

Pease Development Authority
Fire Alarm & Sprinkler System Maintenance
Bid Package
February 9, 2024

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INSTRUCTIONS FOR SUBMITTING BIDS

1. Receipt and Opening of Bids

The Pease Development Authority (herein called the Owner) invites bids on the form attached hereto, all blanks of which must be filled in. The Owner will receive bids at its offices at 55 International Drive, Pease International Tradeport, Portsmouth, New Hampshire **until 11:00 a.m. local time, February 29, 2024.**

Mailing Address:

Pease Development Authority
Attn: Liz Lacava
55 International Drive
Portsmouth, New Hampshire 03801

Bids shall be enclosed in two (2) envelopes (inner and outer), both of which shall be sealed, addressed and designated on the outside envelope as: **“Bid Documents Submitted by (Contractor’s Name) for Fire Alarm and Sprinkler System Maintenance – Attn: Liz Lacava”**. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions herein and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for opening or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No Contractor may withdraw a bid within 60 calendar days after the actual date of the opening thereof.

In order to be eligible to submit a bid, all Contractors must have attended the mandatory pre-bid meeting at the Pease Development Authority Office located at 55 International Drive, Pease International Tradeport on February 14, 2024 at 1:00 pm (*Snow date February 16, 2024 at 1:00 pm.*) and satisfy himself/herself as to the existing conditions under which he/she will be obligated to operate or that will in any way affect the work under this Contract. No allowance will be made subsequently in this regard for any error or negligence of the Contractor in preparing the bid when discovered subsequent to the award of the contract.

2. Description of Work

The Work shall consist of providing labor, equipment, materials and supervision to inspect, maintain, and repair, the fire alarm and fire suppression systems at the requested facilities of The Pease Development Authority properties on the Pease International Tradeport, Skyhaven Airport, and at Division of Ports and Harbors facilities.

3. Preparation of Bid

Each bid must be submitted on the prescribed form and must be accompanied by a statement of qualifications and any other information that will assist the Owner in evaluating the Contractor's ability to successfully provide the requested services.

4. Qualifications

Each contractor shall submit his/her qualifications to the Owner on the form provided hereinafter entitled "Statement of Qualifications". The form must be delivered to the Owner with the bid. The Owner reserves the right to reject the bid of any Contractor who has failed to submit his/her qualifications.

5. Bid Guaranty /Bid Security (deleted)

6. Contract Time

The term of the contract shall be for three (3) years. Owner shall have the option, in its sole discretion, to renew the contract for two (2) successive one (1) year periods on mutually agreeable terms and conditions.

7. Contract Award

The award will be based on both qualifications and costs. The Owner will award the Contract, at its sole discretion, to the lowest and most qualified bidder.

8. Eligibility

In the sole discretion of PDA, any contractor that has previously submitted a bid to the Pease Development Authority or entered into an agreement with the Pease Development Authority and has not complied with the terms of the stated requirements may not be eligible to submit a bid.

SCOPE OF WORK

A. DESCRIPTION OF SERVICES

1. Service During Normal Business Hours

a. Inspections

Inspect and maintain the fire alarm and sprinkler systems in accordance with NFPA requirements for the locations identified under Section B Facility Descriptions. *As a minimum*, the contractor shall use as a reference, the latest version of **Table 5.1, Summary of Sprinkler System Inspection Table 10.4.3, Testing Frequencies and in accordance with any other salient parts of the NFPA, state and local codes as amended from time to time.**

The inspections shall identify any conditions that may compromise the performance of the mechanical and/or electronic components of the systems. A complete and detailed report of the inspection, noting any and all deficiencies and/or recommendations that may be necessary to conform with recognized codes, shall be provided. Any such services shall be handled as outlined in Sections A.1.c and C.1.c.

Fire Alarm inspections shall include a full system inspection including the following:

- Inspect all control panels and remote panels.
- Test all devices tied into the panel, including but not limited to smoke detectors, heat detectors, duct detectors, pull stations, horns, strobes, and horn/strobes.
- Inspect the cleanliness of the smoke detectors.
- Inspect and meter all batteries.
- Test all annunciators and zones.
- Test all supervised control valves by inspecting & exercising them.
- Activate outputs for proper equipment shutdowns, start-ups and HVAC/smoke.
- Inspect and test activation of all output relays.

Sprinkler System inspection shall include the following:

- Exercise and inspect all flow switches, tamper switches and low-pressure alarms.
- Inspect the sprinkler control valves for accessibility, position, general condition and signage.
- Perform and inspect water-flow tests for each system main drain and inspector's test valve, during appropriate weather conditions.
- Inspect system piping, hangers, drain valves, gauges and related equipment.
- Inspect the sprinkler heads for adequate clearance and general condition to ensure

proper distribution and activation.

- Test and inspect system air compressors, which includes checking the oil.
- Inspect deluge or preaction valves including interior inspection of the valve body, clapper, clapper facings and latching mechanism.
- Clean pilot lines and solenoid strainers thoroughly.
- Inspect and clean the interior of the solenoid release.
- Test all supervisory circuits and auxiliary functions for proper operation.

b. Emergency Service During Normal Business Hours

The Contractor shall be available to respond to emergencies on a 24-hour, 7 days a week basis. The Contractor shall respond by phone within 20 minutes of receiving the trouble call for the purpose of acknowledging receipt of the call and providing an estimated time of arrival. The Contractor shall be on site within two (2) hours of receiving a phone call or page. If this service is provided during normal business hours, the Normal Business Hour rate for Emergency Service will apply. (See the following Section C - Basis of Payment)

c. Scheduled Projects

The Contractor may also be required to install new system components when necessary to replace or augment existing systems or to modify existing systems.

2. After Hours Service

The Contractor shall be available to respond to emergencies on a 24-hour, 7 days a week basis. The Contractor shall respond by phone within 20 minutes of receiving the trouble call for the purpose of acknowledging receipt of the call and providing an estimated time of arrival. The Contractor shall be on site within two (2) hours of receiving a phone call or page. If this service is provided after normal business hours, the After Hours rate for Emergency Service will apply. (See the following Section C - Basis of Payment)

3. Special Provisions for Equipment and Materials

a. Equipment

Except as provided in the following paragraph, the Contractor will be responsible for providing all equipment and tools necessary in the performance of the work. The price of equipment and tools will be included in the hourly labor rate.

Some of this work may require high reach or other lift equipment. In most instances, PDA will make a lift available for the Contractor's use. In the event that the Contractor is required to provide this equipment, the PDA will reimburse the Contractor at cost. However, the Contractor must obtain prior approval of the rental rate.

b. Materials

New and replacement materials shall be furnished under this contract in accordance with the following Section C.3.

B. FACILITY DESCRIPTIONS

The following is the current list of facilities to be maintained under this Contract with estimates of the number and type of devices in each facility. Please note that the *list is subject to change and that facilities may be added or deleted and that equipment at facilities may be added, removed or replaced during the term of the contract.* If the fire alarm and/or sprinkler systems are significantly changed, the lump sum prices submitted may be revisited and revised to reflect additional or deleted work. PDA also reserves the right to postpone or cancel scheduled maintenance, depending on available funding.

1. 42 Airline Avenue – Airline Terminal

Fire Alarm Panel
FCI Gamewell E3 Series Addressable Fire Alarm / Voice Evacuation System
3 Sub Panels
Portsmouth city box # 737
38 Pull Stations
67 Smoke Detectors
44 Heat Detectors
10 Duct Smoke Detectors
1 Horn Strobe
16 Audio Visual Devices
13 Strobe Visual Devices
3 Carbon Monoxide Devices
Batteries with Subpanels
2 Elevator Recalls
Sprinkler System is combination of wet and dry

2. 42 Airline Avenue – CBIS Facility

2400 Sq Ft Modular Building
1 Subpanel with battery
26 Sprinkler Heads
1 Pull Stations
4 Smoke Detector
7 Audio Visual Devices

3. 42 Airline Avenue – Baggage Handling Area

Check conveyer door
Closure Operation

4. 14 Airline Ave – Air Traffic Control Tower

Fire Alarm Panel
Simplex 4100 Programmable Fire Alarm System
Portsmouth city box # 7371
11 Pull Stations
24 Smoke Detectors

2 Heat Detectors
1 Duct Smoke Detector
11 Horn Strobes
2 Batteries
1 Elevator Recall

5. 555 Market Street – Marine Terminal

Fire Alarm Panel FCI
FC-72
Portsmouth City Box #59
Sprinkler Reliable 6 inch Model D Dry Pipe Valve (shotgun riser)
2 Pull Stations
7 Smoke Detectors (photoelectric)
0 Duct Smoke (7 fire dampers)
1 Heat Detectors
6 Horn Strobes
17 Strobe Visual Devises
2 Batteries

6. 55 International Drive – PDA Administration

Fire Alarm Panel
Honeywell Notifier NFW2-100-2
15 Smoke Detectors
6 Pull Stations
Portsmouth City Box #743
9 Heat Detectors
2 Duct Smoke Detectors
22 Horn Strobes
7 Strobe Visual Devises
2 Batteries

7. 200 Grafton Drive - Pease Golf Course Clubhouse

Restaurant Fire Suppression System with a fixed nozzle agent distribution network
Fire Alarm Panel
Fire-Lite Panel #FL-MS9200UDL
7 Addressable PE Smoke Detectors #FL-SD355
16 Horn Strobes 2 wire #BK-P2R
2 Outdoor Horn Strobes #BK-P2RK
5 Strobes 2 wire #BK-SR
9 Pull Stations #ESL
2 Batteries
Addressable Module Single # FS-MS9200UDL
Addressable Module Duel #FS-MMF301
1 Dry Riser
181 Heads
2 Pressure Switches
2 Tamper Switches

8. 14 Aviation Avenue – Hangar 227

Fire Alarm Panel

Grinnell Auto Call (off) TFX-500M

Associated Pull Stations, Strobes, Heat Detectors, Smoke Detectors and Batteries
(Sprinkler System is in-operable)

The above equipment lists represent PDA's best knowledge of the existing conditions. Exact quantities and model numbers may vary.

C. BASIS OF PAYMENT

1. Service During Normal Business Hours

a. Inspections

For regular inspections and maintenance work provided in accordance with NFPA requirements for the locations under Section B Facility Descriptions, the Contractor shall complete the work and payment shall be based on the lump sum prices submitted by the Contractor on the Bid Form.

b. Emergency Service

For Emergency Service provided during normal business hours (7 a.m. to 5 p.m.), the Contractor shall complete the work and payment shall be based on the actual hours worked multiplied by the hourly rate for Normal Business Hours submitted by the Contractor on the Bid Form. No compensation will be made for travel time or mileage.

c. Scheduled Projects

Each project assignment shall be preceded by a request from the PDA to the Contractor for an estimate of project costs and time for completion. Estimates shall be based on the hourly rate for Normal Business Hours submitted by the Contractor on the Bid Form. Prior to initiating the work, the Contractor shall be required to obtain a Notice to Proceed from the PDA

2. After Hours Service

For emergency service provided after normal business hours, payment shall be based on the actual hours worked multiplied by the hourly rate for After Hours submitted by the Contractor on the Bid Form. No compensation will be made for travel time or mileage.

3. Materials

Payments for materials furnished shall be limited to cost. Itemized material lists shall be submitted with each request for payment.

4. General

The prices submitted shall include all labor, incidentals, expenses, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. There will be no allowances made for travel time, mileage, equipment (except as noted in Section A.3.a) or any other incidental expenses. These costs shall be included in the prices submitted.

STATEMENT OF QUALIFICATIONS

Attach this statement, fully completed, to the Bid Form and submit to the Owner on the date and time for opening of bids.

All Questions must be answered and the data given must be clear and comprehensive. Where necessary, questions shall be answered on separate attached sheets. The Contractor may submit any additional information he/she desires.

1. Name of Contractor:

- 1.a Contractor is: Corporation
- Partnership
- Individual
- Limited Liability Company

2. Permanent main office address:

2. a. Treasury Number (Employer's Identification No.)

3. When organized:

4. If a corporation, where incorporated:

5. How many years have you been engaged in the business under your present firm or trade name?

6. General character of work performed by your company:

7. Have you ever failed to complete any work awarded to you? () Yes () No
If yes, where and why?

8. Have you ever defaulted on a contract? () Yes () No
If yes, where and why?

9. List of references (minimum of three).

Attach proof of licensure and any other information that may assist the Owner in evaluating your bid.

AGREEMENT

THIS AGREEMENT, made effective this _____, 202_, between the PEASE DEVELOPMENT AUTHORITY ("PDA" or "Owner"), an agency of the State of New Hampshire established pursuant to N.H. RSA 12-G:1 et. seq. with a principal place of business at 55 International Drive, Pease International Tradeport, Portsmouth, NH 03801 and _____ ("Contractor").

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will provide on-call contracting services for the On-Call Installation and Repair of Chain Link Fence at properties owned and maintained by the Pease Development Authority in accordance with the Contractor's Proposal which meet or exceed the requirements of the Contract Documents, as that term is defined in Section 4 of this Agreement (the "Project").

2. The Contractor will commence work in accordance with the Contract Documents upon receipt of the Notice to Proceed (NTP). All work shall be coordinated closely with the Pease Development Authority Engineering Department, and the respective facility Manager. All work shall be completed in a timely fashion.

3. The Contractor agrees to comply with the terms of the Contract and to perform the work described in the Contract Documents, in whole or in part, for the unit prices and sum of (_____) Dollars (the "Contract Price") in accordance with the Contractor's Proposal.

4. The term "Contract Documents" means and includes the following:

- (A) Advertisement For Bids
- (B) Bid Information
- (C) Bid Form
- (D) Statement of Qualifications
- (E) Agreement
- (F) Insurance Requirements
- (G) General Conditions
- (H) Supplemental General Conditions
- (I) Summary of Work
- (J) Technical Specifications and Basis of Payment
- (K) Appendices: Airfield Security Badging Fees

5. The Contractor will furnish all of the materials, supplies, tools, equipment, labor, supervision and other items and services necessary for the completion of the Project, except as otherwise set forth in the Contract Documents.

6. Upon satisfactory completion of all work under the terms of this Agreement, Contractor shall provide PDA with a bill for services. PDA agrees to pay Contractor within thirty (30) days of the receipt of a bill for services.

7. This Agreement is not assignable by the Contractor and any attempt at assignment is void.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

9. This Agreement is executed in a number of counterparts, each of which is an original and constitutes the entire agreement between the parties. This Agreement shall be

construed according to the laws of the State of New Hampshire. No portion of this Agreement shall be understood to waive the sovereign immunity of the State or PDA. This Agreement shall not be amended or modified except by an agreement in writing signed by the parties.

10. Insurance.

The Contractor agrees to take out and maintain during the term of this Agreement adequate insurance coverage, at its expense, as set forth in Exhibit 1 of this Agreement with an insurance company or companies acceptable to the Owner to cover the liability accepted by the Contractor in the indemnity provisions of this Agreement.

The Contractor shall either (i) require each of its subcontractors to procure and to maintain during the life of his subcontract the type and amounts of insurance specified above or (ii) insure the activities of its subcontractor in the Contractor's policy.

11. Indemnification

The Contractor shall defend and indemnify the Owner and the State of New Hampshire, their officers, board members, agents, and employees (the "Indemnitees") from and against all losses, suits, claims, liabilities, penalties, fines, judgments, costs, and expenses, including without limitation attorneys' fees, consultants' fees, and experts' fees arising out of, or in any manner predicated upon personal/bodily injury, death, or property damage resulting from, related to, caused by (or which may be claimed to be caused by), or arising out of (or which may be claimed to arise out of) the Contractor's performance of its obligations under this Agreement; or which is caused in whole or in part (or which may be claimed to be caused in whole or in part) by any negligent or willful act or omission of the Contractor, its subcontractors, anyone directly or indirectly employed by either the Contractor or its subcontractors, or anyone for whose acts any of the foregoing may be liable. The agreements contained in the preceding sentence do not extend to claims for damages caused by gross negligence or willful misconduct of the Indemnitees without contributory fault on the part of any person, entity, or corporation.

In any and all claims against the Indemnitees or any one of the Indemnitees by any employee of the Contractor, its subcontractors, anyone directly or indirectly employed by an employee or subcontractor of the Contractor, or anyone for whose acts of such employees and subcontractors may be liable, the indemnification obligation shall not be limited in any way by a limitation on the amount of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefits acts.

In the event that any action or proceeding is brought against the Indemnitees or any one of the Indemnitees by reason of any matter for which the Contractor has hereby agreed to defend and indemnify, the Contractor, upon notice from the Indemnitees or any one of them, covenants to resist or defend such action or proceeding with counsel acceptable to the Indemnitees or any one of them as the case may be.

Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of the sovereign immunity of PDA or the State of New Hampshire which is hereby reserved to PDA and the State of New Hampshire.

The provisions of this indemnification shall survive the expiration or termination of this Agreement, and the Contractor's obligations hereunder shall apply whenever any one of the Indemnitees incur costs or liabilities described above.

12. **Default and Termination.**

If the Contractor:

- a. fails to begin work under this Agreement within the time specified in the notice to proceed;
- b. fails to perform the work with sufficient workers and equipment or with sufficient materials to assume prompt completion of said work;
- c. performs the work unsuitably, or neglects or refuses to remove material or to perform a new such work as may be rejected as unacceptable or unsuitable;
- d. discontinues the prosecution of the work;
- e. fails to resume work which has been discontinued, within a reasonable time after notice to do so;
- f. becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency;
- g. makes an assignment for the benefit of creditors; or
- h. for any other cause whatsoever, fails to carry on the work in an acceptable manner,

the Owner will give notice in writing to the Contractor for such delay, neglect or default. If the Contractor does not proceed in accordance with said notice, then the Owner will, upon written notification from its Representative of the fact of such delay, neglect or default and the Contractor's failure to comply with such notice, have full power and authority without violating this Agreement, to take the delivery of services out of the hands of the Contractor. The Owner may enter into an agreement for the completion of this Agreement according to the terms and conditions hereof, or use such other methods as in its opinion will be required for the completion of said Agreement in an acceptable manner.

All extra costs and charges incurred by the Owner as a result of such delay, neglect or default, together with the cost of completing the services under this Agreement will be deducted from any monies due or which may become due to Contractor. If such expense exceeds the sum which would have been payable under this Agreement then the Contractor shall be liable and shall pay to the Owner the amount of such excess within thirty (30) days of notice from Owner.

13. **Termination Without Fault.**

Notwithstanding the default provisions of Section 12, the Owner, for any cause, including but not limited to an order of any federal authority or petition of the Contractor due to circumstances beyond its control, may by written notice to the Contractor terminate this Agreement or any portion thereof subject to condition (a) provided below.

Notwithstanding anything to the contrary contained in these conditions, it is understood and agreed by the parties hereto that all obligations of the Owner hereunder, including the continuance of payments, are contingent upon the availability and continued appropriation of State funds, and in no event shall Owner be liable for payments hereunder in excess of such available or appropriated funds. In the event of a reduction, termination or failure to appropriate any or all such available funds or appropriations or a reduction of expenditure of State funds, the Owner may, by written notice to the Contractor, immediately terminate this Agreement in whole or in part in accordance with the following conditions:

- a. When this Agreement, or any portion thereof, is terminated before completion of all items of work therein, payment will be made for the actual items of work

completed. Payment of items of work not completed at time of termination shall be the greater of the following amounts: (1) a percentage of completion of the particular item at time of termination or (2) such amount as shall be mutually agreed upon by the parties. No claim for loss of anticipated profits on items or units of work not completed will be allowed.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract, effective on the date first above written.

PEASE DEVELOPMENT AUTHORITY

_____ By: _____
Date Paul Brean, Executive Director

Company: _____

By: _____

_____ Title: _____
Date

GENERAL CONDITIONS

GC-1. Performance. Submission of Bid shall be accepted as prima facie evidence that the Contractor has examined the specifications and has satisfied himself/herself as to the nature and location of the work and all other matters which could in any other way affect the work or cost thereof. Failure of the Contractor to acquaint himself/herself with all available information, including a physical survey of the proposed work, will not relieve him/her from providing a complete and usable project. Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all material, labor, tools, equipment, transportation, superintendence, and temporary construction to execute, complete and deliver the work within the specified time.

GC-2. Inspection and Testing of Materials. All materials and equipment used shall be subject to inspection and testing if such inspection and testing is deemed necessary. The Owner shall have the cooperation and assistance of the Contractor and the producer with whom he/she has contracted for materials in the event that testing is required. The Owner will not be charged for the manufacturer's costs in supplying certificates of compliance.

GC-3. Safety. The Contractor shall take all necessary precautions for the safety of employees and shall comply with all applicable provisions of Federal, State and Municipal safety laws.

GC-4. Insurance.

a The Contractor agrees to take out and maintain during the term of this Agreement at its expense adequate insurance coverage with an insurance company or companies acceptable to the Owner to cover the liability accepted by the Contractor in the indemnity provisions of this Agreement (unless otherwise agreed) including but not limited to:

(1) comprehensive general liability insurance, including but not limited to general operation and completed operations liability insurance, on an occurrence basis, against claims for personal injury, including but not limited to bodily injury, death or property damage occurring upon, in or about the Project including any buildings thereon adjoining sidewalks, streets and passageways, to a limit of not less than \$4,000,000 each occurrence, \$4,000,000 products aggregate, and \$4,000,000 general aggregate with respect to damage to property and \$4,000,000 aggregate with respect to personal injury or death to anyone or more persons and with no deductible or such deductible amount as may be approved by the Owner (aggregate to be per project);

(2) workers' compensation and employer's liability insurance in an amount and form which meets all applicable requirements of State law and which specifically covers all employees, principals and others engaged, and all risks involved, in the operations of the Project (exclusions from such coverage for

proprietors, partners, executive officers or limited liability company members will not be permitted).

(3) automobile liability insurance in an amount not less than \$1,000,000 combined single limit against liability for bodily injury or property damage arising out of the acts or omissions by or on behalf of the Contractor or any insured or underinsured person or organization or involving any owned, non-owned, leased or hired automotive equipment in connection with the Contractor's activities;

(4) [deleted]

(5) [deleted]

b. All such policies of insurance shall be effected under valid and enforceable policies, in such forms and amounts as may, from time to time, be required under this Agreement, issued by insurers of recognized responsibility which are authorized to transact such insurance coverage in the State of New Hampshire, and which have been approved in writing by the Owner which approval shall not be withheld unreasonably. All such policies of insurance (other than workers' compensation insurance) shall name the Pease Development Authority as an additional insured. All such policies of insurance shall contain a description of the Project. Upon the execution of this Agreement (and thereafter not less than fifteen (15) days prior to the expiration date of each policy pursuant to this clause) a certificate of insurance reasonably satisfactory to the Owner bearing a notation evidencing the payment of the premium or accompanied by other evidence reasonably satisfactory to the Owner of such payment shall be delivered by the Contractor to the Owner.

c. Each such policy or certificate therefore issued by the insurer shall to the extent obtainable contain (i) a provision that no act or omission of Contractor, or any employee, officer or agent of the Contractor which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained, (ii) an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days prior written notice by registered mail to the Owner, (iii) provide that the insurer shall have no right of subrogation against Owner and the State of New Hampshire, and (iv) provide that the contractor's liability coverage's shall be primary and non-contributing with respect to any liability coverage carried by the Owner.

d. The Contractor shall observe and comply with the requirements of all policies of insurance at any time in force with respect to this Agreement and shall also perform and satisfy the requirements of the companies writing such policies so that at all times companies of good standing reasonably satisfactory to the Owner shall be willing to write or to continue such insurance.

e The Contractor shall either (i) require each of its subcontractors to procure and to maintain during the life of his subcontract the type and amounts of insurance specified above or (ii) insure the activities of its subcontractor in the Contractor's policy.

The sheets attached at the end of these General Conditions contain a summary of the insurance requirements.

GC-5. Bonding. Not used.

GC-6. Maintenance During Construction. The Contractor shall maintain the work area at all times during construction and shall allow normal use by the Owner unless otherwise noted. Immediately prior to final inspection, the Contractor shall insure that all discarded or unused material are picked up and removed. Cleanliness shall be sufficient reasons for the PDA to withhold final acceptance.

GC-7. Work Hours. As noted in Proposal Document on Proposal Form

GC-8. Existing Utilities. All costs associated with protection of existing utilities during construction will be the responsibility of the Contractor.

GC-9. Pre-Construction Meeting. Not used.

GC-10. Project Manager. The Contractor shall assign a competent manager, superintendent, foreman or other such representative who shall be responsible for coordinating all PDA work. The Project Manager shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Owner and shall be one who can be continued in that capacity unless he ceases to be on the Contractor's payroll.

GC-11. Protection of Work and Property - Emergency. The Contractor shall at all times safely guard the property belonging to the Owner and the Owner's tenants from injury or loss in connection with this Contract. He/she shall at all times safely guard and protect his/her own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract, or by the Owner, or his duly authorized representative. The Contractor shall take all necessary precautions for the safety of the Owner's employees, Tenants' employees and its own employees on the work site, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. He/she shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such features of construction as protruding

nails, hoists, well holes, scaffolding, trenches and other excavations, and falling materials, and he shall designate a responsible member of his/her organization on the work, whose duty shall be the prevention of accidents. The name and position of any person so designated shall be available by phone during non-working hours. In case of emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner, in a diligent manner. He/she shall notify the Owner immediately thereafter.

GC-12. Allowances. Not used.

GC-13. Warranty. The Contractor warrants to the Owner that the materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents.

GC-14. Maintenance of Security. The Contractor shall be responsible for maintaining security at the site. The PDA is not responsible for items that are stolen or vandalized.

GC-15. Area of Special Notice. Not used.

GC-16. Indemnification. The Contractor shall indemnify, hold harmless and defend the Owner and the State of New Hampshire, their officers, board members, agents and employees (the "Indemnitees") from and against all losses, suits, claims, liabilities, penalties, fines, judgments, costs and expenses, including without limitation attorneys' fees, consultants' fees and experts' fees arising out of, or in any manner predicated upon bodily injury, death or property damage resulting from, related to, caused by or arising out of (or which may be claimed to arise out of) the Contractor's performance of its obligations under this Agreement; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, its subcontractors, anyone directly or indirectly employed by either the Contractor or its subcontractors, or anyone for whose acts any of the foregoing may be liable. The agreements contained in the preceding sentence do not extend to claims for damages caused by gross negligence or willful misconduct of the Indemnitees without contributory fault on the part of any person, firm or corporation.

In any and all claims against the Indemnitees or any one of the Indemnitees by any employee of the Contractor, its subcontractors, anyone directly or indirectly employed by an employee or subcontractor of the Contractor, or anyone for whose acts of such employees and subcontractors may be liable, the indemnification obligation shall not be limited in any way by a limitation on the amount of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefits acts.

In the event that any action or proceeding is brought against the Indemnitees or any one of the Indemnitees by reason of any matter for which the Contractor has hereby agreed to

indemnify, hold harmless and defend, the Contractor, upon notice from the Indemnitees or any one of them, covenants to resist or defend such action or proceeding with counsel acceptable to the Indemnitees or any one of them as the case may be. Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire which is hereby reserved to the State of New Hampshire.

The provisions of this indemnification shall survive the expiration or termination of this Agreement and the Contractor's obligations hereunder shall apply whenever any one of the Indemnitees incur costs or liabilities described above.

GC-17. Payments to the Contractor. Upon completion of the work the Contractor shall submit an itemized invoice. When appropriate, requests for payment shall be accompanied by a Contractor Partial Waiver of Lien

SPECIAL CONDITIONS

The following special conditions shall apply to work in the Air Terminal, air Traffic Control Tower, and 14 Aviation Avenue.

MAINTENANCE OF SECURITY

The Contractor shall be responsible to meet all applicable TSA and PDA regulations concerning the maintenance of security. This shall include, but not be limited to, the control of access to the Air Operations Area (AOA) and Secured Area through the project work areas. No openings in the fence line or terminal building providing access to the AOA or Secured Area shall be left unattended. The Contractor is responsible for any temporary fencing or security arrangements required to meet these requirements.

EMPLOYEE IDENTIFICATION BADGES

As part of the airport's security requirements, key employees of the Contractor (i.e. supervisors, foremen, etc.) shall be required to obtain airport security badges. The necessary applications may be obtained from the Pease Development Authority, Airport Management Department (Airport). The applications require the applicant to submit to a fingerprint-based Criminal History Records Check (CHRC). The results of the CHRC must indicate that the individual has not been convicted or found not guilty by reason of insanity of the crimes listed on the application. In addition, the individual employees shall be required to participate in the airport's security course (typically, a one hour presentation). Also, in addition to the above, all employees expected to operate any motor vehicle (car, truck, backhoe, dozer, etc.) on the airfield shall be required to take the airport's driver safety course (typically, a one and one half hour presentation) and practical test. All costs incurred due to these requirements shall be the responsibility of the Contractor.

At all times, an individual who has obtained the above security badge and/or driving privileges shall accompany any employees, or employees of any subcontractors who have not been given security clearances.

The individuals who have met the above requirements shall be issued an identification badge which the employee will be required to wear at all times while on the airport site. The Contractor is responsible at the completion of the project to turn in to the Airport all badges that were issued to his/her employees or subcontractors. The Contractor will pay a fine for all lost badges not returned at the end of the project.



Portsmouth International Airport at Pease

Security Equipment and Services Rates and Fees

Last Updated: April 1, 2024

GA Badge (initial application and renewing)	\$45
SIDA Badge (new applicants and renewing)	\$70 ²
Vehicle Sticker (initial application renewing)	\$50
Electronic Key	\$150
Gate Access Control Tag	\$20
Lost or Stolen vehicle permit, gate tag, and/or metal key Fee <small>(including \$20 processing fee for lost or stolen vehicle permit, gate tag, and/or key and \$20 fee to issue a replacement vehicle permit, gate tag, and/or key)</small>	\$40 ³
Lost or Stolen Electronic Key <small>(including \$150 processing fee for lost or stolen electronic key and \$150 fee to issue a replacement electronic key)</small>	300 ³
Lost or Stolen GA Badge Fee <small>(including \$45 processing fee for lost or stolen badge and \$45 fee to issue a replacement badge)</small>	\$90 ⁴
Lost or Stolen SIDA Badge Fee <small>(including \$70 processing fee for lost or stolen badge and \$70 fee to issue a replacement badge)</small>	\$140 ⁵

Notes:

1. GA badge application fee is non-refundable.
2. SIDA badge application fee is non-refundable.
3. If a vehicle sticker, gate tag, and/or metal/electronic key is lost or stolen:
 - a. A \$20 processing fee will be charged for each vehicle sticker, gate tag, and/or metal key that is lost or stolen. The fee will be refunded if the vehicle permit, gate tag, and/or metal/electronic key is returned to the Airport Management Department.
 - b. A \$150 processing fee will be charged for each electronic key. The fee will be refunded if the vehicle permit, gate tag, and/or metal/electronic key is returned to the Airport Management Department.
 - c. A \$20 non-refundable fee will be charged to reissue each vehicle sticker, gate tag, and/or metal key.
 - d. A \$150 non-refundable fee will be charged to reissue each electronic key.
4. If a GA badge is lost or stolen:
 - a. A \$45 processing fee will be charged for each GA badge that is lost or stolen. The fee will be refunded if the badge is returned to the Airport Management Department.
 - b. A \$45 non-refundable fee will be charged to reissue the GA badge.
 - c. A maximum of 2 replacement SIDA badges will be issued to an applicant for lost or stolen badges.
5. If a SIDA badge is lost or stolen:
 - a. A \$70 processing fee will be charged for each SIDA badge that is lost or stolen. The fee will be refunded if the badge is returned to the Airport Management Department.
 - b. A \$70 non-refundable fee will be charged to reissue the SIDA badge.
 - c. A maximum of 2 replacement SIDA badges will be issued to an applicant for lost or stolen badges.



BID FORM

Item #	Description/Location of Work			Price
1	42 Airline Avenue - Airport Terminal	Lump Sum Price per year		\$
2	14 Airline Avenue – ATCT	Lump Sum Price per year		\$
3	555 Market Street –Marine Terminal	Lump Sum Price per year		\$
4	55 International Drive-PDA	Lump Sum Price per year		\$
5	200 Grafton Road - Pease Golf Course Club House	Lump Sum Price per year		\$
6	14 Aviation Avenue	Lump Sum Price per year		\$
7	Hourly Rate for Emergency Service	Estimated Quantity	Unit Price	
	a. Rate for Alarm/Sprinkler Technician Normal Business Hours (7am – 5pm)	50 hours	\$ /hour	\$
	b. Rate for Alarm/Sprinkler Technician After Hours	6 hours	\$ /hour	\$
			TOTAL PRICE	\$

BID FORM (continued)

The UNDERSIGNED does hereby certify that the services to be furnished to the Pease Development Authority (“PDA”) will meet all the specifications and requirements of the “Fire Alarm and Sprinkler System Maintenance Bid Package” dated February 9, 2024.

The UNDERSIGNED hereby certifies that no employee, officer, or agent of the PDA, nor any member of their immediate family has any interest in the award of a contract herein; nor, is any such employee, officer, or agent employed by or about to become an officer or employee of any person, firm, partnership, or corporation which may benefit from the award of the contract herein.

The UNDERSIGNED must be familiar with all aspects of the service agreement and be familiar with the conditions of the site of the fire alarms and sprinklers to be serviced.

This agreement is based on the foregoing issued before execution of this agreement and any amendments hereafter to be made.

The PDA will award the contract for Fire Alarm and Sprinkler System Maintenance to the lowest responsible bidder. All bid values will be based on the total of all items listed in this bid form.

The PDA reserves the right to reject any and all proposals to waive any informality.

This bid shall not be withdrawn within 60 days after the actual date of opening.

The quantities listed are estimates only. **Payment will be based on actual quantities.** The Pease Development may add or delete work items depending upon need and available resources.

Upon receipt of notice of acceptance of this bid, the undersigned will deliver the required insurance certificates and execute a Contract.

The following addendum language is included in the event addendums need to be issued:

Proponent acknowledges receipt of the following addenda:

Addendum No. _____	_____	_____
	Signature	Date
Addendum No. _____	_____	_____
	Signature	Date
Addendum No. _____	_____	_____
	Signature	Date

BID FORM (continued)

Respectfully submitted by:

Company

Address

Signature

Date

Printed Name, Title

Telephone