupants. The CONTRACTOR shall determine the DEPARTMENT's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
13. 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 DEPARTMENT's supervising employee signature thereon.
14. The DEPARTMENT 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), which comes to the DEPARTMENT's attention.

C. SAFETY and ENVIRONMENTAL ISSUES and COMPLIANCE REQUIREMENTS

1. The safety and environmental protection of DEPARTMENT personnel and property shall be of the utmost concern. All work shall be conducted so as to interfere as little as possible with DEPARTMENT business. The CONTRACTOR shall at its own expense, wherever necessary or required, furnish safety/environmental devices and take such other precautions as may be necessary to protect life and property.

2. All work shall be performed in a manner compliant with all existing state and federal safety laws, rules, regulations and standards including but not limited to NHDES, OSHA, EPA, NFPA and the U.S. Department of Labor to ensure the safety and environment of the workers as well as DEPARTMENT staff, general public, and property.
3. The DEPARTMENT operates under an Environmental Management System (EMS). Our Environmental Policy 501.01 (Exhibit E) states our commitment to the prevention of pollution. We strive to manage our activities, and the implementation of programs that will where possible, reduce or eliminate the negative impacts of those activities upon the environment. After contract approval, each Bureau's Representative listed on Exhibits A, B & C will meet with the CONTRACTOR one time at the beginning of the contract to review the Department's Contractor Safety & Environmental Checklist (Exhibit D) and provide additional information about their facilities' needs. It is the CONTRACTOR's responsibility to fill out a separate checklist for Turnpikes, District 5, and Traffic.

D. WARRANTIES

1. The Contractor shall guarantee the quality of his workmanship and that of his employees in accordance with manufacturer specifications and acceptability to DEPARTMENT for a period of one (1) year.
2. The DEPARTMENT retains the right to require the CONTRACTOR to counsel or reassign any employee whose actions or appearance are not consistent with the standards of the DEPARTMENT and in the best interest of those utilizing the service. DEPARTMENT may, at any time, restrict a CONTRACTOR's employee from servicing DEPARTMENT. Such employees shall be replaced with a different qualified CONTRACTOR's employee meeting the agency's acceptance.

E: OTHER

1. The CONTRACTOR agrees to all the requirements of the P-37 contract (Exhibit F). The P-37 is the official contract used by the DEPARTMENT.
2. It is understood that the DEPARTMENT reserves the right to terminate this agreement at any time and for any reason, upon thirty (30) days written notice to the CONTRACTOR, at the address above.
3. The CONTRACTOR shall not assign, subcontract or otherwise transfer any duty, obligation, or written performance required by this agreement without prior consent of the DEPARTMENT.
4. Any Sub-Contractors hourly rates will be billed to the DEPARTMENT as pass through labor costs, with copies of the sub-contractor's invoices submitted to support the Contractor's request for payment. If the Sub-Contractor refuses to perform, the contractor may substitute another Sub-Contractor with approval from the DEPARTMENT. The DEPARTMENT has the right to request another sub-contractor be used if the rates are excessively high.
5. This service agreement is subject to Governor and Council approval. Services shall not begin until the agreement is approved by Governor and Council, but no earlier than July 1 2016, and shall end on June 30, 2018.

F: COMPENSATION PROPOSAL: Print Company Name: _____

Payments shall be made at the completion of the work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed. Billing addresses are listed in Exhibits A, B, and C, Inventories of Fire Alarm System Devices.

F.1. COMPENSATION – Bureau of Turnpikes:

1. The CONTRACTOR agrees to provide the annual fire alarm inspection/testing service as cited in Section B. TERMS OF AGREEMENT paragraphs 1 & 2 for a lump sum fee (words & numerals) of: _____ (\$ _____) for all of the seven (7) Turnpike locations listed in Exhibit A.
2. The CONTRACTOR agrees to provide fire alarm maintenance service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or holiday period (words and numerals) of: _____ per hour (\$ _____ per hour).
3. The CONTRACTOR agrees to supply repair parts at a fixed percentage of the published manufacturer's price list. Fixed Percentage: _____ Percent (_____ %).

F.2. COMPENSATION – District 5:

1. The CONTRACTOR agrees to provide the annual fire alarm inspection/testing service as cited in Section B. TERMS OF AGREEMENT paragraphs 1 & 2 for a lump sum fee (words & numerals) of: _____ (\$ _____) for all of the two (2) District 5 locations listed in Exhibit B. *Note: District 5 expects some expansion of the sprinkler system during the contract period. Any increase in the cost of the inspection service shall be pro-rated, based on the proposed lump-sum price quoted.*
2. The CONTRACTOR agrees to provide fire alarm maintenance service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or holiday period (words and numerals) of: _____ per hour (\$ _____ per hour).
3. The CONTRACTOR agrees to supply repair parts at a fixed percentage of the published manufacturer's price list. Fixed Percentage: _____ Percent (_____ %).

F.3. COMPENSATION – Bureau of Traffic:

1. The CONTRACTOR agrees to provide the annual fire alarm inspection/testing service as cited in Section B. TERMS OF AGREEMENT paragraphs 1 & 2 for a lump sum fee (words & numerals) of: _____ (\$ _____) for all of the three (3) Traffic locations listed in Exhibit C.
2. The CONTRACTOR agrees to provide fire alarm maintenance service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or holiday period (words and numerals) of: _____ per hour (\$ _____ per hour).
3. The CONTRACTOR agrees to supply repair parts at a fixed percentage of the published manufacturer's price list. Fixed Percentage: _____ Percent (_____ %).

G. CERTIFICATION AND SIGNATURE:

In accordance with the advertisement of the DEPARTMENT'S inviting proposals for the project herein before named, and in conformity with the specifications on file in the offices of the DEPARTMENT. I/We hereby certify that I Am / We Are the only person or persons, interested in this proposal as principals; that it is made without collusion with any person, firm, or corporation; that an examination has been made of the specifications and of the site of the work (if desired); and propose to furnish all necessary machinery, equipment, tools, and labor; and to furnish all materials specified in the manner and at the time prescribed at the prices proposed in Section F - COMPENSATION PROPOSAL:

Signature

Printed Name of Signer

Title

Company Name

Address

City, State, Zip Code

Phone Number/Email Address

Date

Exhibit A
RFB TPK 2016-03
Bureau of Turnpikes
Inventory of Fire Alarm System Devices (7 Locations)
Contact: Gary Bartlett, Safety Officer
603-485-3806

Billing Address:
Bureau of Turnpikes
PO Box 2950
Concord NH 03302-2950

<p><u>Bedford Toll</u> 1 – Control panel, Simplex 4001 Firewarden 100 20 - smoke detectors no audible/visual warning devices no fire pulls</p>	<p><u>Hampton Side Toll</u> 1 – Control panel, 22 - smoke detectors 17 - audible/visual warning devices 9 - fire pulls</p>
<p><u>Exit 10 Toll</u> 1 – Control panel, Simplex 4001 24 – smoke detectors 18 - audible/visual warning devices 3 - fire pulls</p>	<p><u>Hooksett Admin Bldg</u> 1 – Control panel 50 - smoke detectors 5 - audible/visual warning devices 7 - fire pulls</p>
<p><u>Exit 11 Toll</u> 1 – Control panel, R.B. Allen Co. 18 – smoke detectors 10 – audible/visual warning devices 3 - fire pulls</p>	<p><u>Nashua EZPass/DMV</u> 1 – Control panel-Notifier NFW2-100 20 - smoke detectors 27 - audible/visual warning devices 1 - fire pulls</p>
<p><u>Seabrook</u> 1 – Control panel-Simplex 30 - smoke detectors 8 - audible/visual warning devices 4 - fire pulls</p>	

Initials: _____

Date: _____

Exhibit B
RFB TPK 2016-03
NHDOT District 5
Inventory of Fire Alarm System Devices (2 Locations)
Contact: Gary Clifford
603-485-9526

Billing Address:
 District 5
 16 East Point Drive
 Bedford NH 03110

Location 1:
NH DOT District 5 / NH DOS Troop B Office
16 East Point Drive, Bedford, NH 03110

Device	Device Type	Devis Description	Quantity *
		Simplex 4008 Control Panel	1
Alarm Initiating	FTHD	Fixed Temp Heat Detector	1
Alarm Initiating	PRSW	Pressure Switch	1
Alarm Initiating	PSD	Photo Smoke Detector	33
Alarm Initiating	PSDA	Pull Station-Double Action	10
Alarm Initiating	RRHD	Rate of Rise Heat Detector	12
Alarm Initiating	WF	Water Flow Detector	2
Alarm Indicating	AV	Audio/Visual Signal Device	19
Alarm Indicating	VSIG	Visual Only Signal	10
Supervisory	DIAL	Telephone Dialer	1
Supervisory	STS	Sprinkler Tamper Switch	5

** Note: Quantity Subject to Change based on Future Expansion*

Location 2:
NH DOT District 5 Patrol Section PS511
6 East Point Drive, Bedford, NH 03110

Device	Device Type	Devis Description	Quantity
		PYRO/SIEMENS FIRE ALARM SYSTEM	1
Alarm Initiating	SD	Smoke Detector (conventional)	8
Alarm Initiating	PS	Pull Station	7
Alarm Initiating	HD	Heat Detector (restorable)	11
Alarm Initiating	DD	Duct Detector (conventional)	2
Alarm Indicating	AV	Audio/Visual Signal Device (conventional)	15

Initials: _____

Date: _____

Exhibit C
RFB TPK 2016-03
NHDOT Bureau of Traffic
Inventory of Fire Alarm System Devices (3 locations)
Contact: Lee Baronas
603-271-2291

Billing Address:
 Bureau of Traffic
 18 Smokey Bear Blvd, PO Box 483
 Concord NH 03302-0483

All Buildings located at 18 Smokey Bear Blvd. (off NH Route 106) in Concord, New Hampshire		
Building A	Building B	Building D
Simplex 2001-8001	Simplex 4005	Simplex 4005
Serial # S16264	Serial #	Serial #
Voltage w/ Charger	Voltage w/ Charger	Voltage w/ Charger
Voltage w/o Charger	Voltage w/o Charger	Voltage w/o Charger
Battery % of Charger	Battery % of Charger	Battery % of Charger
Zone Trouble	Zone Trouble	Zone Trouble
Signal Trouble	Signal Trouble	Signal Trouble
Type Signal Circuit	Type Signal Circuit	Type Signal Circuit
AC Input Voltage	AC Input Voltage	AC Input Voltage
Earth Detection	Earth Detection	Earth Detection
Lamp / LED Test	Lamp / LED Test	Lamp / LED Test
Drill Switch	Drill Switch	Drill Switch
Control Function(s)	Control Function(s)	Control Function(s)
Alarming Initiating Devices		
Heat Detector - 5		
Photo Duct Smoke Detector – 2		
Photo Smoke Detector – 2		
Pull Station-Single Action – 20		
Audio/Visual Signal Device – 25		
Alarming Signal Devices		
Annunciator - 1		
Rotary Beacon - 1		
Red Strobe Light - 3		
Green Strobe Light - 2		
Control/Auxiliary Devices		
City Master Box - 1		

Initials: _____

Date: _____



Contractor Safety & Environmental Checklist EIP-6- Form 6c

Bureau/District: _____

Contractor Company Name: _____

Date Reviewed: _____

Project Description: _____

Contractor Name: _____

Please complete the following Contractor Safety & Environmental Checklist:

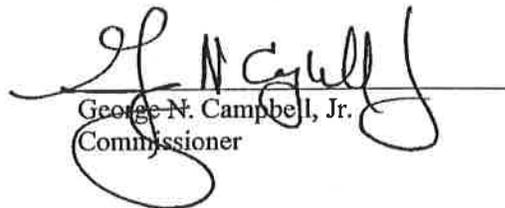
Reviewed	Not Applicable	Topic:	Contractors Requirements:
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Sign In	All contractors must sign in and out at the main office.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Communication	Contractors must meet with Building Maintenance or other designee to discuss project and checklist.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Smoking	Smoking is not permitted behind fence or < 50 ft from Main Building.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Emergency Plans	Evacuate when building alarms sounds or alarm lights activate. Meet at meeting point.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Personal Protective Equipment	Appropriate personal protective equipment must be used when contractors are working.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Contractor Equipment	All equipment on site must be maintained in a safe operating condition. Only competent and certified workers may operate tools and equip.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Safety Regulations	Comply will all applicable federal, state, and municipal safety regulations.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Environmental Regulations	Comply will all applicable federal, state, and municipal environmental regulations.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Housekeeping	Maintain acceptable housekeeping and material organization around work site.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Chemicals	Copies of MSDS must be available on site.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Ladders	May only be used for ascent or descent or light work where the worker can maintain a three point stance
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Scaffolds	Erected in accordance with legislated requirements
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Fall Protection	Required when a worker is working at a elevated height of 4 or more feet.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	Disposal	Solid waste can be disposed of in our receptacles. All hazardous waste and chemicals must depart with contractor.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	EMS	The Bureau operates under Environmental Policy 501.01.
<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	EMS Projects	Reduce energy use, reduce paper usage, and working with contractors.

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
POLICY 501.01**Title: Environmental Policy****Statement:**

The New Hampshire Department of Transportation is the State's largest public works agency. Our activities affect the environment through land use, natural resource consumption, and transportation corridor redevelopment and maintenance activities. The Department will seek to minimize environmental impacts whenever practicable when planning, constructing, and maintaining the state's transportation infrastructure, and when providing for public safety and the economic strength of the state. We will do this by operating in compliance with all applicable laws and regulations, by utilizing best management practices in all of our activities in an effort to prevent pollution, and by promoting environmental stewardship in our programs. We are committed to continuously improving our environmental performance through regular activity reviews, and by bringing forward improvements that merit implementation for reducing or eliminating negative environmental impacts.

Comments : To support the performance of our undertakings in an environmentally responsible manner, the Department will:

- Develop, implement and maintain an Environmental Management System (EMS) that encompasses Department program functions and complies with the requirements of the International Standard Organization's ISO 14001: 2004 standard for environmental management systems;
- Utilize the EMS, with support and guidance from the Office of Stewardship & Compliance, to set objectives and targets for process improvements that can be measured and regularly monitored, and contribute to pollution prevention and protection of the state's natural resources;
- Minimize Department-generated waste by reducing, reusing, or recycling materials, and using environmentally friendly materials and products whenever practicable;
- Communicate our commitment to this policy to our employees, consultants, contractors, and other interested parties;
- Provide employees with training appropriate to their functions concerning the Department's environmental responsibilities, through the new-employee orientation process and periodic refresher training;
- Utilize an appropriate proactive public stakeholder involvement process to address environmental concerns and facilitate problem solving in a collaborative manner; and
- Make this environmental policy available to the public and all interested parties.



George N. Campbell, Jr.
Commissioner

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
Date:			
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>			
By: _____		Director, On: _____	
1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>			
By: _____		On: _____	
1.18 Approval by the Governor and Executive Council <i>(if applicable)</i>			
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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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.

NHDOT Bureau of Turnpikes
Contract for Fire Alarm Testing and Maintenance
Bid Results
4/17/14 2:00 PM

	2014 Low Bidder	
Bidders:	Interstate Electrical Services	Tri-State Fire Protection LLC
Bureau of Turnpikes (9 Buildings)		
Annual Inspection - Lump Sum for All Locations	\$ 2,500.00	\$ 3,800.00
Times 2 Years	2	2
Total Inspection Cost	\$ 5,000.00	\$ 7,600.00
Emergency Repair Service		
Emergency Repair Service: Estimated hours over contract term:	100	100
Fixed Hourly Labor Rate	\$ 60.00	\$ 75.00
Total Estimate	\$ 6,000.00	\$ 7,500.00
Supply Repair Parts		
Supply Repair Parts: Estimated Dealer Cost of Parts over contract term:	\$ 1,000.00	\$ 1,000.00
Fixed Percent Markup	20%	20%
Total Estimate	\$ 1,200.00	\$ 1,200.00
Total Estimated Cost: Turnpikes	\$ 12,200.00	\$ 16,300.00

District 5 (2 Buildings)		
Annual Inspection of - Lump Sum for All Locations	\$ 1,500.00	\$ 2,100.00
Times 2 Years	2	2
Total Inspection Cost	\$ 3,000.00	\$ 4,200.00
Emergency Repair Service		
Emergency Repair Service: Estimated hours over contract term:	20	20
Fixed Hourly Labor Rate	\$ 60.00	\$ 75.00
Total Estimate	\$ 1,200.00	\$ 1,500.00
Supply Repair Parts		
Supply Repair Parts: Estimated Dealer Cost of Parts over contract term:	\$ 200.00	\$ 200.00
Fixed Percent Markup	20%	20%
Total Estimate	\$ 240.00	\$ 240.00
Total Estimated Cost: District 5	\$ 4,440.00	\$ 5,940.00

NHDOT Bureau of Turnpikes
Contract for Fire Alarm Testing and Maintenance
Bid Results
4/17/14 2:00 PM

	2014 Low Bidder	
Bidders:	Interstate Electrical Services	Tri-State Fire Protection LLC
Bureau of Traffic (3 Buildings, 2 years)		
Annual Inspection of - Lump Sum for All Locations	\$ 1,000.00	\$ 800.00
Times 2 Years	2	2
Total Inspection Cost	\$ 2,000.00	\$ 1,600.00
Emergency Repair Service		
Emergency Repair Service: Estimated hours over contract term:	24	24
Fixed Hourly Labor Rate	\$ 60.00	\$ 75.00
Total Estimate	\$ 1,440.00	\$ 1,800.00
Supply Repair Parts		
Supply Repair Parts: Estimated Dealer Cost of Parts over contract term:	\$ 400.00	\$ 400.00
Fixed Percent Markup	20%	20%
Total Estimate	\$ 480.00	\$ 480.00
Total Estimated Cost: Traffic	\$ 3,920.00	\$ 3,880.00
Total Contract Cost	\$ 20,560.00	\$ 26,120.00