

EXHIBIT F – IFB Sections 2 and 3

STATE OF COLORADO



INVITATION FOR BIDS (IFB) and RESPONSE COVER SHEET

TITLE: Fire Protection Systems Services & Portable Fire Extinguishers

Per the attached specifications, terms and conditions.

Date:	07/24/2015, Friday	IFB Number:	IFB-CM-16-001
Submit Bid to:	State of Colorado Department of Personnel & Administration State Purchasing Office 1525 Sherman Street, 3 rd Floor Denver, CO 80203	Sourcing Specialist:	Cheri Miller

Section 2 – Background, Overview, and General

2.1 Background.

The State Purchasing Office (SPO) in the Colorado Department of Personnel & Administration, Office of the State Controller, contracts for services and goods provided to Colorado State Departments/Agencies, Institutions of Higher Education, Political Subdivisions, eligible Non-profit Organizations, and other authorized entities across the State, border-to-border.

Historical Usage. Historically, provision of **fire protection systems services and portable fire extinguishers** through the current awarded price agreement generates over \$779,000 in annual spend (see below); which is based on sales reported by current Contractor. (Additional spend generated through non-contracted Vendors may account for an estimated \$50,000 annually.) This high-volume customer base enables the State to negotiate exceptional rates and benefits. Any volume information (spend or quantity) provided by the State are estimated figures only and are intended to assist potential Contractors in understanding the scope of the State’s category needs. The expenditures reflect past usage and may fluctuate up or down. The State does not obligate itself to any or all quantities indicated nor does it guarantee future spending at these levels.

<u>Breakout of SFY 2015 Purchases:</u>	<u>\$779,046</u>	<u>%</u>
State Agencies	\$162,041	21%
Institutions of Higher Education	\$145,806	19%
Political Subdivisions	\$471,199	60%
Non-Profit Organizations	\$0	0%

2.2 Overview.

The State Purchasing Office is requesting bids from responsible Bidders to establish Price Agreements for **fire protection systems services and fire extinguishers** that will fulfill the needs for all eligible Ordering Entities within the State and covering one or more of seven (7) regions. (Regions are identified in **Exhibit C, Colorado Regions by County** and **IFB Section 3.3, Statement of Work** below.) The State will determine if the level of goods/service and regions warrant an award.

As a result of this IFB, **the State intends to award multiple “Price Agreement” contracts.** A Price Agreement, by its nature, is indefinite in its size and value. It does not determine a specific quantity, time, or place, for the State’s ordering practices; it does establish terms and conditions and a list of identified maximum prices for all applicable **fire protection systems services and fire extinguishers** that are covered under an awarded contract. Ordering Entities will place orders for services/goods through “Delivery Orders” (i.e. orders, purchase orders, etc.) that are based on the pricing in the Price Agreement’s terms and conditions.

Services for the **inspection and testing of fire protection systems and the sale of new fire extinguishers** offered by the Bidder shall comply with various guidelines established for the industry to

include the National Fire Protection Association (NFPA); Occupational Safety and Health Administration (OSHA); National Institute for Certification in Engineering Technologies ("NICET"); additionally, Emergency Lighting, and Fire Detection and Alarm Systems shall be tested and maintained in accordance with National Electric Code (NEC) minimum standards; Colorado Department of Safety, Division of Fire Safety, and in compliance with the Colorado Fire Suppression Rules; and in compliance with applicable safety and fire codes pertinent to each fire district and/or local Authority Having Jurisdiction (AHJ).

The following objectives are intended to be the result of this process: (1) comprehensive, competitively solicited contract offering **fire protection systems services and new fire extinguishers**; (2) providing services to participating departments and agencies statewide; (3) exceptional customer service; (4) sustainable product offerings and business practices that have minimal environmental impact; (5) the achievement of substantial cost savings in product and administrative/overhead costs through the aggregation of the State's requirements; and (6) a supply contract and price structure that is clear, consistent, transparent, and fair.

The State may award all or part of this IFB based on the best interests of the State and reserves the right to award to multiple Bidders. To maximize chances of success in this process, Bidders are encouraged to provide an aggressive response to this IFB.

Goals: Achieve border-to-border coverage of services through a process that enables regional awards and allows subcontracting. The State encourages Colorado businesses to participate and invites all interested companies to submit a bid.

2.3 General- Samples (Primarily Fire Extinguishers).

Bidder may be required to furnish samples of product for evaluation prior to award. Samples furnished must conform exactly to the specifications herein unless otherwise specified by the State Purchasing Office. Samples furnished with deviations must be clearly marked. When required, samples shall be furnished within seven (7) calendar days upon written request and are provided at the expense of the Bidder. Samples not provided in accordance with the specifications or within the time specified may result in rejection of the bid. A successful Bidder's samples may be retained for comparison with products delivered under the contract. For non-awarded Bidders, samples will not be returned unless the Bidder requests in writing of the requirement to do so at the time the sample is furnished, and then only at the Bidder's expense. Failure to arrange for pick up of released samples within thirty (30) calendar days will result in disposal of the samples by the State. During the bid evaluation process, the State reserves the right to request further details, including formulations, to clarify specifications; this information will be identified as confidential and used for evaluation purposes only.

Section 3 - Statement of Work

An awarded Contractor shall provide goods to eligible Ordering Entities within the terms and conditions as stated below for two (2) services types of **fire protection systems services and portable fire extinguishers**. More specifically, services include: **a) the inspection and testing of Fire Sprinkler Systems, Backflow Prevention Systems, Fire Detection and Alarm Systems, Emergency-Exit Lighting Systems, Commercial Overhead Hood Fire Suppression Systems, Special Hazard Systems, Automatic Fire Pumps, and Standpipes/Hoses; b) inspection, testing, and recharging of portable fire extinguishers; c) sales of new, commercial grade, portable fire extinguishers; and d) minor repairs of fire protection systems.**

Note: The resulting price agreement is for systems inspections, testing, and minor repairs. It is not to purchase, install, or monitor fire protection systems. For State Agencies, services may be provided up to \$25,000 per fiscal year (aggregate) and are acceptable under an awarded Price Agreement in conjunction with other services provided (inspection/testing and/or sale of extinguishers). The State will award on fire protection systems services separately from the portable fire extinguishers services and sales. .

3.1 Minimum Specification for Response.

Vendor is required to have experience in providing specified service to governmental user organizations of similar, varying size, and complexity. Bidder must demonstrate the **existence of its business for a minimum of three (3) years** and provide evidence of **experience for a minimum of three (3) years** in providing the required types of services/goods; prior to submission of a response to a solicitation. The State may require additional information to determine an awarded Contractor's ability to perform. This information may include, but is not limited to, previous experience of company; years in business;

performance of services; quality and condition of equipment; financial condition; references as to size and scope of work. To be considered responsive, Contractor must provide documentable experience.

- **ACTION: In its bid response, Bidder is to describe its company's experience that meets the qualifications of having been in business for at least three (3) years, and in providing fire protection systems services and portable fire extinguishers to customers of a similar size and scope required by the State.**

3.2 Subcontracting/Partnering.

Subcontracting and/or partnering is allowed so that an awarded Contractor can engage subcontractor(s) to provide services and goods which can expand the service coverage area. If an awarded Contractor engages a subcontractor to provide services and goods to an Ordering Entity, the awarded Contractor is legally liable for its engaged subcontractor. The awarded Contractor is responsible to manage its subcontractor(s) utilized in the performance of a resulting contract and ensure its subcontractor(s) also complies with the terms, conditions, and commitments of an awarded contract. The awarded Contractor shall establish a formal, written contract with its Subcontractor(s). An awarded Contractor must disclose to the State all subcontractors it engages for the purpose of providing services to the State. Disclosure shall include a subcontractor's company name and address; and the name, title, and phone number of the primary contact.

The State reserves the right to disqualify a subcontractor selected by the awarded Contractor, based on the State's past experience with the subcontractor. The awarded Contractor shall invoice for all services and goods (including those provided by Subcontractors) rendered to an Ordering Entity using its standard invoicing documents and process. The State shall make payment for Goods purchased by State Ordering Entities to the Contractor. Subsequently, the Contractor shall pay its Subcontractor(s) in a timely manner for services and/or goods rendered.

- **ACTION: In its bid response, Bidder is to provide the name, address, and phone numbers of its subcontractors intended to provide services as a result of this IFB.**

3.3 Service Regions.

There are seven (7) regions throughout the State that may receive services and supplies. An awarded Contractor must provide **fire protection systems services and fire extinguishers** to ALL counties within a specific region for one or more of the seven (7) regions (noted below), to be considered responsive. Contractor must provide for all of the counties in the regions they responded to and received an award.

- Region 1 - Denver Metro Area
- Region 2 - South Central
- Region 3 - North Central
- Region 4 - West Central
- Region 5 - Northwestern
- Region 6 - Southwestern
- Region 7 - Southeastern.

- **ACTION: A Bidder may submit a bid for one or more of the seven (7) regions noted above. Bidder shall complete Tab 1-Regions in the Bidder Response Cost Workbook (Attachment 3) and include a hardcopy of Tab 1 in its bid and the Workbook electronic file.**

3.4 General Performance Expectations for Awarded Contractor and Ordering Entities.

Ordering Entities have a responsibility to provide information to the awarded Contractor at the time service is requested. Ordering Entities must provide basic information about the type, location, and condition status of their fire protection systems and fire extinguishers.

Once engaged, the Contractor has responsibilities to ensure timely performance of services and providing an updated list of fire protection systems, location, and condition status. **The Ordering Entity is responsible for ensuring the required inspection/tests are performed on its fire protection systems and equipment.**

Expectations of Ordering Entities: It is expected that an Ordering Entity's facility manager or designee shall:

- Provide a list of fire protection systems to the Contractor at the time services is ordered, to include (at a minimum) the types of all systems, locations of all systems, the condition of each, and the last inspection/test date. (Information like brand and age is also preferable.)
- Provide a list of fire extinguishers to the Contractor at the time services is ordered, to include the types extinguishers, brands, size, locations, condition of each, and the last inspection/test date.
- Identify what type of service Ordering Entity wants performed. For example: *semi-annual, fire sprinkler system inspection, the type (wet or dry system), and where located (building, floor, area; and for fire extinguishers- how many, what type (A,B,C), what size (5#, 10#, etc.), what brand, and where located (building, floor, area).*
- Provide an escort to the Contractor to identify all fire protection systems for all locations.
- Identify the water district(s) Ordering Entity uses for its facility(s). (Note: It is recommended the Ordering Entity contact its Accounting section for such information.)
- Notify awarded Contractor when special water and/or fire district reports are required and provide a sample, if applicable.
- Pay for services rendered in a timely manner.
- When applicable, notify Contractor as timely as possible if the facility is in “lock down” status. (Otherwise, Ordering Entity is subject to Contractor’s travel expenses.)
- **Ensure compliance that the Ordering Entity is responsible** that the required inspection/tests are performed on its fire protection systems and equipment.
- **Ensure compliance that the Ordering Entity is responsible** to contact the Contractor for engaging, scheduling, and arranging any services it needs.
- **Ensure compliance that the Ordering Entity is responsible** to allow adequate lead time to schedule services with the Contractor, at least 30 days prior to the current inspection expiration.
- **Ensures written notification to the Contractor** is sent when its contact information changes.
- **Ensure an understanding of the Expectations of an awarded Contractor.**

Note: when providing information to the Contractor, the Ordering Entity must do so in writing, via email is acceptable.

Expectations of Awarded Contractor: It is expected that the Contractor shall:

- Work with the Ordering Entity to set up a reasonable service schedule.
- Perform the scheduled services as agreed upon for type, date, times, etc. (Unless Force Majeure issues arise.)
- That once a Contractor has completed the engaged services, the Contractor will make an updated list of fire protection systems (type, location, condition status, brand and age, if able) and provide a copy to the Ordering Entity.
- Invoice the Ordering Entity promptly. Only one detailed invoice is required, additional breakouts and or invoices will need to be negotiated with the Ordering Entity.
- Follow up with the Ordering Entity only once via email using the contact information obtained from the Ordering Entity for the next service engagement, at least one month prior to the next regularly scheduled annual inspection date. **Note: In the event the Ordering Entity is not responsive to the Contractor’s initial notification email** or does not provide a purchase order (order or other form of contracting), the Contractor is not required to continue to contact the Ordering Entity.

➤ **ACTION: In its bid response, Bidder is to provide a statement it will comply with this requirement.**

Colorado Presence: An awarded Contractor is NOT required to have an office, store front, or warehouse located in Colorado. An awarded Contractor is required to provide a list to the State showing the number and locations of offices/stores/warehouses it maintains in Colorado; and its employee headcount within Colorado; and is required to provide an updated list to the State at least once a year.

➤ **ACTION: In its bid response, the Bidder is to list the number and locations of offices, stores, and warehouses maintained in Colorado, and employee headcount within Colorado.**

3.5 Compliance with Regulations, Certification and Licensing:

- A. In accordance with the Colorado Department of Safety, Division of Fire Safety, and in compliance with the Colorado Fire Suppression Rules, all vendors performing Fire Suppression System Tests, Maintenance, and Inspections shall be registered and/or have personnel certified to conduct necessary work. (Colo. Dept. of Public Safety, Division of Fire Safety, refer to full Fire Suppression Rules document at: <http://dfs.state.co.us>.)

- B. All testing and maintenance shall be done in accordance with the National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and National Institute for Certification in Engineering Technologies (“NICET”). Emergency Lighting, and Fire Detection and Alarm Systems shall be tested and maintained in accordance with National Electric Code (NEC) minimum standards.
- C. Contractor is expected to be cognizant of appropriate codes within the various Colorado locations to be serviced and must conduct work in compliance with applicable safety and fire codes pertinent to each fire district and/or local Authority Having Jurisdiction (AHJ). If a Contractor does not already possess the local jurisdiction’s certification (through the Fire Board of Commission and/or Water Board of Commission), a Contracted vendor must obtain the certification within 60 days of Ordering Entity’s request for services. For some jurisdictions, a Board of Commission reviews and approves applicants’ certification requests only on a monthly basis. Contractor must have an active local certification prior to performing the services.
- D. Service technicians performing work must be able to conduct proper inspection, functional testing, cleaning and sensitivity testing procedures applicable to the aspects of the services to be performed. Service technicians must be technically knowledgeable, and work must be performed in compliance and accordance with all applicable requirements.
- E. Fire Suppression Systems Contractor: Contractor’s staff conducting work on Backflow Prevention Systems must possess a valid certification as a Certified Cross-Connection Control Technician from the American Society of Sanitary Engineering (ASSE), the American Backflow Prevention Association (ABPA), or the Association of Boards of Certification (ABC), in conformance with requirements set forth by the Colorado Primary Drinking Water Regulations.
- F. Services shall be provided in compliance with the following codes and standards at a *minimum*, but not limited to, and respective of latest updates and any other State, Federal or industry standard that is applicable:**
- Applicable **U.S Dept. of Transportation** (USDOT) 49 CFR regulations, as applied to inspection, test, and requalification of DOT containers used in fire suppression systems.
 - The **National Fire Protection Association** (NFPA), service and maintenance requirements for containers found in the following NFPA Standards (latest edition):
 - NFPA-1, Fire Code
 - NFPA-10 Standard for Portable Fire Extinguishers
 - NFPA 12, Standard on Carbon Dioxide Extinguishing Systems
 - NFPA-17, Standard for Dry Chemical Extinguishing Systems
 - NFPA-17A, Standard for Wet Chemical Extinguishing Systems
 - The **National Fire Protection Association (NFPA)**, service and maintenance requirements for systems are found in the following NFPA Standards (latest edition):
 - NFPA-13, Standard on the Installation of Sprinkler Systems
 - NFPA-14, Standard for the Installation of Standpipes and Hose Systems
 - NFPA-16, Standard for the Installation of Foam-Water Sprinkler and Foam-Water Spray Systems
 - NFPA-25, Standard for the Inspection, Testing, Maintenance of Water-Based Fire Protection Systems
 - NFPA-70, National Electrical Code
 - NFPA-72, National Fire Alarm Code
 - NFPA-75, Standard for the Protection of Information Technology Equipment
 - NFPA-76, Standard for the Fire Protection of Telecommunications Facilities
 - NFPA-96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
 - NFPA-99, Standard for Health Care Facilities
 - NFPA-101, Life Safety Code
 - NFPA-170, Standard for Fire Safety and Emergency Symbols
 - NFPA-232, Standard for the Protection of Records
 - NFPA 408, Standard for Aircraft Hand Portable Fire Extinguishers

- Applicable **Compressed Gas Association (CGA)** publications

➤ **ACTION: In its bid response, Bidder is to provide a statement it will comply with the requirements noted above. Bidder will provide its most current certification for meeting compliance with item 3.5.A. above.**

3.6 General Services Requirements.

Services. Services may include **inspections and testing of the fire protection systems and the sale of fire extinguishers, inspection, testing, and recharging.** Services for minor repairs of fire protection systems is allowable and for State Ordering Entities, up to the State's fiscal purchase thresholds. An Ordering Entity will contact the awarded Contractor for a written price quote prior to scheduling service, based on the scope of required site services, and using the pricing options available on the posted award.

Conditions of Environment. Once the Contractor has made its initial service call to an Ordering Entities site, the Contractor is expected to become knowledgeable of the conditions of the fire protection systems and equipment, the locations, clientele, and procedures allowing access to individual buildings or areas of the agencies of the Ordering Entities. Some entities such as the Colo. Dept. of Corrections (CDOC), Colo. Dept. of Human Services (CDHS), etc. may have additional work area requirements the Contractor must ensure compliance. (See **IFB Section 3.13, Agency-Specific Service Requirements** for additional information.)

Services labor shall be furnished with all necessary tools required to accomplish the work. Contractor shall be responsible for furnishing tools at no additional cost to the Ordering Entities. Tools furnished are those which would be carried by an adequately equipped service truck.

Upon completion of services and within 3 business days, the Contractor shall provide Ordering Entities with verification of inspection (certifications, as applicable), and an overview in the form of a standard report with checklist indicating what has been done and condition of the system inspected. The exception is tagging of portable (self-contained) fire extinguishers where tagging shall be immediate after the service is performed. Contractor shall also be responsible for maintaining an accurate record of the number of units, type, date and location of service for all systems serviced. If required by the local water and/or fire district, Contractor shall complete any special report(s) necessary.

➤ **ACTION: In its bid response, Bidder is to provide a statement it will comply with this requirement. Bidder is to provide a sample completed report for its standard service completion report and a completed special water district report. (Bidder may use a government's actual report – State or Local – as a completed sample.)**

3.7 Ordering and Delivery.

General Instructions for Products Submitted for Bid. Where brand name "or equivalent" is stated, Bidder may bid a substitute product that matches or exceeds the specifications of the brand listed. Equivalent items will be considered, provided descriptive literature and specifications accompany bid. Acceptability of equivalent items is at the sole determination of the State. The State may request that the Bidder submit industry comparisons to substantiate that a substitute product is equivalent. Additionally, the State may require a sample(s) for evaluation. The State reserves the right to make the final determination as to whether or not a substitute product is equivalent or better for its intended use. Due to current economic conditions, products bid and identified to have environmentally preferable attributes and certifications are preferred to be cost neutral.

A. Ordering.

The State desires to purchase **fire protection systems services and portable fire extinguishers** with the following expectations:

1) Purchase through various methods such as via telephone, email, FAX, on-line, or mail.

2) Awarded Contractors are expected to have an established business process to enable Ordering Entities to easily set up an account.

3) Preference may be given for awarded Contractors who can offer the ability to set up and maintain internally hosted catalogs (i.e. list of items and unit pricing) and/or punch-out catalogs. The State has the right to implement catalogs in a phased approach.

4) Accept payment with procurement cards (credit cards) for orders in addition to other payment methods such as issued checks and/or electronic funds transfers (EFT).

5) At minimum, establish new Ordering Entity accounts within two (2) business days of an Ordering Entity's request.

6) At minimum, the State requires that an awarded Contractor establish a working relationship with the Ordering Entity within ten (10) business days of an Ordering Entity request. Working relationship may mean attending an Ordering Entity's on-site meeting(s) to develop a customized product assortment, strategic delivery plan, service plans, service reports, and other agency-identified and reasonable requirements.

➤ **ACTION: In its bid response, the Bidder is to describe its customer ordering capabilities for optimal customer access and fulfillment for all of the elements above.**

B. New Portable Fire Extinguishers – Stock, Special Order Products, and Returns.

Stock. The State desires to contract with suppliers who can satisfy the State's **portable, commercial grade fire extinguisher** needs with exceptional, pricing and customer service. Product pricing shall be set for a defined period of time and at not-to-exceed pricing for a single unit of measure. Factors such as quantity, frequency of orders, or an awarded Contractor offered promotions may enable further discounts to pricing and would be negotiated with the Ordering Entity at the time the order is placed.

Whenever possible, the Contractor is to deliver new extinguishers at the time the fire protection systems services are performed. In the event an Ordering Entity requests a new fire extinguisher, delivery of a new extinguisher will require coordination with the Contractor. A Contractor may charge for the delivery of a new fire extinguisher if not ordered at the time the fire protection systems services are rendered. Contractor must disclose in writing (via email is acceptable) what the delivery charge will be and must be agreed upon in writing (via email is acceptable) by the Ordering Entity.

A wall bracket (approximately 2" x 3" bracket with 1 screw) is included with a new extinguisher and is included in the unit price. Other brackets (i.e. vehicle, cage, wrap, etc.) may be made available by the Contractor for an additional and reasonable cost.

Special Orders. Special ordered portable fire extinguishers may incur additional costs which the awarded Contractor must disclose at the time the order is placed and agreed to by the Ordering Entity.

➤ **ACTION: In its bid response, the Bidder is to describe its customer ordering capabilities for stock and special orders.**

C. Return Policy. There will be instances when an Ordering Entity may have to return a product. Awarded Contractors are required to maintain a written return policy. Such policy shall be provided to the State in writing at least once a year or as updated.

➤ **ACTION: In its bid response, the Bidder is to describe its return items policy.**

3.8 Portable Fire Extinguishers and Fire Protection Systems.

A. Portable, Commercial Grade Fire Extinguishers – Not Water Pressurized.

Services: inspections, testing, and recharging.

Sales: Sale of new extinguishers.

Specifications: Refer to **Exhibit F, Fire Protection Systems Services Specifications.**

When engaged by an Ordering entity, the awarded Contractor is responsible for inspection, hydrostatic testing, and record keeping for all **portable, commercial grade fire extinguishers** (not water pressurized) throughout the facilities maintained by the Ordering Entities. Portable Fire Extinguishers *may* be purchased to replace units that are no longer serviceable or to supplement existing units where needed. All provisions and remedies of the Universal Commercial Code UCC} relating to both implied and expressed warranties are in affect for new fire extinguishers.

At a minimum, all services rendered shall be in accordance with the current issue of National Fire Protection Association (NFPA) #10 (portable fire extinguishers), the National Association of Fire Equipment Distributors (NAFED) and the U.S. Department of Transportation (USDOT) - Code of Federal Regulations Title 49 for both high pressure and low pressure hydrostatic testing. The Contractor's attention is called to the fact that all work under a resulting Price Agreement shall comply with the provisions of all National or State Building Codes, Standards, Statutes and Regulations, which might and in any manner, affect the work to be done

On-site inspection/testing of portable fire extinguishers is required to ensure the extinguisher is adequate for the location and the intended service. Only the hydrostatic testing and recharging of fire extinguishers may take place off-site. Ordering Entities are prohibited from dropping off items at the awarded Contractor's location and awarded Contractors are prohibited from accepting such equipment. Upon completion of the testing/ inspection/ recharging of the fire extinguisher, **the Contractor shall affix the appropriate tag and service label to the fire extinguishers.** (Service labels identify the type of service – i.e. 6-year, 12-year, hydrostatic test, etc.) Service certifications and tagging to occur annually or as otherwise directed by regulation. Contractor shall warrant that all service-tested extinguishers are fully charged and that charges will hold for one (1) year. The Contractor is responsible for the pickup and recharging of any fire extinguisher that fails to hold the correct charge, and the recharge shall be at no additional cost to the Ordering Entity.

Determination of when a fire extinguisher is no longer serviceable will be made jointly by the Contractor and the Ordering Entity's appropriate representative. (The Ordering Entity is responsible for assigning the appropriate representative.)

Loaner Fire Extinguishers: The Ordering Entity is responsible for providing to the Contractor engaged to perform services with a list of fire extinguishers by location, brand, type, and size. For scheduled testing/inspections, the Contractor must provide an equivalent extinguisher unit to be used during any interim period while fire extinguishers are being tested or charged. In the event the Ordering Entity does not provide such a list of extinguishers, the Contractor can utilize a loaner that closest meets the needs. It is intended that Loaner extinguishers are in place for no more than 2 weeks from the service call.

Note: in some cases, the Ordering Entity can accept a "swap" out of their original equipment with an equivalent Contractor-provided unit, only when it has the same inspection time lines. The Contractor is responsible for obtaining the Ordering Entities written approval to make specific swap outs of equipment.

- **ACTION: In its bid response, Bidder is to provide a statement it will comply with the requirements noted above.**
- **ACTION: As part of its bid response, using the Bidder Response Cost Workbook (Attachment 3), Bidder will complete and submit Tab 2 for section "Group 1, Commercial Grade Fire Extinguishers – Not Water-Pressurized". Bidder to include a hardcopy of Tab 2 in its bid and the Workbook electronic file.**

B. Portable, Commercial Grade Fire Extinguishers – Water Pressurized.

Sales: Sale of New Extinguishers and Suppressing or Wetting Agent

If applicable, **Services:** inspections, testing, and recharging.

Water Pressure Extinguishers: Water-based, liquid fire suppression or wetting agent.

This type of suppression or wetting agent was recently developed by the racing industry, and used for vehicle fires. It is more environmentally friendly as it is non-corrosive, biodegradable, and non-toxic. It prevents re-ignition, provides a thermal barrier, and has an indefinite shelf life. (For example, a 2-year old container can simply be repressurized.) Fire extinguisher tanks are easily refillable and can be refilled using a standard air compressor. This type of extinguisher does not require service.

Once a filled fire extinguisher is emptied or loses water pressure, the extinguisher tank can be refilled and/or repressurized by the Ordering Entity. Therefore, replenishment service may not be required. However, if any certification is required by State, Federal, and recognized industry agents such as NFPA, NAFED, USDOT, AHJ, etc.; the Contractor must comply with such regulations.

Standard formulation:

- Water based
- Mixes with water

- Must be UL, EPA, or NFPA rated.
- **Class A and B (corrected 7/31/15)**
- Biodegradable
- Non-toxic
- Non-corrosive
- Long shelf life
- Fire Extinguisher Tanks can be repressurized

Secondary Type: An “all season” type of product is NOT mixed with any water and is a non-freezing blend rated to at least 30 degrees below zero (-30 degrees). This is recommended for cold weather application.

“All Season” non-freezing formulation:

- Water based (no additional water required)
- Non-freezing blend rated to 50 degrees below zero (-50 degrees).
- Must be UL, EPA, or NFPA rated.
- **Class A and B (corrected 7/31/15)**
- Biodegradable
- Non-toxic
- Non-corrosive
- Long shelf life
- Fire Extinguisher Tanks can be repressurized.

- **ACTION:** In its bid response, in the event the Bidder bids on this type of portable fire extinguisher, Bidder is to provide its UL, EPA, and NFPA documentation.
- **ACTION:** As part of its bid response, using the Bidder Response Cost Workbook (Attachment 3), Bidder will complete and submit Tab 2 for section “Group 2, Fire Extinguishers – Water-Pressure Type”. Bidder to include a hardcopy of Tab 2 in its bid and the Workbook electronic file.

3.9 **Fire Protection Systems.**

Services: inspections and testing.

Specifications: Refer to **Exhibit F, Fire Protection Systems Services Specifications** for each fire protection system noted below.

Contractor shall perform **inspection and testing of fire protection systems**, excluding portable fire extinguishers. Services shall include and services performed in accordance with the applicable State, Federal, and recognized industry agents’ regulations for the following:

- A. Backflow Prevention Systems - inspection and testing, to include the following:
 - a. Domestic
 - b. Fire
 - c. Irrigation
 - d. By pass;
- B. Fire Sprinkler Systems - inspection/test to include the following:
 - a. Wet pipe sprinkler systems
 - b. Dry pipe sprinkler systems
 - c. Pre-action and Alarm systems
 - d. Deluge systems
 - e. Foam systems;
- C. Fire Detection and Alarm Systems - inspection and testing;
- D. Emergency-Exit Lighting Systems - inspection and testing;
- E. Commercial Overhead Hood Fire Suppression Systems – inspection and testing;
- F. Special Hazard Systems (i.e. dry-chemical, wet-chemical, HALO, and CO2 suppression systems - inspection and testing;

G. Automatic Fire Pumps - inspection and testing;

H. Standpipes/Hoses – inspection and testing.

- **ACTION: In its bid response, Bidder is to provide a statement it will comply with the requirements.**
- **ACTION: As part of its bid response, using the Bidder Response Cost Workbook (Attachment 3), Bidder will complete and submit Tab 2 for section “Group 3, Fire Protection Systems – Inspection/Testing”. Bidder to include a hardcopy of Tab 2 in its bid and the Workbook electronic file.**

3.10 Services – Repairs.

Services for minor repairs of fire protection systems are allowable in conjunction with other services provided (inspection/testing and /or sale of extinguishers). For State agencies, such repair services are allowable up to the \$25,000 threshold per fiscal year and shall comply with the State Fiscal and Procurement Rules. For this solicitation purpose, installation of a full new system is not a “repair” and must be competitively bid. However, repair of an existing system or a partial augmentation is acceptable under this repairs service. Awarded Contractor shall provide OEM parts for normal maintenance and repairs of systems. Applicable discount rates for repair/replacement parts are to be offered to all Ordering Entities. Ordering Entity is to request a quote from the Contractor and agreed to in writing through a purchase order, order, or other contracting method.

- **ACTION: As part of its bid response, using the Bidder Response Cost Workbook (Attachment 3), Bidder will complete and submit Tab 2 for section “Group 4, Related Services”. Bidder to include a hardcopy of Tab 2 in its bid and the Workbook electronic file.**

3.11 Insurance.

An awarded Contractor must obtain and maintain adequate insurance coverage following award, and prior to commencing any work, in accordance with current required standards. Ordering Entities *may* require additional insurance or endorsement(s). **See Colorado Model Contract, Exhibit A** for required minimums.

3.12 Company Sustainability Practices.

Awarded Contractors are expected to have company sustainability practices in place. Sustainability practices may include, but are not limited to, efforts to reduce adverse effects on human health and the environment for the entire product lifecycle, including energy, water, safety, delivery, storage, packaging, and training. Practices may also include where practicable, numeric measures of progress made to meet established sustainability goals, objectives, and targets. To support its claims of environmentally preferable attributes, the Contractor shall provide a comprehensive description of its company’s corporate and local sustainability practices for the entire scope of Laundry and Ware Wash products and related services. Such practices shall be provided to the State in writing at least once a year or as updated.

- **ACTION: In its bid response, Bidder is to provide a statement it will comply with this requirement.**

3.13 Agency-Specific Service Requirements.

An awarded Contractor will encounter a varied pool of Ordering Entities, many of which will require special considerations unique to a particular Ordering Entity or group. Such is the case with the Colo. Dept. of Human Services and with the Colo. Dept. of Corrections (CDOC). The Ordering Entity is responsible for notifying the awarded Contractor in writing (email is acceptable) of its unique requirements. For the purpose of example, below is a brief synopsis of some of the requirements CDOC has had and which may change as CDOC management or policy requires. An awarded Contractor has a responsibility to comply with such requirements and to ensure its personnel are also informed of each Ordering Entity’s special requirements.

Example: All awarded Contractor representatives, including sales staff, service technicians and delivery drivers that will enter the property of a CDOC facility will be subject to continuous NCIC background checks. Generally, persons previously convicted of a felony will not be allowed entrance to perform services within the security perimeter of any CDOC facility. Admittance to any CDOC facility or warehouse is at the sole discretion of the CDOC. An awarded Contractor that provides services to CDOC facilities is subject to CDOC rules and regulations, posted at <http://www.doc.state.co.us> and found under ‘Operations’, ‘Admin Regulations’; including but not limited to, #200-05 ‘Warehouse Guidelines’.

Delays due to CDOC facility schedules and unscheduled occurrences, such as lock downs, are a regular part of CDOC operations. Facility schedules may require an awarded Contractor's representatives to provide services at times that are out of the norm from the awarded Contractor's usual business hours. For example, delivery of products, inspection of its chemical dispensing systems, and training CDOC staff on the use of dispensing system may be needed during late evening hours when the facility's food service areas are not in full operation.

Example: Security instructions given to awarded Vendors and compliance with HIPAA Guidelines, at applicable locations, shall be adhered to throughout contract period.

Example: For the CDOC, the Contractor shall render services that meet the standard of quality established by healthcare facilities as provided by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), American Correctional Association (ACA), and in accordance with all state and federal laws and regulations concerning patient and inmate confidentiality.

- **ACTION: In its bid response, Bidder is to provide a statement it will comply with this requirement.**

3.14 State of Colorado Environmentally Preferable Purchasing (EPP) Policy.

Awarded Contractors are required to review and promote the **Colorado Environmentally Preferable Purchasing (EPP) Policy, Exhibit D**. The awarded Contractor is expected to provide products and services that supports the State's EPP Policy; and identifies and provides Green products in addition to its standard inventory. "Green" is determined by third party certification or registration (no self-certification), such as industry accepted entities like Energy Star, LEED, EPA, Green Seal, etc.

- **ACTION: In its bid response, Bidder is to provide a statement it will comply with this requirement.**

3.15 Travel Expenses.

Travel arrangements shall be agreed upon in writing (email acceptable) between the Contractor and Ordering Entity, at the time a service order is placed by the Ordering Entity. Charges for travel from the Contractor's main office to the Ordering Entity's job location, is subject to a maximum of \$100 per single day's service. The Contractor cannot bill for multiple days of travel unless its Technician is required by company policy to travel back and forth from the Contractor's main office to the Ordering Entity's job location. The Contractor must disclose to the Ordering Entity its travel policy. Mileage is charged only one-way from the main office (starting point) or branch where the technician is normally assigned, out to the Ordering Entity's job location(s) and is not charged for a round trip. Contractor cannot bill for both mileage and by job, only one or the other.

- **ACTION: As part of its bid response, using the Bidder Response Cost Workbook (Attachment 3), Bidder will complete and submit Tab 2 for section "Group 4, Related Services - Travel Expenses". Bidder to include a hardcopy of Tab 2 in its bid and the Workbook electronic file.**

3.16 Points of Contact and Hours of Operation

Point of Contact – Contract: An awarded Contractor shall designate a single representative to serve as the central point of contact for the State account. At a minimum, the awarded Contractor's contact person must be available Monday through Friday, 8 a.m. to 5 p.m. (MT). The awarded Contractor shall provide the contract representative's name, title, phone number, and email address; and shall provide written periodic updates (email is acceptable) to the SPO.

Point of Contact – Services: The State requires that the level of representation, meaning the number of awarded Contractor representatives and their experience level, is maintained to the State's satisfaction throughout the term of a Price Agreement. An awarded Contractor shall provide and maintain a contact sheet (list) that identifies the name, title, location, geographic coverage area(s), phone, and email address for all company representatives assigned to support the resulting Price Agreement; and shall provide written periodic updates (email is acceptable) to the SPO. The State reserves the right to approve changes in an awarded Contractor representation levels through the optional years of renewal of a resulting Price Agreement.

Additionally, an awarded Contractor shall designate a single representative to serve as the central point of contact for day-to-day customer services. This person is responsible for the overall relationship between an awarded Contractor (and its subcontractors, if applicable) and the State, and may be involved in high-level activities, such as account reviews. At a minimum, the awarded Contractor's contact person

must be available Monday-Friday, 8 a.m. to 5 p.m. (MT). The awarded Contractor shall provide the contact point's name, title, phone number, and email address; and shall provide written periodic updates (email is acceptable) to the SPO.

Hours of Operation: At a minimum, an awarded Contractor's services are expected to be provided during the following work hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. (Mountain Time), except State recognized holidays.

Technician services are scheduled for the standard 8 a.m. to 5 p.m., Monday through Friday, except State recognized holidays. All services outside of stated hours are considered "overtime" and may be charged per Technician.

An awarded Contractor is required to have a 24 hours a day / 7 days a week ("24/7") emergency contact number and shall notify the SPO of periodic written updates. Answering services, pagers and/or answering machines are NOT an acceptable means of communication for awarded Contractors. An awarded Contractor shall provide the hours of operation in writing to the SPO and periodic updates (email is acceptable).

- **ACTION: In its bid response, Bidder is to identify points of contacts, hours of operations, and emergency contact information to meet the requirements above. Describe your solution for optimal customer access.**

3.17 Administrative Transition Plan.

Many Ordering Entities using current Price Agreements will have to transition from their current accounts to the new awarded Contractor. An awarded Contractor is expected to have an administrative transition plan where it manages the transition from existing Price Agreements and customer base (Ordering Entities) from a current Contractor to the awarded Contractor's accounts. These services may include, but are not limited to, new account set-up, transfer of existing accounts, etc.; and can assist in making the transition smooth and timely.

3.18 Optional Programs.

This is NOT a mandatory element in the Bidder's response. However, the intent is to enable Bidders to offer other buyer incentives where using that Bidder's services provides a benefit. It may include, but is not limited to, discount programs such as offering additional discounts that are based on timeliness of payments; frequency of services orders; size of orders (by quantity or total cost and associated break points); by customer type (ie. higher education, schools, etc.); online/internet orders; or reaching a certain level of sales per quarter or year.

- **ACTION: In its bid response, if Bidder has any additional benefits/programs to offer the State (i.e. buyer and/or delivery incentives, discount programs, etc.), describe and outline them.**

3.19 Administration of Resulting Contract.

A. Reporting. Awarded Contractors are expected to establish a means to track and collect detailed sales information necessary for all Ordering Entities which are four (4) customer types: State Agencies "SA", Institutions of Higher Education "IHE", Political Subdivisions "PS", and eligible Non-Profit Organizations "NPO"; in addition to the specific services/goods being purchased. An awarded Contractor is required to submit dollar volume quarterly reports that indicates aggregate totals for all the Ordering Entities (SA, IHE, PS, NPO). One of the reports required is a Summary report. The other report is one that supports the Summary and it is the detailed sales transactions that show "who is buying what and at what price". A sample of a Summary and detailed reports is attached as **Exhibit E, Sample Quarterly Volume Reports - ABC Company - Summary and Detailed.** (See **Colorado Model Contract, Exhibit A** for additional performance and compliance information.)

B. Administrative Fee: The State of Colorado is authorized by statute to collect a fee for the administration of the resulting contract. The administrative fee is one percent (1%) of the total purchases made by all Colorado Ordering Entities. An awarded Contractor may adjust the unit pricing to include the State's administration fee by adding the fee to the price for the goods that would be billed on its invoice to Ordering Entities. (Note: the administrative fee shall not be listed as a separate line item on the invoice.) Payment of the administrative fee is made quarterly and is calculated from the reported quarterly sales (source documents- detailed and Summary reports). Administrative fees are paid quarterly to the State. (See **Colorado Model Contract, Exhibit A** for additional information.)

- C. Contract Term: The resulting State awards from this solicitation will be an initial price agreement(s) and will be effective upon a fully executed contract and end on approximately **8/31/2016**. It may be renewed for up to four (4) additional one-year periods, at the sole discretion of the State, contingent upon contractual requirements being satisfied and funds being appropriated, budgeted, and otherwise made available. By statutory authority, the State Purchasing Director may authorize resulting contracts greater than five (5) years per § 24-103-503, C.R.S.
- D. Model Contract: Except as modified herein, the standard State Contract Terms and Conditions and the **Colorado Model Contract, Exhibit A** included in this IFB shall govern this procurement and are hereby incorporated by reference. Note: the Model Contract lists the State's required legal provisions but does not include the specific scope of work and requirements for this IFB.

The Bidder is expected to review the Model Contract and note exceptions. Unless the Bidder notes exceptions in its bid, the conditions of the Model Contract will govern. The Bidder shall identify clearly and thoroughly any variations between its bid and the State's IFB. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as may be outlined or specified in the IFB.

Bidders are cautioned that requests for modifications to the terms and conditions constitute increased risk to the State and increased costs. Changes to Special Provisions are not permitted. The scope and magnitude of requested exceptions is an important consideration in the evaluation of a bid(s).

- **ACTION: In its bid response, Bidder is to provide a statement it agrees to the terms of the Colorado Model Contract, Exhibit A (without a statement of work and requirements) or identify exceptions to the terms.**

- E. Confidential and/or Sensitive Information: An awarded Contractor will come into contact with confidential information contained in the records and/or files of the State and Ordering Entities in the performance of its obligations under any resulting contract.
Such records and information shall be kept confidential, secure and in compliance with all laws and regulations. The awarded Contractor shall notify its employees that they are subject to the confidentiality requirements before its employee is permitted access to confidential data. The awarded Contractor shall provide and maintain a secure environment that ensures data confidentiality. The confidentiality of all information will be respected and no confidential information shall be distributed or sold to any third party nor used by the awarded Contractor or its assignees and/or retained in any files or otherwise by the awarded Contractor. Disclosure of such information may be cause for legal action and defense of any such action shall be the sole responsibility of the awarded Contractor.
- F. Point of Contact After Award. Inquiries regarding the price agreement are to be directed to the Sourcing Specialist at the State Purchasing Office managing the price agreement. Further, questions regarding orders are to be directed to the appropriate Ordering Entity as indicated on orders/purchase orders.
- G. Invoicing. Invoices for services shall be submitted directly to the Ordering Entity for which services were performed. Invoices must clearly show itemized list of inspections or service(s) performed, date service performed, location, and any parts authorized by the Ordering Entity. The Ordering Entities will not pay for any shop supplies charges unless prior authorization is given by the Ordering Entity for such supplies. (Detailed requirements are found in the **Colorado Model Contract, Exhibit A**.)

- **ACTION: In its bid response, Bidder is to provide a sample completed invoice. (Bidder may use a government's actual report – State or Local – as a completed sample.)**

3.20 Cost/Pricing. (Submit separately from the Minimum Functional Requirements, see **IFB Section 4.3.A**.)

- A. In addition to the minimum functional requirements portion of its bid (text), each Bidder submitting a bid to this solicitation is required to submit a completed **Bidder Response Cost Workbook (Attachment 3)** as part of its bid, and as directed in **IFB Section 3, Statement of Work**. The Bidder Response Cost Workbook has multiple data tabs and all pricing and notations shall be entered electronically into this Excel format. **NOTE:** Bidders are prohibited from making modifications to **Attachment 3**; no other pricing format will be accepted. This Bidder Response Cost Workbook is an Excel workbook and it includes space for Bidders to identify unit pricing for various fire protection systems inspections/tests and sale of new fire extinguishers. Pricing will NOT be considered if not

listed electronically on the bid form provided, **Bidder Response Cost Workbook (Attachment 3), Tab 2 – Fire Protection Services.**

Bidders shall include in their pricing all labor, applicable test equipment, and materials to complete the inspection/testing of fire protection systems. The State of Colorado agencies and most of the Ordering Entities (such as political subdivisions) are exempt from all Federal, State and Municipal excise, sales and use taxes.

Services Levels. The State will award on fire protection systems services separately from the portable fire extinguishers services and sales. **Bidders will identify in their bids that they will provide one of 4 levels:** a) only fire protection systems services (Group 3); b) fire protection system services and portable fire extinguisher services & sales (Group 1 and/or 2, Group 3); c) only portable fire extinguisher services and sales (Group 1 and/or 2); or d) only sales of portable fire extinguishers (Group 1 and/or 2).

Note: The services “Groups” are identified in the **Bidder Response Cost Workbook (Attachment 3), Tab 2 – Fire Protection Services.** The Group 4, Related Services is not a stand-alone service and is performed in conjunction with Groups 1, 2 and/or 3 services; it will not be awarded independently.

- B. **Price Increases:** An awarded Contractor may amend pricing once in each 12-month period thereafter the initial term of the contract. The awarded Contractor shall request any price increase in writing to the SPO at least 60 days prior to the anticipated increase, and such request shall justify the increase by describing verifiable awarded Contractor cost increases. Such requests shall contain complete documentation, and cost justifications which may be based on the Producer Price Index, Consumer Price Index, or similar industry pricing guides, and increases cannot exceed 5% for any renewal period. Such price changes must be accepted by the SPO and become effective by amendment to the awarded contract.
- C. **Price Decreases:** An awarded Contractor shall pass any price decreases immediately on to Ordering Entities.

➤ **ACTION:** As part of its bid response, using the **Bidder Response Cost Workbook (Attachment 3), Bidder will complete and submit Tab 2, Fire Protection Systems Services. These worksheets enable Bidders in offer a bid for the most economical price for all services and/or products. Bidder to include a hardcopy of Tab 2 in its bid and the Workbook electronic file.**

(Reminder: submit the Cost Bid separately from the Minimum Functional Requirements portion, refer to **Section 4.3.B, Cost/Pricing Bid.**)

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