NASPO ValuePoint

PARTICIPATING ADDENDUM

SECURITY & FIRE PROTECTION SERVICES

Led by the **State of Nevada**

Master Agreement #:	**99SWC-NV23-16268**
Contractor:	**MOBILE COMMUNICATIONS AMERICA, INC.**
Participating Entity:	**STATE OF SOUTH CAROLINA**
SC Contract #:	**4400032403**

The following products or services are included in this contract portfolio:

Products, services and accessories listed on the Contractor page of the NASPO ValuePoint website, limited to those brands listed in Contractor's proposal. Brands must be authorized by the manufacturer. Covered categories are listed below.

Categories: **Category 12:** Access Control Systems
Category 13: Burglar Alarm Systems
Category 14: Surveillance Services and Equipment
Category 15: High Security Controls Systems

The following products or services are not included in this contract portfolio:

Products available on other State Term Contracts, such as PCs and servers, network and communications equipment are excluded. Any remote monitoring must meet security standards of the Division of Technology or the Using Government Unit. Cloud storage of security data is prohibited until a EULA is fully executed.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Security & Fire Protection Services* procurement led by the *State of Nevada* for use by stage agencies and other entities located in the Participating State of South Carolina authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: The NASPO ValuePoint Master Agreement referenced above shall be used by all state agencies, institutions of higher education and may be used by, political subdivisions and other entities authorized by an individual state's statutes to use state / entity contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Pursuant to Section 11-35-4810, South Carolina public procurement units, both state and local (as defined by S.C. Code Ann S 11-35-4610(5), as amended) are authorized to participate in cooperative purchasing.

Participation by local public procurement units (as defined by S.C. Code Ann. S 11-35-4610(3), as amended) in the Master Agreement is optional. By submitting an order and receiving delivery of an item pursuant to the Master Agreement, a local public procurement unit manifests its intent to be and is bound by the Master Agreement, including this addendum.

Each SC Participant's obligations and liabilities are independent of any other SC Participant's obligations and liabilities. SC Participants are not obligated for any order submitted by another SC Participant and do not incur any liability with regard to any other SC Participant. The State Procurement Office is acting solely on behalf of SC governmental bodies and bears no liability for any damages that any party may incur with regard to the Master Service Agreement.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

CONTRACTOR: Mobile Communications America

Name:	Drew Weston
Address:	135 N Church St, Suite 310, Spartanburg, SC 29306
Telephone:	843-266-2330
Email:	drewweston@callmc.com

SECURITY & FIRE PROTECTION SERVICES

Led by the **State of Nevada**

Lead State:

Name:	Nancy Feser
Address:	State of Nevada Department of Administration – Purchasing Division, 515 East Musser Street, Suite 300, Carson City, NV 89701
Telephone:	775-684-0170
Fax:	775-684-0188
Email:	nfeser@admin.nv.gov

PARTICIPATING ENTITY:

Name:	Stephen Taylor, State Fiscal Accountability Authority, Division of Procurement Services
Address:	1201 Main Street, Suite 600
Telephone:	(803) 737-2772
Fax:	(803) 737-0639
Email:	staylor@mmo.sc.gov

PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT:

These modifications or additions apply only to actions and relationships within the Participating Entity.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

4. Definitions:

"Authorized Agent" All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement.

“Authority” means the South Carolina State Fiscal Accountability Authority. (S.C. Code Ann. § 11-35-310(2))

"Procurement Officer" means the person, or his successor, identified as such in this Participating Addendum.

"SC Participant(s)" means all participating South Carolina public procurement units (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) or governmental bodies (as defined by S.C. Code Ann. § 11-35-310(18), as amended).

"State" means the State of South Carolina and its Using Governmental Units. "You and Your" means contractor.

"Using Governmental Unit" means all South Carolina Public Procurement Units [11-35- 4610(5)] eligible to purchase under this contract.

5. Authority as Procurement Agent: The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. (S.C. Code Ann. § 11-35-2015)

6. South Carolina Prompt Payment Statute: The obligations of any SC Participant are governed by Section 11-35-45 of the South Carolina Code of Laws, if the participant is a "governmental body," as that term is defined in Section 11-35-310(18).

7. South Carolina Registered Distributor: Vendor agrees to distribute its products to South Carolina governmental bodies through vendors registered with the South Carolina Secretary of State as an authorized South Carolina vendor https://scbos.sc.gov/ .

8. Open Trade: During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

9. Choice of Law: This PA is established as a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). See clause entitled "Acceptance of Offers 10% Below Price." Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.

The contract, any dispute, claim, or controversy relating to the contract, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina.

10. Statewide Term Contract – Acceptance of Offers 10% Below Price: Pursuant to Section 11-35-310(35), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price that is at least ten percent less than the price established by this contract and, after being offered an opportunity, you decline to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisition pursuant to this clause must be documented by the procurement officer using the form found at this link:
https://procurement.sc.gov/files/PurchaseOrderTenPercentFormApr2015.pdf

11. Choice-of-Forum: All disputes, claims, or controversies relating to the contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the contract; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided in the contract or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

12. No Indemnity or Defense: Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

13. EFT Information: The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). You may do this by completing STO Form 4 and filing it with the STO. Additional information is available at the STO's website at https://treasurer.sc.gov(.) The Contractor is responsible for the currency, accuracy and completeness of the EFT information. Updating EFT information may not be used to accomplish an assignment of the right to payment, does not alter the terms and conditions of this contract, and is not a substitute for a properly executed contractual document. (S.C. Code Ann. § 11-35-45(c))

14. Payment & Interest: (a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, which provides the

Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding.

15. Drug Free Work Place Certification: Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

16. Code of Conduct: When the Contractor is working under provisions of this contract at facilities controlled by State agencies or other UGUs, Contractor agrees to follow and enforce the Code of Conduct Policy of these entities.

17. Publicity: Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

18. CISG: The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

19. Statewide Term Contract – Contract Limitations: No sales may be made pursuant to this contract for any item or service that is not expressly included in the Scope. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.

20. Relationship Of Using Governmental Units: Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

21. Item Substitution: No Substitutes will be allowed on Purchase Orders received from South Carolina procurement units without written permission from the issuing procurement unit.

22. Administrative Fee: Procurement Services (PS) issues and maintains State term contracts for the benefit of all South Carolina state and local public entities. State term contracts allow all public entities to maximize their purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. In order to maintain and enhance the quality and quantity of its State term contracts, each participating public procurement unit will be assessed an administrative fee. Accordingly, a public procurement unit (as defined in S.C. Code Ann. § 11-35-4610(5)), by participating in this contract, owes (PS) an administrative services fee ("fee"). Participating public procurement units shall pay the fee to contractor as a part of the contract price. Contractor is responsible both for collecting the fee at the time of billing and for remitting the fee to PS. The fee to be collected by the contractor constitutes a debt by the contractor to PS. Contractor shall factor the fee into its contract pricing and shall not separately itemize or invoice for the fee.

For each reporting period, Contractor shall pay to PS a fee equal to one (1%) percent of the total dollar amount (excluding sales taxes and adjusted for credits or refunds) of catalog purchases made by any public procurement unit from Contractor pursuant to this contract.

(a) As used in this clause, the term "reporting period" means each full calendar quarter (Jan. -- Mar., Apr. -- Jun., Jul. -- Sep., and Oct. -- Dec.) and any remaining periods less than a full calendar quarter during the term of this contract. For each reporting period, contractor shall report to PS its total sales pursuant to this contract for the period and shall remit the fee to the PS Reports Manager. Payment for each reporting period is due no later than the last day of the month immediately following the end of the reporting period (Example: payment for the reporting period ending March 31 is due April 30). If the amount due for a reporting period is less than $10.00, no payment is required. The procurement officer will provide contractor an information packet, including a detailed explanation of reporting and payment requirements, within fifteen (15) calendar days following contract award. You may contact the Reports Manager at:

Procurement Services Division
Attn: Reports Manager
1201 Main Street, Suite 600
Columbia, SC 29201
Phone: (803) 737-0600 (ask to speak to the Reports Manager)

(b) Contractor shall submit a usage report for each reporting period, even if no payment is due for the reporting period. The usage report shall include any information requested by PS to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable reporting period: contractor's name, contract number, contract description, reporting period/quarter, total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds), total number of units (if practicable), and the number, date, and amount of contractor's check to PS. Unless otherwise specified by the reports manager, the usage report shall be submitted electronically according to instructions in the information packet. If the reports manager requires the contractor to provide a more detailed usage report, the reports manager will work directly with the contractor to determine the appropriate content and format of the report.

(c) PS or its authorized representatives shall be afforded access to contractor's records (including, without limitation, bank statements, deposits, checks; invoices; correspondence; ledgers; receipts; transmittals) in order to audit all transactions involving goods sold, work performed, or fees due pursuant to this contract, consistent with paragraph 24 of the Master Agreement. PS agrees not to disclose any material discovered or produced during the audit that the contractor reasonably designates as proprietary or confidential. If the audit indicates that contractor has materially underpaid PS, then contractor shall remit the balance found to be due (including any amounts assessed pursuant to subparagraph (d)) and reimburse PS for all costs of the audit.

(d) Payments of the fee which are due and unpaid by the contractor (including amounts disclosed by audit) shall bear simple interest from the date due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the highest prime rate (as published in The Wall Street Journal) plus 2% per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), shall be variable, and shall be adjusted effective at the close of business on the day of any change in the prime rate. In addition to the fee and interest, contractor agrees to pay to PS its reasonable expenses of collection, including costs and attorneys' fees (and fees for inside counsel), whether or not PS commences legal action.

(e) If the contractor fails to (i) timely submit accurate usage reports; (ii) remit to PS the fee when due; or (iii) promptly and fully cooperate with an audit request, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions:
(1) order the contractor to not accept any further orders under the contract until the cause for such order has been eliminated;
(2) terminate this contract;
(3) order the contractor to not accept any further orders under any other statewide term contract;
(4) terminate the contractor's award of any other statewide term contract.
(f) For purposes of this clause, PS is intended as a third-party beneficiary of this contract.
Reports MUST reference the SC Participating number 4400032403 to assure accurate accounting of purchases under this contract and reported administrative fees. Each remittance will include the period covered and the contract number.

23. Taxes: Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined

not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

24. Subcontractors: All contactors, dealers, and resellers authorized in the State of South Carolina as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

25. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

26. Lease Agreements: Any/all leasing must be contracted through the South Carolina IT Equipment Leasing contract. Detail of the contract may be found at https://procurement.sc.gov/files/contracts/IT%20Leasing%20june%2022.pdf.

The primary contact for this contract is:

Stephen Taylor
1201 Main St, Ste 600, Columbia SC 29201
Phone: 803-737-2772
Email: staylor@mmo.sc.gov

27. Invoicing: Invoices must list Contractor's manufacturer cost; mark-up amount as specified in Contractor's Cost Proposal and State price. Hourly service rates must comply with Contractor's cost proposal as listed on the NASPO ValuePoint website: https://www.naspovaluepoint.org/portfolio/security-fire-protection-services-2023-2028/mobile-communications-america/

https://s3-us-west-2.amazonaws.com/naspovaluepoint/1686575117_91598862_Price%20Documents%20-%20Mobile%20Communications.pdf

28. Term of Contract: The initial term of this contract is one (1) year beginning at final execution of this Participating Addendum. At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year, unless the State elects not to renew at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the expiration date of the NASPO ValuePoint contract.

29. South Carolina Department of Corrections (SCDC) Terms: SCDC requires that Contractor employees pass a South Carolina Law Enforcement Division (SLED) background check and drug test, to be paid for by SCDC. Prior to performing any work for SCDC, Contractor must submit their employee's birthdate, driver's license number, social security number and sex so that checks can be completed. For work on SCDC's Vicon cameras, Contractor must be an up-to-date Vicon Certified Integrator.

30. South Carolina Responsibilities: As the NASPO contracts were created based on a cost-plus model, in order to comply with South Carolina State law, additional competition is required.

A. Project Approval - Limitations

a. **Project Limits**

i. *Scope - Project Type*. A Project's scope must be limited to work on a Job Order within the scope of the contract.

ii. *Scope - Duration*. Job Orders authorized by the UGU within the term of the Contract must be initiated by the contractor within the term of the contract. Subject to the clause entitled "Termination for Convenience -- Indefinite Delivery / Indefinite Quantity Contracts," all services provided pursuant to a Job Order must terminate upon the termination or expiration of the contract.

B. Procedures for Job Orders

a. Statements of Work (SOW).

i. *Responsibility*. UGUs are responsible for preparing each initial SOW.

ii. *Required Contents*. At a minimum, a SOW shall include: (i) the work to be performed; (ii) location of work, (iii) project performance schedule; (iv) specific deliverables; (v) desired deadline for each Job Order deliverable; (vi) applicable performance standards; and (vii) any special requirements. A SOW shall clearly describe all services to be performed and all deliverables to be provided so the full price of the work can be established when the order is placed.

b. **Job Order Requests (JORs)**.

i. *General*. The UGU shall make available to the contractors the SOW which includes all information needed to submit a Job Order Quote. UGU's will solicit quotes for each SOW from a minimum of two contract vendors.

ii. *Required Contents.* A JOR shall include (i) the date of its issuance, (ii) approved project name, (iii) a statement of work, (iv) submission instructions, and (v) the name of an employee of the UGU that is responsible for administration of the project, including actual authority to accept deliverables as defined in the SOW.

c. Job Order Quotes (JOQs)

i. *Submission Instructions*. Contract Vendors must respond to a JOR by submitting a JOQ. A JOQ must be responsive to and comply with the JOR. All JOQ must be submitted to the UGU within five (5) business days of receiving the JOR.

ii. *Pricing*. JOQs must offer both (i) a single, firm, fixed price to perform all the Work identified in the SOW, and (ii) a separate price for each deliverable. JOQs must show a separate line item unit price (including the cost plus markup) and extended calculation for each component of the price. Quotes for new installations must also include a quote for maintenance.

d. **Evaluation of Job Order Quotes**

i. Vendor selection will be based on the offer that is the best value to the State and has a price that has been determined reasonable. The UGU must prepare a written justification if the lowest job order quote is not selected. All quotes and any justifications must be maintained in the UGU's contract file, subject to audit.

ii. *Price Reasonableness*. In determining price reasonableness, the UGU is responsible for considering the total price, the level of effort, and the mix of labor proposed to perform a specific task being ordered, and for determining the reasonableness of each. This determination in no way limits the contractor's responsibility for performing all work for the price offered.

iii. *Transparency*. Subject to the provision entitled "Submitting Confidential Information," all JORs, JOQs, and Job Orders are public documents and must be released *immediately* upon request; provided, however, that Contractor agrees that the following information shall not be marked or considered confidential for individual JOQs: total price, generic information regarding services proposed, and proposed implementation schedule.

e. **Job Orders**.

i. *General*. Work by a Contractor shall be performed only pursuant to a Job Order authorized and fully executed by the UGU and the Contractor. Job Orders must be entered into only by accepting a JOQ submitted in response to a JOR. Every Job Order must include a Job Order Price. Job Orders shall be accompanied by, and shall be considered part of, a Purchase Order. Job Orders must be within the scope of this contract.

ii. *Negotiations*. Ordinarily, the selected JOQ should be accepted as received. Negotiations regarding terms, performance obligations (SOW), and deliverables are not allowed; however, the UGU and Contractor may agree to modify the price, as long as the final total price does not exceed the price submitted on the original JOQ. Alternatively, the UGU may revise the scope of the JOR and; request a JOQ for the revised scope.

iii. *Modifications*. A Job Order may be modified after execution. All modifications of a Job Order must be documented with a written amendment to the Job Order.

31. Orders for Parts and Maintenance for Existing Equipment: UGU must obtain quotes from at least two contractors. If a contract vendor is the only supplier for a particular manufacturer, the UGU must include a justification in their file.

SECURITY & FIRE PROTECTION SERVICES
Led by the **State of Nevada**

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: South Carolina	Contractor: MOBILE COMMUNCAIONS AMERICA, INC.
Signature: Stephen Taylor	Signature: Robert E. Marshall Jr.
Name: Stephen Taylor	Name: Robert Marshall
Title: Procurement Manager	Title: COO
Date: 7/27/2023	Date: 7/26/2023

[Additional signatures may be added if required by the Participating Entity]

SECURITY & FIRE PROTECTION SERVICES
Led by the **State of Nevada**

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel E. Atkinson
Telephone:	850-848-1250
Email:	jatkinson@naspo.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]