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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

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

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

February 11, 2025

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Impact Fire Services, LLC (VC#299934), Hudson, NH, in an amount up to and not to exceed \$340,384.61 for fire extinguisher maintenance services, with the option to renew for up to an additional two-year period, effective upon Governor and Executive Council approval through December 31, 2027.

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

EXPLANATION

The Department of Administrative Services (DAS), through the Bureau of Purchase and Property (BoPP), issued request for bid (RFB) 2972-25. This RFB reached 82 vendors through the NIGP registry with an additional 3 directly sourced. There were 2 compliant responses received with Impact Fire Services, LLC providing the lowest cost for fire extinguisher maintenance services.

Upon approval, this contract will provide all State agencies, approximately 220 buildings, with access to the required fire extinguisher maintenance in accordance with the National Fire Prevention Association Standard, NFPA 10, for Portable Fire Extinguishers as adopted by the NH Fire Marshall's Office. The contract will also provide recharge services for fire extinguishers and replacement parts at a fixed price.

The requested price limitation of \$340,384.61 is inclusive of the projected cost for fire extinguisher maintenance services plus a 10% allowance for balance of product line purchases for the full term of the contract. When compared to the next lowest bidder the contract with Impact Fire Services, LLC, the result in a cost avoidance of \$558,975.00 to the State.

Contract financials	
Estimated annual spend	\$103,145.00
Estimated 3-year term spend	\$309,435.00
Add allowance for balance of product line (Approx. 10%)	\$30,949.61
Price limitation	\$340,384.61

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Impact Fire Services, LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Fire Extinguisher Maintenance	Agency	Statewide
RFB#	2972-25	Requisition#	
Agent Name	Steven Burgess	Bid Closing	10/18/2024 10:00

Indicates Award:

Estimated Quantities	UOM	Product Description	Impact Fire	Estimated Usage	Johnson Control	Estimated Usage
			Unit Cost		Unit Cost	
Inspection Services						
220	EA	Min. Inspection Charge, Service Call Charge	\$25.00	\$5,500.00	\$75.00	\$16,500.00
220	EA	Annual Inspection including All Weather Tag	\$3.50	\$770.00	\$6.50	\$1,430.00
6-Year Maintenance Testing						
275	EA	2.5 lb. BC Fire Extinguisher	\$10.00	\$2,750.00	\$15.00	\$4,125.00
275	EA	5 lb. BC Fire Extinguisher	\$25.00	\$6,875.00	\$15.00	\$4,125.00
275	EA	10 lb. BC Fire Extinguisher	\$28.00	\$7,700.00	\$15.00	\$4,125.00
120	EA	20 lb. BC Fire Extinguisher	\$32.00	\$3,840.00	\$15.00	\$1,800.00
Hydrostatic Testing						
440	EA	5-Year APW Water A Fire Extinguisher	\$15.00	\$6,600.00	\$35.00	\$15,400.00
440	EA	5-Year CO ₂ BC Fire Extinguisher	\$30.00	\$13,200.00	\$50.00	\$22,000.00
440	EA	5-Year Class K Fire Extinguisher	\$30.00	\$13,200.00	\$35.00	\$15,400.00
100	EA	12-Year BC Dry Chemical Fire Extinguisher	\$30.00	\$3,000.00	\$35.00	\$3,500.00
100	EA	12-Year ABC Clean Agent Fire Extinguisher	\$30.00	\$3,000.00	\$35.00	\$3,500.00
Recharge						
450	EA	2.5 lb. Dry Chemical (ABC/BC)	\$10.00	\$4,500.00	\$50.00	\$22,500.00
450	EA	5-6 lb. Dry Chemical (ABC/BC)	\$18.00	\$8,100.00	\$50.00	\$22,500.00
450	EA	10 lb. Dry Chemical (ABC/BC)	\$24.00	\$10,800.00	\$55.00	\$24,750.00
450	EA	20 lb. Dry Chemical (ABC/BC)	\$30.00	\$13,500.00	\$85.00	\$38,250.00
450	EA	5 lb. CO ₂	\$16.00	\$7,200.00	\$65.00	\$29,250.00
450	EA	10 lb. CO ₂	\$18.00	\$8,100.00	\$85.00	\$38,250.00
210	EA	15 lb. CO ₂	\$20.00	\$4,200.00	\$105.00	\$22,050.00
210	EA	Pressure Water	\$15.00	\$3,150.00	\$50.00	\$10,500.00
210	EA	Foam	\$20.00	\$4,200.00	\$0.00	\$0.00
210	EA	Class D	\$20.00	\$4,200.00	\$395.00	\$82,950.00
210	EA	Class K	\$65.00	\$13,650.00	\$250.00	\$52,500.00
150	EA	2.5 lb. Halon, Halotron, FE36	\$50.00	\$7,500.00	\$350.00	\$52,500.00
150	EA	5 lb. Halon, Halotron, FE36	\$100.00	\$15,000.00	\$450.00	\$67,500.00
90	EA	9 lb. Halo, Halotron, FE36	\$150.00	\$13,500.00	\$550.00	\$49,500.00
75	EA	13 lb. Halon, Halotron, FE36	\$200.00	\$15,000.00	\$750.00	\$56,250.00
75	EA	20 lb. Halon, Halotron, FE36	\$200.00	\$15,000.00	\$850.00	\$63,750.00



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Estimated Quantities	UOM	Product Description	Impact Fire	Estimated Usage	Johnson Control	Estimated Usage
			Unit Cost		Unit Cost	
Fire Hose Inspections						
220	EA	Fire Hose Inspection & Rerack	\$15.00	\$3,300.00	\$27.00	\$5,940.00
220	EA	Fire Hose Test & Dry	\$35.00	\$7,700.00	\$85.00	\$18,700.00
Miscellaneous Replacement Items						
75	EA	Valve Stem	\$5.00	\$375.00	\$9.00	\$675.00
75	EA	Valve Retainer Seal	N/C		\$9.00	\$675.00
75	EA	Lock Pin	\$3.00	\$225.00	\$3.00	\$225.00
50	EA	Gauge	\$12.00	\$600.00	\$9.00	\$450.00
75	EA	Tamper Seal	\$1.00	\$75.00	\$1.00	\$75.00
75	EA	Verification Collar	\$1.00	\$75.00	\$1.00	\$75.00
75	EA	O-Rings	\$1.00	\$75.00	\$1.00	\$75.00
75	EA	Plastic Tag	\$3.00	\$225.00	\$6.00	\$450.00
75	EA	All Weather Tag	\$3.00	\$225.00	\$6.00	\$450.00
75	EA	Metal Tag	\$3.00	\$225.00	\$6.00	\$450.00
75	EA	Hanger	\$3.00	\$225.00	\$9.00	\$675.00
75	EA	Nozzle	\$20.00	\$1,500.00	\$9.00	\$675.00
75	EA	Handle/Lever	\$10.00	\$750.00	\$9.00	\$675.00
85	EA	Hose	\$20.00	\$1,700.00	\$29.00	\$2,465.00
50	EA	Outdoor Protective Enclosures	Survey Needed	\$3,750.00	\$150.00	\$7,500.00
50	EA	Outdoor Protective Covers	Survey Needed	\$2,000.00	\$50.00	\$2,500.00
Purchase of New Extinguishers						
80	EA	2.5 lb. ABC Dry Chemical Extinguishers	\$45.00	\$3,600.00	\$55.00	\$4,400.00
80	EA	5 lb. ABC Dry Chemical Extinguishers	\$65.00	\$5,200.00	\$75.00	\$6,000.00
75	EA	10 lb. ABC Dry Chemical Extinguishers	\$80.00	\$6,000.00	\$95.00	\$7,125.00
50	EA	20 lb. ABC Dry Chemical Extinguishers	\$140.00	\$7,000.00	\$150.00	\$7,500.00
25	EA	1.6 Liter K-Class Extinguisher	\$210.00	\$5,250.00	\$250.00	\$6,250.00
50	EA	5 lb. FE-36 Clean Agency Extinguisher	\$385.00	\$19,250.00	\$800.00	\$40,000.00
25	EA	10 lb. FE-36 Clean Agency Extinguisher	\$995.00	\$24,875.00	\$1,000.00	\$25,000.00
Disposal						
300	EA	Old Extinguisher Disposal	\$4.00	\$1,200.00	\$15.00	\$4,500.00
				Subtotal	\$309,435.00	\$868,410.00
				Add Balance of Product Line	\$30,949.61	\$86,841.00
				Recommended Price Limitation	\$340,384.61	\$955,251.00



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Recommendation Summary	
Statewide Contract or Amendment	Statewide
Term of Contract	3 Years
Price Limitation	\$340,384.61
Number of Solicitations Received	2
Number of Sourced bidders	3
Number of NIGP Vendors Sourced	82
Number of non-responsive bidders	83
P-37 Checklist Complete	Yes
Method of Payment (P-card/ACH)	Yes
FOB Delivered	Yes
Special Notes: Resulting contract will be utilized by all State of NH agencies (approx 220 Buildings) with fire extinguishers that require annual service per the adopted edition of the National Fire Prevention Association (NFPA). The recommended price limitation is based on vendor pricing for a three year term and includes a 10% vendor balance of product line allowance. When compared to next lowest vendor pricing submitted, there is a cost avoidance to the State of \$614,866.39.	

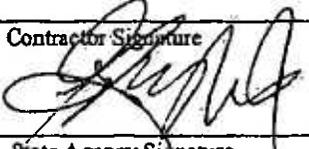
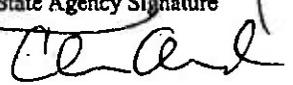
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Impact Fire Services, LLC		1.4 Contractor Address 26 Hampshire Drive Hudson, NH 03051	
1.5 Contractor Phone Number 800-244-7531	1.6 Account Unit and Class Various	1.7 Completion Date 12/31/2027	1.8 Price Limitation \$340,384.61
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature  Date: 1/31/25		1.12 Name and Title of Contractor Signatory George Brown, COO	
1.13 State Agency Signature  Date: 2-11-25		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Duncan A. Edgar</i> On: February 25, 2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 1/31/25

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of

whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

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

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials

Date

[Handwritten Signature]
11/3/25

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

Contractor Initials 

Date 1/21/25

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

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

25. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials

Date


1/27/23

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials

Date


11/21/25

EXHIBIT B - SCOPE OF SERVICES

1. **INTRODUCTION:**
 - 1.1. Impact Fire Services, LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Fire Extinguisher Maintenance Services in accordance with the bid submission in response to State Request for Bid 2972-25 and as described herein.
2. **CONTRACT DOCUMENTS:**
 - 2.1. This Contract consists of the following documents ("Contract Documents"):
 - State of New Hampshire Terms and Conditions, General Provisions Form P-37
 - EXHIBIT A Special Provisions
 - EXHIBIT B Scope of Services
 - EXHIBIT C Method of Payment
 - 2.2. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment,".
3. **TERM OF CONTRACT:**
 - 3.1. The term of the contract shall commence January 1, 2025, or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of approximately three (3) years.
 - 3.2. The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Governor and Executive Council.
 - 3.3. The maximum term of the Contract (including all extensions) cannot exceed five (5) years.
4. **SCOPE OF WORK:**
 - 4.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
 - 4.2. Persons performing maintenance and recharging of extinguishers shall be certified.
 - 4.3. The contractor shall service all portable fire extinguisher in compliance with the current adopted edition of NFPA 10, *Standard for Portable Fire Extinguishers*.
 - 4.4. Contractor shall provide inspection of all types of extinguishers and of all related parts and components. Recharge fees should be based on the extinguisher type and size. The Hydro-test charge shall cover the hydro-test only. Additional recharge fees may apply. The maintenance and test charge shall cover maintenance testing only. Additional recharge fees may apply.
 - 4.5. At the Contractor's option, loaner units can be supplied, at no additional charge, for a period not to exceed ninety (90) days. The services shall allow for the purchase of extinguishers as needed to replace existing extinguishers or for additional extinguishers.
 - 4.6. Any calls outside of the annual maintenance and inspection made by an agency to the Contractor are considered a service call. Service calls are considered for replacement of an extinguisher at the Contractor's 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 listed in the Offer Section of this bid.
 - 4.7. Each location serviced 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. the minimum inspection charge per facility or service call charge for visiting a state agency + \$10 for recharge 5 lb. chemical extinguisher + \$1.00 charge for a locking pin + \$1.00 each for inspection of 3 extinguishers = Total Charge).
5. **Monthly Reporting**
 - 5.1. 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

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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.

6. Repair Reports

- 6.1. 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 agency representative's signature thereon.
- 6.2. The Contractor shall service all portable fire extinguishers in compliance with the current adopted edition of NFPA 10, *Standard for Portable Fire Extinguishers*, with the exception of the monthly inspection which shall be completed by the agency, and state and local codes.
- 6.3. 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 via the awarded contract.

7. ADDITIONAL AGENCY REQUIREMENTS:

7.1. Department of Safety- State Police Locations

7.1.1. Contact Sergeant Arteaga via email (Michael.A.Arteaga@dos.nh.gov), at which point, he and the Criminal Records Unit will coordinate an appointment to have the individual(s) fingerprinted at a civilian staffed State Police livescan location. NHSP will provide the required form to the contractor point of contact, who will in turn provide their respective employees with the **individual specific** form to take with them when they are fingerprinted. This form is prefilled to ensure successful routing. Additionally, the contractor point of contact will provide Sergeant Arteaga with an email address for the respective contractor employees in order to assign them basic awareness training within <https://www.cjisonline.com/>. Please note there is ***no charge***, even though the form lists a charge for other purposes.

7.2. Completing Security Awareness training <https://www.cjisonline.com/> (in this case "Basic Role")

7.2.1. This need to be done once a year, i.e. "John Smith" of Klean Solutions completes the training as a prerequisite to providing cleaning services for Nashua PD. Six months later, Troop B wants "John Smith" of Klean Solution to provide services for the Barracks, since he already took the training, this part **does not** need to be completed again until it has been a year from when he originally completed the training.

7.2.2. If however, this is a new contractor employee that has not been assigned CJISonline training by any agency they provide services for, the State Police would need to assign this training.

7.3. Fingerprint supported record check

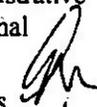
7.3.1. In the above example, even if Nashua PD had already taken prints on and cleared "John Smith", the State Police would still need to conduct their own fingerprint supported record check and additional SPOTS queries prior to granting the individual unescorted access.

7.3.2. Thank you for your cooperation in completing this security clearance. The Troop Commanders will be provided with a list of the cleared individuals to ensure the individual accessing the barracks is in-fact someone that has been cleared. We strongly recommend that Contractors have **all** employees that could possibly be needed to provide cleaning services to undergo this process ahead of time. In the event the original person is out (leave, illness, etc.), it is in the best interest of the State Police and the contractor to be prepared to have any backup cleaners also CJIS cleared in the event the routine cleaner is unable to provide services on a given day/night.

7.4. Department of Corrections:

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

7.4.1.1. Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's). Additional

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information can be located as a separate link:
http://www.nh.gov/nhdcc/business/rfp_bidding_tools.html.

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

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

7.5. Contractor Employee Information/Background Checks:

7.5.1. The Contractor (to include each employee and any approved subcontractor working in a NHDCC facility) will be required to sign the State of New Hampshire's Confidentiality Form and Criminal Record Authorization Form. Prior to placing an individual in a State facility, all prospective personnel must receive clearance from the NH Department of Corrections. Said clearance shall be obtained by submitting a Criminal Record Release Authorization Form on behalf of all personnel/employees and subcontractor to the NH Department of Corrections.

7.5.2. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks of all potential Contractor and/or sub-contractors employees to determine eligibility status.

7.5.3. The NH Department of Corrections will notify the Contractor of any potential Contractor and/or sub-contractors employee who does not comply with the criteria identified, below.

7.5.4. In addition, the Contractor and/or sub-contractors shall not be able to hire employees meeting the following criteria:

- Individuals convicted of a felony shall not be permitted to provide services;
- Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
- Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Warden and/or designee of the corresponding facility requiring service;
- Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
- Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of New Hampshire;
- Individuals with a history of drug diversion;
- Individuals who was a former State of NH employee and/or former contract employee that was dismissed for cause;
- Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
- The NH Department of Corrections may not permit relatives of currently incarcerated felons to provide services without prior approval.


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8. ADDITIONAL REQUIREMENTS:

- 8.1. Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.
- 8.2. The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).
- 8.3. 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.
- 8.4. 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.
- 8.5. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- 8.6. 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.
- 8.7. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 8.8. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
- 8.9. If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

9. USAGE REPORTING:

- 9.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to Steven Burgess at the Bureau of Purchase and Property and sent electronic to Steven.H.Burgess@DAS.NH.Gov. At a minimum, the Report shall include:
 - 9.1.1. Contract Number
 - 9.1.2. Utilizing Agency and Eligible Participant
 - 9.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
 - 9.1.4. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
 - 9.1.5. Preferred in Excel format

10. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 10.1. The Contractor shall provide all fire extinguisher maintenance services strictly pursuant to, and in conformity with, the specifications as described herein, and under the terms of this Contract.
- 10.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.
- 10.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.
- 10.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhacqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhacqs45jpyq5i45))/welcome.aspx)

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

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

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

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

12. CONFIDENTIALITY & CRIMINAL RECORD:

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

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EXHIBIT C - METHOD OF PAYMENT

13. CONTRACT PRICE:

13.1. The Contractor hereby agrees to provide fire extinguisher maintenance services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$340,384.61; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

14. PRICING STRUCTURE:

Description	Unit	Price
Inspection Services		
Minimum Inspection Charge per Facility or Service Call Charge	Each	\$ 25.00
Annual Inspection including All Weather Tag	Each	\$ 3.50
6-Year Maintenance Testing		
2.5 lb. BC Fire Extinguisher	Each	\$ 10.00
5 lb. BC Fire Extinguisher	Each	\$ 25.00
10 lb. BC Fire Extinguisher	Each	\$ 28.00
20 lb. BC Fire Extinguisher	Each	\$ 32.00
Hydrostatic Testing		
5-Year APW Water A Fire Extinguisher	Each	\$ 15.00
5-Year CO ₂ BC Fire Extinguisher	Each	\$ 30.00
5-Year Class K Fire Extinguisher	Each	\$ 30.00
12-Year BC Dry Chemical Fire Extinguisher	Each	\$ 30.00
12-Year ABC Clean Agent Fire Extinguisher	Each	\$ 30.00
Recharge		
2.5 lb. Dry Chemical (ABC/BC)	Each	\$ 10.00
5-6 lb. Dry Chemical (ABC/BC)	Each	\$ 18.00
10 lb. Dry Chemical (ABC/BC)	Each	\$ 24.00
20 lb. Dry Chemical (ABC/BC)	Each	\$ 30.00
5 lb. CO ₂	Each	\$ 16.00
10 lb. CO ₂	Each	\$ 18.00
15 lb. CO ₂	Each	\$ 20.00
Pressure Water	Each	\$ 15.00
Foam	Each	\$ 20.00
Class D	Each	\$ 20.00
Class K	Each	\$ 65.00
2.5 lb. Halon, Halotron, FE36	Each	\$ 50.00
5 lb. Halon, Halotron, FE36	Each	\$ 100.00
9 lb. Halo, Halotron, FE36	Each	\$ 150.00
13 lb. Halon, Halotron, FE36	Each	\$ 200.00
20 lb. Halon, Halotron, FE36	Each	\$ 200.00
Fire Hose Inspections		
Fire Hose Inspection & Rerack	Each	\$ 15.00
Fire Hose Test & Dry	Each	\$ 35.00

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Miscellaneous Replacement Items		
Valve Stem	Each	\$ 5.00
Valve Retainer Seal	Each	N/C
Lock Pin	Each	\$ 3.00
Gauge	Each	\$ 12.00
Tamper Seal	Each	\$ 1.00
Verification Collar	Each	\$ 1.00
O-Rings	Each	\$ 1.00
Plastic Tag	Each	\$ 3.00
All Weather Tag	Each	\$ 3.00
Metal Tag	Each	\$ 3.00
Hanger	Each	\$ 3.00
Nozzle	Each	\$ 20.00
Handle/Lever	Each	\$ 10.00
Hose	Each	\$ 20.00
Outdoor Protective Enclosures	Each	Survey Needed
Outdoor Protective Covers	Each	Survey Needed
Purchase of New Extinguishers		
2.5 lb. ABC Dry Chemical Extinguishers	Each	\$ 45.00
5 lb. ABC Dry Chemical Extinguishers	Each	\$ 65.00
10 lb. ABC Dry Chemical Extinguishers	Each	\$ 80.00
20 lb. ABC Dry Chemical Extinguishers	Each	\$ 140.00
1.6 Liter K-Class Extinguisher	Each	\$ 210.00
5 lb. FE-36 Clean Agency Extinguisher	Each	\$ 385.00
10 lb. FE-36 Clean Agency Extinguisher	Each	\$ 995.00
Disposal		
Old Extinguisher Disposal	Each	\$ 4.00

15. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

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

16. INVOICE:

- 16.1. Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.
- 16.2. If the agency is enrolled in the State's P-Card program, the Contractor shall be paid by Procurement Card upon receipt of properly documented invoice and acceptance of the work to the State's satisfaction. Otherwise, the Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

17. PAYMENT:

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

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that IMPACT FIRE SERVICES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on December 03, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **808148**

Certificate Number: **0006759494**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of August A.D. 2024.

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

David M. Scanlan
Secretary of State

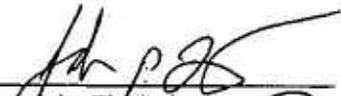
Certificate of Authority

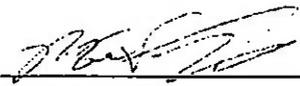
The undersigned Impact Fire Services, LLC ("Impact") does hereby certify, as of the date set forth below, that:

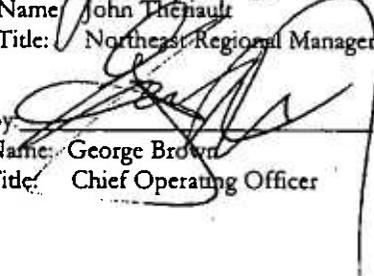
John Theriault is the Northeast Regional Vice President of Impact Fire LLC and its affiliates, and has the requisite authority to obtain, negotiate, and execute customer bids and contracts with value of up to \$250,000 for and on behalf of Impact and its affiliates in Connecticut, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, and Vermont. All bids and contracts with value greater than \$250,000 require approval of George Brown, Chief Operating Officer.

This Certificate is executed as of this 14th day of January 2025 and terminates on December 31 2025

IMPACT FIRE SERVICES, LLC

By: 
Name: John Theriault
Title: Northeast Regional Manager

By: 
Name: Michael Lloyd
Title: Chief Executive Officer

By: 
Name: George Brown
Title: Chief Operating Officer

