

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

Date: 1/1/16

NOTICE OF CONTRACT

COMMODITY: PORTABLE FIRE EXTINGUISHER SERVICE & MAINTENANCE

CONTRACT NO.: 8001932

NIGP: 340-2800

VENDOR: TRI STATE FIRE PROTECTION VENDOR # : VC #177644 B001

CONTACT PERSON(S): Manager: David Malette
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EFFECTIVE FROM: 1/1/16 Through: 12/31/18

TERMS: Net 30 Days if using ACH*. If using Procurement Card (P-Card), chard will be charged upon delivery/shipment.

PAYMENT: Payments shall be made via ACH*. Use the following link to enroll with the State Treasury: <http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>

*If the agency is enrolled in the P-Card program, payments shall be made via P-Card.

PRODUCTS & PRICING: See Pricing Table below.

INVOICING: Invoices shall be submitted after completion of work to the requesting agency. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction.

ELIGIBLE PARTICIPANTS: Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate at their discretion. In doing so, they are entitled to the prices established under the contract(s). However, they are responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability of any kind between the successful Vendor and any of these entities.

SCOPE OF SERVICES: Contractor shall provide these services to all State of New Hampshire agencies and institutions and to any Eligible Participant throughout the State who wish to participate, in accordance with all of the requirements of this Contract at the prices submitted for the entire contract term and any extension.

All services performed under this Contract(s) shall be performed between the hours of 7:30 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 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.

THE CONTRACTOR SHALL FURNISH THE FOLLOWING SERVICE:

| | |
|--|--|
| All Portable fire extinguishers Service shall comply WITH nfpa 10 (standard for portable fire extinguishers 2010 edition). along with the State of New Hampshire 12-step service program see below: | |
| 1. | Visual inspection of ALL extinguishers annually on site |
| 2. | Perform Hydrostatic/Maintenance tests if needed |
| 3. | Weighing the extinguishers |
| 4. | Visual inspection of pressure gauges |
| 5. | Removal/Replacement of tamper seals and safety pull pins (Tamper Seals are to be included in the inspection fee) |
| 6. | Removal of discharge hoses and check for continuity |
| 7. | Inspection of the valve assemblies |
| 8. | Cleaning and re-hanging all extinguishers |
| 9. | Review of extinguisher placement, sizes and types |
| 10. | New certification tags as required |
| 11. | Report verbally and in writing all “non-compliant” extinguishers to facility contact |
| 12. | Validate supplied inventory list (update manufacture, type, size, location) (soft copy to facility contact and to Purchase & Property) |

Table of Maintenance, Recharging and Hydro-Testing as required under NFPA-10-2010 Edition

| Type of Extinguisher | Rating | Maintenance | Time Frame |
|----------------------------|---------------|-------------|------------|
| Dry Chemical | ABC | Recharge | 6 Years |
| Dry Chemical | BC | Hydro-test | 12 Years |
| APW Water | A | Hydro-test | 5 Years |
| CO2 | BC | Hydro-test | 5 Years |
| Class K | K (aka 2 A:K) | Hydro-test | 5 Years |
| Clean Agents | BC | Maintenance | 6 Years |
| Clean Agents (over 9 lbs.) | ABC | Hydro-test | 12 Years |

SUB-CONTRACTORS:

If **sub-contractors** are to be utilized, Contractor shall notify the State in advance regarding the proposed sub-contractors including the name of the company, their address, contact person and

three references for clients they are currently servicing.

WARRANTY REQUIREMENTS:

The Contractor shall be required to warranty all of the equipment awarded for a period of not less than one year, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

BALANCE OF PRODUCT LINE:

Additional materials not specifically identified in the "Offer Section" of this bid such as replacement parts necessary to maintain the functionality of extinguishers may be purchased on this contract.

General

The table below contains the services and products that are to be covered by this bid. All delivery, transportation and fees shall be included in the prices submitted. There will be no minimums or added fees.

Locations may also be added and/or deleted at any time throughout the term of the contract.

ALL WORK SHALL BE PERFORMED TO CURRENT N.F.P.A. STANDARDS AND STATE/LOCAL CODES.

ALL LABOR, DELIVERY AND MILEAGE CHARGES WILL BE INCLUDED IN ANNUAL INSPECTION AND/OR SERVICE CALL CHARGES OFFERED.

Fire Extinguisher Inspection: Annual inspection of all types of extinguishers and of all related parts and components.

Recharge Fees: Use appropriate Extinguisher type and size to determine fee.

Hydro-test Charge: This charge covers the Hydro-Test only. Additional recharge fees may apply.

Maintenance & Test Charge: This charge covers the Maintenance and testing only. Additional recharge fees may apply.

Loaner Extinguishers: At the Contractor's option Loaner units can be supplied (at no additional charge) for a period not to exceed 90 days.

Purchase of Extinguishers: The contract allows the purchase of extinguishers as needed to replace existing extinguishers or for additional extinguishers.

Service Call Clarification Any calls outside of the annual maintenance and inspection made by agency to Contractor is considered a "service call". Service calls are considered for replacement of an extinguisher at earliest convenience or an emergency call. There will be no additional charge for emergency calls versus an "at earliest convenience" call; both will be charged the flat "Service Call Charge" in the Offer Section of this bid.

Annual Inspection: Each location will have a minimum inspection charge for the bidder to service a site. Additional charges will be allowed per extinguisher and additional recharge, testing, inspections and parts. (i.e. \$25 for visiting a state agency, \$10 for recharge 5 lb. chemical extinguisher, \$1.00 charge for a locking pin and \$1.00 each for inspection of 3 extinguishers. Total \$39).

QUESTIONS: Direct any questions to Robert Lawson, 603-271-3147 or robert.lawson@NH.Gov.

PRICING TABLE

| | |
|--|-----------|
| Minimum Inspection Charge per Facility | \$9.00 |
| <i>Or</i> | |
| Service Call Charge | \$9.00 |
| <i>Plus</i> | |
| ADDITIONAL CHARGES | |
| Per Fire Extinguisher Charge (all types) | \$0.90 |
| RECHARGE | |
| 2.5 LB. Dry Chemical (ABC / BC) | \$3.75 |
| 5-6 LB. Dry Chemical (ABC / BC) | \$8.40 |
| 10 LB. Dry Chemical (ABC / BC) | \$12.40 |
| 20 LB. Dry Chemical (ABC / BC) | \$13.00 |
| 5 LB CO2 | \$6.50 |
| 10 LB CO2 | \$12.40 |
| 15 LB CO2 | \$13.00 |
| Pressure Water | \$6.00 |
| Foam | \$15.00 |
| Class D | \$15.00 |
| Class K | \$ 30.00 |
| 2.5 LB Halon, Halotron, FE36 | \$5.00 |
| 5 LB Halon, Halotron, FE36 | \$35.00 |
| 9 LB Halon, Halotron, FE36 | \$84.00 |
| 13 LB Halon, Halotron, FE36 | \$95.00 |
| 20 LB Halon, Halotron, FE36 | \$95.00 |
| MAINTENANCE & TEST | |
| Dry Chemical/Clean Agent, 6 Yr. Maint. | \$7.40 |
| Dry Chemical/Clean Agent, Hydrostatic Test | \$9.40 |
| CO2 Hydro-Test | \$14.00 |
| Pressure Water Hydro-Test | \$6.00 |
| FIRE HOSE INSPECTIONS | |
| Fire Hose Inspection & Re-Rack | \$10.00 |
| Fire Hose Test & Dry | \$20.00 |
| Valve Stem, VR Seal/O Ring and/or Tamper Seals & Devices | No Charge |
| All Decals | \$ 0.90 |
| Conductivity Test | \$ 0.75 |
| Gauge | \$6.00 |
| Locking Pin | \$0.50 |
| Exting. Bands | \$1.50 |
| Hazmat Charges | No Charge |
| CO2 Safety | \$6.50 |
| Signs | \$2.00 |
| Hangers | \$2.50 |
| Vehicle Mounting Bkt., 10 LB Extinguisher | \$5.00 |
| PURCHASE OF NEW EXTINGUISHERS | |
| 2.5 LB ABC Dry Chemical Extinguishers | \$23.50 |
| 5 LB ABC Dry Chemical Extinguishers | \$37.50 |
| 10 LB ABC Dry Chemical Extinguishers | \$57.00 |
| 20 LB ABC Dry Chemical Extinguishers | \$115.00 |
| 1.6 Liter K- Class Extinguisher | \$145.00 |
| 5 LB FE-36 Clean Agency Extinguisher | \$125.00 |
| 10 LB FE-36 Clean Agency Extinguisher | \$230.00 |