

EXHIBIT G

Empire Fire & Safety, Inc.

Statement of Work with Clarifications

On IFB-CM-16-001 Fire Protection Systems Services and Portable Fire Extinguishers

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.*

Empire Fire & Safety, Inc. (Empire Fire) has been in business in Colorado since 2006 and has successfully serviced the current State awarded Price Agreement since 2009, covering the entire State of Colorado. Additionally, we provide services to multiple municipalities to include: City of Aurora, City of Loveland, and the City/County of Denver. These and many other price agreement accounts have been serviced for minimum of three years. Services include: Fire Alarms, Fire Sprinklers, Fire Extinguishers, Special Hazard Systems, Overhead Hood Systems and Backflows.

3.2 Subcontractor/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, and etc.

In order to better serve our customers in some locations, Empire Fire may elect to partner with subcontractors in the future and will notify the State Purchasing Office as required.

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.*

Empire Fire offers services for all 7 Regions:

- 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.**

3.4 General Performance expectations for Awarded Contractor & 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 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.

Empire Fire will comply with the expectations as an Awarded Contractor, as stated in this 3.4. Empire Fire & Safety's main office is located in Northglenn, CO and has warehouses in Larkspur, Ft. Collins, and Sterling. Empire Fire currently employs 24 people and 12 are certified technicians.

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, etc.)
- 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 applicable NFPA Standards (latest edition).

- The National Fire Protection Association (NFPA), service and maintenance requirements for systems are found in the applicable NFPA Standards (latest edition).
- Applicable Compressed Gas Association (CGA) publications.

Empire Fire will comply with all requirements stated in 3.5. We will provide a list of certification documents annually and upon the State's request.

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. 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.

Empire Fire will comply with all requirements stated in 3.6.

3.7 Ordering and Delivery.

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.*

Empire Fire offers customers the choice of placing Orders several ways although via email is preferred. When placing an order for testing and inspections of fire protection systems and portable fire extinguishers or requesting additional fire extinguishers, contact us at:

- **Email:** customerservice@empirefiresafety.com (preferred method)
- **Phone:** (303) 451-0975
- **FAX:** (303) 920-9298
- **Online Website:** <http://www.empirefiresafety.com>

Empire Fire will have new Ordering Entities complete our "Account Activation Form" to enable set up as a new customer. This form can be obtained by calling out office at (303) 451-0975 or by email at customerservice@empirefiresafety.com. Credit applications are required for non-profit organizations. Empire Fire accepts payment with procurement (credit) cards as well as checks, electronic funds transfers, and cash.

B. 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.

Empire Fire's inventory is readily available for standard commercial grade portable (not water pressurized) fire extinguishers in our service vehicles and warehouses.

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.

Empire Fire considers water pressurized portable fire extinguishers (offered as Cold Fire brand) as a special order and may require up to 10 days for delivery.

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.

Empire Fire's return policy allows items to be returned if they are in unused, new condition, in the original packaging, and within 30 days of delivery. A customer would contact our service desk to request a return of merchandise where they will be given a return authorization number to place on the package being returned. The customer will also receive instructions on what method of return will be accepted for that particular item. (Some items, such as filled fire extinguishers, are considered "hazardous materials" and can be shipped only by ground transport.) Returns may be subject to a 20% restock fee dependent upon several factors (i.e. stock item, condition of returned item). Special ordered items may have an additional return fee if the manufacturer charges Empire Fire for the return.

3.8 Portable Fire Extinguishers.

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

Services: inspections, testing, and recharging.

Sales: Sale of new extinguishers.

Specifications: Refer to **Exhibit H, 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 Entity's written approval to make specific swap outs of equipment.

Empire Fire agrees to comply with these expectations. Empire Fire plans to inspect all fire extinguishers onsite and will either swap out or leave loaner fire extinguishers for those that need to be taken in for service. This does not apply to Coldfire fire extinguishers.

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
- Biodegradable
- Non-toxic
- Non-corrosive
- Long shelf life
- Fire Extinguisher Tanks can be repressurized.

Empire Fire offers Cold Fire brand products for this category of water pressurized portable fire extinguishers, chemicals for recharging, and services in compliance with this 3.8.B. Customers may

purchase the filled extinguishers and the chemical solutions as described in the pricing list (Exhibit B of the contract). The chemical solutions are diluted with water and pressurized using an air compressor, and can be refilled (or repressurized) by the customer or by Empire Fire. In an effort to further educate the customer (user), Empire Fire will place a label on the filled fire extinguisher unit (green background with white lettering) stating "Intended for vehicle use only". Empire will also provide a safety information sheet to the customer and who is expected to sign their acknowledgement of receipt. A copy of the signed information sheet will be emailed to the customer for their records. Because this Cold Fire product can be used for Class A and B fires, Empire Fire wants to ensure the customer is aware of the product's intended use and the product's limitations.

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
- Biodegradable
- Non-toxic
- Non-corrosive
- Long shelf life
- Fire Extinguisher Tanks can be repressurized.

Empire Fire offers Cold Fire brand products for this category of water pressurized portable fire extinguishers with an added anti-freezing agent (rated to -50 degrees), chemicals for recharging, and services in compliance with this 3.8.B. Customers may purchase the filled extinguishers and the chemical solutions as described in the pricing list (Exhibit B of the contract). These chemical solutions **cannot be diluted** but can be pressurized using an air compressor, and can be refilled (or repressurized) by the customer or by Empire Fire. In an effort to further educate the customer (user), Empire Fire will place a label on the filled fire extinguisher unit (green background with white lettering) stating "Intended for vehicle use only". Empire will also provide a safety information sheet to the customer and who is expected to sign their acknowledgement of receipt. A copy of the signed information sheet will be emailed to the customer for their records. Because this Cold Fire product can be used for Class A and B fires, Empire Fire wants to ensure the customer is aware of the product's intended use and the product's limitations.

3.9 Fire Protection Systems Services.

Services: inspections and testing.

Specifications: Refer to **Exhibit H, 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. (For portable fire extinguishers, see **Section 3.8.**) Services shall include and services shall be performed in accordance with the applicable State, Federal, and recognized industry agents' regulations for the following:

- A. Backflow Prevention Systems
- B. Fire Sprinkler Systems
- C. Fire Detection and Alarm Systems
- D. Emergency-Exit Lighting Systems
- E. Commercial Overhead Hood Fire Suppression Systems
- F. Special Hazard Systems (i.e. dry-chemical, wet-chemical, HALO, and CO2 suppression systems)
- G. Automatic Fire Pumps
- H. Standpipes/Hoses.

Empire Fire will comply in providing services with all requirements stated in 3.9.

3.10 Service-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.

Empire Fire will comply with these expectations.

3.11 Insurance. *(See Insurance Requirements in the Price Agreement.)*

Empire Fire shall maintain adequate insurance coverage per the State of Colorado Requirements.

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 related services. Such practices shall be provided to the State in writing at least once a year or as updated.

Empire Fire & Safety's sustainability practices include, but are not limited to, recycling of paper and cardboard products; recycle used fire extinguishers; chemicals; and the reuse of water when hydrostatic testing. In addition, deliveries and inspections/testing services are scheduled for the same area/time for multiple customer services to minimize fuel consumption and carbon footprint.

3.13 Agency-Specific 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.

Empire Fire will comply with all requirements stated in 3.13.

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**. 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.*

Empire Fire will comply as able with all requirements stated in 3.14.

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.

Empire Fire travel expenses are charged at the rate of \$.50/mile but not to exceed \$100.00 per single day's service.

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.

Empire Fire's POC-Contracts:

Dave Walker, Service Manager
10475 Irma Dr. #17
Northglenn, CO 80233
Office: (303) 451-0975
Cell: (303) 217-1438
Email: davewalker@empirefiresafety.com

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.

Empire Fire's POC – Services:

Elisabeth Barron, Office Manager
10475 Irma Dr. #17
Northglenn, CO 80233
Office: 303-451-0975
Email: elisabeth@empirefiresafety.com

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).

Empire Fire's - Hours of Operation: Monday through Friday, 6:00 a.m.-4:30 p.m. (MT)
Office: (303) 451-0975

Empire Fire's - After Hours: (303) 451-0975 (in-coming call will be forwarded to on-call technician)

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.

Since Empire Fire & Safety, Inc. has had the single State Price Agreement for the last five years, many Ordering Entities are already in our customer base. A new Ordering Entity is required to complete an Account Activation Form provided by Empire Fire which also has the customer's equipment services history.

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.

Empire Fire is not offering any special programs at this time.

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".*

Empire Fire currently uses Quickbooks to track and capture sales information for each price agreement customer. The work orders and invoicing will include the customer type (SA, PS, HE, NP) and what services were provide for each customer. Quickbooks enables an Excel export to comply with the State's reporting needs for the quarterly detailed and summary sales 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.*

Empire Fire & Safety will comply with these expectations. The 1% fee was included in the offered pricing for goods/service and will not appear as a separate line item on invoices.

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 9/30/2016. 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.*

Empire Fire understands and agrees to comply with all requirements and the actual contract end date established in the Price Agreement.

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).

Empire Fire preliminarily agreed to the terms of the Colorado Model Contract, (Exhibit A, of the IFB), without a statement of work and requirements. By our signature of the Price Agreement, we accept the current terms and conditions.

- 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.*

Empire Fire will comply with these expectations.

- 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.*

Empire Fire will comply with these expectations.

- 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.*

Empire Fire will comply with these expectations.

3.20 Cost/Pricing.

- 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.*

Empire Fire will comply with these expectations.

- 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.*

Empire Fire will comply with these expectations.

- C. Price Decreases:** *An awarded Contractor shall pass any price decreases immediately on to Ordering Entities.*

Empire Fire will comply with these expectations.

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