

CONTRACT AMENDMENT

Amendment #2	Original Contract CMS # 83792	Amendment CMS # 171625
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1. PARTIES

This Amendment to the above-referenced Contract (hereinafter called "Contract") is entered into by and between **LW Enterprises, Inc. dba Alarmspecialists, Inc.** (hereinafter called "Contractor"), and the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office, (hereinafter called the "State").

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

- A. The Parties entered into a Contract, effective October 7, 2015, which authorizes the utilization of Fire Protection Services as set forth in the State of Colorado's Contract, number 2016-0000-0000-0000-0133.
- B. LW Enterprises, Inc. dba Alarmspecialists was renewed via a unilateral Option Letter #1 (CMS # 94668), on September 23, 2016, for an additional twelve (12) month term, which expired on September 30, 2017.
- C. LW Enterprises, Inc. dba Alarmspecialists was renewed via a unilateral Option Letter #2 (CMS # 104452), on September 8, 2017, for an additional twelve (12) month term, which expired on September 30, 2018.
- D. LW Enterprises, Inc. dba Alarmspecialists was renewed via a unilateral Option Letter #3 (CMS # 113433), on September 6, 2018, for an additional twelve (12) month term, which expired on September 30, 2019.
- E. LW Enterprises, Inc. dba Alarmspecialists was renewed via a unilateral Option Letter #4 (CMS # 141474), on September 17, 2019, for an additional twelve (12) month term, which expires on September 30, 2020.
- F. The Parties entered into Amendment #1 (CMS # 164114), effective October 1, 2020, which extended the Contract through September 30, 2021. Further, the Amendment updated the Colorado Special Provisions Section of the Contract.

4. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior Amendments thereto, if any, remain in full force and effect except as specifically modified herein.

5. MODIFICATIONS

- A. This Amendment shall extend the current term through September 30, 2022.
- B. This Amendment shall modify Exhibit B of the Contract, to account for pricing changes in the product offerings. Exhibit B shall now become Exhibit B-1, as per the attached. Further, all references in the Contract to Exhibit B, shall now be referenced to Exhibit B-1.

6. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any Amendment shall always control other provisions in the Contract or any Amendments.

7. AVAILABLE FUNDS

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the Participating State is relying on their representations to that effect.

<p>CONTRACTOR LW Enterprises, Inc., dba Alarmspecialists, Inc. Barrie L. James</p> <p>By: _____ Title: <u> Vice President </u></p> <p>DocuSigned by: <i>Barrie L. James</i> <small>29150AA20E5447B</small> Signature 9/29/2021</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, GOVERNOR Department of Personnel and Administration Kara Veitch, Executive Director</p> <p>By: _____ John Chapman, State Purchasing Manager</p> <p>DocuSigned by: <i>John Chapman</i> <small>EE457D089E44</small></p> <p>Date: <u> 9/30/2021 </u></p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This **Amendment** is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER

DocuSigned by: Robert Jaros, CPA, MBA, JD

By: _____
Joe Weber
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Date: 9/30/2021

EXHIBIT B-1, PRICING AND RATES FOR FIRE PROTECTIONS SYSTEM SERVICES & PORTABLE FIRE EXTINGUISHERS

Group 1: Commercial Grade Fire Extinguishers - Not Water-Pressurized (unit price shall include wall bracket)										
	Desired Size	Rating	Sample Brand	Primary Brand (equivalent to or exceeds Sample brand)	Primary Brand's SKU	New Equipment Purchase (includes bracket)	Inspection - Annual	Internal Inspection - 6 Year	Inspection - Hydro Test - 12 Year	Recharge (includes labor/chemicals)
1A	Dry Chemical Extinguishers			Comments:	(enter comments, if needed for explanation)					
A1	2.5 Pound	1A:10B:C	Badger	Buckeye	x	\$ 31.11	\$ 4.00	\$ 5.00	\$ 25.00	\$ 20.00
A2	5 Pound	2A:40B:C or 3A:40B:C	Badger	Buckeye	x	\$ 40.59	\$ 4.00	\$ 5.00	\$ 25.00	\$ 20.00
A3	6 Pound	3A:40B:C	Badger	Buckeye	x	\$ 40.59	\$ 4.00	\$ 5.00	\$ 25.00	\$ 20.00
A4	10 Pound	4A:60B:C	Badger	Buckeye	x	\$ 62.88	\$ 4.00	\$ 5.00	\$ 25.00	\$ 20.00
A5	20 Pound	6A:80B:C	Badger	Buckeye	x	\$ 113.33	\$ 4.00	\$ 5.00	\$ 25.00	\$ 24.00
A6	30 Pound	20A:80B:C	Badger	Buckeye	x	Quote	\$ 4.00	\$ 5.00	\$ 25.00	\$ 30.00
1B	CO2 Fire Extinguishers (5 year)			Comments:	(enter comments, if needed for explanation)					
B1	5 Pound	5B:C	Badger	Victory	x	\$ 140.00	\$ 4.00	\$ 5.00	\$ 30.00	\$36.00
B2	10 Pound	10B:C	Badger	Victory	x	\$ 222.00	\$ 4.00	\$ 5.00	\$ 30.00	\$48.00
B3	15 Pound	10B:C	Badger	Victory	x	\$ 258.00	\$ 4.00	\$ 5.00	\$ 30.00	\$57.00
B4	20 Pound	10B:C	Badger	Victory	x	\$ 305.00	\$ 4.00	\$ 5.00	\$ 30.00	\$74.00
1C	Wet Chemical			Comments:	(enter comments, if needed for explanation)					
C1	6 Liter	K Class	Badger	Victory	x	\$ 199.00	\$ 4.00	\$ 5.00	\$ 30.00	\$ 130.00
C2	2.5 Gallon	K Class	Badger	Victory	x	\$ 246.00	\$ 4.00	\$ 5.00	\$ 30.00	\$ 130.00
1D	Water Units			Comments:	(enter comments, if needed for explanation)					
D1	2.5 Gallon	2A	Badger	Victory	x	\$ 164.00	\$4.00	\$5.00	\$ 30.00	Quote

Desired Size	Rating	Sample Brand	Primary Brand	Primary Brand's SKU	New Equipment Purchase (includes bracket)	Inspection - Annual	Internal Inspection - 6 Year	Inspection - Hydro Test - 12 Year	
1E			Comments:					(enter comments, if needed for explanation)	
Foam Units									
E1	2.5 Gallon	1A:30B	Badger	Badger	x	\$ 411.00	\$ 4.00	N/A	N/A

1F									
Wheeled Units									
Comments:									
(enter comments, if needed for explanation)									
F1	50 Pound	30A:160B:C	Badger	Victory	x	\$ 1,882.00	\$ 5.00	Quote	Quote
F2	150 Pound	40A:240B:C	Badger	Badger	x	\$ 4,352.00	\$ 5.00	Quote	Quote

1G									
Other Brands of Fire Extinguishers Offered									
	Badger		x		x		x		x
	Amerex		x		x		x		x
	Ansul		x		x		x		x

Group 2: Fire Extinguishers - Water-Pressure Type (water-based used for closed electrical circuit only, i.e vehicles)

Desired Size	Rating (UL, EPA, NFPA, Etc.)	Primary Brand	Primary Brand's SKU	Offered Size/ Container	New Equipment Purchase (includes bracket)	Recharge (includes labor/ chemicals)	Annual Inspection (if required)	
2A		Standard formulation/ Tanks		Comments: (enter comments, if needed for explanation)				
A1	2 Liter	N/A	N/A	N/A	N/A	N/A	N/A	
A2	4 Liter	N/A	N/A	N/A	N/A	N/A	N/A	
A3	1.5 Gallon	x	Amerex					
A4	2.5 Gallon	x	Amerex					
A5	5 Gallon	N/A	N/A	N/A	N/A	N/A	N/A	
A6	13 oz Spray Can (not UL rated)	N/A	N/A	N/A	N/A	N/A	N/A	

Desired Size	Rating (UL, EPA, NFPA, Etc.)	Primary Brand	Primary Brand's SKU	Offered Size/ Container	Unit Pricing	
2B		Chemical/Solution Only		Comments: (enter comments, if needed for explanation)		
B1	1 Quart	x	x	x	N/A	
B2	1 Gallon	x	x	x	N/A	
B3	5 Gallons	x	x	x	N/A	
B4	10 Gallons	x	x	x	N/A	
B5	20 Gallons	x	x	x	N/A	
B6	50 Gallons	x	x	x	N/A	
B7	250 Gallons	x	x	x	N/A	

3G		Automatic Fire Pumps	Comments: (enter comments, if needed for explanation)						
G1	500 GPM Pump							per Pump	\$ 412.00
G2	750 GPM Pump							per Pump	\$ 442.00
G3	1000 GPM Pump							per Pump	\$ 471.00
G4	1500 GPM Pump							per Pump	\$ 529.00
G5	2500 GPM Pump							per Pump	\$ 529.00

3H		Standpipes/Hoses	Comments: (enter comments, if needed for explanation)							
H1	Inspection - Wet or Dry System							per System	\$ 100.00	\$ 100.00
H2	Per Hour							per Hour	\$ 100.00	\$ 100.00

3E		Commercial Overhead Hood Fire Suppression Systems	Comments: (enter comments, if needed for explanation)							
E1	Inspection - Wet System							per System	\$ 200.00	\$ 200.00
E2	Inspection - Dry System							per System	\$ 200.00	\$ 200.00
E3	Replace: Fusible Link - 165 or 212 Degree							each Link	\$ 9.00	\$ 9.00
E4	Replace: Fusible Link - 360 or 460 Degree							each Link	\$ 9.00	\$ 9.00
E5	Replace: Fusible Link - 500 Degree							each Link	\$ 8.25	\$ 8.25
E6	Replace: Blow Off Cap - Rubber							each Cap	\$ 9.00	\$ 9.00
E7	Replace: Blow Off Cap - Metal							each Cap	\$ 14.50	\$ 14.50
E8	Replace: Break Rods							each Rod	\$ 2.50	\$ 2.50

3F		Special Hazard Systems	Comments: (enter comments, if needed for explanation)							
F1	Per Hour									\$ 100.00

3G		Automatic Fire Pumps	Comments: (enter comments, if needed for explanation)						
G1	500 GPM Pump							per Pump	\$ 412.00
G2	750 GPM Pump							per Pump	\$ 442.00
G3	1000 GPM Pump							per Pump	\$ 471.00
G4	1500 GPM Pump							per Pump	\$ 529.00
G5	2500 GPM Pump							per Pump	\$ 529.00

3H		Standpipes/Hoses	Comments: (enter comments, if needed for explanation)							
H1	Inspection - Wet or Dry System							per System	\$ 100.00	\$ 100.00
H2	Per Hour							per Hour	\$ 100.00	\$ 100.00

H2	Per Hour							\$ 206.00	per Hour	\$ 100.00
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Group 4: Related Services									
4Trvl	Travel Expenses			Comments: (enter comments, if needed for explanation)					
	Note: maximum chargeable is \$100 per single day's service. Cannot bill for multiple days unless Technician travels back and forth. - Mileage is charged only one-way from main office (starting point), out to the Customer's site, and is not charged for round trip. - Technician's travel time to and from job location is not chargeable. - Vendor cannot bill for both mileage and by job, only one or the other.								
TR1	75 - 150 miles						Per Mile	\$ 1.00	by Job
TR2	151 - 250 miles						Per Mile	\$ 1.00	by Job
TR3	over 251 miles						Per Mile	\$ 1.00	by Job

4OT	Overtime			Comments: (enter comments, if needed for explanation)					
	Note: Technician services are scheduled for normal business hours - 8 a.m. to 5 p.m., Monday through Friday, except State recognized holidays. - All services out side of stated hours is considered "overtime" and charged per Technician.								
OT1	5:01 p.m. to 12:00 a.m.								Per Hour \$ 142.50
OT2	12:01 a.m. to 7:59 a.m.								Per Hour \$ 142.50
OT3	Weekends (Saturday and Sunday)								Per Hour \$ 142.50
OT4	Holidays (State recognized)								Per Hour \$ 190.00

4Serv	Services - Repairs			Comments: (enter comments, if needed for explanation)					
	Note: Services for minor repairs of fire protection systems up to \$25,000 per fiscal year (aggregate) for State Agencies are acceptable under an awarded Price Agreement in conjunction with other services provided (inspection/testing and/or sale of extinguishers).								
SR1	Technician						per Hour	\$ 95.00	\$ 95.00
--END--									