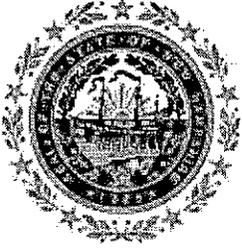


257

MAC



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

May 9, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Mammoth Fire Alarms, Inc., (VC#157081), Lowell, MA, in an amount up to and not to exceed \$523,260.00 for fire alarm maintenance and repair services, with the option to renew for up to an additional two-year period, effective upon Governor and Executive Council approval through December 31, 2027.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services (DAS), through the Bureau of Purchase and Property (BoPP) issued request for bid (RFB) 2991-25 on December 27, 2024, with responses due on January 3, 2025. This RFB was issued to replace the expiring contract for fire alarm maintenance and repair services serving the Department of Corrections (DOC). The RFB reached 23 NIGP vendors and 6 sourced vendors. There were two compliant vendors with Mammoth Fire Alarms, Inc. provided the lowest compliant response.

The delay in the approval process is due to the extended negotiations of the contract language and subsequent delays in receiving the approved contract and supporting documents.

Upon approval, Mammoth Fire Alarms, Inc. will provide fire alarm maintenance and repair services at 21 buildings within the DOC complex and off-premises locations. This contract will provide the required testing and inspection for the State agency's fire alarm systems in accordance with the National Fire Prevention Association as adopted by the New Hampshire Fire Marshall's Office. The contract also includes provisions for completing emergency repairs at contracted hourly rates and a quote provision for non-emergency repairs that require quotes to be obtained from multiple contractors.

The price limitation of \$523,260.00 includes the three-year contract cost of \$232,560.00 for maintenance and inspections, plus a projected allowance not to exceed \$290,700.00 for

repairs and replacement costs, which averaged 125% more than the year over year cost for maintenance and inspections. The forecasted spend is calculated from actual expenditures in business intelligence reports for the last three years, providing a more accurate estimation of spend.

Contract financials	
Estimated annual spend	\$77,520.00
Estimated 3-year term spend	\$232,560.00
Add repairs and replacement services (125%)	\$290,700.00
Price limitation	\$523,260.00

Based on the foregoing, I am respectfully recommending approval of the contract with Mammoth Fire Alarms, Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Fire Alarm Maintanece and Repair Services - DOC	Agency	Statewide
RFB#	2991-25	Requisition#	
Agent Name	Steven Burgess	Bid Closing	01/03/2025 10:00 AM

Indicates Award:

Qty.	Annual	Product Description	Mammoth Fire		WR Bevans	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost
1	3	Fire Alarm Maintanece and Repair Services - DOC	\$77,520.00	\$232,560.00	\$201,772.00	\$605,316.00
Three year Term				\$232,560.00		\$605,316.00
Additional Price Limitation for Repair and Replacement:				\$290,700.00		\$372,756.00
Total Price Limitation:				\$523,260.00		

Recommendation Summary	
Statewide Contract or Amendment	Statewide
Term of Contract	3 Years
Price Limitation	\$523,260.00
Number of Solicitations Received	2
Number of Sourced bidders	6
Number of NIGP Vendors Sourced	23
Number of non-responsive bidders	27
P-37 Checklist Complete	Yes
Method of Payment (P-card/ACH)	Both
FOB Delivered	Yes
<p>Special Notes: There is a cost avoidance of \$372,756.00 when compared to the next lowest bidders. The price limitation of \$523,260.00 includes the three-year contract spend of \$232,560.00 for maintenance and inspections, plus an additional \$290,700.00 for repairs and replacement costs, based on business intelligence reports for the previous three-year period.</p>	

FORM NUMBER P-37 (version 2/23/2023)

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 Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Mammoth Fire Alarms, Inc.		1.4 Contractor Address 176 Walker St, Lowell, MA, 01854	
1.5 Contractor Phone Number 313-465-8214	1.6 Account Unit and Class Various	1.7 Completion Date 12/31/2027	1.8 Price Limitation \$523,260.00
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-272-2201	
1.11 Contractor Signature <div style="text-align: center;">  Date: 4/4/2025 </div>		1.12 Name and Title of Contractor Signatory Billie Lyn Gregorio General Mgr	
1.13 State Agency Signature <div style="text-align: center;">  Date: 5/22/25 </div>		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Christen Lavers</i> On: 5/28/25			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials BLG
 Date 4/4/2025

2. 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 B 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, 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 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

Contractor Initials BLG

Date 4/4/2025

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 with respect to the subject matter hereof.

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials BLG

Date 4/4/2025

EXHIBIT B- SCOPE OF SERVICES

1. INTRODUCTION:

1.1. Mammoth Fire Alarms, Inc. (hereinafter referred to as the “Contractor”) hereby agrees to provide the State of New Hampshire (hereinafter referred to as the “State”), Department of Administrative Services, with Fire Alarm Maintenance and Repair Services in accordance with the bid submission in response to State Request for Bid # 2991-25 and as described herein.

2. CONTRACT DOCUMENTS:

2.1. This Contract consists of the following documents (“Contract Documents”):

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment
- EXHIBIT D Contractor Proposal

2.2. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Form Number P-37 as modified by EXHIBIT A “Special Provisions, (2) EXHIBIT B “Scope of Services,” (3) EXHIBIT C “Method of Payment”, (4) EXHIBIT D “Contractor Proposal”.

3. TERM OF CONTRACT:

3.1. The term of the contract shall commence on May 1, 2025, or upon approval of the Governor and Executive Council, whichever is later, through December 31, 2027, a period of approximately Three (3) years.

3.2. The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Governor and Executive Council.

3.3. The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK:

4.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

4.2. The inspection, testing, and maintenance program of this contract shall satisfy the requirements of the adopted edition, as defined by RSA 153:1, VI(a), of the National Fire Protection Association (“NFPA”) 72, *National Fire Alarm and Signaling Code*, shall conform to the equipment manufacturer’s recommendations, and shall verify reliable operation of the fire alarm system.

4.3. 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.

4.4. Fire Alarm System Inspection & Testing Requirements

4.4.1. Visual examinations are to be performed at the commencement of the contract period to ensure proper operation of all system components. The Agency shall provide the Contractor with a list of all devices active in the system. 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 deficiencies revealed from the inspection with necessary corrective actions identified. The Contractor shall provide a complete list by device name and number of all items/devices tested. The Contractor shall be responsible to provide a proposed schedule for testing in accordance with the adopted NFPA standard to the State a minimum of two weeks (ten (10) working days) before the actual inspections occur. The Contractor shall employ a sufficient number of trained technicians so that 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 \$100.00 per hour in increments of fifteen (15) minutes. These charges shall be deducted from payments that are due the Contractor. Any fire alarm equipment found to

Contractor Initials BLG

Date 4/4/2025

be defective from any inspection shall be repaired as soon as possible. All defective equipment shall be listed on the inspection report. The Contractor shall inform the Agency on the anticipated time it will take for the repairs to be completed.

- 4.4.2. The fire alarm system components shall be physically inspected and tested in accordance with the adopted edition of NFPA 72, *National Fire Alarm and Signaling Code*, 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 lightning, water, vandalism or misuse by the building owner. The cost to repair any ground faults or wiring issues shall be the responsibility of the State at the repair rates established in this Contract.
- 4.5. To accomplish the Fire Recall Test the responsibilities of the parties shall be as follows:
 - 4.5.1. THE ELEVATOR COMPANY SHALL – be responsible for inspecting the elevator equipment, which includes the elevator machine room, elevator pit, elevator hoist way and elevator car. The inspection also includes the hoist way structure, machine room structure for fire rating. The elevator company inspector shall witness the testing of the related fire initiating devices for the elevator that includes each elevator lobby, associated machine room, elevator pit and elevator hoist way. The cost for all actions stated above to accomplish the annual inspection shall be included as part of the monthly fee submitted in the Elevator Testing/Inspection portion of this bid.
 - 4.5.2. THE OWNER (STATE AGENCY) SHALL - be responsible to provide and schedule a fire alarm company to work in conjunction with the Elevator company for the testing of Firefighters Emergency Operation (fire recall and shunt trip). All cost associated with and charged by the fire alarm company to accomplish this part of the elevator annual inspection shall be invoiced to the owner (State agency) for their testing of the fire equipment. Note: The Elevator Company shall be responsible for any fees for the fire alarm company due to the Elevator Company's late arrival, no show or late cancellation.
 - 4.5.3. THE FIRE ALARM COMPANY SHALL - administer testing of the Firefighters Emergency Operation (fire recall and shunt trip) in conjunction with the elevator company. The elevator company inspector shall witness the testing of the related fire initiating devices for the elevator that includes each elevator lobby, associated machine room, elevator pit and elevator hoist way. The fire alarm company shall invoice the owner (state agency) for their testing of the fire alarm equipment. Any necessary repairs to the fire alarm equipment will fall under the fire alarm maintenance and repair contract.
 - 4.5.4. If a fire recall retest is required due to a failure of the initial fire recall test, this will need to be approved by the agency before proceeding with an additional test.
- 4.6. 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.
- 4.7. The Contractor shall promptly report all deficiencies to the Agency Contact Person. Request to repair and/or replace parts shall be approved in advance by the Agency Contact Person prior to any actual work being performed by the Contractor. Parts and materials shall be invoiced not to exceed 10% above Contractor's cost. The State reserves the right to request the Contractor supply the State with invoices from suppliers documenting the Contractor's cost.
 - 4.7.1. Batteries to be replaced at no additional cost to the State.
 - 4.7.2. Regular maintenance shall only be completed during the hours indicated for that location.
- 4.8. **Service**
 - 4.8.1. 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 on the bid offer spreadsheet. 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.
 - 4.8.2. 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. 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.

- 4.8.3. If the Contractor cannot complete emergency repairs or replace the part(s) within 4 hours in a 24-hour period, the Contractor shall contact the agency contact indicating why the repair or replacement part(s) cannot be completed and when the equipment shall be returned to normal. The AHJ shall be permitted to require the building to be evacuated or an approved fire watch to be provided for all portions left unprotected by the fire protection system shutdown until the fire protection system has returned to service (NFPA 1: 13.1.11)
- 4.8.4. If a fire watch has been initiated, the Contractor will immediately notify the agency and the NH Fire Marshal's Office. The agency shall alert their insurance company of the initiated fire watch.
- 4.8.5. The Contractor will comply with the most current adopted NFPA standards, as defined by RSA 153:1, VI(a), for the State throughout the contract period.

4.9. Department of Corrections:

4.9.1. Administrative Rules, Policies, Regulations and Policy and Procedure Directives:

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's). Additional information can be located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

4.9.2. Prison Rape Elimination Act (PREA) of 2003:

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards, which may require an outside independent audit. Additional information can be located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

4.9.3. Contractor Employee Information/Background Checks:

- a. The Contractor (to include each employee and any approved subcontractor working in a NHDOC facility) will be required to sign the State of New Hampshire's Confidentiality Form and Criminal Record Authorization Form. Prior to placing an individual in a State facility, all prospective personnel must receive clearance from the NH Department of Corrections. Said clearance shall be obtained by submitting a Criminal Record Release Authorization Form on behalf of all personnel/employees and subcontractor to the NH Department of Corrections.
- b. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks of all potential Contractor and/or sub-contractors employees to determine eligibility status.
- c. The NH Department of Corrections will notify the Contractor of any potential Contractor and/or sub-contractors employee who does not comply with the criteria identified, below.
- d. In addition, the Contractor and/or sub-contractors shall not be able to hire employees meeting the following criteria:
 - Individuals convicted of a felony shall not be permitted to provide services;
 - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;

- Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Warden and/or designee of the corresponding facility requiring service;
 - Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
 - Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of New Hampshire;
 - Individuals with a history of drug diversion;
 - Individuals who was a former State of NH employee and/or former contract employee that was dismissed for cause;
 - Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
 - The NH Department of Corrections may not permit relatives of currently incarcerated felons to provide services without prior approval.
- 4.10. 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 RFB.
- 4.11. Locations may be deleted with thirty (30) days written notification.
- 4.12. 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.
- 4.13. All personal 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.
- 4.14. 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.
- 4.15. 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.
- 4.16. Upon request, the Contractor shall meet with the State either in person or via telephone conference call regarding corrective actions and/or resolution.
- 4.17. All services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, 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 shall be paid for any off-hour work.
- 4.18. 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 shall be arranged by the requesting agency (State).
- 4.19. 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.
- 4.20. 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.

- 4.21. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- 4.22. 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.
- 4.23. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 4.24. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
- 4.25. If **sub-contractors** are to be utilized, please include 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.
 - 4.25.1. Contractor MUST be able to support and service the DOC's Mircom fire equipment directly. Sub-contractors will not be approved to provide service on the Mircom fire equipment.

5. COMMERCIAL REQUIREMENTS:

- 5.1. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.
- 5.2. Except as otherwise provided in this Scope of Services, all services performed under this Contract 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.
- 5.3. The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.
- 5.4. The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.
- 5.5. The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer 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.
- 5.6. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.
- 5.7. While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 5.8. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
- 5.9. The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

5.10. 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.

6. USAGE REPORTING:

6.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to Steven Burgess at the Bureau of Purchase and Property and sent electronic to Steven.H.Burgess@DAS.NH.Gov. At a minimum, the Report shall include:

- 6.1.1. Contract Number
- 6.1.2. Utilizing Agency and Eligible Participant
- 6.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- 6.1.4. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- 6.1.5. Preferred in Excel format

7. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

7.1. The Contractor shall provide all Fire Alarm Maintenance and Repair Services strictly pursuant to, and in conformity with, the specifications as described herein, and under the terms of this Contract.

7.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Contractor Registration with up to date contact information.

7.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

7.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).

7.5. The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment, or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7.6. Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

8. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:

8.1. The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

9. CONFIDENTIALITY & CRIMINAL RECORD:

9.1. If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

EXHIBIT C - METHOD OF PAYMENT

10. CONTRACT PRICE:

10.1. The Contractor hereby agrees to provide fire alarm maintenance and repair services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$523,260.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

11. PRICING STRUCTURE:

Inspection Coverage in accordance with Current NFPA standard	Annual Cost 2025	Annual Cost 2026	Annual Cost 2027	Total
Department of Corrections - *** Location Requires Background Checks Before Services Can Begin.				
SPU	\$2,660.00	\$2,660.00	\$2,660.00	\$7,980.00
SHU and Box 1	\$5,700.00	\$5,700.00	\$5,700.00	\$17,100.00
Outside Boiler	\$2,280.00	\$2,280.00	\$2,280.00	\$6,840.00
MCS	\$4,940.00	\$4,940.00	\$4,940.00	\$14,820.00
MCN	\$4,940.00	\$4,940.00	\$4,940.00	\$14,820.00
Maintenance/Mailroom	\$2,660.00	\$2,660.00	\$2,660.00	\$7,980.00
Kitchen and Laundry	\$2,280.00	\$2,280.00	\$2,280.00	\$6,840.00
HBLDG	\$6,840.00	\$6,840.00	\$6,840.00	\$20,520.00
CCU	\$6,080.00	\$6,080.00	\$6,080.00	\$18,240.00
Buliding A	\$1,900.00	\$1,900.00	\$1,900.00	\$5,700.00
Buliding B	\$2,280.00	\$2,280.00	\$2,280.00	\$6,840.00
Buliding 1 Mechanical	\$1,520.00	\$1,520.00	\$1,520.00	\$4,560.00
Administration	\$12,160.00	\$12,160.00	\$12,160.00	\$36,480.00
R&D/Automotive/Small Engines/ Vocational Training- Auto Shop	\$3,420.00	\$3,420.00	\$3,420.00	\$10,260.00
Calumet House	\$2,280.00	\$2,280.00	\$2,280.00	\$6,840.00
Concord Probation & Parole District Office/NH State Prison Retail Store & Farm Building	\$2,280.00	\$2,280.00	\$2,280.00	\$6,840.00
NH Correctional Facility for Women	\$4,180.00	\$4,180.00	\$4,180.00	\$12,540.00
NH Prison Warehouse	\$1,900.00	\$1,900.00	\$1,900.00	\$5,700.00
North End House	\$2,280.00	\$2,280.00	\$2,280.00	\$6,840.00
Shea Farm	\$2,660.00	\$2,660.00	\$2,660.00	\$7,980.00
Transitional Work Centers & Minimum Security Unit	\$2,280.00	\$2,280.00	\$2,280.00	\$6,840.00

Repair Rates (Repair Work/Emergency Service Calls):		
Monday through Friday 7 AM to 4 PM	\$190.00 per hr	
Monday through Friday 4:01 PM to 6:59 AM	\$285.00 per hr	minimum 4 hrs \$1,400.00
Saturday	\$285.00 per hr	minimum 4 hrs \$1,140.00
Sunday & Holiday* Work	\$380.00 per hr	minimum 4 hrs \$1,520.00
*Holidays shall be based on State designated holidays		

12. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS:

12.1. 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.

12.2. The Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

13. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

Contractor Initials BIG
 Date 4/4/2025

13.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

14. INVOICE:

14.1. 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.

15. PAYMENT:

15.1. Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

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

15.3. Contractor shall be paid by Procurement Card when invoice is received if the invoiced agency is enrolled in the State of NH P-Card program.

EXHIBIT D - CONTRACTOR PROPOSAL

Scope of Services

We will provide the following services based upon the service description below, and in accordance with the terms and conditions incorporated herein.

Service Description	Testing Frequency	Full Year Price
Fire Alarm System Test & Inspection	ANNUAL	\$77,520.00
Sprinkler System Test & Inspection		
Fire & Sprinkler System Test & Inspection		
Fire Extinguishers Inspection		
Emergency Lights/Exit Signs Test & Inspection		
110-Volt Smoke & CO Alarm Test & Inspection		
Kitchen System Test & Inspection		
Clean Agent System Test & Inspection		
Fire Pump Test & Inspection		
Fire Hydrant Test & Inspection		
Churn Testing of Fire Pump		
Total		\$77,520.00

- MFA will test and inspect the fire alarm/sprinkler system and devices described in the referenced list of equipment listed above. MFA will test the DB level of the fire alarm/ sprinkler system to ensure it meets the now current code.
- Testing will be performed between 7:00 a.m. and 3:00 p.m.; Monday through Friday, excluding MFA holidays.
- MFA will provide the customer with documentation to certify that testing has been performed.

These tests are in accordance with the NFPA guidelines.

Equipment Summary

Fire sprinkler and devices included below. **TESTING OF ANY ADDITIONAL ITEMS WILL REQUIRE A MODIFICATION TO THIS AGREEMENT.**

<u>ALL</u>	Fire Alarm Control Panel	_____	Pressure Switch
<u>ALL</u>	Master Box	_____	Water Flow Device
<u>ALL</u>	Radio Box	_____	Tamper Switch
<u>ALL</u>	NACPanel	_____	Fire Hydrant
<u>ALL</u>	Batteries	_____	Fire Extinguisher
<u>ALL</u>	Remote Annunciator	_____	Fire Pump
<u>ALL</u>	Smoke Detector	_____	Fire Pump Chum: <input type="checkbox"/> Diesel <input type="checkbox"/> Electric
<u>ALL</u>	Heat Detector	_____	110 Volt Local Smoke & CO Alarms
<u>ALL</u>	Photo Beam Detector	_____	Emergency Light & Exit Sign
<u>ALL</u>	Pull Station	_____	Clean Agent Suppression System
<u>ALL</u>	Duct Smoke Detector	_____	Kitchen Suppression System
_____	CO Detector	<u>ALL</u>	Audio-Visual Devices
_____	Door Holder		

Additional Devices/Comments:

SPU - \$2660.00 I SHU AND BOX-I \$5700.00 I OUTSIDE BOILER \$2280.00 I MCS \$4940.00

MCN \$4940.00 I MAINTENANCE & MAILROOM \$2660.00 I KITCHEN & LAUNDRY \$2280.00 I HBLDG

\$6840.00 CCU \$6080.00 I BUILDING A \$1900.00 I BUILDING B \$2280.00 I BUILDING I MECHANICAL

\$1520.00 ADMIN. \$12,160.00 I R&DIAUTOIS SMALL ENGINE/ VOCATIOALTRAINING AUTO SHOP \$3420.00

NORTH END HOUSE \$2280.00 I SHEA FARM \$2660.00 I TWC & MSU \$2280.00

CALUMET \$2280.00 I PROBATION, STORE & FARM BLDG. \$2280.00 I WOMENS FAC. \$4180.00 I WAREHOUSE \$1900.00

Term of Agreement

Per State of NH contract.

Contractor Initials BLG

Date 4/4/2025

Responsibility of Customer

- (1) To provide any necessary advanced notification to building occupants so that testing may be performed with minimum disturbance to occupants. No test will be considered completed without operating audible devices. If building conditions do not allow an audible test of the fire alarm/sprinkler system to be performed MFA will require a release of liability to be signed on each occurrence and will submit said release with the test report. Due to liability issues, inherent to life safety systems, any device not tested within a 12-month period will be reported as inoperable.
- (2) To provide free and reasonable access to the equipment to perform service thereon.
- (3) To provide all necessary equipment to reach inaccessible equipment and peripheral devices.
- (4) To supply all necessary electrical service.
- (5) That in the event of an emergency or system failure, reasonable safety precautions will be taken to protect life and property during the period of time that MFA is first notified of the emergency or failure until such time as MFA notifies the customer that the system is operational and/or the emergency has been cleared.

Clarifications

To test and inspect the fire alarm/sprinkler systems in accordance with the applicable NFPA codes and manufacturers' installation & operation documents as defined in this agreement; provided, however, MFA is not responsible for failure to render services due to causes beyond its control including, but not limited to work stoppages, fires, civil disobedience, riot, rebellion, act of God and similar occurrences.

1. BILLING AND TEST REPORTS: Annual test pricing is based on ANNUAL billing.

Test reports - All test reports shall be completed on MFA's then current report form which shall be given to the customer, **with a copy sent to the insurance company or authority having jurisdiction if required and requested in writing by the Customer.** Reports and recommendations by MFA are only advisory in nature and are intended to assist the Customer in reducing the possibility of loss to property by indicating obvious defects or impairments noted to the system and equipment tested which require prompt consideration. Reports and recommendations are not intended to imply that all defects, hazards, or aspects of the system and equipment are under control at the time of the test. Final responsibility for the condition and operation of the fire alarm/sprinkler system equipment lies with the owner.

MFA requires 24-hour notice for all cancellations of scheduled service, otherwise a \$300 cancellation fee will be invoiced. In addition, if an MFA technician arrives on site and testing cannot be completed due to circumstances out of MFA's control (i.e., residents not notified, building and/or panel access not available, employee escorts not available, etc.) the above cancellation fee will apply.

This agreement is for annual testing, monitoring and/or answering service only; CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THIS AGREEMENT IS NOT A SERVICE CONTRACT. Any deficiencies found as a result of the testing are to be approved by the customer/owner and billed accordingly on a time and material basis as follows:

Hourly service rate is \$190.00 per hour, Monday through Friday, 7:00am to

4:30pm. Emergency service rate is \$285.00 per hour, weekdays through Saturdays, 4 hours minimum (\$1,140.00).

Sunday and Holiday service rate is \$380.00 per hour, 4 hours minimum (\$1,520.00).

Exclusions

- The testing provided under this agreement does not include any maintenance, repairs, cleaning of devices, alterations or replacement of any parts or any field adjustments whatsoever unless otherwise agreed in writing in accordance with the terms of this agreement. Should any such work be requested by the customer, there will be an addition to this agreement. MFA shall furnish the customer with an estimated price and receive written approval from the customer before any additional work is performed.
- Additional equipment - In the event that the customer has additional equipment installed after the date of this contract, the annual test cost shall be increased in accordance with contracted rates as of the first test of such additional equipment.
- Calls to disarm the Fire Alarm Control Panel for non-emergency situations, i.e. building renovations.
- Repair maintenance of sprinkler devices.
- Calls to reset after Sprinkler/Supervisory Faults.
- The Customer agrees that service calls required for the replacement of peripheral devices during normal business hours will be billed at contracted rate, plus the cost of the device. Service calls performed outside of MFA's normal working hours will be billed at contracted rates rate for Sunday and observed holidays.
- Damage due to vandalism, lightning or acts of God.

Our Service Team Members

We are committed to delivering world-class service. See below those personnel that are dedicated to your complete satisfaction. Should you have any questions or need assistance as it relates to the services we are providing at your facility, these are your Mammoth Fire Alarms, a Division of Sciens Building Solutions contacts.

John Comeau JR - The Service Account Executive manages the overall service plan based upon your current and future service requirement.

Tony Martello - The Service Manager is responsible for ensuring we meet our contractual obligation to you and for your overall satisfaction.

Kelly Strickland - The Service Coordinator is responsible for scheduling your planned inspection and managing any additional services that are outside of the scope of this agreement

Your Team Members

Please advise the name and contact information for the following personnel:

Purchasing contact:	Steven Burgess	Facilities Manager:	Heidi H. Laramie
Title:	Purchasing Agent	Title:	Administrator of Logistics
Contact number:	603-271-2009	Contact number:	603-271-1868
Scheduling contact:	Jason Newton	Billing contact:	Donna Gunby
Title:	Asst. Administrator of Logistics	Title:	Accountant
Contact Number:	603-271-1889	Contact number:	603-271-4053

Notices

Each notice or other communication associated with the Agreement shall be in writing and be given by electronic mail, personal delivery, or by a reputable overnight courier with confirmed receipt to the addressee. Your email address, postal address, and relevant person or office holder is as follows:

Contractor Initials BLG

Date 4/4/2025

Email Address: Heidi.H.Laramie@doc.nh.gov Postal
Address: Attn: Heidi H. Laramie, Logistical Services
NH Dept. of Corrections, PO Box 14, Concord, NH 03302
Relevant Person or Office Holder: Heidi H. Laramie

Terms and Conditions

Terms and Conditions are set forth in the approved contract between the State of NH and Mammoth Fire Alarms

State of New Hampshire

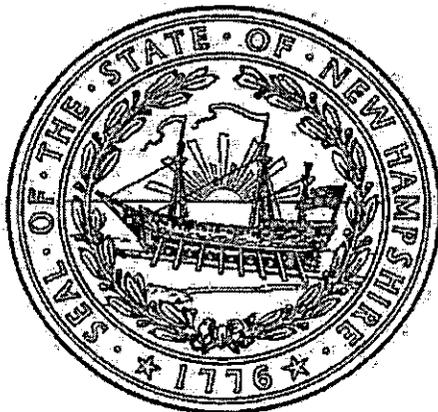
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MAMMOTH FIRE ALARMS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on September 19, 1991. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 157916

Certificate Number: 0007159332



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

**ACTION BY UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
MAMMOTH FIRE ALARMS, INC.**

April 1, 2025

The undersigned, all of the members of the Board of Directors (the "Board") of Mammoth Fire Alarms, Inc., a New Hampshire corporation (the "Company"), by the execution of this Action by Unanimous Written Consent of the Board (this "Consent"), hereby consent to and authorize the following actions:

I. Removal of Officers.

RESOLVED, that all of the current officers of the Company are hereby removed, effective as of the date hereof.

II. Appointment of Officers.

RESOLVED, that each of the following persons is hereby elected to hold the office or offices set forth opposite his name, to hold such office or offices until his successor shall be duly elected and qualified or until his earlier death, resignation or removal:

<u>Name</u>	<u>Office</u>
Terry Heath	Chief Executive Officer
Michael Dawid	Chief Financial Officer
Kurt Schoonover	Chief Operating Officer and Secretary
David Krohn	Chief Marketing Officer
John Mitchell	Regional Vice President
Robert Briganti	Regional Controller
Billie Lyn Gregorio	District Manager

III. Miscellaneous.

FURTHER RESOLVED, that each officer of the Company is authorized and directed to execute and deliver such other agreements, certificates, instruments, notices, filings and additional documents, and to take such other steps and to do such other acts and things, as in his or her judgment may be necessary, appropriate or desirable in order to carry out the intent of the foregoing resolutions;

FURTHER RESOLVED, that any and all actions taken in connection with and in furtherance of the matters referred to in any of the foregoing resolutions are hereby ratified, confirmed, approved, and adopted in all respects; and

FURTHER RESOLVED, that these resolutions may be executed in counterparts, each of which constitutes an original, and all of which, taken together, constitute one and the same original, and facsimile or other form of electronic signature on these resolutions shall be deemed to constitute original signatures.

(signature page follows)

IN WITNESS WHEREOF, the undersigned have executed the foregoing Consent as of the date first written above.

BOARD OF DIRECTORS:

Signed by:


1719D6357F9F49B...

Terry Heath



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2025

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 have ADDITIONAL INSURED provisions or 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 NFP Prop & Casualty Serv Inc. 500 West Madison Street 32nd Floor Chicago IL 60661	CONTACT NAME: Mitchell Glennon PHONE (A/C, No, Ext): 312-630-0800 FAX (A/C, No): 312-630-0833 E-MAIL ADDRESS: certsupport@nfp.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Mammoth Fire Alarms, Inc.. 176 Walker Street Lowell MA 01876	INSURER A: Berkley Assurance Company	NAIC # 39462
	INSURER B: Travelers Property Casualty Company of America	25674
	INSURER C: Axis Surplus Insurance Company	26620
	INSURER D: Arch Specialty Insurance Company	21199
	INSURER E: Lexington Insurance Company	19437
	INSURER F: The Charter Oak Fire Insurance Company	25615

COVERAGES **CERTIFICATE NUMBER:** 767931393 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	VTC2K-CO-5810B467-IND-24	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	Y	VTC2J-CAP-5810B479-TIL-24	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS	Y	Y	P-001-003758251-01 (\$3M) UXP1055692-00 (2 XS 3) 66320885 (5 XS 5)	7/1/2024 7/1/2024 7/1/2024	7/1/2025 7/1/2025 7/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-3Y522902-24-25-K	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Prof & Poll Liability	Y	Y	PCAB-5025312-0724	7/1/2024	7/1/2025	Each Act or Cond/Agg SIR \$ 5,000,000 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder and others as required by written contract or agreement are named as additional insureds. Waiver of subrogation applies to additional insureds, insurance provided is primary and noncontributing. 30 days notice of cancellation to Certificate Holder applies. Excess liability policies are follow form.
 Customer Project: 320000
 Sciens Project: Dept of Corrections
 Project: P-37 Non-Auto Glass and Screen Repair Contract (8003641).
 When required by written contract the State of NH, Department of Administrative Services, owner, and all other parties required of the written contract are included as an additional insured for ongoing and completed operations on a primary/noncontributory basis under all liability policies except workers compensation. When required by written contract waiver of subrogation applies in favor of the additional insureds unless prohibited by state statute

CERTIFICATE HOLDER Department of Administrative Services Bureau of Purchasing and Property 25 Capitol St, Room 102 Concord NH 03301	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 