

**ADAMS COUNTY, COLORADO
PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 10th day of May 2013, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Systems Group, located at 14818 West 6th Ave. Ste 6-A, Golden, CO 80401 hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2013.023 and the Contractor's response to the RFP 2013.023 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of: Sixty Six Thousand Six Hundred Ten Dollars (\$66,610.00) per year.

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may

immediately terminate this Agreement or amend it accordingly. The County is subject to the revenue and spending limitations of the Taxpayer's Bill of Rights (TABOR), Colorado Constitution, art.X, §20, and § 29-1-301, C.R.S., as amended.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:** The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
 - 8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.
 - 8.1.1. Each Occurrence: \$1,000,000
 - 8.1.2. General Aggregate: \$2,000,000

 - 8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.
 - 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
 - 8.2.2. Personal Injury Protection: Per Colorado Statutes

- 8.3. Workers' Compensation Insurance: Per Colorado Statutes
- 8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
- 8.4.1. Each Occurrence: \$1,000,000
- 8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverages or policies required under this Agreement.

9. TERMINATION:

- 9.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to

the Contractor of such termination and specifying the effective date thereof.

- 9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

10. MUTUAL UNDERSTANDINGS:

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.3. OSHA: Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.
- 10.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) Immediately upon hand delivery; or (3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Facilities Dept
Contact: Waine Risley/Mike Holub
Address: 4430 South Adams Parkway
City, State, Zip: Brighton, CO 80601
Phone: 720-523-6004/ 720-641-6235
E-mail: wrisely@adcogov.org/mholub@adcogov.org

Department: Adams County Purchasing
Contact: Jennifer Tierney
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6049
E-mail: jtierney@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: Systems Group
Contact: Katie Asbury
Address: 14818 West 6th Ave
City, State, Zip: Golden, CO
Phone: 303-298-7900
E-mail: Katie@systemsgroup.us

- 10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties

and obligations herein described.

11. CHANGE ORDERS OR EXTENSIONS:

- 11.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that

the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Board of County Commissioners

[Signature] Date 5-21-13
Chair

SYSTEMS GROUP

[Signature] Date 5/10/13
Signature

Deborah A. Ballman Title Managing member
Printed Name

Attest:

Karen Long, Clerk and Recorder

[Signature]
Deputy Clerk



Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION:

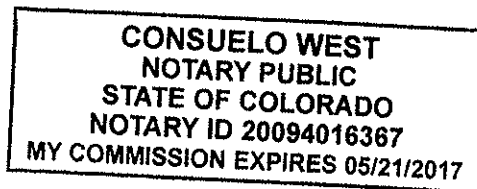
COUNTY OF Jefferson)

STATE OF COLORADO)SS.

Signed and sworn to before me this 10th day of May, 2013,

by Deborah A. Ballman,

[Signature]
Notary Public



My commission expires on: 05/21/2017

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Systems Group
Company Name

5-10-13
Date

Deborah A. Bailman
Signature

Deborah A. Bailman
Name (Print or Type)

Managing Member
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

EXHIBIT A

1. The Adams County Board of Commissioners by and through its Purchasing Agent is accepting proposals from qualified contractors to provide inspection, testing, maintenance, repair and programming to fire alarm systems, smoke control systems and fire sprinkler systems. Provide on-call emergency response, backup and emergency support in areas of programming and repair as needed.
2. The fire alarm systems and fire sprinkler systems inspection, testing and repair contract will be for (1) one-year with three (3) one (1) year options to renew.
3. Written questions may be submitted through March 12, 2013. All questions are to be submitted to Ms. Jennifer Tierney, Contract Administrator by E-mail at jtierney@adcogov.org. An addendum answering questions will be issued no later than March 19, 2013.
4. There will be a mandatory pre-bid conference on March 7, 2013 at 1:00 PM at the Adams County Government Center, Conference Center Clear Creek F, 4430 S. Adams Parkway, Brighton, CO 80602, those in not in attendance at the mandatory pre-bid conference will not be able to submit a proposal.

5. Proposals

- 5.1. Sealed proposals for consideration will be received at the office of the Purchasing Manager, Adams County Administration Building, 4430 S. Adams Parkway, Brighton, Colorado, 80601, up to **2:00 P.M.** March 26, 2013, at this time the names of the companies submitting proposals will be read out loud. The proposal opening time shall be according to our clock. Proposals may be mailed or delivered in person, but must be in a sealed envelope. No proposals will be accepted after the time and date established above, except by written addenda.
- 5.2. The proposal must be submitted on a CD in PDF Format **as one document**. Brochures or other supportive documents may be included with the proposal narrative.
- 5.3. The two proposal signature pages "**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**" Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08 and the "**PROPOSAL FORM**" acknowledging the receipt of addendum(s) must be signed and included as hard copy with the CD. These are the last two pages of the RFP.
- 5.4. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve months from the date of this opening.
- 5.5. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Department.
- 5.6. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 5.7. The County assumes no responsibility for failure of any telephone equipment, either within its facilities or from outside causes.

- 5.8. The County assumes no responsibility for quotations being either opened early or improperly routed if the envelope is not clearly marked on the outside: **Fire Alarm System and Fire Sprinkler System Inspection, Testing and Repair Service 2013.023.**
- 5.9. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County Offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the Adams County Offices.
- 5.10. Proposals must be furnished in the format described by Adams County. Failure to proposal in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 5.11. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 5.12. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.
- 5.13. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to any proposal which does not meet bonding requirements, or proposals which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or proposals from offerors who lack experience or financial responsibility, or proposals which are not made to form. The County reserves the right not to award proposals to the lowest and most responsive and responsible offeror, and may require new proposals.
- 5.14. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 5.15. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.
- 5.16. A formal contract will be required, a sample contract has been attached as "Exhibit A", the Proposer agrees and understands a Notice of Award does not constitute a contract or otherwise create a property interest of any nature until an Agreement is signed by the awardee and the Board of County Commissioners.
6. Adams County is an Equal Opportunity Employer.
7. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 7.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
- 7.1.1. Each Occurrence \$1,000,000
- 7.1.2. General Aggregate \$2,000,000

- 7.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- | | |
|--------------------------------------|-----------------------------|
| 7.2.1. Bodily Injury/Property Damage | \$1,000,000 (each accident) |
| 7.2.2. Personal Injury Protection | Per Colorado Statutes |
- 7.3. Workers' Compensation Insurance: Per Colorado Statutes
- 7.4. The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
- 7.4.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 7.4.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
- 7.4.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 7.5. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 7.6. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 7.7. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
- 7.8. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 7.9. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- 7.10. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 7.11. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.

- 7.12. The insurance companies issuing the policy or policies shall have no response against Adams County for payment of any premiums due or for any assessments under any form of any policy.
- 7.13. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 7.14. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
8. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
9. Adams County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award
10. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 10.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 10.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 10.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 10.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

- 10.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 10.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 10.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 10.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

End General Information

11. SCOPE OF WORK

- 10.1 Unless otherwise specified, the successful contractor shall furnish all labor, supervision, materials, tools, equipment, parts and incidentals necessary for the inspection, testing and repair for the fire alarm systems at county facilities. The contractor shall provide the cost of all required testing and inspections. At the time of inspection the contractor will provide a proposal for all necessary corrective actions. Inspections occur at different times of year, some inspections may have already been conducted for the year prior the contract being awarded. Previous reports have been attached as exhibit "B" for reference.
- 10.2 The successful contractor must be in full compliance with any and all manufacturer certifications, specifications, building codes, and fire codes, local, state and federal regulations when submitting this proposal. The contractor shall include the cost of all required permits, testing and inspections. The successful contractor must be in full compliance with any and all certifications, manufacturer specifications, building codes, and fire codes, local, state and federal guidelines when submitting this proposal.

Adams County Service Center 4201 E. 72 nd . Ave Commerce City 100,000 Sq Ft 2 Elevators		
Children & Family Center 7401 N. Broadway Denver, Co 48,000 Sq Ft 3 Elevators		
Riverdale Golf Course 13300 Riverdale Rd. Brighton Co 13,885 Sq Ft		
Adams County DA Building 1000 Judicial Center Dr. Brighton, Co 65,000 Sq Ft 2 Elevators		
Adams County Animal Shelter 10705 Fulton St. Brighton, Co 40,000 Sq Ft		



ADAMS COUNTY
COLORADO

THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # _____ Addenda # _____
If None, Please write NONE.

Company Name	Date
Address	Signature
City, State, Zip Code	Printed Name
County	Title
Telephone	Fax
E-mail Address	

EXHIBIT "A"

SAMPLE ONLY
ADAMS COUNTY, COLORADO
PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2011, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and _____, located at _____, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

SECTION I - SERVICES OF THE CONTRACTOR

Describe services or work to be performed by Contractor. The services described must be in conformance with the bid, if any, and should incorporate the RFP and Response thereto. Please insure that there are no inconsistencies between the RFP, the Response and this Contract.

Emergency Services In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

SECTION II - COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- H. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

SECTION III - RESPONSIBILITIES OF THE COUNTY

The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

Describe other responsibilities, if any, to be performed by County.

SECTION IV - TERM

The term of this Agreement shall be from _____, through _____.

SECTION V - PAYMENT AND FEE SCHEDULE

The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of _____ dollars (\$).

A. Invoices

Invoices will be submitted to the County by the Contractor on a _____ (monthly, quarterly, biannual, or annual) basis for services performed under this Agreement. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

B. Fund Availability

The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

SECTION VI - INDEPENDENT CONTRACTOR

In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant or subcontractor of the Contractor shall be deemed to be an employee, agent or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

SECTION VII - NONDISCRIMINATION

The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

SECTION VIII - INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages or other liabilities,

including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

SECTION IX – INSURANCE

The Contractor agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
Personal Injury Protection	Per Colorado Statutes

Workers' Compensation Insurance: Per Colorado Statutes

* Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
-----------------	-------------

* This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

The Contractor must provide proof of the insurance coverages or policies required under this Agreement.

SECTION X - TERMINATION

A. For Cause

If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

B. For Convenience

The County may terminate the Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If the Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under the Agreement, less payments previously made to the Contractor under the Agreement.

SECTION XI - MUTUAL UNDERSTANDINGS

A. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17th Judicial District, Colorado.

B. Compliance with Laws

During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), passed as part of the American Recovery and Reinvestment Act of 2009, effective February 17, 2010, when exposed to or provided with any data or records under this Subcontract that are considered to be "Protected Health Information."

C. Record Retention

The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

D. Assignability

Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

E. Waiver

Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

F. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

G. Notice

Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For the County:

Agency Name

and

Adams County

Attorney's Office

Address: 4430 South Adams County Parkway

Brighton, Colorado 80601

Name of Contact Person

Phone: 720. 523-6116

Fax: 720. 523.6114

Fax:

For the Contractor:

Name

Address

Name of Contact Person

Phone:

Fax:

H. Integration of Understanding

This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

I. Severability

If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

J. Authorization

Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

SECTION XII - CHANGE ORDERS OR EXTENSIONS

- A. The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including but not limited to additional instructions, additional work, and the omission of work previously ordered. Such changes, including any increases or decreases in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the County and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- B. The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
KAREN LONG
CLERK AND RECORDER

APPROVED AS TO FORM:

Adams County Attorney's Office

Deputy Clerk

CONTRACTOR

Name

Date

Title

Signed and sworn to before me on this _____ day of _____, 2011 by

_____.

Notary Public

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

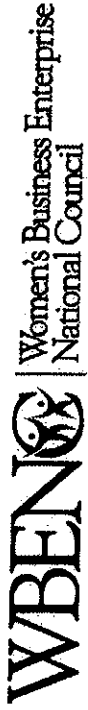
Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

EXHIBIT "B"



hereby grants

National Women's Business Enterprise Certification

to

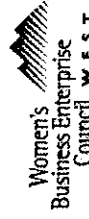
FAS Systems Group, LLC
dba
Systems Group, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - West, a WBENC Regional Partner Organization.

Pamela Williamson, Ph.D.

Authorized by Pamela S. Williamson, Ph.D., President/CEO,
Women's Business Enterprise Council - West



Expiration Date: 10/31/2013
WBENC National Certificate Number: 252088

NAICS Codes: 561621
UNSPSC Codes: 46191505, 92121702



Section 6

Systems Group

14818 W 6th Avenue, Unit 6A

Golden, CO 80401

Phone: (303) 298-7900

Fax: (303) 650-5667

Customer Name:	_____
Property Name:	_____
Address:	_____
Work Order #	_____

Addendum Form

During a recent visit to the above referenced project, the below areas of concern were noticed. As a professional courtesy, Systems Group encourages the Owner or Authorized Agent to further investigate for possible repair or correction. These areas of concern are NOT within the inspection scope of NFPA 25 (Inspection, Testing and Maintenance of Water Based Fire Protection Systems), nor NFPA 72 (Standard for Fire Alarm Systems) and therefore not related to any current or prior inspection findings.

Inspector Name: Leonard Haubert Date: _____

Customer Name (print): _____ Customer Signature: _____



Systems Group

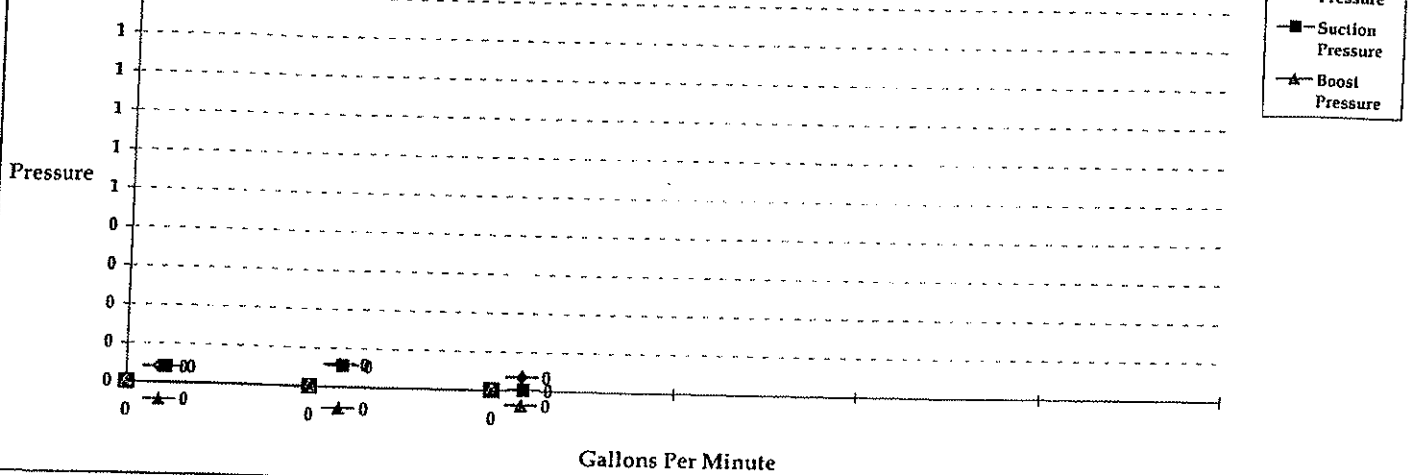
14818 W 6th Avenue, Unit 6A Golden, CO 80401

FIRE PUMP PERFORMANCE TEST

Location: _____ Date: _____
 Address: _____ Contact: _____
 City: _____ Phone: _____
 State: Colorado Zip: _____

Pump Information	Shaft		Manufacturer		Approved		Shop or Serial No.			Model Number					
	<input checked="" type="checkbox"/>	Horiz.			<input checked="" type="checkbox"/>	Yes									
		Vert.				No									
	Gallons/minute	Rated Head/Ft.	Net		Impellor Dia.	City Supply	Suction Size	Discharge Size	No. Stages						
GPM	Ft. Hd.		PSI		<input checked="" type="checkbox"/> Yes	Inch	Inch								
Rated RPM	Max Psi Devel.	Net psi@150%		Max B.H.P	Inner Bearing	Outer Bearing	Tank Supply	Tank Height							
RPM	PSI		PSI				N/A	Yes	Feet						
Driver	Manufacturer		Approved		Shop or Serial No.		Model Number		Horse Power		Rated RPM				
			<input checked="" type="checkbox"/>	Yes											
				No											
	Frame Number	Rated Volts	Oper. Volt		Rated Amps	Amps @ 150	Phase		Cycles	Service Factor					
	A.C.		A.C.	Amps	Amps		Phase	60	Hz.	1.15					
Controller	Manufacturer		Approved		Start Up Information			Stop Information		Jockey Pump Info					
			<input checked="" type="checkbox"/>	Yes			Psi		Psi	<input checked="" type="checkbox"/>	Yes				
				No			Manual	<input checked="" type="checkbox"/>	Manual		No				
	Shop or Serial No.	Model Number				Pressure Drop		Auto			Off Psi				
						Auto				On Psi					
						Waterflow									
Revolutions per/minute	Discharge Pressure	Suction Pressure	Net Pressure		Size	Streams						GPM	%	Volts	Amps
RPM	Psi	Psi	0	Psi	Churn	Pitot 1	Pitot 2	Pitot 3	Pitot 4	Pitot 5	Pitot 6	0	Churn		
RPM	Psi	Psi	0	Psi	meter	0	0	0	0	0	0	0	####		
RPM	Psi	Psi	0	Psi	meter							0	####		

Fire Pump Performance Test



Additional Comments: _____
 Signature of owner or owners representative _____ Date _____

Duplicate to _____
 Street _____
 City _____ State _____ Zip _____
 Attn: _____

Fire Sprinkler System Test and Inspection report Continued Page 2

Section IV - Fire Department Connection

1)	Visible and Accessible?	Yes	Notes:	
2)	Couplings and Swivels Not Damaged and Rotate Smoothly?	Yes	Notes:	
3)	Plugs or Caps In Place and Undamaged?	Yes	Notes:	
4)	Gaskets In Place and In Good Condition?	Yes	Notes:	
5)	Identification Sign(s) In Place?	Yes	Notes:	
6)	Check Valve Free of Obvious Leaks?	Yes	Notes:	
7)	Automatic Drain Valve In Place and Operating?	Yes	Notes:	

Section V - Visible Sprinklers

1)	Free of Corrosion?	Yes	Notes:	
2)	Free of Obstructions To Spray Patterns?	Yes	Notes:	
3)	Free of Foreign Materials Including Paint?	Yes	Notes:	
4)	Free of Physical Damage?	Yes	Notes:	
5)	All Escutcheons and Ceiling Tiles In Place?	No	Notes:	<i>White Semi Recessed missing in office area.</i>

Section VI - Visible Pipe

1)	In Good Condition?	Yes	Notes:	
2)	Free of Mechanical Damage and Obvious Leaks?	Yes	Notes:	
3)	Free of External Corrosion	Yes	Notes:	
4)	Properly Aligned?	Yes	Notes:	
5)	Free of External Loads?	Yes	Notes:	
6)	Pipe Hangers and Bracing Not Damaged Or Loose?	Yes	Notes:	

Section VII - Sprinkler System Control Valves

	Number Of Valves	Type	Easy Access	Signs	Valve Open	Operational	Secured
Syst.	2-8"	OS&Y	Yes	Yes	Yes	Yes	Yes / Supervised
Sect		N/A	N/A	N/A	N/A	N/A	N/A
PIV		N/A	N/A	N/A	N/A	N/A	N/A
FP		N/A	N/A	N/A	N/A	N/A	N/A
AL		N/A	N/A	N/A	N/A	N/A	N/A
Tank		N/A	N/A	N/A	N/A	N/A	N/A

SEE NEXT PAGE FOR CONTINUATION OF INSPECTION



14818 West 6th Avenue
Suite 6A
Golden, CO 80401
Phone: (303) 298-7900
Fax: (303) 655-5667

Customer Name:
Property Name:
Street Address:
City, State, Zip
Time

AUTOMATIC FIRE SPRINKLER SYSTEM INSPECTION REPORT

Job Location: _____ Date: _____
Contact Name: _____ Contact Number: _____

Area Protected: _____ Building _____ Install Date: _____
System Type: _____ Wet/Steel _____ Service: *Annual*

Section I - General

1)	Is The Building Occupied as in the past?	Yes	Notes:	
2)	Have The Occupancy Classification And Hazard Contents Remained The Same Since Last Inspection?	Yes	Notes:	
3)	Are All The Fire Protection Systems In Service?	Yes	Notes:	
4)	Have The Systems Remained In Service Without Modification Since The Last Inspection?	Yes	Notes:	
5)	Is The Building Fully Sprinklered (Where Accessible)?	Yes	Notes:	

Section II - Annual Inspection Items

1)	Proper Number and Type Of Spare Sprinkler Heads?	Yes	Notes:	
2)	Head Box Properly Located and in Good Condition?	Yes	Notes:	
3)	Proper Head Wrench(s) Present and in Good Condition?	Yes	Notes:	
4)	Gauges On Wet-Pipe System In Good Condition and Showing Normal Water Supply Pressure?	Yes	Notes:	
5)	Hydraulic Nameplate Securely Attached To Riser and Legible?	Yes	Notes:	
6)	Adequate Heat Available To Areas Where Wet Sprinkler Piping Is Located?	Yes	Notes:	
7)	Interior Of Dry-Pipe, Pre-Action, and Deluge Valves Passed Internal Inspection?	N/A	Notes:	

Section III - Hoses

1)	All Hose Connections Have Proper Caps In Place?	N/A	Notes:	
2)	All Hose Valves Have Proper Valve Handles Installed?	N/A	Notes:	
3)	Standpipe Piping In Good Condition?	N/A	Notes:	
4)	Hose Valves Free From Damage/Leakage?	N/A	Notes:	
5)	Proper Adaptors and Reducers In Place?	N/A	Notes:	
6)	All Hose Connections Accessible and Identified?	N/A	Notes:	

SEE NEXT PAGE FOR CONTINUATION OF INSPECTION



Inspected by: 0

Fire System Test and Inspection Device List

Date: 1/0/1900

Phone: (303) 298-7900
Fax: (303) 650-5667

4800 West 60th Ave Suite 200
Arvada, CO 80003

Line No.	LOCATION	DEVICE TYPE	ZONE / POINT / ADDRESS	OPERATIONAL	REMARKS / NOTES / PART NUMBER IF FAILED
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					
42					

Device list



4800 West 60th Ave Suite 200
Arvada, CO 80003
Phone: (303) 298-7900
Fax: (303) 650-5667

Remote BPS Test and Inspection Readings

1. Location: N/A

	A) Primary Power	Voltage Reading:	N/A		
	B) Secondary/Emergency Generator	SAT/UNSAT:	N/A		
N/A	C) Battery #1 - Amp/Hrs. Size :	N/A	Voltage Reading :	N/A	Amp/Hrs Reading : N/A
N/A	D) Battery #2 - Amp/Hrs. Size :	N/A	Voltage Reading :	N/A	Amp/Hrs Reading : N/A

2. Location: N/A

	A) Primary Power	Voltage Reading:	N/A		
	B) Secondary/Emergency Generator	SAT/UNSAT:	N/A		
N/A	C) Battery #1 - Amp/Hrs. Size :	N/A	Voltage Reading :	N/A	Amp/Hrs Reading : N/A
N/A	D) Battery #2 - Amp/Hrs. Size :	N/A	Voltage Reading :	N/A	Amp/Hrs Reading : N/A

3. Location: N/A

	A) Primary Power	Voltage Reading:	N/A		
	B) Secondary/Emergency Generator	SAT/UNSAT:	N/A		
N/A	C) Battery #1 - Amp/Hrs. Size :	N/A	Voltage Reading :	N/A	Amp/Hrs Reading : N/A
N/A	D) Battery #2 - Amp/Hrs. Size :	N/A	Voltage Reading :	N/A	Amp/Hrs Reading : N/A

4. Location: N/A

	A) Primary Power	Voltage Reading:	N/A		
	B) Secondary/Emergency Generator	SAT/UNSAT:	N/A		
N/A	C) Battery #1 - Amp/Hrs. Size :	N/A	Voltage Reading :	N/A	Amp/Hrs Reading : N/A
N/A	D) Battery #2 - Amp/Hrs. Size :	N/A	Voltage Reading :	N/A	Amp/Hrs Reading : N/A

5. Location: N/A

	A) Primary Power	Voltage Reading:	N/A		
	B) Secondary/Emergency Generator	SAT/UNSAT:	N/A		
N/A	C) Battery #1 - Amp/Hrs. Size :	N/A	Voltage Reading :	N/A	Amp/Hrs Reading : N/A
N/A	D) Battery #2 - Amp/Hrs. Size :	N/A	Voltage Reading :	N/A	Amp/Hrs Reading : N/A

6. Location: N/A

	A) Primary Power	Voltage Reading:	N/A		
	B) Secondary/Emergency Generator	SAT/UNSAT:	N/A		
N/A	C) Battery #1 - Amp/Hrs. Size :	N/A	Voltage Reading :	N/A	Amp/Hrs Reading : N/A
N/A	D) Battery #2 - Amp/Hrs. Size :	N/A	Voltage Reading :	N/A	Amp/Hrs Reading : N/A

7. Location: N/A

	A) Primary Power	Voltage Reading:	N/A		
	B) Secondary/Emergency Generator	SAT/UNSAT:	N/A		
N/A	C) Battery #1 - Amp/Hrs. Size :	N/A	Voltage Reading :	N/A	Amp/Hrs Reading : N/A
N/A	D) Battery #2 - Amp/Hrs. Size :	N/A	Voltage Reading :	N/A	Amp/Hrs Reading : N/A

8. Location: N/A

	A) Primary Power	Voltage Reading:	N/A		
	B) Secondary/Emergency Generator	SAT/UNSAT:	N/A		
N/A	D) Battery #2 - Amp/Hrs. Size :	N/A	Voltage Reading :	N/A	Amp/Hrs Reading : N/A
N/A	D) Battery #2 - Amp/Hrs. Size :	N/A	Voltage Reading :	N/A	Amp/Hrs Reading : N/A

Notes:

Inspected by: 0

Date: 1/0/1900



4800 West 60th Ave Suite 200
Arvada, CO 80003
Phone: (303) 298-7900
Fax: (303) 650-5667

Fire System Test and Inspection

System condition prior to testing: _____

Notes: _____

- This certifies that our representative has inspected and tested the above noted fire system, and has left the system in the operating condition.
- This acknowledges that our representative has tested the fire system and that the system is not fully operational. Also, all problems have been reviewed with the client. The system was left in the condition it was found before the testing began.
- Fire Alarm Control Panel was NOT in "NORMAL" condition upon arrival. Panel had pre-existing alarms, supervisories and/or troubles. See notes for description of alarms, supervisories, and/or troubles.

Saturday, January 00, 1900
Date

Reviewed With Property Representative

FAS Systems Group Representative



4800 West 60th Ave Suite 200
Arvada, CO 80003

Phone: (303) 298-7900
Fax: (303) 650-5667

Fire System Test and Inspection

5. FIELD DEVICES TESTED CONTINUED:

<p>A) FIRE PHONE</p> <p>Type of Test <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Visual <input type="checkbox"/> Functional</p> <p>0 Qty. Unable to test</p>	<p>Fireman Phone Type <input type="checkbox"/> Jack <input type="checkbox"/> Warden <input type="checkbox"/> Both <input type="checkbox"/> Other</p> <p>N/A Circuit Style</p> <p>0 Qty. Satisfactory</p>	<p>N/A Qty. of Circuits</p> <p>0 Qty. Unsatisfactory</p>
<p>B) DOOR CONTROL</p> <p>Type of Test <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Visual <input type="checkbox"/> Functional</p> <p>0 Qty. Unable to test</p>	<p>Door Release Type <input type="checkbox"/> Magnetic <input type="checkbox"/> Mechanical <input type="checkbox"/> Both <input type="checkbox"/> Other</p> <p>N/A Circuit Style</p> <p>0 Qty. Satisfactory</p>	<p>N/A Qty. of Circuits</p> <p>0 Qty. Unsatisfactory</p>
<p>C) OTHER</p> <p>Type of Test <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Visual <input type="checkbox"/> Functional</p> <p>0 Qty. Unable to test</p>	<p>See Device List for more details</p> <p>N/A Circuit Style</p> <p>0 Qty. Satisfactory</p>	

6) SIGNALING DEVICES

<p>B) Horns</p> <p>Type of Test <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Visual <input type="checkbox"/> Functional</p>	<p>N/A Circuit Style</p> <p>N/A Qty. Tested</p>	<p>N/A Qty. of Circuits</p> <p>0 Qty. Unsatisfactory</p>
<p>D) Strobes</p> <p>Type of Test <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Visual <input type="checkbox"/> Functional</p>	<p>N/A Circuit Style</p> <p>Qty. Tested</p>	<p>N/A Qty. of Circuits</p> <p>Qty. Unsatisfactory</p>
<p>E) Horn Strobe</p> <p>Type of Test <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Visual <input type="checkbox"/> Functional</p>	<p>N/A Circuit Style</p> <p>Qty. Tested</p>	<p>N/A Qty. of Circuits</p> <p>Qty. Unsatisfactory</p>
<p>F) Outside Horn/Strobes</p> <p>Type of Test <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Visual <input type="checkbox"/> Functional</p>	<p>N/A Circuit Style</p> <p>Qty. Tested</p>	<p>N/A Qty. of Circuits</p> <p>Qty. Unsatisfactory</p>
<p>G) Speaker</p> <p>Type of Test <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Visual <input type="checkbox"/> Functional</p>	<p>N/A Circuit Style</p> <p>Qty. Tested</p>	<p>N/A Qty. of Circuits</p> <p>Qty. Unsatisfactory</p>
<p>H) Speaker Strobe</p> <p>Type of Test <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Visual <input type="checkbox"/> Functional</p>	<p>N/A Circuit Style</p> <p>Qty. Tested</p>	<p>N/A Qty. of Circuits</p> <p>Qty. Unsatisfactory</p>
<p>I) Outside Speaker</p> <p>Type of Test <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Visual <input type="checkbox"/> Functional</p>	<p>N/A Circuit Style</p> <p>Qty. Tested</p>	<p>N/A Qty. of Circuits</p> <p>Qty. Unsatisfactory</p>

Inspected by: 0

Date: 1/0/1900



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Fire System Test and Inspection

4. AUXILIARY FUNCTIONS:			COMMENTS:
Fan Control:	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	N/A
Elevator Capture:	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	N/A
HVAC Shutdown:	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	N/A
City, Central Station Tie Trip:	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	N/A

5. FIELD DEVICES TESTED:			
A) Pull Station Type of Test <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Visual <input type="checkbox"/> Functional 0 Qty. Unable to test	Manual / Pull Station Type <input type="checkbox"/> Addressable <input type="checkbox"/> Coded <input type="checkbox"/> NonCoded <input type="checkbox"/> Other N/A Circuit Style 0 Qty. Satisfactory	N/A Qty. of Circuits 0 Qty. Unsatisfactory	
B) Smoke Detector Type of Test <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Visual <input type="checkbox"/> Functional 0 Qty. Unable to test	Smoke Detector Type <input type="checkbox"/> Photoelectric <input type="checkbox"/> Ionization <input type="checkbox"/> Both <input type="checkbox"/> Other N/A Circuit Style 0 Qty. Satisfactory	N/A Qty. of Circuits 0 Qty. Unsatisfactory	
C) Heat Detector Type of Test <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Visual <input type="checkbox"/> Functional 0 Qty. Unable to test	Heat Detector Type <input type="checkbox"/> Rate of Rise <input type="checkbox"/> Fixed <input type="checkbox"/> Combination <input type="checkbox"/> Both N/A Circuit Style 0 Qty. Satisfactory	N/A Qty. of Circuits 0 Qty. Unsatisfactory	
D) Duct Detector Type of Test <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Visual <input type="checkbox"/> Functional 0 Qty. Unable to test	Duct Detector Type <input type="checkbox"/> Photoelectric <input type="checkbox"/> Ionization <input type="checkbox"/> Both <input type="checkbox"/> Other N/A Circuit Style 0 Qty. Satisfactory	N/A Qty. of Circuits 0 Qty. Unsatisfactory	
E) Waterflow Switch Type of Test <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Visual <input type="checkbox"/> Functional 0 Qty. Unable to test	Waterflow Type <input type="checkbox"/> Paddle <input type="checkbox"/> Pressure <input type="checkbox"/> Both <input type="checkbox"/> Other N/A Circuit Style 0 Qty. Satisfactory	N/A Qty. of Circuits 0 Qty. Unsatisfactory	
F) Tamper Switch Type of Test <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Visual <input type="checkbox"/> Functional 0 Qty. Unable to test	Tamper Type <input type="checkbox"/> PIV <input type="checkbox"/> Gate Valve <input type="checkbox"/> Both <input type="checkbox"/> Other N/A Circuit Style 0 Qty. Satisfactory	N/A Qty. of Circuits 0 Qty. Unsatisfactory	
G) Alarm Device Type of Test <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Visual <input type="checkbox"/> Functional 0 Qty. Unable to test	See Device List for more details		
	N/A Circuit Style	N/A Qty. of Circuits	0 Qty. Unsatisfactory
H) Supervisory Devices Type of Test <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Visual <input type="checkbox"/> Functional 0 Qty. Unable to test	Supervisory Type <input type="checkbox"/> Fire Pump <input type="checkbox"/> Power Monitor <input type="checkbox"/> Other N/A Circuit Style 0 Qty. Satisfactory	N/A Qty. of Circuits 0 Qty. Unsatisfactory	
i) CO Detector Type of Test <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Visual <input type="checkbox"/> Functional 0 Qty. Unable to test	CO Detector Type <input type="checkbox"/> Addressable <input type="checkbox"/> Conventional <input type="checkbox"/> Other <input type="checkbox"/> Combination N/A Circuit Style 0 Qty. Satisfactory	N/A Qty. of Circuits 0 Qty. Unsatisfactory	



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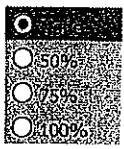
Fire System Test and Inspection

Site Information

Customer: N/A
 Address: N/A
 City, State & Zip: N/A
 Phone: N/A
 Fax: N/A
 Contact: N/A
 Title: N/A

Frequency
 Quarterly
 Semi-Annual
 Annual
 Other

Percentage of System Tested
 25%
 50%
 75%
 100%



System Information

Mfr.: N/A
 Model No.: N/A
 Comments: N/A
 Software Rev.: N/A
 Date of Rev.: N/A

System Type
 Hardwired Addressable Multiplexed

FACP Location: N/A
 Breaker Number: N/A
 Breaker Location: N/A

1. FACP Power Source

	A) Primary Power	Voltage Reading:	<u>120</u>	
	B) Secondary/Emergency Generator	SAT/UNSAT:	<u>N/A</u>	
<u>N/A</u>	C) Battery #1 - Amp/Hrs. Size:	<u>N/A</u>	Voltage Reading:	<u>N/A</u> Amp/Hrs Reading: <u>N/A</u>
<u>N/A</u>	D) Battery #2 - Amp/Hrs. Size:	<u>N/A</u>	Voltage Reading:	<u>N/A</u> Amp/Hrs Reading: <u>N/A</u>

Dialer Information

Mfr.: N/A
 Model No.: N/A
 Monitoring Company: N/A
 Monitoring Phone #: N/A
 Account Number: N/A
 Account Password: N/A

Transmission Type
 Dialer internal to the fire alarm panel
 RF McCulloh Digital Multiplex Reverse Priority

Dialer Location: N/A
 Breaker Number: N/A
 Breaker Location: N/A

	A) Primary Power	Voltage Reading:	<u>N/A</u>	
	B) Secondary/Emergency Generator	SAT/UNSAT:	<u>N/A</u>	
<u>N/A</u>	A. Battery #1 - Amp/Hrs. Size:	<u>N/A</u>	Voltage Reading:	<u>N/A</u> Amp/Hrs Reading: <u>N/A</u>
<u>N/A</u>	B) Battery #2 - Amp/Hrs. Size:	<u>N/A</u>	Voltage Reading:	<u>N/A</u> Amp/Hrs Reading: <u>N/A</u>

2. Panel Indications & Functions:

Ground Fault:	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<u>N/A</u>	COMMENTS: _____ _____ _____
Trouble Visual:	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<u>N/A</u>	
Trouble Audible:	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<u>N/A</u>	
Fire Pump Running:	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<u>N/A</u>	
Disconnect Switches:	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<u>N/A</u>	
Trouble Silence Switch:	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<u>N/A</u>	

3. Panel Operations:

Printer's:	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<u>N/A</u>	COMMENTS _____ _____ _____
Signal Circuits:	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<u>N/A</u>	
Initiating Circuits:	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<u>N/A</u>	
Lamp Test Switch:	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<u>N/A</u>	
All Lamps & LED's:	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<u>N/A</u>	
Alarm Reset Switch:	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<u>N/A</u>	
Alarm Silence Switch:	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory	<u>N/A</u>	

Fire System Disable Procedure:

Section 5



14818 W. 6th Avenue, Unit #6A
Golden, CO 80401

Phone: 303-298-7900
Fax: 303-650-5667

PRICING:

Emergency and or Holiday service response time will be within three (3) hours of received call. Please call 303-298-7900 24 hours a day 7 days a week for service.

Response time may be extended due to road conditions and weather.

Phone response time is 30 minutes or less

Hourly service rates will be billed at \$85.00/hour between 7:00am-5:00pm. After hours, weekends, and holidays will be billed at \$127.50/hour.

WARRANTY

Systems Group takes pride in work and performance and customer service. Systems Group warrantees labor and material for one year. If the install is new using the EST product the warranty on material is five years.

Although Systems Group cannot predict component failure based on the size and complexity of a fire systems for the Justice Center and the Government Center. Systems Group believes that based on cost of panel components that the extended warranty on The Justice Center and the Government Center that covers all equipment failure at no cost to the County to have a possible value of over \$20,000.00.

Warranty dates:

Justice Center – Warranty good till February 2014

Government Center – Warranty good till February 2015

Systems Group carries over \$1,000,000.00 of EST products/parts in inventory. Adams County will receive 25% off of all EST products/parts sold and needed.

CONTACTS:

Katie Asbury
Service Sales Representative
14818 W. 6th Avenue
Golden CO, 80401
Phone: 303-298-7900
E-Mail: Katie@systemsgroup.us

Mariah Eiker
Service Coordinator
14818 W. 6th Avenue
Golden, CO 80401
Phone: 303-298-7900
E-Mail: Mariah@systemsgroup.us

Adams County Service Center 4201 E. 72 nd . Ave Commerce City 100,000 Sq Ft 2 Elevators	\$7,000.00	\$300.00 Fire Alarm \$600.00 Elevators
Children & Family Center 7401 N. Broadway Denver, Co 48,000 Sq Ft 3 Elevators	\$1,200.00	\$300.00 Fire Alarm \$300.00 Elevator
Riverdale Golf Course 13300 Riverdale Rd. Brighton Co 13,885 Sq Ft	\$600.00	\$300.00 Fire Alarm
Adams County DA Building 1000 Judicial Center Dr. Brighton, Co 65,000 Sq Ft 2 Elevators	\$1,165.00	\$300.00 Fire Alarm \$300.00 Elevator
Adams County Animal Shelter 10705 Fulton St. Brighton, Co 40,000 Sq Ft	\$395.00	\$300.00 Fire Alarm



ADAMS COUNTY
COLORADO
PROPOSAL FORM

Location/Sq Footage	Annual Fire Alarm Inspection Cost	Annual Monitoring Cost
Adams County Government Center 4430 S. Adams County Parkway, Brighton, Co 324,000 Sq Ft 4 Elevators and Duress System	\$8,250.00	\$300.00 Fire Alarm \$300.00 Elevator \$2,400.00 Duress Systems
Adams County Detention Center 150 N. 19 th Ave. Brighton, Co 342,107 Sq Ft	\$16,500.00	\$300.00 Fire Alarm
Sheriff's & Coroner's Building 332 N. 19th Ave Brighton, Co 28,360 Sq Ft	\$1,300.00	\$ 300.00 Fire Alarm
Human Services Building 7190 Colorado Blvd. Commerce City 65,798 Sq Ft 3 Elevators	\$5,000.00	\$300.00 Fire Alarm \$300.00 Elevator
Honnen Building 7111 E. 56 th . Ave Commerce City 16,000 Sq Ft	\$1,200.00	\$300.00 Fire Alarm
Justice Center 1100 Judicial Center Dr. Brighton, Co 304,768 Sq Ft 10 Elevators	\$10,000.00	\$300.00 Fire Alarm \$900.00 Elevators
Western Service Center 12200 Pecos St. Westminster, Co 55,000 Sq Ft 2 Elevators	\$1,500.00	\$300.00 Fire Alarm \$300.00 Elevators
Public Works & Probation 4955 E. 74 th Ave Commerce City 38,500 Sq Ft 1 Elevators	\$1,800.00	\$300.00 Fire Alarm \$300.00 Elevator
Facilities Management Storage Facility 1927 E. Bridge Brighton, Co 16,000 Sq Ft	\$800.00	\$300.00 Fire Alarm

Section 4

Project Experience

Miller Coors Brewing Company

Main Address:

1221 Ford Street

Golden, CO 80401

Number of buildings: 26

Number of nodes: 31

Total number of devices on campus: 5,169

Ritz Carlton

Main Address:

728 W. Lionshead Circle

Vail, CO 81657

Number of buildings: 1

Number of nodes: 9

Total number of devices: 3,975

The Children's Hospital Campus

Main Address:

13123 E. 16th Avenue

Aurora, CO 80045

Number of buildings: 6

Number of nodes: 39

Total number of devices: 11,896

University Hospital Colorado Campus

Main Address:

12605 E 16th Avenue

Aurora, CO 80045

Number of buildings: 4

Number of nodes: 51

Total number of devices: 12,915



14818 W. 6th Avenue, Unit #6A
Golden, CO 80401

Phone: 303-298-7900
Fax: 303-650-5667

References

The Children's Hospital
Rodger Fleury
Facilities Engineer
13123 E. 16th Avenue
Aurora, CO 80045
Phone: 720-641-7860
E-Mail: roger.fleury@childrenscolorado.org

University Colorado Hospital
David Anderson
Life Safety Manager
12605 E. 16th Avenue
Aurora, CO 80045
Phone: 720-848-5002
E-Mail: david.anderson@uch.edu

BCER Engineering
Marc Espinosa
President
5420 Ward Road
Arvada, CO 80002
Phone: 303-422-7400
E-Mail: marc@bcer.com

AT&T
Tony Ferguson
Facilities Director
2535 E 40th Avenue
Denver, CO 80205
Phone: 720-308-9469
E-Mail: tf235@att.net

American Backflow Prevention Association



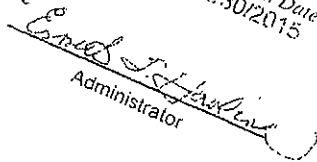
Backflow Prevention Assembly Tester

Issue Date
4/30/2009

Certification Number
06 - 00583

Expiration Date
4/30/2015

Jeremy S. Blocker
16335 East Alameda Place
Aurora, CO 80017


Administrator

Florida Training Resources

Awards this Certificate of Completion

to

Jeremy S. Blocker

For completion of a course entitled:

"NAPA 25" Course Number FD-3618 Course Hours 8.0

Total 8.0 Hours

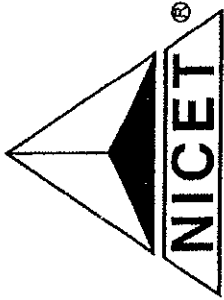
July 28th, 2007

Wendy Collins

West Branch

Florida Training Resources

Instructor ID: 10176



**NATIONAL INSTITUTE FOR CERTIFICATION
IN ENGINEERING TECHNOLOGIES®**

Providing Certification Programs Since 1961

**BE IT KNOWN THAT
Rodney L. Rexwinkle**

**IS HEREBY AWARDED CERTIFICATION AT
LEVEL IV**

**IN FIRE PROTECTION ENGINEERING TECHNOLOGY
FIRE ALARM SYSTEMS**

**BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE,
EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.**

Certification Valid through March 1, 2013

CERTIFICATION NUMBER 96004

CHAIRMAN OF THE NICET BOARD OF GOVERNORS

A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS



Approval Letter



**NATIONAL INSTITUTE FOR CERTIFICATION
IN ENGINEERING TECHNOLOGIES®**
Providing Certification Programs Since 1961

Name: Jeremy S. Blocker
Date of Award: August 25, 2011
Certification Number: 123517
Certification Expire Date: 09/01/2014

It is my pleasure to inform you that recertification has been granted as follows:

FIRE PROTECTION ENGINEERING TECHNOLOGY/INSPECTION AND TESTING OF WATER-BASED SYSTEMS/LEVEL II

You will find your new wallet card attached to the bottom of this letter. Also enclosed with this letter is your new certificate. Your new three-year period of certification is printed on both your wallet card and your certificate. You will need to accumulate another 90 continuing professional development points to continue your certification beyond this new expiration date.

Prior to removing the wallet card from this letter, we advise that you make a copy of the letter for your files as the complete letter may be required as proof of certification.

The interest you have shown in your career development by obtaining professional recognition and status through certification is most commendable. On behalf of the Board of Governors, please accept our congratulations and best wishes.

Very truly yours,

Michael A. Clark
Chief Operating Executive

remove card slowly



**NATIONAL INSTITUTE FOR CERTIFICATION
IN ENGINEERING TECHNOLOGIES®**

Jeremy S. Blocker

INSPECTION AND TESTING OF WATER-BASED SYSTEMS/II

Jeremy S. Blocker
2903 South Revere St
Aurora, CO 820014

CERT NO. 123517 VALID THRU 09/01/2014



**NATIONAL INSTITUTE FOR CERTIFICATION
IN ENGINEERING TECHNOLOGIES®**

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Approval Letter

Name: **Michael A. Howell, Jr**
Date of Award: **January 3, 2013**
Certification Number: **102119**
Certification Expire Date: **09/01/2015**

It is my pleasure to inform you that recertification has been granted as follows:

FIRE PROTECTION ENGINEERING TECHNOLOGY/FIRE ALARM SYSTEMS/LEVEL II

You will find your new wallet card attached to the bottom of this letter. Also enclosed with this letter is your new certificate. Your new three-year period of certification is printed on both your wallet card and your certificate. You will need to accumulate another 90 continuing professional development points to continue your certification beyond this new expiration date.

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Michael A. Clark
Chief Operating Executive

remove card slowly



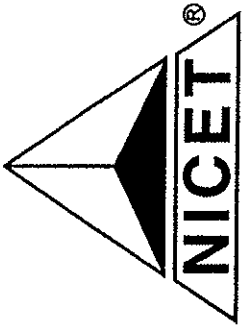
**NATIONAL INSTITUTE FOR CERTIFICATION
IN ENGINEERING TECHNOLOGIES®**

Michael A. Howell, Jr

FIRE ALARM SYSTEMS/II

Michael A. Howell, Jr
17746 E. Dorado Dr.
Centennial, CO 80015

CERT NO. 102119 VALID THRU 09/01/2015



**NATIONAL INSTITUTE FOR CERTIFICATION
IN ENGINEERING TECHNOLOGIES®**

Providing Certification Programs Since 1961

BE IT KNOWN THAT

John G. Ballman

IS HEREBY AWARDED CERTIFICATION AT

LEVEL IV

**IN FIRE PROTECTION ENGINEERING TECHNOLOGY
FIRE ALARM SYSTEMS**

**BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE,
EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.**

Certification Valid through November 1, 2015

CERTIFICATION NUMBER 101808

CHAIRMAN OF THE NICET BOARD OF GOVERNORS

A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS



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NICET CODE OF ETHICS

NICET-certified engineering technicians and technologists recognize that the services they render have a significant impact on the quality of life for everyone. As they perform their duties and responsibilities on behalf of the public, employers, and clients, they shall demonstrate personal integrity and competence. Accordingly, certificants shall:

1. Have due regard for the physical environment and for public safety, health, and well being. If their judgment is overruled under circumstances where the safety, health, property, or welfare of the public may be endangered, they shall notify their employer, client, and such other authority as may be appropriate. An employee shall initially express those concerns to the employer.
2. Undertake only those assignments for which they are competent by way of their education, training, and experience.
3. Perform their duties in an efficient and competent manner with fidelity and honesty.
4. Admit and accept their own errors when proven wrong and never distort nor alter the facts in an attempt to justify their decisions.
5. Avoid conflicts of interest whenever possible. When unavoidable, they shall disclose to their employer or client, in writing, any action that might create the appearance of a conflict of interest.
6. Avoid receiving and granting bribery in all its forms.
7. Strive to maintain their proficiency by updating their technical knowledge and skills in engineering technology.
8. Not misrepresent or permit misrepresentation of their own or their associate's academic or professional qualifications nor exaggerate their degree of responsibility for any work.
9. Not reveal facts, data, or information obtained in connection with services rendered without prior consent of the client or employer except as authorized by law.

Credit returns

No returns for credit or refund will be accepted unless you have obtained a return material authorization as described in the section entitled "Returning UTCFS products". UTCFS will refund or credit new, standard production items that are unused and in the original unopened shipping cartons for a period of 120 days from the original date of shipment; however any returned product is subject to a 25% restocking fee if your request comes more than 60 days after the original ship date. Returns for refund or credit beyond 120 days from original shipment date will be denied.

Products purchased as part of a kit must be returned in their entirety (i.e., the entire kit must be returned, not separate parts) to receive refund or credit. Refund or credit is not available for custom, special or nonstandard products.

You must use credit within one year of the date of issue. All returns are subject to UTCFS inspection and approval.

Refurbished B-stock products

UTCFS occasionally offers select products for sale as B-stock—units that have been used in the field and refurbished. B-stock and advance replacement products—though they may come from the same pool of products—are covered by different warranty conditions and durations. Refurbished products come with a one-year limited warranty except for the Digia II, SymSafe Series and SymDec 16 DVR's which carry a three-year limited warranty.

Packaging your shipment

Protecting the value of returned products by packaging and shipping them correctly is your responsibility. We reserve the right to deny warranty coverage for any damage caused by failing to meet the following packaging requirements:

- All electronic components must be taped and/or contained in their original electrostatic protective packaging or an equivalent substitute.
- All parts must be packed securely inside the external shipping carton to prevent mechanical damage.
- External packaging must be sufficient to protect the contents from the usual hazards of shipping.

Product warranty periods

Table 1 lists warranty durations for most UTCFS equipment, sorted by category. Warranty periods start as set forth under the heading "Warranty repair/replacements" above. For items that do not appear in Table 1, contact Customer Service or your sales rep for the applicable policy.

Table 1: Product warranty periods

	Product	Warranty Period
Access	Proximity readers	Lifetime
	Cards (minimum 10 cards for return)	5 years
	Manufactured hardware	2 years
	Magstripe cards	1 year
	Facility Commander Wnx, Picture Perfect, Secure Perfect, Topaz, Diamond, Sapphire, Alliance, other software products	1 year
Fire	Fire alarm control panels	3 years
	Air duct detectors	3 years
	Heat detectors	3 years
	Notification appliances	3 years
	Pull stations, fire stations	3 years
	Smoke detectors	3 years
Intrusion	Computers, computer option cards, file servers, monitors, touchscreens	1 year
	Sheet metal parts and wire	40 years
	Hardwired contacts, hardwired sensors, passive modules and components	5 years
	Wireless sensors	2 years
	Security controls, panels, powered modules and components	2 years
Video and Fiber	IFS fiber transmission and UTP products	Lifetime
	IFS network products and media converters	3 years
	IFS power supplies for transmission products	2 years
	Fiber Options fiber optic products	5 years
	Digiplex, Ultraview cameras	3 years
	DVMRe Triplex, DVMRe Pro, SymDec, SymSafe, StoreSafe, Digia II, VideolQ, ProBridge	3 years
	Digia I	3 years**
	CyberDome II	3 years
	Legend and Accord PTZ cameras, TruVision cameras	2 years
	TruVision and UltraView LCD monitors (GEL-xxxx series)	2 years
Monitors (traditional, all other LCD, MobileView), Ultraview EVP*	1 year	
Voice	Manufactured hardware	3 years
	Computers, file servers, monitors, touchscreens, other OEM products	OEM warranty
	Remote controls	1 year
	Fuses, lamps	None
Other	Edwards Signaling products	2 years
	GE or UTC-branded third-party OEM (original equipment manufacturer) product	OEM warranty
	Third-party product	Third-party warranty
	B-stock products	1 year
	B-stock Digia II, SymSafe Series and SymDec 16 DVRs	3 years

* UltraView EVP may not be available for Advance replacement.

** Digia I digital video recorders have a one-year warranty on hard disk drives. All other components are warranted for three years

EDWARDS CHANNEL PARTNER
Annex D
RETURN and WARRANTY POLICY

This **Return and Warranty Policy** applies to UTC Fire & Security products and services purchased directly from UTC Fire & Security Americas Corporation, Inc. ("UTCFS").

As all policies herein are subject to change, please check our website at my-eddie.com for the latest policy.

If you have questions about this policy, contact the appropriate customer service center.

All periods of days set forth herein are calendar days unless otherwise stated.

Returning UTCFS products

Before you can return any product to UTCFS, you must obtain a return material authorization (RMA). This applies to all product returns, including warranty repair/replacements, nonwarranty repairs, advance replacements, and credit returns.

To obtain an RMA, contact the appropriate UTCFS customer service center (see "Customer Service Centers") for your product, and have the product and the following information ready:

- Original PO number (not required for distribution partners)
- SKU/part number
- Serial number

Customer Service will provide you with an RMA number and an RMA acknowledgment form that confirms your request.

Once you have the RMA, repack the product appropriately (see section entitled "Packaging your shipment") and attach the RMA acknowledgement form on the outside of the package. Then send the product to the return location given by the customer service center.

All products must be returned freight prepaid within 30 days of obtaining an RMA. We reserve the right to cancel the RMA after 30 days. If you fail to return the product within the 30 days, please contact Customer Service to get a new RMA.

We will not accept unauthorized returns or freight collection returns; we will return these to you at your expense.

If a returned product contains parts that are no longer available or repairable, we will contact you to discuss resolution and return of the material.

The repair department will evaluate all equipment returned for repair to determine warranty coverage and will resolve any questions that may arise during evaluation to make a final determination.

Note: Dealer, distributor, and integrator return and warranty policies may vary. Consult your UTCFS program agreement, if applicable, or contact your local UTCFS sales representative for details.

Customer Service Centers

Edwards RMA/Warranty Support Centers

EST, Vigilant, Dukane

- Phone: 800.655.4497
- Fax: 888.378.8778
- E-mail: edwards_rma@fs.utc.com

Signaling

- Phone: 800.336.4206
- Fax: 800.454.2363
- E-mail: edwards_rma@fs.utc.com

Latin America - Fire Products Only

- E-mail: edwards.latam@fs.utc.com

Security Customer Service

- Phone: 888.437.3287
- Fax: 503.691.7566
- E-mail: questions@interlogix.com for Interlogix products and access.configorders@fs.utc.com for access products

Warranty repair/replacements

Subject to the terms of the limited warranty in effect at the time of purchase (as set forth in the UTC Fire & Security Terms and Conditions of Sale, available at my-eddie.com), UTCFS will repair or replace a product that fails to meet the terms provided within the product's warranty period. UTCFS reserves the right to replace any product under warranty with new, refurbished or remanufactured product. For product purchased directly from UTCFS by a dealer or an integrator, the warranty period starts from either a) the date of shipment from UTCFS' facility (point of origin) or b) the manufacturer's date code (if the shipment date is unknown). Except for software products (which shall be treated as if purchased directly from UTCFS for purposes of determining the start of the warranty period as set forth in the immediately preceding sentence), for product purchased from an authorized UTCFS distributor by a dealer or an integrator, the warranty period starts from the date the product is purchased by the dealer or integrator. Warranty periods vary based on product category and type of equipment, as shown in Table 1 entitled "Product warranty periods" below.

We will return equipment or ship replacement equipment via the same incoming ship method at no additional charge. If you request a different return ship method, we will charge for the full shipping cost.

Nonwarranty repairs

Nonwarranty repairs are granted an extended warranty of 90 calendar days from the date of shipment for all products except for fire products, which are granted an extended warranty of one year from the date of shipment.

Buyer will be charged for all repairs and shipping costs for nonwarranty equipment. For all nonwarranty repairs, UTCFS will provide a repair estimate that includes charges for parts, labor (in half-hour increments) and shipping. You may pay for nonwarranty repair charges by purchase order or credit card.

The above "Nonwarranty repairs" provisions do not apply to IFS equipment.

Advance replacement

Advance replacement products are new, refurbished or remanufactured products at UTCFS' discretion and carry a full original equipment warranty. UTCFS will send advance replacement product to replace defective equipment that has failed upon initial install for up to 365 days. We will ship advance replacements via ground the next business day. (In emergencies we may ship replacements by air.)

Our repair department will evaluate the returned product to determine whether it is a warranty or nonwarranty replacement and bill you accordingly. We will invoice advance replacements at shipment and credit you upon receipt of the defective product. If we determine, however, that the returned product is in good working order or that performance issues were due to improper installation, misuse, abuse, or other user-related causes, we will issue no credit and you will remain responsible for paying the invoice, and we will return such product to you at your expense. If the defective product is part of a kit, you shall return only the defective product (i.e., you shall not return the remainder of the kit) and we will replace only the defective product through advance replacement.

Note: Advance replacement is not available for custom, special or nonstandard products.

that a properly installed and maintained product may only reduce the risk of events such as burglary, robbery, fire, or similar events without warning, but it is not insurance or a guarantee that such events will not occur or that there will be no death, personal injury, and/or property damage as a result. UTCFS shall not be liable for any death, personal injury, property damage, or loss of any kind whatsoever to purchaser or others, whether directly, indirectly, incidentally, consequentially, or otherwise, caused by the operation, nonoperation, functioning, malfunctioning, or misuse of the product. UTCFS does not warrant that its products will work properly in all environments and applications and does not warrant the product against harmful electromagnetic interference induction or radiation (EMI, RFI, etc.) emitted from external sources.

Proprietary information. Buyer agrees that UTCFS has and claims various proprietary rights in the hardware, firmware, software and the integration of ancillary materials, knowledge and designs that constitute UTCFS products, and that Buyer will not directly or indirectly cause any such proprietary rights to be violated.

Federal Acquisition Regulations. The products and services sold by UTCFS are commercial items as defined by Federal Acquisition Regulations ("FAR") and the prices in any transaction are based on UTCFS's standard commercial accounting policies which do not consider any special requirements of U.S. Government cost

principles and do not meet the requirements of Part 31 of the FAR or similar procurement regulations. UTCFS agrees only to perform a contract for the sale of a commercial item on a fixed-price basis. UTCFS will not agree to submit or certify to any cost or pricing data nor will it agree to any requirements to establish price reasonableness under FAR Part 15 or similar regulations. In stating its position, UTCFS refers to FAR Part 12 - "Acquisition of Commercial Items." Transactions under \$3,000 are made pursuant to FAR Part 13, Simplified Acquisitions.

Custom products. Intellectual property resulting from the development of custom products (including but not limited to hardware, software and technical documentation) for a buyer are exclusively the property of UTCFS and may not be reproduced, redistributed or resold by Buyer without prior written permission from UTCFS.

Design changes. UTCFS reserves the right to make changes in design of any products without incurring any obligation to notify Buyer or to make the same change to units previously purchased.

Export laws. Buyer agrees to comply with all applicable export laws, assurances, codes and license requirements, and controls of the U.S. and other applicable jurisdictions in connection with the use and resale of products including without limitation Buyer's acceptance of responsibility for the payment of any relevant taxes or duties or similar government charges or fees.

Governing law. The internal substantive laws of the State of New York shall govern this transaction

authorization to return the product (see "Return Material Authorization" in the *Return and Warranty Policy*).

c. The preceding subsections of this limited warranty set forth the exclusive remedies for claims based on any defect, failure, malfunction, or any other performance or nonperformance of any product, whether the claim is in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, and however instituted. Upon expiration of the applicable limited warranty period, any liability of UTCFS in connection with such exclusive remedies shall terminate, and Buyer shall have 30 days after the warranty period to give written notice of any defects, failures, malfunctions, or other performance or nonperformance issue that appeared during the warranty period. Except as set forth in the section entitled "Patents," the foregoing limited warranty is exclusive and in lieu of all other warranties, whether written, oral, implied, or statutory. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.

Software license. As used herein, the term "Software" means (a) machine-readable object code or (b) a computer program or compilation of data that is fixed in any tangible medium of expression or any storage medium from which the program may be perceived, reproduced or otherwise communicated, only with the aid of a machine or device. Furthermore, the term "Software" shall include, without limitation, any proprietary software provided for the ordinary operation of the products, any optional software to enhance the operation of the products, and any upgrades or revisions of this material UTCFS provides in fulfillment of a specific written commitment or otherwise. Nothing herein shall be deemed to create an obligation on the part of UTCFS to provide any support, upgrades, or revisions to any software other than pursuant to a separate written obligation to do so. Buyer is granted a limited license for any Software and related user documentation delivered by UTCFS, whether as part of any product or provided separately. Buyer is not granted a license for any other software or documentation. This license allows Buyer to:

- a. use the Software and user documentation only on the products on which it is installed at the time of delivery or, if the Software is supplied separately, in connection with products supplied by UTCFS. Buyer must obtain a supplementary license from UTCFS (which UTCFS may or may not grant in its sole discretion) before using the Software in connection with any other equipment or for any other purpose; and
- b. make one copy of the Software in machine-readable form solely for backup purposes, provided that Buyer reproduces on any such copy the copyright notice and any other proprietary legends that were on the original copy.

Buyer shall have no other rights under this license. Buyer may not distribute copies of the Software or documentation to others or electronically transfer the Software from one computer to another over a network. The Software contains trade secrets of UTCFS. In order to protect such trade secrets, Buyer may not modify, decompile, reverse-engineer, disassemble or otherwise reduce the Software to a human-perceivable form. Buyer may not modify, adapt, translate, rent, lease, loan, resell for profit or other purpose, distribute, network, or create derivative works based upon the Software or any part thereof. All Software and user documentation is protected by U.S. copyright laws, works of authorship, and patents and by applicable international treaties. No license under such rights is transferred to Buyer, except as specifically provided above. All Software provided by UTCFS remains UTCFS property. If Buyer receives any Software that renders other Software that Buyer then has redundant, Buyer must return the redundant Software to UTCFS.

Patents. UTCFS warrants to Buyer that UTCFS products sold hereunder in the normal course of business shall be delivered free of any rightful claim of any third-party for infringement of any U.S. patent. If notified promptly in writing and given authority, information, and assistance, and contingent upon Buyer not taking any position adverse to UTCFS in connection with such claim, UTCFS shall defend, or may settle at its expense, any suit or proceeding against Buyer so far as based on a claimed infringement which would result in a breach of the warranty stated in this section, and UTCFS shall pay damages and court costs awarded therein against Buyer due to such breach as determined

in a final, non-appealable judgment. In case any UTCFS product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, UTCFS shall, at its expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a noninfringing product or part, or modify same so it becomes noninfringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of UTCFS for patent infringement by the products or any part thereof. This does not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by UTCFS as a part of this transaction. As to any such product or part, or use in such combination, UTCFS assumes no liability whatsoever for patent infringement, and Buyer shall hold harmless, defend and indemnify UTCFS against any infringement claims arising therefrom.

Limitation of Liability

a. UTCFS's liability to Buyer on any claim of any kind, whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability or otherwise, for any loss or damage arising out of, connected with or resulting from the transaction, or from UTCFS' performance or breach thereof, or from the design, manufacture, sale, resale, installation, repair, operation or use of any products furnished, shall in no event (except as specifically provided for under the "Patents" section) exceed the price paid by Buyer for the products which give rise to the claim. Any such liability shall terminate upon the expiration of the applicable warranty period, provided, however, that Buyer's rights to prove title in the products purchased from UTCFS shall not terminate.

b. Notwithstanding anything else herein, in no event, whether as a result of breach of contract, warranty, indemnity, tort (including negligence and strict liability) or otherwise, shall UTCFS or its suppliers be liable for any special, consequential, indirect, incidental, exemplary, economic or punitive damages, including but not limited to: loss of profit or revenues; loss of use of the products or any associated equipment; damage to associated equipment; cost of capital, substitute products, facilities or services; downtime costs; loss of actual or potential business opportunity or loss of reputation; or claims of Buyer's customer for such damage.

c. Unless otherwise agreed to in writing and signed by the President of UTCFS, products sold are not intended for use in connection with any nuclear facility or activity. If resold by Buyer for such use, UTCFS disclaims all liability for any nuclear damage, injury, or contamination, and Buyer shall defend, hold harmless and indemnify UTCFS against any such liability, whether as a result of breach of contract, warranty, tort (including negligence and strict liability), or otherwise.

d. Buyer hereby agrees to indemnify, defend, and hold harmless UTCFS in connection with any loss, liability, claim, settlement payment, interest, award, judgment, damages, fines, penalties, cost and expense, including without limitation reasonable attorneys fees and arbitration, mediation and expert fees and any recall costs and expenses, arising out of or relating to Buyer's: negligence; misuse; improper installation, storage, maintenance or use of products; changes, alterations or additions to products; or components implemented into products.

Disclaimer. UTCFS does not make any claims or warranties of any kind regarding any product's potential, ability, or effectiveness to detect, minimize, or in any way prevent death, personal injury, property damage, or loss of any kind whatsoever. UTCFS is not responsible for any death, personal injury, damage, loss, or theft related to the product or its use or for any harm, whether physical or mental, related thereto. UTCFS does not represent that the product may not be compromised and/or circumvented, or that the product will prevent death, personal injury, bodily injury, and/or damage to property of purchaser or others resulting from burglary, robbery, fire, or otherwise, or that the product will in all cases provide adequate warning or protection. Buyer understands

EDWARDS CHANNEL PARTNER

Annex D

TERMS and CONDITIONS OF SALE

These *Terms and Conditions of Sale* apply to products and services purchased directly from UTC Fire & Security Americas Corporation, Inc. (hereinafter "UTCFS"). As all terms and conditions of sale herein are subject to change, check our website at my-eddie.com for the latest Terms and Conditions of Sale. If you have questions about these Terms and Conditions of Sale, contact the appropriate customer service center.

Standard Terms and Conditions of Sale

Sales of products and services by UTCFS are expressly subject to and conditioned upon the terms and conditions set forth below. Any different or additional terms set forth by Buyer, whether in Buyer's purchase order or another communication, are expressly objected to and rejected and will not be binding on UTCFS unless agreed to in writing by an authorized officer of UTCFS.

All periods of days set forth herein are calendar days unless otherwise stated.

Sales and payment terms. Unless otherwise agreed in writing by UTCFS, terms are net 30 days. Past due accounts will be subject to the maximum legal rate of interest or 1.5% per month, whichever is less. If a delinquent account is sent to collections, Buyer is responsible for all collection and attorney fees. All payments are to be made in US dollars. If a Buyer's account becomes past due, UTCFS may ship products on a cash in advance basis, or may refuse shipments until the account is paid in full.

Acceptable forms of payment. All remittances must be in a single payment in the full amount of the invoice (adjusted for any debit memos) and must be in accordance with the following requirements:

- Wire or electronic fund transfer (referencing invoice number) and Buyer must be the originator of wire.
- Buyer company check (drawn on company account with company name).
- Irrevocable letter of credit (referencing invoice number).

Third-party checks, bank checks, and foreign drafts will be accepted only if approved in advance in writing by the CFO of UTCFS and must have accompanying documentation that references invoices being paid.

Security interest. Buyer hereby grants to UTCFS and UTCFS reserves, a purchase money security interest in each product sold by UTCFS to Buyer in the amount of its purchase price. Any such security interest shall be satisfied by payment in full of the invoiced amount. Buyer agrees to execute any and all such documents, including financing statements, as may be necessary for UTCFS to perfect such security interest. Notwithstanding the foregoing, a copy of the sale or channel agreement may be filed on behalf of UTCFS with the appropriate authorities at any time as and for a financing statement.

Prices. Products and services will be invoiced at prices in effect on date of shipment (invoice date). Prices are not necessarily valid for other current or future sales. Any invoice errors must be disputed within 30 days of invoice date and are subject to correction by UTCFS. Prices exclude any present or future federal, state, provincial, local or other governmental taxes, duties and tariffs applicable to the sale, transportation or use of products purchased, all of which taxes, duties and tariffs shall be paid by Buyer. International sales are subject to applicable transportation and import duties, licenses and fees, or as agreed to by the purchase order. All prices are FOB shipping point.

Change in Buyer's financial condition. UTCFS reserves the right to cancel an order or require full or partial early payment if (1) the solvency or operation of Buyer is in question, (2) Buyer becomes the subject of any bankruptcy proceedings, (3) there is an appointment of a trustee or receiver for Buyer, or (4) Buyer makes an assignment or other arrangement for the benefit of its creditors. UTCFS also reserves the right to cancel or modify Buyer's credit terms at any time.

Delivery, title, and risk of loss. All shipments will be FOB shipping point, and title and risk of loss will pass to Buyer when accepted for shipment by the freight company. On-time shipment is dependent upon Buyer promptly supplying all necessary documentation. UTCFS will ship via its preferred carrier. UTCFS reserves the right to make partial shipments unless specifically stated otherwise on Buyer's purchase order. Freight charges are prepaid by UTCFS and will be invoiced to Buyer. Buyer must promptly file claims for damaged items with the freight carrier. UTCFS will determine the point of shipment. Products may ship from multiple locations.

Excusable delays. UTCFS shall use commercially reasonable efforts to deliver products ordered by Buyer as soon as reasonably practicable. In the event of interruption of any such delivery due to causes beyond the reasonable control of UTCFS, including but not limited to fire, flood, acts of God, war, insurrection, vandalism, sabotage, terrorist events, labor disturbances, riots, national emergency, embargoes or restraints, accidents, extreme weather, governmental prohibitions, or inability to obtain necessary materials or components, UTCFS shall not be in breach and shall have the right, in its sole discretion and upon notice to Buyer, to delay or terminate such delivery. Upon receipt of such notice, Buyer shall have the option to change or terminate such orders.

Shortages. Buyer must notify UTCFS Customer Service within 10 business days of receipt of a shipment in the event that Buyer receives less than the full quantity ordered (a "shortage"). All claims for shortages shall be waived and released after 10 business days of receipt. At UTCFS's option, shipment will be fulfilled or a credit will be mailed to Buyer within 30 days of claim receipt.

Limited warranty

a. For the applicable warranty period set forth in UTCFS's *Return and Warranty Policy*, UTCFS warrants that its products are free from defects in workmanship and materials, and will conform to UTCFS's published specifications, subject to the terms of this limited warranty. This warranty extends only to Buyer and does not extend to any other party. UTCFS is not responsible for components that UTCFS has not supplied. Nor is UTCFS responsible for conditions, changes, alterations, additions, or applications over which UTCFS has no control. Defects or problems as a result of such components, conditions, changes, additions, alterations or applications are not the responsibility of UTCFS. Such conditions include normal wear and tear; catastrophe; fault or negligence of or damage caused by the user or a party other than UTCFS; improper installation, application, storage, maintenance, or use of products; improper or negligent change or alteration of the product; other causes external to products; or failure to conform to any applicable recommendations of UTCFS. The warranty does not cover, and UTCFS does not warrant, batteries of any type. To the extent that any product includes software or firmware, whether included in a product furnished hereunder or provided separately, UTCFS warrants that such software/firmware will, at the time of delivery by UTCFS and for a period of 90 days thereafter, conform in all material respects to UTCFS's documentation relating to such software/firmware. In the event of product discontinuance, the applicable warranty period going forward for units previously sold and for units sold in the future, will be announced in conjunction with announcement of the product discontinuance and may, at UTCFS's sole discretion, be shorter than the term of the original warranty.

b. If any UTCFS product fails to meet this limited warranty, UTCFS shall, at its option, correct any such failure by repairing any defective or damaged parts of damaged product, or make available, FOB shipping point, any necessary repaired or replacement parts. UTCFS reserves the right to replace any product under warranty with new, refurbished or remanufactured product. UTCFS will not be responsible for labor costs of removal or reinstallation of products. The repaired or replaced product is then warranted under the terms of the limited warranty for the balance of the term of the warranty or for 90 days, whichever is longer. For any warranty claim, Buyer must first contact Customer Service and request

truthful and accurate when responding to government officials responsible for regulating the industries in which we do business. UTC standards require more than just obeying the letter of the law. They require that all UTC representatives uphold the spirit of the law in adhering to the highest standards of honesty and integrity, avoiding even the appearance of impropriety.

Requirements

Transactions with government agencies

- Adhere to the highest standards of honesty and integrity, and abide by all applicable laws.
- Comply with applicable government regulations and procedures, whether UTC or your business is prime contractor or subcontractor.

Interactions with government officials

- Make sure that reports, certifications, statements, proposals and claims made to government agencies are truthful and accurate.
- Gifts and entertainment to officials and employees of the governments of the United States and other countries are highly regulated and often prohibited. Do not provide such gifts and entertainment unless the Channel Partner has determined that applicable laws and regulations, and your business' policies and practices permit the Channel Partner, to do so.
- Respect conflict-of-interest laws and regulations regarding the recruitment, hiring or activities of present or former government employees.

Contract proposal and negotiation

- Follow the United States Government's Procurement Integrity Law and other laws and regulations pertaining to procurement. Obtain source selection, competitive or proprietary information only when the government Contracting Officer has authorized release of such information.
- In negotiating certain government contracts, contractors must submit all required cost and pricing data before the contract is awarded. Contractors must also certify in writing that the data is current, accurate and complete. Therefore:
- Maintain current, accurate and complete records of all cost or pricing data. Certify and disclose all data when required by law. When in doubt, disclose.
- Report, prior to certification, all changes or errors in cost or pricing data.

Contract performance

- Meet contract requirements for design, manufacture, materials, testing and any other relevant specifications.
- Purchase materials and services for government contracts only through your approved sourcing operation and comply with your business' purchasing procedures in areas such as truth in negotiations and source selection.
- Avoid unauthorized substitutions, including use of imported materials where domestic materials are specified in the contract.
- Do not deviate from contract requirements without written approval of the authorized government procurement official.
- Accurately allocate costs to the proper contracts. Avoid mischarging, which can result, for example, from improperly filling out time cards, vouchers, charging insupportable overhead costs, incorrectly classifying costs or shifting of costs between contracts.
- Comply with executive orders, laws and regulations applicable to government contractors that require equal employment opportunity, affirmative action and other such contractual requirements.

2.6. Consumer Sales Practices and Telemarketing

UTC's Channel Partners are responsible for strict adherence to all federal, state and local laws and requirements pertaining to sales to consumers, including, but not limited to misleading or deceptive sales practices and "do not call" requirements. The Channel Partner and its employees and representatives are not to hold themselves out in any way that would tend to cause confusion by a consumer that UTC and the Channel Partner are separate companies, or that UTC is in any way the party seeking a sales relationship with the consumer.

The Channel Partner and its employees and representatives shall at all times conduct themselves in a manner that will not lead to any injury to UTC's image or reputation, and shall respond promptly to any complaints that are raised. In that regard the Channel Partner acknowledges that it is responsible for the actions and activities of any telemarketing firm that it retains, and is responsible for conducting reasonable due diligence as to the reputation and training of such firms.

The Channel Partner shall cooperate promptly with any requests by UTC for information regarding complaints raised by consumers or others regarding sales practices.

countries friendly to the United States and business with "blacklisted" United States firms.

Requirements

- Implement programs to assure compliance with U.S. laws and regulations governing international transactions.
- Avoid all transactions prohibited by U.S. laws or regulations.
- Follow all relevant international trade control regulations, including licensing, shipping documentation, import documentation reporting and record retention requirements.
- Avoid any role in restrictive trade practices or boycotts prohibited or penalized under U.S. laws.
- Carefully watch for "red flags" which might indicate unusual licensing requirements, illegal activities or any other violations of this or related UTC policies. Red flags may include:
 - unknown customer without convincing references.
 - unusual transaction or application for the consignee, customer, end use, or location.
 - evasive, reluctant, or otherwise unsatisfactory answers by a customer to questions about end use, end-user, delivery dates, or delivery locations.
 - unusually favorable payment terms.
 - lack of concern for normal training and warranty service.
 - freight forwarder listed as ultimate consignee.
 - abnormal packing, marking, or routing of goods.
 - unusual security or safety measures.
 - inappropriate military links.
 - transaction with embargoed destination.
 - inaccurate or incomplete invoice description of articles.
 - an invoice price that does not reflect the full value of the imported goods.

2.3. Complying With The Antitrust Laws

The antitrust laws of the United States and the competition laws of other countries are a critical part of the business environment in which UTC and its representatives operate. They govern the day-to-day conduct of UTC's and its representatives' businesses in setting prices and other aspects of purchasing, selling and marketing goods and services. UTC is dedicated to compliance with the antitrust laws in all of its activities. Every UTC representative is responsible for compliance with the antitrust laws.

Requirements

- Comply with all applicable antitrust laws, including federal and state antitrust laws of the United States and the competition laws of other countries where your company does business.
- Understand the basic requirements of the antitrust laws, decrees and orders that apply to your business' activities.
- Do not propose or enter into any agreements or understandings – expressed or implied, formal or informal, written or oral – with any competitor following aspects of a competition between UTC or your company and the competitor for sales to third parties: prices, terms or conditions of sale, costs, profits or profit margins, product or service offerings, production or sales volume, production capacity, market share, decisions to quote or not to quote, customer or supplier classifications or selection, sales territories, distribution methods.
- Do not propose or enter into any agreements or understandings with customers who restrict the price at which the customer may resell or lease any UTC product or service.

Application to International activities

United States antitrust laws may apply to UTC's activities in other countries whenever they have an impact on United States domestic or foreign commerce. In addition, many countries in which UTC or its representatives do business have their own antitrust laws. Some of these laws are similar to United States antitrust statutes and others are quite different. This diversity reflects the varied economic and legal philosophies of those countries.

2.4. Money Laundering Prevention

Money laundering schemes are processes by which the existence, nature or source of illegal funds are disguised to

make them appear legitimate. A broad range of financial instruments e.g. money orders, travelers checks, cashiers checks and corporate checks as well as third party checks (where someone other than the customer entity is the Payer) can be used to launder "dirty" money by putting it into otherwise legitimate investments or purchases. Unfortunately, purchases of UTC products could be used for this purpose.

The United States and many other countries in which UTC sells prohibit money laundering and have currency reporting requirements and controls on financial and commercial transactions. Severe criminal and civil penalties (including imprisonment, fines and forfeitures) may be imposed on those who knowingly participate in, or who turn a blind eye to, money laundering activities. UTC is firmly committed to avoiding involvement with money laundering, to complying fully with all applicable anti-money laundering and currency reporting and record keeping requirements and to taking affirmative steps to prevent, detect and report suspected violations to appropriate authorities.

It is important to understand the acceptable initiation of commercial relationships (KNOW THE CUSTOMER) and the acceptable collection of funds from UTC customers (ACCEPTABLE FORMS OF PAYMENT) to prevent UTC or its employees from unwittingly being used by money launderers who are seeking to avoid reporting requirements or dispose of or hide the source, ownership or control of illicit funds,

Know the Customer.

A fundamental way for UTC to avoid becoming involved in money laundering or related activities is to know the true identity of our customers. The UTC customer "sign up" process must provide UTC with sufficient information to make a determination that a potential customer is a legitimate, reputable and creditworthy concern.

The UTC Credit Application is the basic tool to acquire this information. The Policy identifies various "Red Flags" which may appear during the sign up process (or thereafter), which must be satisfactorily resolved before further business is transacted.

Acceptable Forms of Payment

UTC's first line of defense against money laundering and related activities is through the appropriate screening of customer remittances. All remittances must be in a single payment in the full amount of the invoice (adjusted for any debit memos); i.e., no multiple checks and must be in accordance with the following requirements:

Wire or electronic funds transfer;

- Must show invoice(s) numbers.
- Customer must be the originator of the wire or electronic funds transfer.

Customer company check;

- Company name imprinted on check.
- Check drawn on company account.

Irrevocable letter of credit;

- L/C must show invoice(s) numbers.
- Customer must be the account party.

Third party checks;

- From a source which has been approved in writing in advance by the UTC Manager Customer Receivables.

Bank checks and foreign drafts;

- From a source which has been approved in writing in advance by the UTC Manager Customer Receivables.
- Must be accompanied by a statement from the customer detailing the invoices that are being paid.

Deviations from the Acceptable Forms of Payment Procedures may be made ONLY in extraordinary circumstances and with the advanced written approval of the UTC legal counsel and Manager of Finance.

2.5. Working with Government Agencies

UTC and its representatives must excel as honest, responsible suppliers to all government customers. In the global economy, our customers may include federal, state and local governments within the United States, but also government customers throughout the world. This statement of policy describes the company's standards and practices in working with government agencies whether as a prime contractor or subcontractor. It also requires UTC representatives to be

EDWARDS CHANNEL PARTNER
Annex C
INTEGRITY POLICY PRINCIPLES and REQUIREMENTS

1.0 REQUIREMENTS

1.1 The Channel Partner acknowledges having read and understood the requirements and principles of UTC's Code of Ethics and policies relating to business practices, including but not limited to compliance with UTC's policies governing Improper Payments, Money Laundering Prevention, Trade Control Compliance, Antitrust Law Compliance and Working With Governments, all of which are summarized in this Annex C. The Channel Partner agrees that it will train its current and future employees who perform services under this Agreement with respect to UTC's policies and will require their compliance with such policies. Such compliance includes (but is not limited to):

- (I) the obligation not to pay, offer or promise to pay, or authorize the payment directly or indirectly, of any monies or anything of value (whether in the form of compensation, gift, contribution or otherwise) to:
 - (A) a customer,
 - (B) any political party,
 - (C) any candidate for political office,
 - (D) any official of a political party,
 - (E) any official of any public international organization,
 - (F) any government official or employee (collectively, a "Covered Person") or
 - (G) to any third party with knowledge that such money or thing of value will be transferred to a Covered Person, for the purpose of influencing any act or decision of such Covered Person in his or her official capacity, inducing such Covered Person to do or not to do an act in violation of lawful duty, or securing any improper advantage;
- (II) the obligation, in transactions with government agencies, to abide by all applicable laws;
- (III) the obligation to comply with all applicable antitrust laws, including federal and state antitrust laws of the U.S. and the competition laws of other countries where UTC does business, if applicable. In that regard, neither Company nor its employees and/or independent contractors will propose or enter into any agreement or understanding – expressed or implied, formal or informal, written or oral – with any competitor regarding specific details of competition between UTC and sales to third parties;
- (IV) the obligation to follow U.S. laws and regulations governing international transactions (including but not limited to trade control regulations, licensing requirements, shipping documentation, import documentation, prohibition of cooperation with boycotts against countries friendly to the U.S.);
- (V) the obligation to comply with all applicable laws that prohibit money laundering and that require the reporting of cash or other suspicious transactions.

1.2 The Channel Partner hereby represents and warrants that during the term of this Agreement, no owner (whether direct or indirect, or in whole or in part), partner, officer, director or employee of the Channel Partner or of any parent or subsidiary company of the Channel Partner is or will become a candidate for political office or an official or employee of any government, political party, or public international organization and that no candidate for political office or official or employee of any government, political party, or public international organization shall become an owner (whether direct or indirect, or in whole or in part), partner, officer, director or employee of the Channel Partner or of any parent or subsidiary company of the Channel Partner unless such person obtains prior written approval of UTC. In the event that any owner (whether direct or indirect, or in whole or in part), partner, officer, director or employee of the Channel Partner or of any parent or subsidiary company of the Channel Partner is or has been a candidate for political office or an official or employee of any government, political party, or public international organization prior to the date hereof, the circumstances shall have been disclosed to UTC.

1.3 When the Channel Partner has a concern about a possible violation of a UTC policy, the Channel Partner will report the concern to a UTC manager or UTC counsel.

1.4 Neither the Channel Partner, nor its employees or representatives, shall receive anything of material value (in the form of a payment, rebate of any kind, gift, or any other similar benefit) directly or indirectly from any customer or potential client. Similarly, the Channel Partner shall not, directly or indirectly, make any payment, or offer any rebate, gift or similar benefit to any employee or representative of UTC.

2.0 POLICIES AND PRINCIPLES

2.1 Improper Payments

UTC expects its representatives to use only ethical practices in promoting and selling goods and services and in representing UTC to governmental authorities. This statement of policy sets forth the ethical standards of conduct and practices, which must be followed with respect to certain kinds of payments, entertainment and political contributions. UTC will not authorize, involve itself in or tolerate any business practice that does not follow this statement of policy. Nothing in this statement of policy expands or increases the authority to represent UTC granted by UTC to the representative under the contract between the parties.

Requirements

General

- Never make or offer, directly or indirectly, anything of value (such as a bribe or kickback) to a customer or government official to influence or reward an action. A business courtesy, such as a gift, contribution or entertainment, should never be offered under circumstances that might create the appearance of an impropriety.
- Obey the laws of the United States and other countries that relate to matters covered by this statement of policy.

Political contributions

- Obey the laws of the United States and other countries in promoting UTC's or your business' position when dealing with government authorities and in making political contributions.
- Never make or offer, directly or indirectly, a payment or anything of value (such as a bribe or kickback) to any political party, party official, or any candidate for political office of a country outside the United States to influence or reward any governmental act or decision.

Permissible payments

The Channel Partner may provide customers with ordinary and reasonable entertainment and gifts only if they are permitted by:

- the law,
- the customer's own policies and procedures, and
- the Channel Partner's procedures.
- Gifts and entertainment to officials and employees of the governments of the U.S. and other countries are highly regulated and often prohibited. Do not provide such gifts or entertainment unless the Channel Partner has determined that you are permitted to do so by applicable laws and regulations and your business' policies and procedures.
- Understand and keep up-to-date with the laws of the U.S. and other countries, funding agency regulations and customer requirements related to your business and each requirement of this statement of policy. These requirements can be complex, and questions may often arise in relation with a given transaction. If the Channel Partner has any questions related to matters covered by this statement of policy, consult with your business' legal counsel or your UTC business contact.

UTC will terminate contracts with consultants, sales representatives, distributors, channel partners, independent contractors and any other third parties who are unwilling or unable to represent UTC in a manner consistent with this statement of policy.

2.2 Following International Trade Controls

The United States uses international trade controls to protect national security and the domestic economy, and to promote foreign policy. To do business in today's global environment, UTC and its affiliated companies and representatives must follow these laws and regulations. This includes following laws

EDWARDS CHANNEL PARTNER

Annex B

Licensed Mark

FAS Systems Group dba Systems Group LLC
as a Channel Partner may use the "Licensed Mark" listed below for the term of the agreement.



EDWARDS CHANNEL PARTNER

**Annex A
Appointment and Term of Agreement**

Appointment:

Channel Partner: FAS Systems Group dba Systems Group LLC

Location: 14818 W 6th Ave, Unit 6A, Golden, CO 80401

Has been authorized as a Channel Partner approved to sell the following product lines as mentioned in 1. (a) *Appointment of the Channel Partner Agreement.*

Term of Agreement:

The term of the EST portion as mentioned in 4. *Term of Agreement* of the Channel Partner Agreement commences on 01/01/2013 ending on 12/31/2015

- Product Line: EST
- Type of Appointment: Strategic Partner
- Annual Purchase Goal for 2013 in accordance with 22(b) of the Agreement is: \$1,200,000
- EST Sales Contact: John Weidow
- The Primary Market Area: CO1, CO2, CO3

The term of the AIR Intelligence portion as mentioned in 4. *Term of Agreement* of the Channel Partner Agreement commences on 01/01/2013 ending on 12/31/2015

- Product Line: AIR Intelligence
- Type of Appointment: Strategic Partner
- Annual Purchase Goal for 2013 in accordance with 22(b) of the Agreement is: \$25,000
- AIR Intelligence Sales Contact: John Weidow
- The Primary Market Area: CO1, CO2, CO3

The term of the Dukane portion as mentioned in 4. *Term of Agreement* of the Channel Partner Agreement commences on 01/01/2013 ending on 12/31/2015

- Product Line: Dukane
- Type of Appointment: Dealer
- Annual Purchase Goal for 2013 in accordance with 22(b) of the Agreement is: \$25,000
- Dukane Sales Contact: John Weidow
- The Primary Market Area: CO1, CO2, CO3

EDWARDS CHANNEL PARTNER AGREEMENT

The parties have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below are on the date of signature authorized to execute this Agreement.

CHANNEL PARTNER:
Approved By:

UTC FIRE & SECURITY AMERICAS CORPORATION, INC.
Approved By:

Signature: _____

Kurt Bailey, National Sales Manager, EST and Dukane

Title: Manager

Date: _____

Date: _____

Office code: EST011159

Channel Partner of any provision of this Agreement; (ii) the Channel Partner's operation of its business pursuant to this Agreement; or (iii) the sale, installation, maintenance and/or monitoring of Products. Subject to the immediately following sentence, the Channel Partner will indemnify hereunder for all expenses (including reasonable legal expenses and costs) as they are incurred in connection with investigating or defending any such action or claim, whether or not in connection with pending or threatened litigation in which the entity is a party. Notwithstanding anything herein to the contrary, the Channel Partner shall not have any indemnification obligation hereunder for any claims arising out of the gross negligence or intentional misconduct of UTC.

21. MISCELLANEOUS.

- a) This Agreement shall be governed and construed exclusively by the laws of the State of New York, to the exclusion of its conflict of law rules. Except for claims subject to arbitration, all proceedings for the enforcement of hereof shall be brought in a federal court located in Tampa, Florida or a state court located in Sarasota, Florida. The Channel Partner and UTC consent and submit to the jurisdiction of said courts and agree that service of process may be made by registered or certified mail, or in any manner provided under Florida or applicable federal law. Nothing herein shall prevent a party hereto from joining the other party as additional defendants or third-party defendants in any suit brought by or against such party in another forum if any issue in said suit relates to the matters referred to in this Agreement.
- b) Arbitration. Except for (i) actions by UTC to collect amounts owed to UTC by the Channel Partner pursuant to the terms and conditions of this Agreement and any purchase orders hereunder; and (ii) claims by UTC for equitable relief, any dispute, controversy or claim arising out of or in connection with this Agreement shall be resolved by binding arbitration using a single arbitrator through the International Institute for Conflict Prevention & Resolution ("CPR") and in accordance with CPR's Non-Administered Arbitration Rules. The arbitration shall take place in the city of Sarasota, Florida.
- c) This Agreement and any Annex, policy, guideline or procedure referred to herein constitute the entire agreement between the Parties with respect to subject matter thereof and the time period covered thereby and supersede all prior statements, agreements, understandings, communications, representations and/or promises, whether in writing or oral, of the Parties relating thereto. This Agreement shall not in any way invalidate, supersede or void any prior obligations owed by the Channel Partner to UTC.
- d) This Agreement shall not be effective until signed by an authorized representative of both parties, and may not be modified except by a written instrument duly signed by authorized representatives of both Parties.
- e) In no event shall UTC be obligated under this Agreement to take any action or omit to take any action that UTC reasonably believes would cause it to be in violation of any United States laws, including without limitation the Foreign Corrupt Practices Act.
- f) No failure on the part of a Party hereto to exercise, and no delay in its exercise of, any right, power or privilege hereunder shall operate as a waiver thereof. Moreover, no single or partial exercise by a Party of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- g) In consideration of the execution of this Agreement by UTC, the Channel Partner hereby releases UTC from all claims, demands, contracts and liabilities, if any there be, relating to the distribution of the Products as of the date of execution of this Agreement by the Channel Partner, except indebtedness which may be owing and claims founded upon a written contract signed on behalf of UTC.
- h) The Channel Partner hereby agrees to comply at all times with any and all existing and future rules, policies, procedures and/or guidelines that may be from time to time instituted, furnished, or provided by UTC to the Channel Partner concerning, by way of example only, such topics as: pricing,

discounting, branding, trademarks, terms & conditions, returns & warranties, compliance, out of territory requests, end-user protections, non-solicitation, and any other topics as UTC in its sole discretion may determine.

- i) If one or more of the provisions of this Agreement are at any time found to be invalid by a court, tribunal or other forum of competent jurisdiction, or otherwise rendered unenforceable, such provision or provisions shall be severable from this Agreement so that the validity or enforceability of the remaining provisions of this Agreement, or the validity of the provision(s) in question in any other jurisdiction, shall not be affected thereby.
 - j) Neither party may assign its rights or obligations hereunder without the prior written consent of the other, except UTC may assign this Agreement without the consent of the Channel Partner (i) to any affiliate or (ii) in connection with the sale of all or substantially all of the assets of the UTC business to which this Agreement pertains. This Agreement shall be binding on the successors and assigns of the parties, who shall remain fully liable as guarantors of subsequent performance in the event of transfer. A material consideration for UTC entering into this Agreement is the reputation, qualification and ability of the present owner, or owners, of the Channel Partner's business.
 - k) Specific Performance. Channel Partner agrees and acknowledges that money damages may not be a sufficient remedy for any breach of this Agreement by Channel Partner, and agrees that UTC shall be entitled to seek specific performance or injunctive relief, as appropriate, (including an injunction to halt Channel Partner's sale of the Products) as a remedy for any breach or threatened breach hereof, in addition to any other remedies available at law or in equity, and waives the defense of the availability of relief in damages.
 - l) Notices. UTC may notify Channel Partner of new, modified or discontinued Products, new or discontinued UTC Marks, modified terms and conditions relative to purchase orders, and/or modified pricing by delivering such information to Channel Partner in a channel memo or similar document sent via email to the corporate contacts and email addresses identified by Channel Partner (or to another email address as directed by Channel Partner in writing). The information contained in such channel memos shall be deemed to have been received and agreed to by Channel Partner.
- 22. REVIEW OF MUTUALLY AGREED UPON GOALS; ANNUAL PURCHASE GOAL; INFORMATION.**
- a) The Channel Partner hereby agrees to participate in quarterly appraisals of identified performance goals and objectives.
 - b) The Channel Partner's purchase goal for the first year is set forth in Annex A. Annual purchase goals will be established at the beginning of each calendar year with the issuance of a subsequent Annex A.
 - c) Within sixty (60) days after the beginning of each calendar year of the agreement, UTC and the Channel Partner shall meet to review the Channel Partner's sales goals for the forthcoming year. Nothing contained in this paragraph, including failure to conduct the performance review contemplated hereunder, shall limit or restrict UTC's right to terminate or fail to renew this Agreement as provided in this Agreement.
 - d) Upon request, the Channel Partner hereby agrees to provide UTC with information concerning its business including, but not limited to, their most recent two years comparative, income statement and balance sheet. Such information shall be maintained in confidence by UTC in the same manner as UTC protects its information of a similar nature.
 - e) The Channel Partner shall, upon reasonable request, immediately make available to UTC sales, service and other records and data relating to the Products, and the sales and service thereof, in the event that UTC reasonably determines such records and data are required for the purposes of assessing compliance, product safety or liability matters. This provision shall survive the termination or expiration of this Agreement.

16. INSURANCE.

- a) Channel Partner shall procure and maintain insurance, at all times during the term of this Agreement, covering all of its operations from insurance companies that are licensed to do business in the jurisdiction where its services are to be performed and are reputable and solvent (A.M. Best's insurance Rating of A-VIII or better) or as otherwise acceptable to UTC, as follows:
- (i) Commercial General Liability insurance for liability due to bodily injury and/or property damage, including coverage for (a) premises and operations, (b) products and completed operations, (c) contractual liability, (d) broad form property damage, with limits of \$1,000,000 per occurrence Bodily Injury and Property Damage combined, \$1,000,000 per occurrence Personal and Advertising Injury, \$2,000,000 aggregate for Products and Completed Operations, and \$2,000,000 general aggregate. The policy shall be written on an "occurrence" form basis. With respect to hazards associated with the products-completed operations the policy shall be continuously renewed/maintained by Channel Partner for a period of at least four (4) years following the termination of this Agreement.
 - (ii) Excess Liability at not less than \$2,000,000 limit providing excess coverage over all limits and coverages noted in 16(a)(i) above; and
 - (iii) Property insurance shall be required if Channel Partner takes possession of property owned by UTC. Coverage shall be for all risks with limits sufficient to meet the replacement value of Products in Channel Partner's care.
- b) Channel Partner agrees to comply with each of the following conditions/obligations if so requested by UTC:
- (i) All policies will be endorsed to include a waiver of subrogation in favor of UTC and to name UTC, its officers, directors, employees, agents and representatives as additional insureds on Channel Partner's insurance policies. Coverage for the additional insured's shall apply on a primary and non-contributory basis, irrespective of any other insurance whether collectible or not. Channel Partner shall furnish UTC with such separate endorsement in a form acceptable to UTC.
 - (ii) Channel Partner will promptly furnish UTC with certificates of insurance verifying the coverage required in this Section 16. The certificates of insurance shall be on an accord form or equivalent and will provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to UTC.
 - (iii) Any acceptance of insurance certificates by UTC will in no way limit or relieve Channel Partner of the duties and responsibilities in this Agreement. If higher limits or other forms of insurance are required by UTC, Channel Partner will comply with such requirement.
 - (iv) Should Channel Partner fail to maintain any insurance coverage required hereunder, UTC may obtain the required insurance coverage at the expense of Channel Partner. The indemnities contained in this Agreement are not limited by the insurance requirements.

17. TRAINING.

UTC will, within practical limitations, provide technical and sales training for the Channel Partner's qualified employees at locations designated by UTC. A fee will be charged by UTC for this service. Although UTC's training certification program benefits the individual certified technician, UTC's certification shall enure to the benefit of the Channel Partner who invested (i.e. paid UTC) in the training certification program on behalf of its employee technician ("Investing Channel Partner"). In the event a certified technician leaves an Investing Channel Partner within twenty-four (24) months of receiving certification, that Investing Channel Partner will receive one (1) training "token" for use towards a future certification training course offered by UTC ("Training Token"), provided that UTC receives written notice within 30 days of employee technician's departure. An employee technician's certification

automatically becomes null and void once that technician leaves the Investing Channel Partner and any future work by that technician under any non-Investing Channel Partner's account shall be subject to: (i) a re-enrollment fee; and/or (ii) a refresher training course, if any, as may be required by UTC. Channel Partner may be allotted up to an annual maximum of five (5) Training Tokens per calendar year, and each Training Token shall expire 12 months after issue. Training Tokens do not have any cash value, are not transferable, exchangeable and cannot be sold or traded. UTC may, in its discretion, cancel, modify, restrict or terminate this certification training investment protection or any aspects or features of this program at any time without prior notice.

18. EXPORT CONTROL.

UTC's obligations hereunder shall be at all times subject to the export administration and control laws and regulations of the United States Government, including any future amendment thereof. With respect to the resale or any other disposition of Products or any commercial and technical data and information supplied by UTC, the Channel Partner shall also comply fully with the export administration and control laws and regulations of the United States Government, and any amendments of such laws and regulations.

19. COMPLIANCE WITH LAWS AND UTC POLICIES.

- a) Compliance with Law. The Channel Partner shall comply with all laws, regulations, orders and by-laws made by any statutory authorities, other authorities or public bodies, which shall be applicable to it as a result of this Agreement. During the term of this agreement, the Channel Partner shall be in good standing in the jurisdiction of its formation and shall preserve and maintain all material authorizations, rights, franchises, privileges, consents, approvals, licenses, permits, or registrations that are or may hereafter be required or necessary for the lawful transaction of its business in that jurisdiction or the Territory.
- b) Compliance with UTC Code of Ethics and UTC policies. The Channel Partner acknowledges having read and understood the requirements and principles of UTC's Code of Ethics and policies relating to business practices, including but not limited to compliance with UTC's policies governing Improper Payments, Money Laundering Prevention, International Trade Control Compliance, Antitrust Law Compliance and Working With Governments, all of which are summarized in Annex C hereto, and are a fundamental part of this Agreement. The Channel Partner agrees that it will train its current and future employees who perform services under this Agreement with respect to UTC's policies and will require their compliance with such policies.
- c) In the event that UTC reasonably believes that a breach of any of the representations and warranties contained in this paragraph 19 has occurred or will occur, then in addition to any other rights and remedies UTC may have hereunder, UTC may withhold further performance of any or all of its obligations under this Agreement (including, without limitation, withholding delivery of Products or payment of any amounts due) until such time as UTC has received confirmation to its satisfaction that no breach has or will occur. UTC shall not be liable to the Channel Partner for any claim, losses or damages whatsoever related to its decision to withhold performance under this provision. UTC shall have the right to audit the books and records, including electronic communications and records, of the Channel Partner related to the Channel Partner's performance under this Agreement in order to satisfy itself that no breach has occurred. The Channel Partner shall cooperate fully with any such audit.

20. INDEMNIFICATION.

The Channel Partner shall indemnify, defend and hold UTC and its legal representatives, agents, employees, officers, directors, divisions, subsidiaries, affiliates, parents, and their successors and assigns harmless from and against any loss, claim, liability, damage or expense (including reasonable legal expenses and costs) that UTC or they may suffer, sustain or become subject to, as a result of any alleged act, omission or obligation of or by the Channel Partner or the Channel Partner's agents arising out of (i) any alleged breach by the

- a) The Channel Partner acknowledges that it has not paid to UTC, directly or indirectly, any franchise or other fee or charge for its appointment as a Channel Partner of Products, or any other rights granted hereunder, and further acknowledges that nothing contained herein shall be deemed to create any interest of the Channel Partner in the Products or the commercial symbols described in paragraph 7, or any joint or mutual association or community of interest between the parties respecting the Products or such symbols or the marketing hereof.
- b) The Channel Partner undertakes to carry out this Agreement as an independent contractor, and shall buy and sell the Products in its own name and on its own account. All offers and quotations made by the Channel Partner to potential customers for the Product(s) shall be issued in the Channel Partner's name only. The Channel Partner shall not make any offers or quotations, execute any agreements or documents, or make any commitments of any nature in the name of or on behalf of UTC without the prior written consent of UTC. Neither this Agreement nor the relationship hereunder shall be deemed to create a partnership, commercial agency, sales agency, service agency or other agency, representation, employment or similar relationship between the Parties hereto. Neither Party is granted the right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party.
- 10. PRODUCT CHANGES AND PRODUCTION LIMITS.**
UTC reserves the right from time to time, in its absolute discretion, without thereby incurring any liability to the Channel Partner with respect to any order therefore placed by the Channel Partner, or otherwise, to discontinue or to limit its production of any model or product, to alter the design or construction of any model or product, and to add new additional models or Products to its line.
- 11. USE OF SUBCONTRACTORS.**
Channel Partner shall not subcontract Product's installation and/or servicing or other maintenance or repair services to third parties that requires or may require: any form of SDU or SSS programming, including revision(s) and update(s); or the use of Edward's Property ("Product Programming Services"). All Product Programming Services must be performed by Edwards trained and certified technician(s). To the extent Channel Partner subcontracts any part of the pre-work not involving Product Programming Services to third parties, Channel Partner guarantees the performance of all subcontracted work and shall remain solely liable for all subcontracted obligations. Channel Partner shall ensure that such third parties are properly licensed, trained and certified to provide such installation and/or servicing. Channel Partner shall make all payments to its subcontractors. If Channel Partner fails to pay subcontractor for work performed, UTC shall have the right, but not the obligation, to pay the subcontractor and offset any amounts due to Channel Partner with amounts paid to subcontractor.
- 12. GOVERNMENT CONTRACTS.**
Channel Partner shall not publish or reference the Products in any government contract, wherein such publication or reference could reasonably be construed by the government entity as enabling that government entity to purchase such Products for future projects or bids which are not the subject of the government contract in question, without the prior written permission of UTC, which permission may be withheld or granted at UTC's sole discretion.
- 13. EXCUSED PERFORMANCE.**
UTC reserves the right to withhold shipments and cancel existing Channel Partner orders if payment terms are not adhered to or if established credit limits are exceeded. UTC shall not be responsible for delays in shipment of goods to the Channel Partner howsoever occasioned, regardless of whether due to causes beyond UTC's reasonable control.
- 14. TERMS AND CONDITIONS OF SALE; RETURN AND WARRANTY POLICY; PRICING.**
- a) UTC will sell to the Channel Partner such Products as the Channel Partner shall reasonably order, which sales are subject to UTC's "Terms and Conditions of Sale" and "Return and Warranty Policy" in effect on the date of shipment, notwithstanding any inconsistent terms that the Channel Partner may employ or propose on its purchase order forms or otherwise. The "Terms and Conditions of Sale" and "Return and Warranty Policy" in effect on the effective date of this Agreement are set forth in Annex D. The "Terms and Conditions of Sale" and "Return and Warranty Policy", as may be amended by UTC from time to time and posted to UTC's website at my-eddie.com, are hereby incorporated by reference.
- b) Prices for Products and payment terms shall be those established by UTC for the category of the Channel Partner assigned in Annex A, in effect on the date of shipment. The Channel Partner shall not deduct from invoices any charges or allowances not authorized by UTC. Prices may be changed at any time by UTC. UTC will attempt to give 30 days' notice for any price changes.
- c) Unless otherwise agreed in writing, all payments shall be made in US Dollars from the Channel Partner's bank account to UTC's designated account.
- 15. OWNER TRACKING AND PRODUCT SAFETY.**
- a) Channel Partner agrees that it will maintain a record of all System Owners to which or to whom Channel Partner has sold Products and/or provided service relating to Products, which records shall include, at a minimum, System Owner name and address, Product sold/serviced, the respective date(s), and the installed SSS, along with the associated project and data files, and related access passwords (collectively "Owner Records"). Upon UTC's request, Channel Partner shall provide Owner Records to UTC in support of UTC's Product-tracking and safety maintenance efforts. Channel Partner shall retain such Owner Records during the term of this Agreement and for at least ten (10) years thereafter.
- b) In the event UTC issues a Tech Facts bulletin (or other safety related communication) or announces a product replacement program, remediation, recall or similar type of action, Channel Partner will use its best efforts to cause such program or action to be carried out with respect to all Products sold and/or serviced by Channel Partner and to cause the program's intended result to be accomplished as rapidly and completely as practicable. Channel Partner's "best efforts" shall include, but shall not be limited to, conducting all inspections, firmware upgrades and/or replacements requested by UTC in writing and completing all documentation confirming such actions have been completed and/or explaining why completion is not possible. Any additional compensation for implementing such program or action, if any, shall be determined by UTC in its sole discretion.
- c) Channel Partner shall provide UTC with copies of all product liability claims and complaint letters relating to Products within three (3) business days of receipt. UTC agrees to promptly notify Channel Partner of any laws, regulations, decrees, orders or judgments of courts, tribunals, or government agencies, of which UTC is aware, that require any of the Products sold or distributed by Channel Partner to be recalled ("Mandated Recall"). If the Products are subject to a Mandated Recall, Channel Partner shall be responsible for properly effecting the Mandated Recall. The party causing the problem resulting in a Mandated Recall shall bear the expense related thereto. If both parties contributed to the problem resulting in a Mandated Recall, the expenses thereof shall be split in proportion to each party's relative responsibility. The party liable for the cost of a Mandated Recall shall retain all Products so recalled. To the extent that the costs of a Mandated Recall are shared, each party shall be entitled to its pro-rata share of such recalled Products.
- d) UTC may require Channel Partner to perform certain Product related services that must be completed within forty-eight (48) hours of notice from UTC ("Emergency Services"). To the extent UTC requires Emergency Services be provided by Channel Partner, Channel Partner shall be entitled to a flat fee of one thousand dollars (\$1,000) per site completed within thirty (30) days of submission of the completion documentation to UTC.

Partner shall ensure such cessation of use and removal by all persons claiming to have received the right to such use from the Channel Partner.

- d) The acceptance of any order from, or the sale of any Product(s) to, the Channel Partner, after the expiration or the termination of this Agreement shall not be construed as a renewal or extension thereof nor as a waiver of expiration or termination. In the absence of a written agreement between the Parties, all such transactions shall be individually governed by the terms and conditions of this Agreement.
 - e) In the event that this Agreement has been terminated as the result of UTC having concluded that a breach of the provisions of paragraph 19 has occurred, in addition to any other rights or remedies UTC may have hereunder,
 - (i) UTC shall not be obligated to further perform any or all of its obligations under this Agreement (including, without limitation, withholding delivery of Products or payments); and
 - (ii) The Channel Partner shall indemnify and hold UTC harmless against any and all claims, losses or damages arising from or related to a breach by the Channel Partner or UTC's termination of the Agreement.
- 7. TRADEMARKS, INDUSTRIAL & INTELLECTUAL PROPERTY RIGHTS.**
- a) **Intellectual Property Rights.** UTC's industrial and intellectual property rights means any and all rights in patents, utility models, trade or service marks, trade names, copyrights (including rights in computer, firmware, software and databases) and "moral rights", design rights, inventions, discoveries, confidential information, rights in know-how, and rights to all or any other industrial or intellectual property, in any format now known or hereafter devised, whether or not registered or capable of registration including, where the context allows, applications for the grant of any of the foregoing and the right to apply for any of the foregoing, and all rights or forms of protection having an equivalent or similar effect to any of the foregoing which may now exist or are hereafter created in any part of the world ("IPR"). The Products which contain IPR are in whole or in part protected by US and international copyright, patent and/or trade secret laws. This Agreement is not intended to grant, and shall in no way be construed to grant, to Channel Partner any IPR, including but not limited to the intellectual property associated or used in connection with the Products, system components, firmware, software and customizations therewith.
 - b) **Validity and Ownership of the UTC Trademarks.** The Channel Partner admits the validity, and UTC's (or its affiliates') ownership, of UTC's marks, including but not limited to: UTC, UTC Fire & Security, Edwards, Vigilant, Dukane, Edwards Signaling, FireworX and EST ("UTC Marks"). The Channel Partner agrees that any and all goodwill, rights or interests that might be acquired with respect to the UTC Marks used by the Channel Partner shall inure to the sole benefit of UTC. If the Channel Partner obtains rights or interests in the UTC Marks, the Channel Partner hereby transfers, agrees to transfer, and shall execute upon request by UTC any additional documents or instruments necessary or desirable to transfer, those rights or interest to UTC. The Channel Partner admits and agrees that, as between UTC and the Channel Partner, the Channel Partner has been extended only a mere permissive right to use the UTC Marks as provided in this Agreement which is not coupled with any ownership interests.
 - c) **Notification of Unfair Competition.** Channel Partner will promptly notify UTC of any acts of unfair competition affecting the latter, and of all infringement and/or misuse of IPR, including UTC Marks and UTC's trade dress, and will cooperate with UTC to the extent reasonably requested, in any action taken by UTC with respect to such infringement and/or misuse and cooperate fully to best protect itself against such acts and infringements.
 - d) **Limited License of Licensed Trademarks.** Subject to the Channel Partner's compliance with the terms and conditions of this Agreement and only until such time as this Agreement expires or is terminated, UTC hereby grants the Channel

Partner a personal, non-exclusive, non-transferable, revocable, royalty-free license, without the right to sublicense, to use only those marks that are expressly depicted in the attached Annex B for the type of appointment of the Channel Partner (hereinafter, "Licensed Marks") in advertising, sales promotion and marketing materials, signs, displays, stickers, vehicle markings, and other marketing materials, but only in connection with the Channel Partner's authorized resale of Products that bear a UTC Mark and only directly in association with names or illustrations of those Products or with said products themselves. UTC may add, modify or delete one, more, or all of the trademarks that comprise the Licensed Marks. The Licenses Marks shall not include any other trademark owned by UTC. All rights of use shall cease and terminate upon expiration or termination of this Agreement and the Channel Partner shall thereupon cease all such uses.

- e) **Similar Marks.** The Channel Partner agrees not to: (a) use or register in any jurisdiction any marks confusingly similar to, or consisting in whole or in part of, any of the UTC Marks or (b) register any of the UTC Marks in any jurisdiction. Whenever the Channel Partner becomes aware of any reasonable likelihood of confusion or risk thereof between a non-licensed trademark used by the Channel Partner and a UTC Mark, or if UTC notifies the Channel Partner that it reasonably believes such risk exists, the Channel Partner shall take appropriate steps, including all reasonable steps requested by UTC, to promptly remedy or avoid such confusion or risk of confusion. Without limiting the foregoing, the Channel Partner specifically agrees that it will not, in any manner, use the words United Technologies, UTC, Chubb, Kidde, EST, Edwards, Edwards Signaling, Vigilant, FireworX or any imitation or variant thereof as part of the Channel Partner's trade name, company name, or firm name. The Channel Partner shall not, expressly or by implication, do business as or represent itself as UTC or otherwise use materials bearing any of the UTC Marks in a manner that is false or misleading.
 - f) **Brand Identity Guidelines.** The Channel Partner shall ensure that all promotional or other material satisfy UTC's brand identity guidelines located at my-eddie.com or any other brand guidelines, rules or regulations furnished to the Channel Partner by UTC with respect to the appearance and manner of use of the Licensed Marks. In using the UTC Marks, the Channel Partner shall indicate that the UTC Marks are trademarks of UTC.
 - g) **Internet.** The Channel Partner shall not use the UTC Marks in a domain name, website name or as part (or whole) of the URL relating to a website.
 - h) **No Harm.** The Channel Partner will not do or cause to be done any act (a) disparaging UTC or any of the Products or (b) disputing, attacking, challenging, impairing, diluting, or in any way seeking to harm the reputation or goodwill associated with the UTC Marks.
 - i) **Termination of License.** The rights granted to the Channel Partner under this paragraph 7 shall immediately terminate in the event that the Channel Partner's acts or omissions breach the terms of this Agreement or otherwise harm the reputation or goodwill associated with the UTC Marks. Upon expiration or termination for any reason, the Channel Partner shall immediately cease and completely discontinue use of the UTC Marks and take all other actions necessary to effect the elimination of all such uses of the UTC Marks.
 - j) **Reservation of Rights.** The Channel Partner is authorized to use the Licensed Mark only as provided in this Agreement. Any right not expressly granted to the Channel Partner, including any right to use any other mark owned by UTC, is specifically reserved for UTC.
- 8. LIMITATIONS OF LIABILITY.**
In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall UTC be liable for any special, indirect, consequential, incidental or exemplary damages including, but not limited to, loss of profit or revenues.
- 9. APPOINTMENT AND RELATIONSHIP.**

reasonably requested, in any action taken by UTC with respect to such violations.

3. CONFIDENTIALITY.

The Channel Partner acknowledges that it will receive confidential information and trade secrets ("the Confidential Information") from UTC during the term of this Agreement. The Confidential Information shall be deemed to include the contents of this Agreement and all information received by the Channel Partner in connection with this Agreement, except anything designated in writing as non-confidential. The Channel Partner agrees to maintain the secrecy of the Confidential Information and agrees neither to use it (except for the purposes permitted herein) nor to disclose it to any third party or to any of its employees who do not have a need to know it in order to perform their obligations under this Agreement. Without limiting the generality of the foregoing, the price lists furnished to the Channel Partner from time to time are the sole property of UTC and the Channel Partner will hold such information strictly confidential. The Channel Partner further agrees that it will from time to time as requested by UTC execute agreement(s) providing in further detail for the maintenance of secrecy in regard to Confidential Information.

4. TERM OF AGREEMENT.

This Agreement shall be for the term as listed in Annex A, unless terminated earlier as provided herein. This Agreement shall automatically terminate at the end of its term unless renewed by both parties in writing prior thereto. Those provisions of this Agreement that contain obligations that are continuing in nature such as, but not limited to, paragraphs 3, 6, 7(d)-(j), 8, 15, 16, 18, 19, 20, 21 and 22(e), shall survive the termination or expiration of this Agreement.

5. TERMINATION.

- a) This Agreement may be terminated:
- (i) By either party without cause upon 90 days prior written notice;
 - (ii) By either Party, effective immediately upon notice, if the other Party becomes the subject of any bankruptcy proceedings, receivership, or other insolvency proceedings or makes any assignment or other arrangement for the benefit of its creditors, or otherwise ceases to do business; or
 - (iii) By UTC, effective immediately upon notice, if
 - a) the Channel Partner attempts to sell, assign, delegate, or transfer any of its rights and obligations under this Agreement without having obtained UTC's written approval at least 30 days prior to the execution of a signed agreement and at least 60 days prior to a scheduled closing with a prospective buyer, or
 - b) a material change occurs in the management, ownership or control of the Channel Partner which is unacceptable to UTC, or
 - c) the Channel Partner engages in conduct which is unethical, unlawful or otherwise inimical to the business interests of UTC, or
 - d) UTC reasonably concludes that the Channel Partner has violated UTC's compliance or ethics policies or any other agreement with UTC or with any third parties, or otherwise has breached its obligations set out in paragraphs 3, 7 or 19 hereof, or
 - e) the Channel Partner conducts its business in such a manner as to create actual or potential significant customer dissatisfaction such that, as determined by UTC in its sole discretion, the goodwill of UTC may be adversely affected; or
 - f) the act or omission of the Channel Partner, including any principal owner(s) or officer(s) of the Channel Partner, breaches the terms of this Agreement or conducts its business in such a manner that, as determined by UTC in its sole discretion, harms the reputation or goodwill associated with UTC's trademarks or trade names.
- b) Each of the Parties hereby acknowledges and agrees that

- (i) termination, expiration or non-renewal of this Agreement in accordance with its terms is just or justifiable cause, and
- (ii) its agreement to include such termination, expiration or non-renewal provisions in this Agreement is its consent to such termination, expiration or non-renewal.

6. RIGHTS AND OBLIGATIONS ON TERMINATION OF THIS AGREEMENT.

Upon termination, expiration or non-renewal of the Agreement, Channel Partner agrees to the following:

- a) Channel Partner agrees that UTC may contact, or respond to queries from, System Owners using Products and may direct such System Owners to other authorized Channel Partners for future servicing of Products. Channel Partner further agrees that UTC has a fully paid up, perpetual, irrevocable and transferable license to use any copy of installed SSS. All orders made to Channel Partner after the effective date of termination or expiration shall be directed to UTC. Channel Partner understands UTC's desires to serve System Owners using its Products and shall support UTC's efforts in directing such System Owners to authorized Channel Partners, whether or not they are competitors.
- b) Channel Partner shall immediately cease and completely discontinue use of all UTC's Property, and take all other actions necessary to effect the elimination of all such uses of UTC's Property by others in its employed. Channel Partner shall, within thirty (30) days from the effective date of termination or expiration of this Agreement, surrender to UTC, free of charge:
 - (i) all UTC's Property;
 - (ii) at UTC's request, a copy of any installed SSS, including all related project and data files; and
 - (iii) at UTC's request, a copy of any other site-specific data and documents, including any PINs and passwords required to access UTC's Property and SSS.
- c) Subject to paragraph 6(e), upon the termination or expiration of this Agreement howsoever occasioned:
 - (i) Any uncompleted orders placed by the Channel Partner with UTC will be completed on the same terms and conditions as if this Agreement was still subsisting except for the payment terms.
 - (ii) UTC may at its option repurchase from the Channel Partner any or all of the Products then stocked by the Channel Partner at the Channel Partner's invoiced price of such Products less such an amount to be agreed attributable to diminution in value of such Products by reason of their physical condition and/or obsolescence.
 - (iii) Save as aforesaid the Channel Partner expressly waives the benefits of and agrees not to assert any statutory of other rights available under any applicable law that might limit the exercise of any termination rights or that might provide for compensation not contemplated in this Agreement to the Channel Partner upon termination. The Channel Partner shall not be entitled to any termination or severance compensation or to payment in respect of any goodwill or loss of prospective profits or on account of any expenditure incurred by the Channel Partner except as specifically provided by this Agreement or authorized in writing by UTC.
 - (iv) The Channel Partner will, if required by UTC, immediately destroy or return to UTC all price books and lists, quotations, discount sheets, technical specifications and all other documents which the Channel Partner has received from UTC except those distributed to the general public in the normal course of trade.
 - (v) Outstanding unpaid invoices shall become payable immediately in place of the payment terms that may have been agreed subsequently between the parties or established by course of conduct.
 - (vi) Except as otherwise requested by UTC, the Channel Partner shall immediately cease all sales and other activities in connection with the Products.
 - (vii) The Channel Partner, except as may be otherwise authorized in writing by UTC, shall immediately cease to use the name and all trademarks of UTC. The Channel

EDWARDS CHANNEL PARTNER AGREEMENT

This AGREEMENT made between
UTC FIRE & SECURITY AMERICAS CORPORATION, INC.
8985 Town Center Parkway,
Bradenton, FL 34202 (hereinafter called "UTC" or "Edwards"), and
FAS Systems Group dba Systems Group LLC

14818 W 6th Ave, Unit 6A

Golden, CO 80401
(hereinafter called "Channel Partner")

In consideration of the mutual promises and obligations set forth herein,
the parties agree as follows:

1. APPOINTMENT.

- a) UTC hereby appoints the Channel Partner as a non-exclusive authorized Edwards Channel Partner for the promotion, sale, installation and servicing of the product lines (hereinafter "Products") listed in Annex A, in the primary marketing area set forth in Annex A. The type of appointment of the Channel Partner is set forth in Annex A.
 - b) The Channel Partner agrees that, without prior written authorization by UTC, the Channel Partner shall not solicit orders for or sell, install or service Products outside the primary marketing area as set forth in Annex A, and shall not knowingly sell Products to third parties who intend to resell or install the Products outside the primary marketing area set forth in Annex A.
 - c) The Channel Partner hereby accepts such appointment on the terms and conditions provided herein.
 - d) The Channel Partner undertakes to actively promote user acceptance of, to specify and to sell Products. In performance of these obligations, the Channel Partner shall:
 - (i) Engage in presale activities to potential users, architects, consulting engineers, contractors, legislative (code making) bodies and others interested in Products, including providing specifications, diagrams, quotations and follow-up services in the pursuit of orders for Products.
 - (ii) Employ adequate sales personnel trained in the marketing, sales application, installation and servicing of Products.
 - (iii) Employ an adequate staff of trained technical personnel for the prompt performance of final system check out, warranty and other maintenance and repair services required to support product sales.
 - (iv) Maintain at all times a representative and reasonable inventory of Products, parts and test equipment.
 - (v) Promote the image and reputation of UTC, and to comply with
 - (a) all laws governing the performance of its obligations hereunder,
 - (b) the UTC Code of Ethics and all UTC policies and requirements pursuant to paragraph 19 and Annex C hereof while performing its obligations hereunder as well as in its relations with any third parties or representatives or in any other agreement.
 - (vi) Insure that the Channel Partner's personnel attend training courses specified by UTC and pass applicable certification exam.
 - (vii) Submit purchase orders subject to the UTC "Terms and Conditions of Sale" and "Return and Warranty Policy" as provided in paragraph 14 hereof.
 - (viii) Maintain, and furnish to UTC upon request, records and/or information concerning its sales of the Products, the evolution of the relevant segments and other matters which are relevant to the performance of the Channel Partner under this Agreement.
- ### 2. CHANNEL PARTNER RESPONSIBILITY & AUTHORITY.
- a) Upon customer (contractor) completion of each new or modified system installation, the Channel Partner shall perform the programming and final check out / verification of

the system installation and is responsible for acceptance of the system by the local inspection authorities and the Product end-user/owner ("System Owner") in accordance with all applicable specifications and codes.

- b) The Channel Partner agrees not to provide a quote or price to a System Owner or contractor for a new addition or modification to an existing system installation for which the Channel Partner does not possess the site-specific software ("SSS") (including data disk or password) without giving prior written notice to, and receiving written confirmation from, the System Owner as set forth in Annex E.
- c) The Channel Partner shall make no representation or undertaking beyond what is contained in UTC's published literature. UTC shall not be responsible for any obligation exceeding its "Terms and Conditions of Sale" or not in compliance with its "Return and Warranty Policy" as described in paragraph 14 hereof.
- d) Channel Partner shall comply with all relevant and applicable industry codes and standards relating to the installation, service and maintenance of fire alarm control panels and detection systems in effect in the jurisdiction(s) in which Channel Partner transacts business. Channel Partner acknowledges that providing (and updating) an on-site copy of the SSS is required by the National Fire Protection Association Handbook (2010) Code 72 ("2010 National Fire Alarm and Signaling Code"), as amended and revised from time to time, and may be required by local laws, ordinances and/or codes. Upon final acceptance of Product in any jurisdiction that has adopted the 2010 National Fire Alarm and Signaling Code or similar requirement relating to SSS, Channel Partner shall provide to System Owner or System Owner designee the following:
 - (i) an electronic copy of the source files with the most current tested and installed version of the SSS containing all the files and data, including a written sequence of operations, necessary to completely restore the Product to its latest configuration ("On-Site Software Copy"). The On-Site Software Copy shall be stored on a non-volatile, non-erasable and non-rewritable media capable of loading to an external programming device that is compatible with UTC's System Definition Utility software application or utility program ("SDU" or "XDU", collectively referred to as "SDU");
 - (ii) written record(s) of any revision(s) and/or update(s) of the SSS by Channel Partner with an updated On-Site Software Copy to reflect any change(s);
 - (iii) customized password(s) associated with accessing the installed SSS; and
 - (iv) all other password(s) associated with accessing the user interface of the Product.
- e) Channel Partner shall be held responsible at all times during the term of this Agreement for UTC's property described in Section 2(e)(i) below ("UTC's Property"). Channel Partner agrees to the following obligations with respect to UTC's Property:
 - (i) Channel Partner shall use its best efforts to protect and collect from any departing employee, contractor, subcontractor or agent all copies, documents and/or provisions relating to: UTC's SDU; cable and connector components; technology documents, handbooks and Product specifications; UTC enabled Personal Identification Number (PIN) used to start the SDU; and any USB key(s) (sometimes called "dongle" or "FOB") used to authenticate UTC's SDU. Channel Partner shall protect UTC's Property and use UTC's Property as an authorized Edwards Channel Partner subject to the terms and conditions of this Agreement.
 - (ii) Channel Partner will promptly notify UTC if it becomes aware of any unauthorized use, possession, disclosure or dissemination of any UTC's Property by any person or entity, and will cooperate with UTC to the extent

050310-ES	5/3/2010	EST3 Program & Network	Certified
270684		EST3 Hardware and Installation Self-Study	Passed
3100329		3-MODCOM Self Study	Certified

Name: Steve Simonean **Student ID:** W-81325150000130

<i>Class Number</i>	<i>Class Date</i>	<i>Course Name</i>	<i>Status Description</i>
032007-CO	3/20/2007	QuickStart with Signature Series	Certified

Name: Ryan Hanson **Student ID:** W-93244170000091

<i>Class Number</i>	<i>Class Date</i>	<i>Course Name</i>	<i>Status Description</i>
270684		EST3 Hardware and Installation Self-Study	Passed
072108-BS	7/21/2008	EST3 Program & Network	Certified

060209-LV	6/2/2009	Mass Notification/Emergency Communications	Attended
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Name: Kenneth Tiner III **Student ID:** E-16553

<i>Class Number</i>	<i>Class Date</i>	<i>Course Name</i>	<i>Status Description</i>
021306-CS	2/13/2006	FireWorks Certification	Certified
022502-DS	2/25/2002	IRC-3 Certification	Certified
030304-LV	3/3/2004	EST Sales Applications	Attended
050701-BS	5/7/2001	EST3 Program & Network	Certified
270684		EST3 Hardware and Installation Self-Study	Passed
3100329		3-MODCOM Self Study	Certified

Name: David Anderson **Student ID:** E-17818

<i>Class Number</i>	<i>Class Date</i>	<i>Course Name</i>	<i>Status Description</i>
022002-BS	2/20/2002	EST3 Certification	Certified
031405-CS	3/14/2005	FireWorks Certification	Certified

Name: Sean Palmer **Student ID:** E-25203

<i>Class Number</i>	<i>Class Date</i>	<i>Course Name</i>	<i>Status Description</i>
032706-ES	3/27/2006	IRC-3 Certification	Certified
062005-BS	6/20/2005	EST3 Program & Network	Certified
121205-CS	12/12/2005	FireWorks Certification	Certified
270684		EST3 Hardware and Installation Self-Study	Passed
031108-CO	3/11/2008	FCWnx Intermediate Certification	Certified

Name: Daniel Carruth **Student ID:** E-280002772

<i>Class Number</i>	<i>Class Date</i>	<i>Course Name</i>	<i>Status Description</i>
041111-ES	4/11/2011	EST3 Program & Network	Certified

Name: Dan Garcia **Student ID:** E-280018519

<i>Class Number</i>	<i>Class Date</i>	<i>Course Name</i>	<i>Status Description</i>
100311-ES	10/3/2011	EST3 Program & Network	Certified

Name: John Donohoe **Student ID:** W-14315170001324

<i>Class Number</i>	<i>Class Date</i>	<i>Course Name</i>	<i>Status Description</i>
060209-LV	6/2/2009	Mass Notification/Emergency Communications	Attended

Name: Darren Martin **Student ID:** W-21019170000824

<i>Class Number</i>	<i>Class Date</i>	<i>Course Name</i>	<i>Status Description</i>
270684		EST3 Hardware and Installation Self-Study	Passed
062111-CS	6/21/2011	Mass Notification (MNEC)	Certified
011110-ES	1/11/2010	EST3 Program & Network	Certified
061311-CS	6/13/2011	FireWorks Certification	Certified

Name: Chris Lee **Student ID:** W-39498170001482

<i>Class Number</i>	<i>Class Date</i>	<i>Course Name</i>	<i>Status Description</i>
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270684		EST3 Hardware and Installation Self-Study	Passed
121399-BS	12/13/1999	EST3 Program & Network	Certified

Name: Bruce Allen

Student ID: 5222

<i>Class Number</i>	<i>Class Date</i>	<i>Course Name</i>	<i>Status Description</i>
062402-CS	6/24/2002	FireWorks Certification	Certified
3100329		3-MODCOM Self Study	Certified
270259		EST2 Self-Study (DOS)	Certified
110496-4S	11/4/1996	FCC Certification	Certified
061702-CS	6/17/2002	EST3 Synergy Enabled Certification	Certified
052096-1S	5/20/1996	FireWorks OS2 Certification	Certified
051198-1D	5/11/1998	EST2 Program and Network	Certified
030304-LV	3/3/2004	EST Sales Applications	Attended
012996-1S	1/29/1996	IRC-3 Certification	Certified
120897-BS	12/8/1997	EST3 Program & Network	Certified

Name: Dave Ebaugh

Student ID: 545832369

<i>Class Number</i>	<i>Class Date</i>	<i>Course Name</i>	<i>Status Description</i>
270684		EST3 Hardware and Installation Self-Study	Passed
031108-CO	3/11/2008	FCWnx Intermediate Certification	Certified
032706-BS	3/27/2006	EST3 Program & Network	Certified
051409-WS	5/14/2009	Facility Commander Wnx 7.5 Webex Update	Attended
121205-ASB	12/12/2005	Diamond II Certification	Certified
3100329		3-MODCOM Self Study	Certified

Name: Brent Pool

Student ID: 569378

<i>Class Number</i>	<i>Class Date</i>	<i>Course Name</i>	<i>Status Description</i>
060799-BS	6/7/1999	EST3 Program & Network	Certified
270684		EST3 Hardware and Installation Self-Study	Passed
060209-LV	6/2/2009	Mass Notification/Emergency Communications	Attended

Name: Michael Howell

Student ID: 666947488

<i>Class Number</i>	<i>Class Date</i>	<i>Course Name</i>	<i>Status Description</i>
072600-AS	7/26/2000	EST2 Hardware and Installation	Passed
073100-AS	7/31/2000	EST2 Program & Network	Certified
062111-CS	6/21/2011	Mass Notification (MNEC)	Certified
031907-CS	3/19/2007	FireWorks Certification	Certified
031300-DS	3/13/2000	IRC-3 Certification	Certified
011501-BS	1/15/2001	EST3 Program & Network	Certified
011001-BS	1/10/2001	EST3 Hardware and Installation	Passed

Name: James Arnold

Student ID: 836387

<i>Class Number</i>	<i>Class Date</i>	<i>Course Name</i>	<i>Status Description</i>
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Company Transcript

Thursday, March 14, 2013

AccountNo: 011159

Company: Systems Group

Branch:

Address: 14818 W 6th Ave, Unit 6A
Golden CO 80401

Phone: 303-298-7900

FAX: 303-650-5667

Name: John G. Ballman **Student ID:** 184781

<i>Class Number</i>	<i>Class Date</i>	<i>Course Name</i>	<i>Status Description</i>
060209-LV	6/2/2009	Mass Notification/Emergency Communications	Attended
270916		EST2 Hardware and Installation Self-Study	Passed
041502-AS	4/15/2002	EST2 Program & Network	Certified

Name: Arden Everhart **Student ID:** 300

<i>Class Number</i>	<i>Class Date</i>	<i>Course Name</i>	<i>Status Description</i>
102494-1ZF	10/24/1994	FCC Recertification	Certified
270259		EST2 Self-Study (DOS)	Certified
270233		Signature Series Self-Study	Certified
110992-1P	11/9/1992	IRC-3 Engineering	Certified
102494-1ZP	10/24/1994	IRC-3 Programming Recertification	Certified
042897-FS	4/28/1997	Simplex 2120 Competitive Orientation	Passed
042197-DS	4/21/1997	FireWorks OS2 Certification	Certified
031097-AS	3/10/1997	EST3 Program & Network	Certified
030893-2S	3/8/1993	CGP-DOS Certification	Certified
020893-1S	2/8/1993	FCC Certification	Certified
102494-1ZT	10/24/1994	IRC-3 Recertification	Certified

Name: Richard Bragdon **Student ID:** 44363537

<i>Class Number</i>	<i>Class Date</i>	<i>Course Name</i>	<i>Status Description</i>
031108-CO	3/11/2008	FCWnx Intermediate Certification	Certified
270684		EST3 Hardware and Installation Self-Study	Passed
270916		EST2 Hardware and Installation Self-Study	Passed

Name: Kris Briggs **Student ID:** 4478484

<i>Class Number</i>	<i>Class Date</i>	<i>Course Name</i>	<i>Status Description</i>
121100-LV	12/11/2000	EST2 Program and Network	Certified
270916		EST2 Hardware and Installation Self-Study	Certified

Name: Bruce Gutzke **Student ID:** 5208

<i>Class Number</i>	<i>Class Date</i>	<i>Course Name</i>	<i>Status Description</i>
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14818 W. 6th Avenue, Unit #6A
Golden, CO 80401

Phone: 303-298-7900
Fax: 303-650-5667

Areas of Expertise

Fire Sprinkler/Life Safety
Systems Design

Systems Experience includes:

Fire Sprinkler & Fire
Detection Systems
Fire Protection Systems
Specialty Fire Suppression
Systems
Air Aspirating Smoke
Detection Systems
Smoke Control Systems
Smoke Management
Systems

Years of Experience

With Systems Group: 4
Years

With Other Firms: 5 Years

Other Relevant Accreditations:

NICET II Inspection and
testing of water Based
Systems

NICET II certified in
Automatic Sprinkler System
Layout

Jeremy Blocker

Sprinkler Technician/Sprinkler Manager

Overview

Mr. Blocker has over 9 years of experience in all aspects of fire sprinkler installation, maintenance, repair, inspection sales and contracts. Mr. Blocker has Certifications in fire prevention and fire fighting techniques as well as multiple awards in fire protection. Additional strengths include personnel management, project conflict resolution, strategic planning, project management, and close out documentation. Previous project responsibilities have included system design and engineering, project management, contract negotiations, system programming, systems commissioning, and working with the *Authorities having Jurisdiction (AHJ's)* in various capacities. His previous project experience includes government and military facilities, correctional facilities, medical campuses, data centers, educational facilities, airports, high-rise office and residential complexes, manufacturing and industrial facilities, specialty retail, and resort/hotel facilities.

Project Specific Fire Alarm and Major Projects Experience (prior to Systems Group)

2004 – 2009: Sprinkler System Inspector/ Service Technician
Projects included: Children's Hospital, Four Seasons Resort, Miller Coors, Dakota Ridge, AT&T, Wyoming State Correctional Facilities, The Arrabell Resort.



14818 W. 6th Avenue, Unit #6A
Golden, CO 80401

Phone: 303-298-7900
Fax: 303-650-5667

Areas of Expertise

Fire Alarm/CCTV/Security
Systems/Card Access

Systems Experience includes:

Fire Alarm & Detection
Systems

Fire Protection Systems

Specialty Fire Suppression
Systems

Smoke Management Systems

Security/Access Control /
CCTV/Intrusion Detection
Systems

Project Management

Customer Service

Years of Experience

With Systems Group: 1 Years

With Other Firms: 21 years

John C. Donohoe

Lead Electrician

Overview

Mr. Donohoe is a Journeyman with 22 years of experience in installation, testing, project management, programming, servicing, and testing of fire alarm, life safety systems. Mr. Donohoe is NICET Level IV and his expertise includes fire protection and access control systems. Additional strengths include personnel management, project conflict resolution, strategic planning, project management, and close out documentation. Previous project responsibilities have included system design and engineering, project management, contract negotiations, system programming, systems commissioning, and working with the *Authorities having Jurisdiction (AHJ's)* in various capacities.

Project Specific Fire Alarm and Major Projects Experience (prior to Systems Group)

1991 – 2012: System Installation/ Project Management On-Site
Applications

Projects included: Washington Dulles International Airport, Central
Intelligence Agency, Social Security Administration, Loudoun
County Hospital Center.



14818 W. 6th Avenue, Unit #6A
Golden, CO 80401

Phone: 303-298-7900
Fax: 303-650-5667

Areas of Expertise

Fire Alarm/Life Safety
Systems Inspection and
Programming

Systems Experience includes:

Fire Alarm & Detection
Systems

Fire Protection Systems

Specialty Fire Suppression
Systems

Air Aspirating Smoke
Detection Systems

Smoke Control Systems

Smoke Management
Systems

Emergency Call/Nurse Call/
Intercom Systems

Emergency
Communications
(BDA/SMR) Systems

Field Installation

Years of Experience

With Systems Group: 2
Years

With Other Firms: 9 Years

Other Relevant

Accreditations:

NICET IV Fire Alarm
Systems

OSHA 30 Hour

Denver Liscence

Trey Tiner

Service Technician

Overview

Mr. Tiner has over 11 years of experience in the Commercial Electronics Systems Industry including Fire Alarm, Smoke Control, Security, and Access Control. He has in depth knowledge of codes pertaining to fire alarm systems including NFPA, IBC, IFC, and local jurisdictional amendments including design and testing requirements. He is a Certified EST Master Technician with Factory Certifications on EST-2 and EST-3 & Fireworks Fire Alarm Systems combined with extensive field experience. Other certifications include NICET IV, Denver Fire Alarm.

Project Specific Fire Alarm and Major Projects Experience (prior to Systems Group)

2000 – 2011: System Testing, Programming and Installation P
Projects included: Utah Data Center, Children's Hospital, Four
Seasons Resort, Wyoming State Penn, Denver International
Airport, Fort Carson, & Peterson Air Force Base and Miller
Coors.



14818 W. 6th Avenue, Unit #5A
Golden, CO 80401

Phone: 303-298-7900
Fax: 303-650-5667

Areas of Expertise

Fire Alarm/Life Safety
Systems Design
Access Control Systems
Security Systems
**Systems Experience
includes:**
Fire Alarm & Detection
Systems
Specialty Fire Suppression
Systems
Smoke Management
Systems
Security/Access Control /
Systems
Project Management

Years of Experience

With Systems Group:
5 Years
With Other Firms: 9 Years

Michael A. Howell, Jr.

Service Manager

Overview

Mr. Howell has over 14 years of experience in the Commercial Electronics Systems Industry including Fire Alarm, Smoke Control, Security, and Access Control. He has in depth knowledge of codes pertaining to fire alarm systems including NFPA, IBC, IFC, and local jurisdictional amendments including design and testing requirements. He is a Certified EST Master Technician with Factory Certifications on EST-2 and EST-3 & Fireworks Fire Alarm Systems combined with extensive field experience. Other certifications include NICET II, Denver Fire Alarm, License, G.E. Facility Commander Wnx, and Lenel Access Control.

Project Specific Fire Alarm and Major Projects Experience (prior to Systems Group)

1999 – 2008: System Installation, Programming/ Project
Management On-Site Applications
Projects included: Childrens Hospital, Miller Coors, Lockheed
Martin, University Colorado Hospital, and Denver Detention Center.



14818 W. 6th Avenue, Unit #6A
Golden, CO 80401

Phone: 303-298-7900
Fax: 303-650-5667

John G. Ballman

Areas of Expertise

Fire Alarm/CCTV/Radio

Systems Experience includes:

Fire Alarm & Detection Systems

Fire Protection Systems

Specialty Fire Suppression
Systems

Smoke Management Systems

Security/Access Control /
CCTV/Intrusion Detection
Systems

Master Antenna (MATV)/Cable
Antenna (CATV)/Satellite TV
Systems

Emergency Communications
(BDA/SMR) Systems

Project Management

Design Engineering

Years of Experience

With FASSG: 7 Years

With Other Firms: 22 Years

Education

*Electrical Engineering and
Computer Science/1980-
1986/University of Colorado &
University of Maryland

Other Relevant Course Work:

*State of Colorado Journeyman's
License/1990

*Microprocessors and
Microcomputers/1999/National
Radio Institute

*N.I.C.E.T. Level IV/2000-2001

*Product & Equipment Training &
Programming
Certification/2002/Edwards
System Technology

Operations Manager

Overview

By working from the ground up in the electrical trade, John has gained experience often missing in the engineering community. Real life experience in the construction industry combined with John's N.I.C.E.T. certification makes him a unique individual in the fire alarm industry. John's greatest attribute is the ability to receive information at the engineering level and communicate to the installing electrician at an electrician's level. John's vast knowledge of Edward System Technologies fire alarm equipment allows the installing contractor a "one point of contact" for layout, equipment mounting instructions, and general construction questions. With over twenty years of field experience John's project management skills ensure proper installation the first time, eliminating that end of the job crunch often associated with fire alarm systems.

Project Specific Fire Alarm and Major Projects Experience (prior to FASSG)

2000-2003: System Design/ Project Management On-Site
Applications

Projects included University of Colorado; University Memorial
Center, Duane Physics Building, Porter Building and Discovery
Learning Center.

Design/Engineering and On-Site Product Application

Projects included PacifiCare Building Retrofit, 1875 Lawrence
Street Retrofit and Adams County Jail Retrofit.

Awards

Highest Honors Graduate – National Radio Institute (1999)

Section 3



CERTIFICATE OF LIABILITY INSURANCE

FASSY-1

OP ID: LIZ

DATE (MM/DD/YYYY)
03/12/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cherry Creek Ins. Agency, Inc. Suite 500 5660 Greenwood Plaza Blvd. Greenwood Village, CO 80111 Joint Venture - Producers	303-799-0110	CONTACT NAME: Ginny Shaw PHONE (A/C, No. Ext): 720-330-7903 E-MAIL ADDRESS: GinnyS@thinkccig.com	FAX (A/C, No.): 303-799-0156
	303-799-0156		
INSURED FAS Systems Group, LLC dba Systems Group 14818 West 6th Avenue, Ste 6-A Golden, CO 80401	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Everest National Insurance Co		
	INSURER B: Pinnacle Assurance		41190
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			51GL005350131	02/11/13	02/11/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GENERAL AGGREGATE \$ 2,000,000			PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY			51CA000139131	02/11/13	02/11/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
<input checked="" type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person) \$
<input type="checkbox"/>	ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
<input type="checkbox"/>	HIRED AUTOS	<input type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			51CC001833131	02/11/13	02/11/14	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/>	OCCUR				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000		CLAIMS-MADE				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4111728	02/01/13	02/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Adams County
 4430 S. Adams Parkway
 Brighton, CO 80601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ginny Shaw

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Work Plan

The Systems Group proposal provides the following work scope:

- Certified technicians shall test and inspect all fire alarm detection and mass notification system components per the requirements of Adams County and NFPA 72. Test and inspect all sprinkler systems per the requirements of Adams County and NFPA 25.
- Smoke Detectors shall be functionally tested using a smoke generator and or approved method acceptable to the manufacturer. Any canned aerosol smoke that leaves an oily residue shall not be used for testing of smoke detectors because of fouling. Magnet testing is never a procedure Systems Group uses for testing.
- Heat Detectors (both rate of rise and fixed temperature) shall be tested with a device that administers an accurate and controlled temperature heat source.
- Manual pull stations shall be opened to verify operation, inspect electrical contacts, and ensure secure mounting.
- Automatic sprinkler systems will be inspected annually. This includes water flow and tamper switches. Systems Group shall also perform an annual fire pump flow test if installed. (G.P.M. test with report)
- Systems Group shall do Sensitivity Testing on smoke detectors to make sure proper sensitivity ratings are correct per NFPA 72 Chapter 7. Testing shall be performed using only UL approved sensitivity testing equipment. Devices performing outside the listed sensitivity range shall be re-cleaned and re-tested, and if necessary, recommended for replacement. Analog devices shall be tested at the rate of 50% per year.
- Smoke Detector Cleaning to accessible smoke detection devices shall be cleaned utilizing manufacturer's recommended procedures.
- Systems Group shall provide all of the labor, supervision, materials, tools, equipment, parts and incidentals necessary for the inspection, testing and repair for the fire alarm systems at county facilities.
- At the time of inspection Systems group will provide a proposal for all necessary corrective actions.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

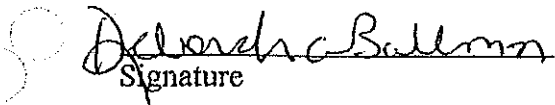
Systems Group

Company Name

3/15/13
Date

Deborah A. Ballman

Name (Print or Type)


Signature

Managing Member

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien and that the Contractor has participated or attempted to participate in the Basic Pilot Program, (created in Pub.L. 104-208, as amended, and expanded in Pub.L. 108-156, as amended, that is administered by the United States Department of Homeland Security), in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

CONTRACTOR:

Systems Group

Company Name

3/15/13
Date

Deborah A. Ballman

Name (Print or Type)

Deborah A. Ballman
Signature

Managing Member

Title

Note: Registration for the Basic Pilot Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



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- Adams County Government Center – Brighton, CO
- MillerCoors BOC & CEC Buildings – Golden, CO (*Complete Retrofits*)
- Fort Sill, OK (7 Buildings) – Fort Sill, OK
- Combined Laboratories – Cheyenne, WY
- 1900 Sixteenth Street @ Millennium Bridge – Denver, CO (*17-Story*)
- Adam's County Justice Center Expansion – Brighton, CO
- Westin Hotel – Avon, CO (*9-Story High Rise*)
- SVO Time Share – Avon, CO (*5-Story Mid Rise*)
- Embassy Suites – Loveland, CO (*10-Story High Rise*)
- Wewatta Wynkoop – Denver, CO (*One 9-Story and one 10-story*)
- Museum Residences – Denver, CO (*Two 7-Story Mid Rises*)
- Denver Newspaper Agency – Denver, CO (*11-Story High Rise*)
- Marriot Residence Inn – Denver, CO (*16-Story High Rise*)
- Environmental Protection Agency – Denver, CO (*9-Story High Rise*)
- Acoma Tower – Denver, CO (*17-Story High Rise*)
- Vestas Blade Factory – Windsor, CO (*Phases I, II & III*)

Systems Group, LLC provides the following products / services to our customers:

EQUIPMENT

Fire Detection (*EST*)
SMR and DAS Radio Systems
CCTV (*GE, PELCO, & PANASONIC*)
Card Access (*GE*)
Door Entry Systems
Extinguishers & Cabinets
Rescue Assist

ENGINEERING

Design Build & Design Assist
In House CADD Department
High Output Laser Printer/Plotter

SERVICES

UL Listed Monitoring
Smoke Control Testing
Test & Inspection (*any fire alarm, sprinkler & extinguisher*)
Detector Sensitivity Testing
Kitchen Hood Testing
Backflow Certification
Fire Pump Testing & Certification

TECHNICIANS

NICET Certified Technicians
NICET IV Project Managers
Factory Certified



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Subject: Systems Group, – Company Information

Systems Group, is a Woman Business Enterprise Company since 2000. Systems Group is a structured team of seventy nine (79) employees ranging from NICET IV certification, licensed journeyman electricians, project managers, pre-construction, in house engineers and drafters. The team's tenure begins at two years to twenty-nine years of experience in the industry.

Systems Group provides complete fire alarm detection and security system solutions for new construction and end-users. Systems Group is a distributor of EST fire alarm products, GE security, CCTV, and card access products. We provide radio communications system (*RAS or SMR*), rescue assist and door entry systems to our customers.

It is our goal to provide you with quality information that will help you and the design team to determine Systems Group's ability to provide you with budgeting, planning, engineering, project management, smoke control systems, inspection, testing, maintenance, programming and troubleshooting of your existing and future fire alarm detection system needs.

It is our continuous drive and determination that has allowed us to grow into the largest locally owned and operated fire alarm detection system provider in the Colorado region. Our 24-hour on call service allows us to take great pride in our ability to successfully service, manage and maintain our customer's everyday needs in fire detection. Our rapid growth over the past nine years is a direct result of providing great equipment packaged with customer service that is second to none.

End-User Customers

- The Children's Hospital Campus
- Anschutz Campus
- Fitzsimmons Campus
- MillerCoors
- Lockheed Martin
- Adams County
- Sterling Correctional Facility
- Thompson Valley School District

Present Projects

- Kaiser Franklin – Denver, CO (*Complete Retrofit*)
- Denver County Jail East Housing Unit – Denver, CO (*New ground up*)
- Utah Data Center (Eighteen buildings)
- History Colorado Center – Denver, CO
- Renaissance West End Flats – Denver, CO
- Missile Service Complex – Warren AFB
- Denver Crime Lab –
- Tier III Data Center – Lakewood, CO

Past Projects

- Ritz Carlton – Vail, CO
- Four Season's – Vail, CO
- New Denver Detention Center – Denver, CO
- New Denver Courthouse – Denver, CO
- Solider Family Care Clinic – Fort Carson, CO

Section 2



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Tuesday March 26, 2013

Section #1

Adams County Fire Alarm System and Fire Sprinkler System Inspection, Testing and Repair Service

Please accept this proposal as Systems Group's answer to the Adams County invitation to Bid for the project.

This entire seven (7) section/tab proposal is to be considered our proposal; each and every part is to be considered and treated as a single document.

After reviewing this proposal and attached information, if you should have any questions or require additional information within this proposal is proprietary and shall not be duplicated.

Thank you for the opportunity to bid on this project.

Sincerely,

Katie Asbury
Sales Representative
Systems Group
303-298-7900 Office
303-650-5667 Fax
Katie@systemsgroup.us

Section 1