



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
COR61363

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

VENDOR

***709001300 02 304-746-4081**
SIMPLEX GRINNELL
2800 7TH AVE 102

CHARLESTON WV 25312-1727

SHIP TO

DIVISION OF CORRECTIONS
MOUNT OLIVE CORRECTIONAL
CENTER
ONE MOUNTAINSIDE WAY
MT. OLIVE, WV
25185 304-442-7216

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/16/2007				

BID OPENING DATE: **08/15/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
<p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE DIVISION OF CORRECTIONS TO PROVIDE ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO INSTALL A NEW FIRE ALARM MONITORING SYSTEM OR UPGRADING THE EXISTING SYSTEM; AND INSTALL A NURSE CALL SYSTEM.</p> <p>MANDATORY ON-SITE PRE-BID: MOUNT OLIVE CORRECTIONAL 1 MOUNTAINSIDE WAY MT. OLIVE, WV</p> <p>PRE-REGISTRATION: VENDORS ATTENDING THE PRE-BID MEETING SHOULD CONTACT TIM WHITTINGTON AT (304) 442-7216, TWO DAYS PRIOR TO THE PRE-BID DATE.</p> <p>DATE: 8/9/2007; 1:30 PM</p> <p>ATTACHMENTS: 1. SPECIFICATIONS 2. PURCHASING AFFIDAVIT</p>						
0001	1	LS		340-16		
FIRE ALARM SYSTEM & NURSE CALL STATION SYSTEM						
EXHIBIT 5						
NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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<p>PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR FAYETTE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p>						

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	<p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES</p>					

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<p>IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED</p>						

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ADDENDUM NOS.:						
NO. 1		X				
NO. 2		X				
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
					SIGNATURE	
SimplexGrinnell LP					COMPANY	
9/6/07					DATE	
REV. 11/96						
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.						

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<p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: SimplexGrinnell LP</p> <p>CONTRACTORS LICENSE NO.: WV015075</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p>						

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NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: JOHN ABBOTT-----						
REQ. NO.: COR61363-----						
BID OPENING DATE: 8/15/2007-----						
BID OPENING TIME: 1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
304-746-4089-----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
Bryan Wilson-----						

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***** THIS IS THE END OF RFQ COR61363 ***** TOTAL:						\$110,000.00

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Specification Cover Page

Project Name : Mount Olive Fire Alarm System

Project Scope : This project is to replace the current Simplex 2120 fire panel located within Central Control with a new network display unit. The new panel must communicate to all existing Simplex 4100+ fire alarm panels utilizing the new fiber optic cables put in place by Mt. Olive Correctional. Network display units being provided not capable of this, will require new panels, notification devices, and initiating devices throughout the facility and meet the specifications located herein to provide an addressable networked system.

PART 1 – GENERAL

1.1. SUMMARY NETWORK FIRE ALARM CONTROL PANEL (NODE)

- A. Network fire alarm control panels shall include all features as described in this specification for stand-alone FACP's and shall have network communication to the new Network Display Panel in Central Control as described herein.
 - 1. All points monitored and controlled by a single node shall be capable of being programmed as "Public". Each point made public to the network may be programmed to be operated by any other node connected to the network.
 - 2. Network communications shall be capable of supporting "point lists" that can be handled as though they were a single point.
- B. The network shall provide a means to log into any node on the system via a laptop computer or CRT/Keyboard and have complete network access (Set Host) for diagnostics, maintenance reporting, and information gathering of all nodes in the system. Systems not meeting this requirement must provide all diagnostic tools required to support this function from selected points on the network. This Section covers fire alarm systems, including initiating devices, notification appliances, controls, and supervisory devices.
- C. Work covered by this section includes the furnishing of labor, equipment, and materials for installation of the fire alarm system as indicated on the drawings and specifications.
- D. The Fire Alarm System shall consist of all necessary hardware equipment and software programming to perform the following functions:
 - 1. Fire alarm and detection operations
 - 2. Control and monitoring of elevators, smoke control equipment, door hold-open devices, fire suppression systems, emergency power systems, and other equipment as indicated in the drawings and specifications.

1.2. ACCEPTABLE MANUFACTURERS

- A. Manufacturers: The equipment and service described in this specification are those supplied and supported by SimplexGrinnell or EQUAL and represent the base bid for the equipment.
 - 1. Subject to compliance with requirements, if system bid is other than Simplex Grinnell, vendor must state manufacturer of

system proposed and include in response documentation that system proposed is an equal to all the following specifications contained herein.

- B. Being listed as an acceptable Manufacturer in no way relieves obligation to provide all equipment and features in accordance with these specifications.
- C. The Manufacturer shall be a nationally recognized company specializing in fire alarm and detection systems. This organization shall employ factory trained and NICET certified technicians, and shall maintain a service organization within 100 miles of this project location. The Manufacturer and service organization shall have a minimum of 10 years experience in the fire protective signaling systems industry.

1.3. RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.
- B. The work covered by this section is to be coordinated with related work as specified elsewhere in the specifications. Requirements of the following sections apply:
 - 1. Division 16: "Basic Electrical Materials and Methods."
 - 2. Division 16: "Wiring Methods."
 - 3. Division 13: "Fire Suppression"
 - 4. Division 15: "Fire Protection"
 - 5. Division 15: "HVAC Systems"
 - 6. Division 13: "Building Automation and Control"
- C. The system and all associated operations shall be in accordance with the following:
 - 1. Guidelines of the following Building Code:
 - 2. NFPA 72, National Fire Alarm Code
 - 3. NFPA 70, National Electrical Code
 - 4. NFPA 101, Life Safety Code
 - 5. NFPA 90A, Standard for the Installation of Air Conditioning and Ventilating Systems
 - 6. Other applicable NFPA standards
 - 7. Local Jurisdictional Adopted Codes and Standards

8. ADA Accessibility Guidelines

1.4. SYSTEM DESCRIPTION

- A. General: Provide a complete, non-coded, addressable, microprocessor-based fire alarm system with initiating devices, notification appliances, and monitoring and control devices as required for each panel being replaced and as specified herein. A replaced panel must have all initiating and notification devices replaced.
- B. Software: The fire alarm system shall allow for loading and editing instructions and operating sequences as necessary. The system shall be capable of on-site programming to accommodate system expansion and facilitate changes in operation. All software operations shall be stored in a non-volatile programmable memory within the fire alarm control unit. Loss of primary and secondary power shall not erase the instructions stored in memory. System shall be capable of storing dual configuration programs with one active and one in reserve. Panel shall be capable of full system operation during a new configuration download.
- C. History Logs: The system shall provide a means to recall alarms and trouble conditions in chronological order for the purpose of recreating an event history. A separate alarm and trouble log shall be provided.
- D. Recording of Events: Record all alarm, supervisory, and trouble events by means of system printer. The printout shall include the type of signal (alarm, supervisory, or trouble) the device identification, date and time of the occurrence. The printout differentiates alarm signals from all other printed indications.
- E. Wiring/Signal Transmission:
 - 1. Transmission shall be via fiber optic cabling.
 - 2. System connections for initiating, signaling line circuits and notification appliance circuits shall be Class B.
 - 3. Circuit Supervision: Circuit faults shall be indicated by a trouble signal at the FACP. Provide a distinctive indicating audible tone and alphanumeric annunciation.
- F. Remote Access:
 - 1. FACP shall have the capability to provide Remote Access through a Dial-Up Service Modem using the public switched telephone system of a private switched telephone system.

2. A personal computer or technician's laptop, configured with terminal emulation software shall have the ability to access the FACP for diagnostics, maintenance reporting and information gathering.
3. FACP shall have the capability to provide third party access through a serial interface connection and be agency listed for specific interfaces and for the purpose.
4. FACP shall provide remote access via an Internet/Intranet Interface. The Internet interface shall provide an alternative access to system information using the familiar interface of a standard Internet browser. A remotely located fire professional can use this access to analyze control panel status during non-alarm conditions and can also use this information to assist local fire responders during alarm conditions.

G. Network communication:

1. Network node communication shall be through a token ring configuration.
2. A single open, ground or short on the network communication loop shall not degrade network communications. Token shall be passed in opposite direction to maintain communications throughout all network nodes. At the same time the status of the communication link shall be reported.
3. If a group of nodes becomes isolated from the rest of the network due to multiple fault conditions, that group shall automatically form a sub-network with all common interaction of monitoring and control remaining intact. The network shall be notified with the exact details of the lost communications.
4. The communication method shall be NFPA 72 style 7.

H. Required Functions: The following are required system functions and operating features:

1. Priority of Signals: Fire alarm events have highest priority. Subsequent alarm events are queued in the order received and do not affect existing alarm conditions. Priority Two, Supervisory and Trouble events have second-, third-, and fourth-level priority respectively. Signals of a higher-level priority take precedence over signals of lower priority even though the lower-priority condition occurred first. Annunciate all events regardless of priority or order received.
2. Noninterfering: An event on one zone does not prevent the receipt of signals from any other zone. All zones are manually resettable from the FACP after the initiating device or devices

are restored to normal. The activation of an addressable device does not prevent the receipt of signals from subsequent addressable device activations.

3. Transmission to Remote Central Station: Automatically route alarm, supervisory, and trouble signals to a remote central station service transmitter provided under another contract.
4. Annunciation: Operation of alarm and supervisory initiating devices shall be annunciated at the FACP and the remote annunciator, indicating the location and type of device.
5. Selective Alarm: A system alarm shall include:
 - a) Indication of alarm condition at the FACP and the annunciator(s).
 - b) Identification of the device /zone that is the source of the alarm at the FACP and the annunciator(s).
 - c) Operation of audible and visible notification devices on the fire floor, floor above and floor below until silenced at FACP.
 - d) Selectively closing doors normally held open by magnetic door holders on the fire floor, floor above and floor below.
 - e) Unlocking designated doors.
 - f) Shutting down supply and return fans serving zone where alarm is initiated.
 - g) Closing smoke dampers on system serving zone where alarm is initiated.
 - h) Initiation of smoke control sequence through the building temperature control system.
 - i) Notifying the local fire department.
 - j) Initiation of elevator recall in accordance with ASME/ANSI A17.1, when specified detectors or sensors are activated.
6. Supervisory Operations: Upon activation of a supervisory device such as fire pump power failure, low air pressure switch, and tamper switch, the system shall operate as follows:
 - a) Activate the system supervisory service audible signal and illuminate the LED at the control unit and the remote annunciator.
 - b) Pressing the Supervisory Acknowledge Key will silence the supervisory audible signal while maintaining the Supervisory LED "on" indicating off-

- normal condition.
- c) Record the event in the FACP historical log.
 - d) Transmission of supervisory signal to remote central station.
 - e) Restoring the condition shall cause the Supervisory LED to clear and restore the system to normal.
7. Alarm Silencing: If the "Alarm Silence" button is pressed, all audible and visible alarm signals shall cease operation.
8. System Reset
- a) The "System Reset" button shall be used to return the system to its normal state. Display messages shall provide operator assurance of the sequential steps ("IN PROGRESS", "RESET COMPLETED") as they occur. The system shall verify all circuits or devices are restored prior to resetting the system to avoid the potential for re-arming the system. The display message shall indicate "ALARM PRESENT, SYSTEM RESET ABORTED."
 - b) Should an alarm condition continue, the system will remain in an alarmed state.
9. A manual evacuation (drill) switch shall be provided to operate the notification appliances without causing other control circuits to be activated.
10. WALKTEST: The system shall have the capacity of 8 programmable passcode protected one person testing groups, such that only a portion of the system need be disabled during testing. The actuation of the "enable one person test" program at the control unit shall activate the "One Person Testing" mode of the system as follows:
- a) The city circuit connection and any suppression release circuits shall be bypassed for the testing group.
 - b) Control relay functions associated to one of the 8 testing groups shall be bypassed.
 - c) The control unit shall indicate a trouble condition.
 - d) The alarm activation of any initiation device in the testing group shall cause the audible notification appliances assigned only to that group to sound a code to identify the device or zone.
 - e) The unit shall automatically reset itself after signaling

is complete.

- f) Any opening of an initiating or notification appliance circuit wiring shall cause the audible signals to sound for 4 seconds indicating the trouble condition.

I. Analog Smoke Sensors:

1. Monitoring: FACP shall individually monitor sensors for calibration, sensitivity, and alarm condition, and shall individually adjust for sensitivity. The control unit shall determine the condition of each sensor by comparing the sensor value to the stored values.
2. Environmental Compensation: The FACP shall maintain a moving average of the sensor's smoke chamber value to automatically compensate for dust, dirt, and other conditions that could affect detection operations.
3. Programmable Sensitivity: Photoelectric Smoke Sensors shall have 7 selectable sensitivity levels ranging from 0.2% to 3.7%, programmed and monitored from the FACP.
4. Sensitivity Testing Reports: The FACP shall provide sensor reports that meet NFPA 72 calibrated test method requirements. The reports shall be viewed on a CRT Display or printed for annual recording and logging of the calibration maintenance schedule.
5. The FACP shall automatically indicate when an individual sensor needs cleaning. The system shall provide a means to automatically indicate when a sensor requires cleaning. When a sensor's average value reaches a predetermined value, (3) progressive levels of reporting are provided. The first level shall indicate if a sensor is close to a trouble reporting condition and will be indicated on the FACP as "ALMOST DIRTY." This condition provides a means to alert maintenance staff of a sensor approaching dirty without creating a trouble in the system. If this indicator is ignored and the second level is reached, a "DIRTY SENSOR" condition shall be indicated at the FACP and subsequently a system trouble is reported to the Central Monitoring Station. The sensor base LED shall glow steady giving a visible indication at the sensor location. The "DIRTY SENSOR" condition shall not affect the sensitivity level required to alarm the sensor. If a "DIRTY SENSOR" is left unattended, and its average value increases to a third predetermined value, an "EXCESSIVELY DIRTY SENSOR" trouble condition shall be indicated at the control unit.
6. The FACP shall continuously perform an automatic self-test on each sensor which will check sensor electronics and ensure the

accuracy of the values being transmitted. Any sensor that fails this test shall indicate a "SELF TEST ABNORMAL" trouble condition.]

J. Fire Suppression Monitoring:

1. Water flow: Activation of a water flow switch shall initiate general alarm operations.
2. Sprinkler valve tamper switch: The activation of any valve tamper switch shall activate system supervisory operations.
3. WSO: Water flow switch and sprinkler valve tamper switch shall be capable of existing on the same initiating zone. Activation of either device shall distinctly report which device is in alarm on the initiating zone.

K. Power Requirements

1. The control unit shall receive AC power via a dedicated fused disconnect circuit.
2. The system shall be provided with sufficient battery capacity to operate the entire system upon loss of normal AC power in a normal supervisory mode for a period of 24 hours with 15 minutes of alarm operation at the end of this period. The system shall automatically transfer to battery standby upon power failure. All battery charging and recharging operations shall be automatic.
3. All circuits requiring system-operating power shall be 24 VDC and shall be individually fused at the control unit.
4. The incoming power to the system shall be supervised so that any power failure will be indicated at the control unit. A green "power on" LED shall be displayed continuously at the user interface while incoming power is present.
5. The system batteries shall be supervised so that a low battery or a depleted battery condition, or disconnection of the battery shall be indicated at the control unit and displayed for the specific fault type.
6. The system shall support NAC Lockout feature to prevent subsequent activation of Notification Appliance Circuits after a Depleted Battery condition occurs in order to make use of battery reserve for front panel annunciation and control.
7. The system shall support 100% of addressable devices in alarm or operated at the same time, under both primary (AC) and secondary (battery) power conditions.
8. Loss of primary power shall sound a trouble signal at the FACP.

FACP shall indicate when the system is operating on an alternate power supply.

1.5. SUBMITTALS

- A. General: Submit the following according to Conditions of Contract and Division 1 Specification Sections.
1. Product data sheets for system components highlighted to indicate the specific products, features, or functions required to meet this specification. Alternate or as-equal products submitted under this contract must provide a detailed line-by-line comparison of how the submitted product meets, exceeds, or does not comply with this specification.
 2. Wiring diagrams from manufacturer.
 3. Shop drawings showing system details including location of FACP, all devices, circuiting and details of graphic annunciator.
 4. System Power and battery charts with performance graphs and voltage drop calculations to assure that the system will operate per the prescribed backup time periods and under all voltage conditions per UL and NFPA standards.
 5. System operation description including method of operation and supervision of each type of circuit and sequence of operations for all manually and automatically initiated system inputs and outputs. A list of all input and output points in the system shall be provided with a label indicating location or use of IDC, NAC, relay, Sensor, and auxiliary control circuits.
 6. Operating instructions for FACP.
 7. Operation and maintenance data for inclusion in Operating and Maintenance Manual. Include data for each type product, including all features and operating sequences, both automatic and manual. Provide the names, addresses, and telephone numbers of service organizations.
 8. Product certification signed by the manufacturer of the fire alarm system components certifying that their products comply with indicated requirements.
 9. Record of field tests of system.
- B. Submission to Authority Having Jurisdiction: In addition to routine submission of the above material, make an identical submission to the authority having jurisdiction. Include copies of shop drawings as required to depict component locations to facilitate review. Upon receipt of comments from the Authority, make resubmissions if required to make clarifications or revisions to obtain approval.

1.6. QUALITY ASSURANCE

- A. Installer Qualifications: A factory authorized installer is to perform the work of this section.
- B. Each and all items of the Fire Alarm System shall be listed as a product of a single fire alarm system manufacturer under the appropriate category by Underwriters Laboratories, Inc. (UL), and shall bear the "UL" label.

1.7. MAINTENANCE SERVICE

- A. Maintenance Service Contract: Provide maintenance of fire alarm systems and equipment for a period of 12 months, using factory-authorized service representatives.
- B. Basic Services: Systematic, routine maintenance visits on a quarterly basis at times scheduled with the Owner. In addition, respond to service calls within 24 hours of notification of system trouble. Adjust and replace defective parts and components with original manufacturer's replacement parts, components, and supplies.
- C. Additional Services: Perform services within the above 12-month period not classified as routine maintenance or as warranty work when authorized in writing. Compensation for additional services must be agreed upon in writing prior to performing services.
- D. Renewal of Maintenance Service Contract: No later than 60 days prior to the expiration of the maintenance services contract, deliver to the Owner a proposal to provide contract maintenance and repair services for an additional one-year term. Owner will be under no obligation to accept maintenance service contract renewal proposal.

1.8. EXTRA MATERIALS

- A. General: Furnish extra materials, packaged with protective covering for storage, and identified with labels clearly describing contents as follows:
 - 1. Break Rods for Manual Stations: Furnish quantity equal to 15 percent of the number of manual stations installed; minimum of 6 rods.
 - 2. Strobe Units: Furnish quantity equal to 10 percent of the number of units installed, but not less than one of each installed.

3. Smoke Detectors or Sensors, Fire Detectors, and Flame Detectors: Furnish quantity equal to 10 percent of the number of units of each type installed but not less than one of each type installed.
4. Detector or Sensor Bases: Furnish quantity equal to 2 percent of the number of units of each type installed but not less than one of each type installed.
5. Printer Ribbons: Furnish 6 spare printer ribbons if a new printer is installed.

PART 2 – PRODUCTS

2.1. FIRE ALARM CONTROL PANEL (FACP)

- A. General: Comply with UL 864, "Control Units for Fire-Protective Signaling Systems."
- B. The following FACP hardware shall be provided:
 1. Power Limited base panel with cabinet and door, 120 VAC input power.
 2. 2,000 point capacity where (1) point equals (1) monitor (input) or (1) control (output).
 3. 2,000 points of Network Annunciation at FACP Display when applied as a Network Node
 4. 2000 points of annunciation where one (1) point of annunciation equals:
 - a) 1 LED driver output on a graphic driver or 1 switch input on a graphic switch input module.
 - b) 1 LED on panel or 1 switch on panel.
 5. From all battery charging circuits in the system provide battery voltage and ammeter readouts on the FCP LCD Display.
 6. Municipal City Circuit Connection with Disconnect switch, 24VDC Remote Station (reverse polarity), local energy, shunt master box, or a form "C" contact output .
 7. One Auxiliary electronically resettable fused 2A @24VDC Output, with programmable disconnect operation for 4-wire detector reset.
 8. One Auxiliary Relay, SPDT 2A @32VDC, programmable as a trouble relay, either as normally energized or de-energized, or as an auxiliary control.
 9. Where required provide Intelligent Remote Battery Charger for charging up to 110Ah batteries.

10. Power Supplies with integral intelligent Notification Appliance Circuit Class B for system expansion.
 11. Four (4) form "C" Auxiliary Relay Circuits (Form C contacts rated 2A @ 24VDC, resistive), operation is programmable for trouble, alarm, supervisory of other fire response functions. Relays shall be capable of switching up to ½ A @ 120VAC, inductive.
 12. The FACP shall support (6) RS-232-C ports and one service port.
 13. Remote Unit Interface: supervised serial communication channel for control and monitoring of remotely located annunciators and I/O panels.
 14. Modular Network Communications Card.
 15. Programmable DACT for either Common Event Reporting or per Point Reporting.
 16. Service Port Modem for dial in passcode access to all fire control panel information.
- C. Cabinet: Lockable steel enclosure. Arrange unit so all operations required for testing or for normal care and maintenance of the system are performed from the front of the enclosure. If more than a single unit is required to form a complete control unit, provide exactly matching modular unit enclosures.
- D. Alphanumeric Display and System Controls: Panel shall include an 80 character LCD display to indicate alarm, supervisory, and component status messages and shall include a keypad for use in entering and executing control commands.

2.2. REMOTE CRTS, PC ANNUNCIATOR AND PRINTERS

- A. Fire Alarm Control Unit shall be capable of operating remote CRT's and/or printers; output shall be ASCII from an RS-232-C connection with an adjustable baud rate.
- B. Fire Alarm Control Unit shall be capable of operating a PC Annunciator which provides status annunciation and limited system control using a convenient and familiar Microsoft Windows® 2000 operating system based interface. PC Annunciator shall provide the following functions:
 1. Login/logout password protection with time duration selectable automatic logout
 2. Displays Alarm, Supervisory, Priority 2, and Trouble conditions with numerical tallies for each

3. Displays first and last alarms
 4. Different event types have separate visible indicators with a common audible indicator
 5. Event logs can be searched and printed
 6. View and/or print TrueAlarm status reports and service reports (printing requires an available local or network printer)
 7. Alarm Silence; System Reset; and Priority 2 Reset
 8. Global and individual point acknowledge
 9. Set system time and date; and clear event log
 10. Individual point access for control or parameter revisions
- C. Each RS-232-C port shall be capable of supporting and supervising a remote Printer; the FACP shall support as many as two (2) remote displays. The Fire Alarm Control Panel shall support five (5) RS-232-C ports.

2.3. REMOTE LCD ANNUNCIATOR

- A. Provide where required a remote LCD Annunciator with the same "look and feel" as the FACP operator interface. The Remote LCD Annunciator shall use the same Primary Acknowledge, Silence, and Reset Keys, Status LEDs and LCD Display as the FACP.
- B. Annunciator shall have super-twist LCD display with two lines of 40 characters each. Annunciator shall be provided with four (4) programmable control switches and associated LEDs.
- C. Under normal conditions the LCD shall display a "SYSTEM IS NORMAL" message and the current time and date.
- D. Should an abnormal condition be detected the appropriate LED (Alarm, Supervisory or Trouble) shall flash. The unit audible signal shall pulse for alarm conditions and sound steady for trouble and supervisory conditions.
- E. The LCD shall display the following information relative to the abnormal condition of a point in the system:
 1. 40 character custom location label.
 2. Type of device (e.g., smoke, pull station, waterflow).
 3. Point status (e.g., alarm, trouble).
- F. Operator keys shall be key switch enabled to prevent unauthorized use. The key shall only be removable in the disabled position.

Acknowledge, Silence and Reset operation shall be the same as the FACP.

2.4. NETWORK DISPLAY UNIT

- A. Central Control will receive a new Network Display Unit and shall contain the following features:
 1. Communicate to all fire alarm panels located in the facility via fiber optic cable using the token-ring network required.
 2. 80 column by 2 line back-lighted LCD readout of point status.
 3. Capacity to annunciate 12,000 network point and/or point lists.
 4. Historical event logs shall maintain separate 600 Alarm and 600 Trouble events.
 5. The network shall provide a means to log into any node on the system via a laptop computer or CRT/Keyboard and have complete network access (Set Host) for diagnostics, maintenance reporting, and information gathering of all nodes in the system. Systems not meeting this requirement must provide all diagnostic tools required to support this function from selected points on the network.

2.5. EMERGENCY POWER SUPPLY

- A. General: Components include battery, charger, and an automatic transfer switch.
- B. Battery: Sealed lead-acid or nickel cadmium type. Provide sufficient capacity to operate the complete alarm system in normal or supervisory (non-alarm) mode for a period of 24 hours. Following this period of operation on battery power, the battery shall have sufficient capacity to operate all components of the system, including all alarm indicating devices in alarm or supervisory mode for a period of 15 minutes.

PART 3 – EXECUTION

3.1. INSTALLATION, GENERAL

- A. Install system components and all associated devices in accordance with applicable NFPA Standards and manufacturer's recommendations.
- B. Installation personnel shall be supervised by persons who are qualified and experienced in the installation, inspection, and testing of fire alarm systems. Examples of qualified personnel shall include, but not be limited to, the following:

1. Factory trained and certified personnel.
2. National Institute of Certification in Engineering Technologies (NICET) fire alarm level II certified personnel.
3. Personnel licensed or certified by state or local authority.

3.2. EQUIPMENT INSTALLATION

- A. Furnish and install a complete Fire Alarm System as described herein and as shown on the plans. Include sufficient control unit(s), annunciator(s), manual stations, automatic fire detectors, smoke detectors, audible and visible notification appliances, wiring, terminations, electrical boxes, and all other necessary material for a complete operating system.
- B. Existing Fire Alarm Equipment shall be maintained fully operational until the new equipment has been tested and accepted.
- C. Equipment Removal: After acceptance of the new fire alarm system, disconnect and remove the existing fire alarm equipment. Package operational fire alarm and detection equipment that has been removed and deliver to the Owner. Remove from the site and legally dispose of the remainder of the existing material.
- D. Water-Flow and Valve Supervisory Switches: Connect for each sprinkler valve required to be supervised.
- E. Device Location-Indicating Lights: Locate in the public space immediately adjacent to the device they monitor.

3.3. WIRING INSTALLATION

- A. System Wiring: Wire and cable shall be a type listed for its intended use by an approval agency acceptable to the Authority Having Jurisdiction (AH) and shall be installed in accordance with the appropriate articles from the current approved edition of NFPA 70: National Electric Code (NEC).
- B. Contractor shall obtain from the Fire Alarm System Manufacturer written instruction regarding the appropriate wire/cable to be used for this installation. No deviation from the written instruction shall be made by the Contractor without the prior written approval of the Fire Alarm System Manufacturer.
- C. Color Coding: Color-code fire alarm conductors differently from the normal building power wiring. Use one color code for alarm initiating device circuits wiring and a different color code for supervisory circuits. Color-code notification appliance circuits

differently from alarm-initiating circuits. Paint fire alarm system junction boxes and covers red.

3.4. FIELD QUALITY CONTROL

- A. **Manufacturer's Field Services:** Provide services of a factory-authorized service representative to supervise the field assembly and connection of components and the pretesting, testing, and adjustment of the system.
- B. **Service personnel shall be qualified and experienced in the inspection, testing, and maintenance of fire alarm systems. Examples of qualified personnel shall be permitted to include, but shall not be limited to, individuals with the following qualifications:**
 - 1. Factory trained and certified.
 - 2. National Institute for Certification in Engineering Technologies (NICET) fire alarm certified.
 - 3. International Municipal Signal Association (IMSA) fire alarm certified.
 - 4. Certified by a state or local authority.
 - 5. Trained and qualified personnel employed by an organization listed by a national testing laboratory for the servicing of fire alarm systems.
- C. **Pretesting:** Determine, through pretesting, the conformance of the system to the requirements of the Drawings and Specifications. Correct deficiencies observed in pretesting. Replace malfunctioning or damaged items with new and retest until satisfactory performance and conditions are achieved.
- D. **Final Test Notice:** Provide a 10-day minimum notice in writing when the system is ready for final acceptance testing.
- E. **Minimum System Tests:** Test the system according to the procedures outlined in NFPA 72.
- F. **Retesting:** Correct deficiencies indicated by tests and completely retest work affected by such deficiencies. Verify by the system test that the total system meets the Specifications and complies with applicable standards.
- G. **Report of Tests and Inspections:** Provide a written record of inspections, tests, and detailed test results in the form of a test log.
- H. **Final Test, Certificate of Completion, and Certificate of Occupancy:**

1. Test the system as required by the Authority Having Jurisdiction in order to obtain a certificate of occupancy.

3.5. CLEANING AND ADJUSTING

- A. Cleaning: Remove paint splatters and other spots, dirt, and debris. Clean unit internally using methods and materials recommended by manufacturer.
- B. Occupancy Adjustments: When requested within one year of date of Substantial Completion, provide on-site assistance in adjusting sound levels and adjusting controls and sensitivities to suit actual occupied conditions. Provide up to three visits to the site for this purpose.

3.6. TRAINING

- A. Provide the services of a factory-authorized service representative to demonstrate the system and train Owner's maintenance personnel as specified below.
 1. Train Owner's maintenance personnel in the procedures and schedules involved in operating, troubleshooting, servicing, and preventive maintaining of the system. Provide a minimum of 8 hours' training.
 2. Schedule training with the Owner at least seven days in advance.

3.7 Name of System/Manufacturer Proposed:

Fire Alarm - SimplexGrinnell NC - Tektone

Bid Price of System: \$110,000.00

Bidder shall also quote maintenance costs as follows:

1st year maintenance:	<u>\$ 0</u>
2nd year maintenance:	<u>\$1,600.00</u>
3rd year maintenance:	<u>\$1,600.00</u>

Maintenance costs will be factored in bid cost by the State for evaluation of lowest cost bid.

The above is the Base Proposal.

Following is Alternate Proposal:

Provide all labor, equipment and materials necessary for hardware upgrade, software upgrade and technical expertise of the current SimplexGrinnell 2120 Fire Alarm and Monitoring Control System to a new Simplex 4100U system and provide upgrade to the Nurses Call System with a new Model NC30011.

Fire alarm panels in the pods to remain as is, however, a new fiber card must be added to each pod for a more reliable system. All pod fire alarm panels communicate back to the central office panel.

This upgrade will utilize the fiber optic cable system in place by Mt. Olive Correctional Complex.

Bidder shall detail response by hardware and software provided in scope of work.

Bidder shall also provide maintenance program and response time.

Bid Price for Alternate: _____

1st year maintenance: _____

2nd year maintenance _____

3rd year maintenance _____

For bid evaluation purposes, cost of maintenance will be included to determine lowest cost bid.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

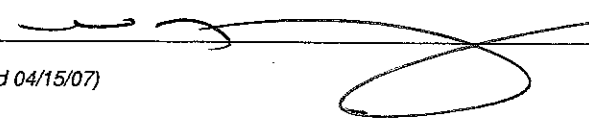
EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: SimplexGrinnell LP

Authorized Signature:  Date: 9/10/07

SimplexGrinnell Quotation

TO:
Mount Olive Correctional
1 Mountainside Way
Mount Olive, WV 25185-0001

Project: Mt. Olive Fire & NC Upgrade
Customer Reference:
SimplexGrinnell Reference: L22049-000091
Proposal #: P22049-000137
Date: 09/05/2007
Page 1 of 5

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
		FIRE ALARM
		4100U NDU Upgrade
1	4100-9141	NETWORK DISPLAY UNIT, DOMESTIC
1	4100-0634	POWER DISTRIBUTION MODULE 120V
13	4100-1279	2" BLANK DISPLAY MODULE
1	4100-1293	PANEL MOUNT PRINTER
2	4100-2300	EXPANSION BAY (PHASE 10 ONLY)
1	4100-6038	DUAL RS-232 IF CARD
1	4100-6052	EVENT/POINT REPORTING DACT
1	4100-6057	NETWORK MEDIA CARD FIBER OPTIC
1	4100-6060	SAFELINC FP INTERNET INTERFACE
1	41002153	INDICATOR ONLY 3 BAY GLASS
1	41007905	FACTORY BUILT-MAIN CONFIGURED
		ACCESSORIES
		NDU BATTERIES AND BACKBOX
2	2081-9276	BATTERY 33AH
1	2975-9426	BACKBOX/DOOR/RETAINER BEIGE #3
		SUPPRESSION
1	DK-DTK120HW	120V HARDWIRE 2 W + G
1	DPFA	Fire Alarm Loop Interface
		4100 NETWORK CARDS
1	4100-8901	ADD-ON TO 4100 PANEL/SYS
		Nurse Call
		Nurse Call
		NURSE CALL CPU
1	NC351A	CPE 4MSTR 256 PT DSN PRTR 3001
		NURSE CALL MASTERS AND MONITOR
3	NC304	MASTER CONSOLE NC30011
3	NC315	MONITOR, 15", LCD VGA
		PATIENT STATIONS
42	IR316	IR316 Aluminum Station
60	VPLatch	Vandal Proof Stainless Switch
		Corridor Lights
42	LI381	DOME LT 1 BULB 1 WH LENS

SimplexGrinnell Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION
1	DPNC	VANDAL PROOF SCREWS/MATERIALS

Total net selling price, FOB shipping point, \$110,000.00

Comments

This quotation is for the following two proposals:

1) SimplexGrinnell will replace the head end Simplex 2120 fire alarm control panels with a new Simplex 4100U Network Display Unit. 2) The existing nurse call will be upgraded and reprogrammed.

This quotation provides for the demolition of the 2 existing redundant Simplex 2120 fire alarm control panels in the central control room and the installation of one (1) new Simplex 4100U fire alarm network display unit to be reinstalled in the same location.

This project will include replacing the current communication modules in the remote panel and upgrading them to network cards.

The new Simplex 4100U series panels will communicate using fiber optic cable and fiber optic network cards in the fire alarm control panels. To accomplish this two 62.5/125 micron multi-mode fibers are required to be installed by the owner, in a daisy chained loop between each of the 4100 fire alarm control panels and the central control fire alarm control panel. All fiber optic cabling and connectors to be completed by the owner. Fiber drops with ST connectors to be in each fire panel for connection.

Programming, terminations, and end user training are provided.

Any existing wiring problems will be repaired by Mt Olive Correctional Complex.

A one year warranty on parts and labor is included.

2) The existing nurse call system will be upgraded to the current Tektone model NC300II. This installation includes changing out the CPU, master stations, monitors, dome lights, patient stations, and the existing call switches. The call switches will be changed to vandal resistant push to call, stainless steel buttons that will be installed using tamper-proof screws.

The existing wiring will be utilized for this installation. SimplexGrinnell will change out all devices and program and test the system. One end user training session is also provided.

Any existing wiring problems will be repaired by Mt Olive Correctional Complex.

A one year warranty on parts and labor is included.

SimplexGrinnell Quotation

Comments (continued)

Clarifications:

Change orders must have a valid letter of intent or purchase order prior to equipment order or any work being performed.

SimplexGrinnell will provide certification documentation once final payments have been received or payment terms are agreed upon by the Owner and SimplexGrinnell.

This quotation is based on all work being performed during normal business hours between 8:00 am to 5:00 pm, Monday through Friday. After hours, holiday and weekend rates are available on request.

Payment will be based upon standard monthly progress payments.

Equipment will carry a one-year parts and labor warranty.

This quotation does not include any applicable taxes.

This price quotes provided are valid for 30 days unless otherwise specified in writing by "SG".

TERMS AND CONDITIONS

1. **Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. **Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. **Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation Of Liability; Limitations Of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no warranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after

December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

7. **Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator services and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement.
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

8. **Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

9. **Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

10. **Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

11. **Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permitted confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where

the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

12. **OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

13. **Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

14. **Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

15. **Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of said work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

16. **Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

17. **Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arise.

18. **Backcharges.** No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

19. **System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

20. **Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

21. **Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any

part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

22. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Customer reserves the right to select counsel to represent it in any such action.

23. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

24. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for

any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned.

Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

25. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: 1) discontinue furnishing Services; 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law; 3) receive immediate possession of any equipment for which Customer has not paid; 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement; and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

26. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

27. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen,

inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

28. One-Year Limitation On Actions; Choice Of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

29. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

30. Entire Agreement. The parties intend this Agreement, together with any attachments or riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.


31. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

32. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

33. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act; NY Licensed by the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd, Austin, TX 78752-4422, 512-424-7710.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.**

<p>Offered By: SimplexGrinnell LP License#</p> <p>2800 7th Ave Ste 102 Charleston, WV 25312</p> <p>Telephone: (304) 746-4081 Fax: 304-746-4089</p> <p>Representative: Bryan Wilson</p> <p>Email: brywilson@tycoint.com</p> 	<p>Accepted By: (Customer)</p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>P.O.#: _____ Date: _____</p>
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THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE SimplexGrinnell LP
2800 7th Ave. Suite 102, Charleston, WV 25312

as Principal, hereinafter called the Principal, and Federal Insurance Company
15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615

a corporation duly organized under the laws of the State of IN
as Surety, hereinafter called the Surety, are held and firmly bound unto State of West Virginia - Mt. Olive Correctional Center
One Mountainside Way, Mt. Olive, WV 25185

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

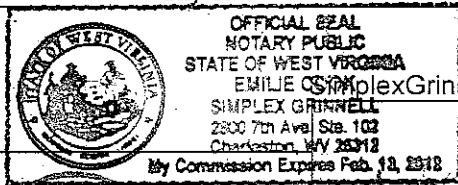
WHEREAS, the Principal has submitted a bid for Fire and Nurse Call Upgrade

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 29th day of August, 2007

Emilie Cook

(Witness)



OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
EMILIE COOK
SIMPLEX GRINNELL LP
2800 7th Ave. Ste. 102
Charleston, WV 25312
My Commission Expires Feb. 12, 2012

(Principal)

(Seal)

By:

DGM

(Title)



Federal Insurance Company

(Surety)

(Seal)

By:

Attorney-in-Fact *Jeannette Porri*

(Title)

Janet Diaz

(Witness)



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint

Jeannette Porrini

as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, the following Surety Bond:

Surety Bond Number : Bid Bond
Obligee : State of West Virginia - Mt. Olive Correctional Center

And the execution of such bond or obligation by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 25th day of March 2005.

Kenneth C. Wendel

Kenneth C. Wendel, Assistant Secretary

T. W. Cavanaugh

T. W. Cavanaugh, Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 25th day of March 2005, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with T. W. Cavanaugh, and knows him to be Vice President of said Companies; and that the signature of T. W. Cavanaugh, subscribed to said Power of Attorney is in the genuine handwriting of T. W. Cavanaugh, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**WENDIE WALSH
Notary Public State of New Jersey
No. 0054504
Commission Expires April 18, 2008**

Wendie Walsh

Notary

Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 29th day of

August, 2007



Kenneth C. Wendel

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

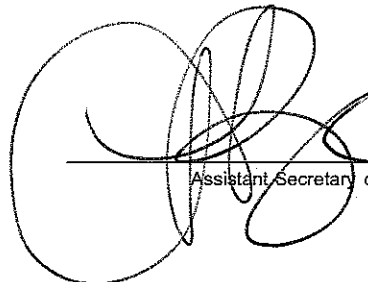
DECEMBER 31, 2006

(in thousands of dollars)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments.....	\$ 580,553	Outstanding Losses and Loss Expenses....	\$ 11,595,150
United States Government, State and Municipal Bonds	12,508,719	Unearned Premiums	3,616,396
Other Bonds	2,869,870	Reinsurance Premiums Payable	449,499
Stocks	1,067,735	Provision for Reinsurance.....	201,207
Other Invested Assets	<u>1,358,500</u>	Other Liabilities	<u>1,224,072</u>
 TOTAL INVESTMENTS	 <u>18,385,377</u>	 TOTAL LIABILITIES	 <u>17,086,324</u>
 Investments in Affiliates:		Capital Stock.....	20,980
Chubb Investment Holdings, Inc.	2,235,569	Paid - In Surplus	3,106,790
Pacific Indemnity Company	1,608,062	Unassigned Funds	<u>8,148,977</u>
Chubb Insurance Company of Europe..	873,008	 SURPLUS TO POLICYHOLDERS.....	 <u>11,278,747</u>
Executive Risk Indemnity Inc.	810,146		
CC Canada Holdings Ltd.	461,798		
Great Northern Insurance Company ..	351,273		
Chubb Insurance Company of Australia ..	159,837		
Vigilant Insurance Company.....	138,358		
Other Affiliates	220,451		
Premiums Receivable	1,626,163		
Other Assets	<u>1,493,029</u>		
 TOTAL ADMITTED ASSETS	 <u>\$ 28,363,071</u>	 TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS.....	 <u>\$ 28,363,071</u>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
Investments valued at \$454,144,605 are deposited with government authorities as required by law.

A CORRECT STATEMENT:



 Assistant Secretary or Attorney - in - Fact