

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

Date: January 15, 2020

NOTICE OF CONTRACT
(UPDATED PRICING ATTACHMENT)

COMMODITY: Fire Suppression System Testing & Inspection Services

CONTRACT NO.: 8002426

NIGP: 936-3376

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

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

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

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

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

SCOPE OF WORK:

The term "fire suppression system testing and inspection services" as used herein shall include providing all materials, equipment, labor and transportation necessary for the successful completion of the work under the terms and conditions contained herein for the fire suppression system equipment.

The purpose of this Contract is to provide all labor, tools, transportation, materials, equipment and permits as necessary to provide the required level of services as described herein. The scope of work shall include Fire Suppression System Testing and Inspection Services, as per NFPA 13, of the adopted edition and NFPA 25, of the adopted edition.

Prior to any work commencing on fire suppression systems included in this Contract, the Contractor shall contact the agency contact to arrange a site visit. Site visits will not be allowed without prior notification to the agency contact person or designee.

Before proceeding with any testing, the location receiving the fire suppression testing shall be notified of the testing to prevent unnecessary response and shall only be completed during the hours indicated for that location.

Monthly Reporting

The Contractor shall provide monthly reports summarizing the previous month's maintenance activities (e.g.

inspection failures, service calls, repairs) and any deficiency, if applicable. Reports shall also indicate the installation date of the equipment and the code the equipment was inspected under. Monthly reports shall be submitted electronically to the purchasing agent assigned to the contract and the agency.

Capitol Plans

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

Repair Reports

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

Replacement Parts

The Contractor shall, in performing the services as described herein, have readily available spare parts to support the described systems at the Contractor's cost throughout the duration of the Contract.

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

Service

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

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

If the Contractor cannot complete emergency repairs or replace the part(s) within twenty-four (24) hours, the Contractor shall contact the agency contact and indicate why the repair or replacing the part(s) cannot be completed and when the equipment shall be returned to normal use.

The Contractor shall present, after each scheduled or emergency call and before leaving the job site, a written summary of the work performed and obtain the State's signature thereon.

Maintenance and Inspection Requirements

Quarterly inspections and testing shall occur as required by the applicable NFPA 13 and 25 standards, of the adopted edition, manufacturer recommendations, and state/local codes.

Any defective part(s) shall be repaired and/or replaced at the State's expense as detailed herein. Requests to repair or replace defective system components shall be approved in advance by the Business Administrator, or his/her designated representative, prior to any actual work being performed by the Contractor.

Contractor shall perform the required tests listed in NFPA 13 and 25 standards, of the adopted edition, manufacturer recommendations, and state/local codes.

Regular maintenance shall only be completed during the hours indicated for that location, parts and labor on all fire alarm panel system components. The performance of regular maintenance shall be at no additional cost to the State.

The Contractor shall promptly report all deficiencies to the Agency Contact or his/her designated representative. Request to repair and/or replace parts shall be approved in advance by the Agency Contact or his/her designated representative prior to any actual work being performed by the Contractor. Materials shall be invoiced not to exceed 10% above Contractor's cost. The State reserves the right to request the Contractor's supply the State with invoices from suppliers documenting the Contractor's cost.

The Contractor shall provide a proposed schedule for the inspections to the State a minimum of two weeks (10 working days) before the actual inspections occur. The Contractor shall propose separate inspection schedules. The Contractor shall employ a sufficient number of trained technicians so that inspections are completed on time as scheduled.

All repair services shall be conducted in full compliance with all specified standards in a manner equal to or better than the normal safety and security procedures and standards established by the State, and at no time shall state facilities or its occupants be placed in jeopardy.

All work must be performed in such a manner as not to inconvenience building occupants. The Contractor shall determine the State's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.

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

All testing and inspection services performed under this awarded contract shall be performed during normal business hours of the corresponding location, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

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

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

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

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

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

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

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

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

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

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

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

PRICING: See attachment for locations and prices.

PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS:

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