



NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER CC232820008	CONTRACT TITLE Security & Fire Protection Services
AMENDMENT NUMBER N/A	CONTRACT PERIOD August 4, 2023 through July 31, 2028
REQUISITION/REQUEST NUMBER N/A	MissouriBUYS SYSTEM ID MB00197464
CONTRACTOR NAME AND ADDRESS Stone Security LLC 351 W Lawndale Dr Salt Lake City, UT 84115	STATE AGENCY'S NAME AND ADDRESS Various State Agencies throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.046, RSMo, contract CC232820008 between the State of Missouri and Stone Security LLC is hereby awarded by the State of Missouri consisting of the attached documentation as specified on page 2 of the attached Cooperative Contract Procurement document.	
BUYER John D. Geiser	BUYER CONTACT INFORMATION Email: john.geiser@oa.mo.gov Phone: (573) 522- 9580 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 8/4/2023
DIRECTOR OF PURCHASING  Karen S. Boeger	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
COOPERATIVE CONTRACT PROCUREMENT

CONTRACT NO.: CC232820008
TITLE: Security & Fire Protection Services

BUYER: John D. Geiser
PHONE NO.: (573) 522-9580
E-MAIL: john.geiser@oa.mo.gov

TO: Stone Security
351 W. Lawndale Dr.
Salt Lake City, UT 84115

RETURN DOCUMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR
MAIL/COURIER:

SCAN AND E-MAIL TO:	john.geiser@oa.mo.gov
FAX TO:	(573) 526-9816

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various State Agencies throughout the State of Missouri

The Contractor hereby agrees to provide the services and/or supplies described in the attached State of Nevada and NASPO ValuePoint Master Agreement 99SWC-NV23-16260 for the State of Missouri subject to the conditions stated on page 2. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri. The Contractor must be registered in MissouriBUYS. If not registered in MissouriBUYS, the Contractor must register in MissouriBUYS immediately upon request by the state.

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
Stone Security, LLC	197464
MAILING ADDRESS	
351 W Lawndale Dr	
CITY, STATE, ZIP CODE	
Salt Lake City, UT 84115	

CONTACT PERSON	EMAIL ADDRESS
Andy Schreyer	Andy@stonesecurity.net
PHONE NUMBER	FAX NUMBER
801-647-5114	866-707-4754
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)	
☒ Corporation ☐ Individual ☐ State/Local Government ☐ Partnership ☐ Sole Proprietor ☐ IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
	07/26/2023
PRINTED NAME	TITLE
Andy Schreyer	CSMO

CONTRACT TITLE: Statewide Security & Fire Protection Services**CONTRACT PERIOD: Date of Award through July 31, 2028**

Contract CC232820008 is awarded by the State of Missouri consisting of the following:

- ❖ The attached Contract #99SWC-NV23-16260, signed by the State of Nevada, Department of Administration, Purchasing Division on May 5, 2023.
- ❖ The attached Pricing Document- Stone Security
- ❖ The attached RFP99SWC-S1820 issued by the State of Nevada, Department of Administration, Purchasing Division on December 21, 2022 consisting of 90 pages.
- ❖ The attached Participating Addendum.

Scope:

The contractor shall provide Security & Fire Protection Services specified by the State of Missouri, at the firm, fixed per hour/monthly prices and percentages specified in the attached documentation. All references to the State of Nevada in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to the State of Nevada such as background information, statistical/factual information, etc.

The contractor shall submit invoices for Security & Fire Protection Services provided for the State of Missouri to the address shown on the ordering agency's purchasing order.

The contractor shall understand and agree the following provisions are hereby added to the contract as follows:

Cooperative Procurement Program:

The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide Security & Fire Protection Services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

Business Compliance:

The contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The contractor certifies by signing the signature page of this original document and any addendum signature page(s) that the contractor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The contractor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)

- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

The contractor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

Federal Fund Requirements:

The contractor shall understand and agree that the contract involves the use of federal funds. Upon award of the contract, the state agency will provide the contractor the federal fund information. In the event the federal fund information changes, the contractor will be notified in writing by the state agency.

Federal Debarment and Suspension (Executive Orders 12549 and 12689) - The contractor certifies by signing the front page of this document that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law.

Applicable Laws and Regulations and Public Policy Requirements - In performing its responsibilities under the contract, the contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.

- a. The contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract. The contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.

Stevens Amendment - The contractor shall not issue any statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the state agency, and the contractor shall clearly state the following:

- a. The percentage of the total costs of the program or project that will be financed with federal money;
- b. The dollar amount of federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

Publicity - Any publicity releases and publications mentioning contract activities shall reference the contract number and the state agency. The contractor shall obtain approval from the state agency prior to the release of such publicity release or publications.

Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements - The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations, as applicable.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Certification Regarding Lobbying - The contractor shall comply with all requirements of 31 U.S.C. 1352 that is incorporated herein as if fully set forth.

- a. The contractor certifies by signing the first page of the document that no federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. The contractor certifies that no funds under the contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The contractor shall not use any funds under the contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- c. The contractor certifies that no funds under the contract shall be used to pay the salary or expenses of the contractor, or an agent acting for the contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed, or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- d. The above prohibitions include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- e. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - 1) The contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
 - 2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Drug Free Workplace Act - The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on

the contractor's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.

Pro-Children Act - The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).

- a. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds.
 - 1) The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. The contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.
- c. The contractor shall require the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly.
- d. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Contractor Whistleblower Protections:

- a. The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- b. The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- c. The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

Human Rights and Affirmative Action:

- a. The contractor shall comply with all federal and state statutes, regulations, and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to the following:

- 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 2) Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206(d));
 - 3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) that prohibits discrimination on the basis of sex;
 - 4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, "ADAAA") which prohibit discrimination on the basis of disabilities;
 - 5) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) that prohibits discrimination on the basis of age;
 - 6) Equal Employment Opportunity – E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
 - 7) Genetic Information Non-Discrimination Act (GINA)
 - 8) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
 - 9) Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
 - 10) Missouri Governor's E.O. #10-24; and
 - 11) The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders that may apply to the services provided via the contract.
- b. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, the contractor shall have and maintain an affirmative action program that shall include:
- 1) A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 - 2) The identification of a person designated to handle affirmative action;
 - 3) The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
 - 4) The exclusion of discrimination from all collective bargaining agreements; and
 - 5) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- c. If discrimination by a contractor is found to exist, the Division of Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Division of Purchasing until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

Clean Air Act and Federal Water Pollution Control Act - The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*).

Miscellaneous Information:

The contractor should complete **Exhibit A**, Miscellaneous Information.

Federal Debarment:

The contractor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The contractor should provide its Unique Identity ID number on **Exhibit A**, Miscellaneous Information.

Contractor's Personnel:

The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- b. Provide to the Division of Purchasing the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- c. Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts. **Exhibit B** must be completed prior to award of contract.

Affidavit of Work Authorization and Documentation:

Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a “business entity” (<https://revisor.mo.gov/main/OneSection.aspx?section=285.525>) the vendor must affirm the vendor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of **Exhibit B**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of **Exhibit B** must be submitted prior to an award of a contract.

Anti-Discrimination Against Israel Act Contractor Requirements:

If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

If the contractor meets the definition of a company as defined in section 34.600, RSMo, and the company’s employees increases to ten or more during the life of the contract, then the contractor shall submit to the Division of Purchasing a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

If during the life of the contract, the contractor’s business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the contractor shall comply with, complete, and submit to the Division of Purchasing a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

Anti-Discrimination Against Israel Act Certification Exhibit Instructions:

Regardless of company status or number of employees, vendor is requested to complete and submit the applicable portion of **Exhibit C**, Anti-Discrimination Against Israel Act Certification with their response. Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a “company” (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

Missouri Statewide Contract Quarterly Administrative Fee:

The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor’s Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless

the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

Payments shall be made using one of the following acceptable payment methods:

- **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
- **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

Missouri Statewide Contract Quarterly Administrative Fee Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as **Attachment 1**. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- **Mail:** Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,

301 West High Street, Room 630, Jefferson City, MO 65101-1517

- **Fax:** (573) 526-9815
- **Email:** ereports@oa.mo.gov

The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

Missouri Statewide Contract Quarterly Usage Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing (Purchasing) which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the

reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the “Missouri Statewide Contract Quarterly Usage Report” worksheet included herein in **Attachment 2** which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days’ written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days’ notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

EXHIBIT A
MISCELLANEOUS INFORMATION

Services Outside United States: Pursuant to Executive Order 04-09, subparagraph 4, (http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf) no state agency shall award a contract to a vendor who contemplates performing work (or having a subcontractor perform work) pursuant to the contract at a site outside of the United States, unless one of the exceptions identified below are met.

Therefore, the vendor **MUST** disclose whether services proposed would be performed at a location outside of the United States and provide details in the space below or on an attached page.

Are any of the services being proposed by the vendor (or a proposed subcontractor) being performed at sites outside the United States? If the answer is “yes”, then provide the information below. If the answer is “no”, then you may stop here.	Yes ☐	No ☒
Identify the name of the vendor and/or proposed subcontractor(s) that would be performing services at a site outside the United States. DESCRIBE (WHO):		
Describe the services proposed to be performed at sites outside the United States. DESCRIBE (WHAT):		
Identify where the services would be performed at sites outside the United States. DESCRIBE (WHERE):		
Identify when (specific timeframe) in the life of the contract the services would be performed at sites outside the United States. DESCRIBE (WHEN):		
Identify why the services need to be performed at sites outside the United States. DESCRIBE (WHY):		
Identify whether the proposed services meet at least one of the conditions described in section 4, subparagraphs a, b, c, and d of Executive Order 04-09 and how the exception(s) is met. If the answer is “yes” and exemption applies, then provide the information below. If the answer to this question is “no”, then you may stop here.	Yes ☐	No ☐
Mark the appropriate exemption below, and provide the requested details: (a) ☐ Unique good or service that is deemed mandatory pursuant to the RFP requirements and has no comparable domestically-provided good or service that can adequately duplicate the unique features provided by the vendor or its subcontractor. • EXPLAIN (HOW): _____ (b) ☐ Foreign firm hired to market Missouri services/products to a foreign country. • EXPLAIN (HOW) by identifying foreign country: _____ (c) ☐ A significant or substantial economic cost factor exists that outweighs the economic impact of providing the function or professional services within the United States, and such failure in using the vendor or subcontractor’s services would result in economic hardship to the state. • EXPLAIN (HOW): _____ (d) ☐ Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. • Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: (HOW) %		

EXHIBIT A, CONTINUED
MISCELLANEOUS INFORMATION

Registration of Business Name (if applicable) with the Missouri Secretary of State: The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

FL1434665 <i>Charter Number (if applicable)</i>	Stone Security, LLC <i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

Federal Unique Entity ID: The Unique Entity ID is the official identifier for doing business with the US Government. Vendors should register at <https://sam.gov> to be assigned an Unique Entity ID. In the table below, identify the Unique Identity ID number and, if applicable, the Parent Organization's Unique Identity ID Number. The Parent Organization's Unique Identity ID number is typically used by large organizations with multiple facilities in several locations. The parent organization's number is the number assigned to the headquarters for the operation.

Stone Security, LLC Vendor Name	Vendor's Unique Identity ID Number
Parent Organization's Name	Parent Organizations Unique Identity ID Number

Proposed Subcontractors - The vendor should identify any subcontractor(s) proposed to provide any of the services required herein.

Proposed Subcontractor Name and Address	Service Proposed to be Provided by the Proposed Subcontractor

EXHIBIT B

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- | | |
|----------------------|---|
| <u>BOX A:</u> | To be completed by a non-business entity as defined below. |
| <u>BOX B:</u> | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.uscis.gov/e-verify . |
| <u>BOX C:</u> | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing. |

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under CPPC30034902302820 and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT B, continued

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that Stone Security, LLC (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Aaron Simpson
Authorized Business Entity Representative's
Name (Please Print)


Authorized Business Entity
Representative's Signature

Stone Security, LLC
Business Entity Name

Jul. 26, 2023
Date

aaron@stonesecurity.net
E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's/contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☒ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT B, continued
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Aaron Simpson (Name of Business Entity Authorized Representative) as President (Position/Title) first being duly sworn on my oath, affirm Stone Security, LLC (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Stone Security, LLC (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

<u></u> Authorized Representative's Signature	<u>Aaron Simpson</u> Printed Name
<u>President</u> Title	<u>Jul. 26, 2023</u> Date
<u>aaron@stonesecurity.net</u> E-Mail Address	<u>700200</u> E-Verify Company ID Number

Subscribed and sworn to before me this 26 of JULY 2023. I am
(DAY) (MONTH, YEAR)
 commissioned as a notary public within the County of SALT LAKE, State of
(NAME OF COUNTY)
UTAH, and my commission expires on 4/30/25.
(NAME OF STATE) (DATE)

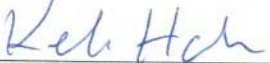
<u></u> Signature of Notary	<u>7/26/23</u> Date
---	------------------------



EXHIBIT B, continued
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** to Which Previous E-Verify Documentation Submitted: _____

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____

(if known)

Aaron Simpson
 Authorized Business Entity Representative's
 Name (Please Print)


 Authorized Business Entity
 Representative's Signature

 E-Verify MOU Company ID Number

aaron@stonesecurity.net
 E-Mail Address

Stone Security, LLC
 Business Entity Name

Jul. 26, 2023
 Date

FOR STATE USE ONLY

Documentation Verification Completed By:

 Buyer

 Date



Company ID Number: 700200



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Stone Security LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 700200

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 700200

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



Company ID Number: 700200

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



Company ID Number: 700200

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

- a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



Company ID Number: 700200

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



Company ID Number: 700200

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



Company ID Number: 700200

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



Company ID Number: 700200

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 700200

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 700200



B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 700200



E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 700200

Approved by:

Employer Stone Security LLC	
Name (Please Type or Print) Steve W Edmunds	Title
Signature Electronically Signed	Date 08/07/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/07/2013



Company ID Number: 700200

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Stone Security LLC
Company Facility Address	361 Ironwood Dr Salt Lake City, UT 84115
Company Alternate Address	
County or Parish	SALT LAKE
Employer Identification Number	203774242
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



Company ID Number: 700200



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

UT	1
----	---



Company ID Number: 700200

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Steve W Edmunds
Phone Number	8778880129
Fax	
Email	steve@stonesecurity.net



Company ID Number: 700200



This list represents the first 20 Program Administrators listed for this company.

EXHIBIT C
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The vendor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- | | |
|---------------|--|
| BOX A: | To be completed by any vendor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.” |
| BOX B: | To be completed by a vendor that meets the definition of “Company” but has <u>less than ten employees</u> . |
| BOX C: | To be completed by a vendor that <u>meets the definition of “Company”</u> and <u>has ten or more employees</u> . |

EXHIBIT C, continued
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

 Authorized Representative's Name (Please Print)

 Authorized Representative's Signature

 Entity Name

 Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

 Authorized Representative's Name (Please Print)

 Authorized Representative's Signature

 Company Name

 Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that Stone Security, LLC (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Aaron Simpson
 Authorized Representative's Name (Please Print)

Aaron Simpson
 Authorized Representative's Signature

Stone Security, LLC
 Company Name

Jul. 26, 2023
 Date

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

12. ACCESS CONTROL SYSTEMS (CATEGORY 12)

12.1.	ACCESS CONTROL SYSTEMS	Unit	Rate
12.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 125.00
12.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 110.00
12.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 125.00
12.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 125.00
12.1.5.	Repair - Telephone Support	Per Hour	\$ 110.00
12.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 130.00
12.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 110.00
12.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 130.00
12.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 130.00
12.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
12.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
12.1.12.	Materials Mark-up	% of contractor cost	30.00%
12.1.13.	Subcontractor Mark-up	% of subcontractor cost	10.00%
12.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
12.2.1.		Per Hour	\$ -
12.2.2.		Per Hour	\$ -
12.2.3.		Per Hour	\$ -
12.2.4.		Per Hour	\$ -
12.2.5.		Per Hour	\$ -
12.2.6.		Per Hour	\$ -
12.2.7.		Per Hour	\$ -
12.2.8.		Per Hour	\$ -
12.2.9.		Per Hour	\$ -
12.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

13. BURGLAR ALARM SYSTEMS (CATEGORY 13)

13.1.	BURGLAR ALARM SYSTEMS	Unit	Rate
13.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 125.00
13.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 110.00
13.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 125.00
13.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 125.00
13.1.5.	Repair - Telephone Support	Per Hour	\$ 110.00
13.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 130.00
13.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 110.00
13.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 130.00
13.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 130.00
13.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
13.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
13.1.12.	Materials Mark-up	% of contractor cost	30.00%
13.1.13.	Subcontractor Mark-up	% of subcontractor cost	10.00%
13.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
13.2.1.		Per Hour	\$ -
13.2.2.		Per Hour	\$ -
13.2.3.		Per Hour	\$ -
13.2.4.		Per Hour	\$ -
13.2.5.		Per Hour	\$ -
13.2.6.		Per Hour	\$ -
13.2.7.		Per Hour	\$ -
13.2.8.		Per Hour	\$ -
13.2.9.		Per Hour	\$ -
13.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

14. SURVEILLANCE SERVICES AND EQUIPMENT (CATEGORY 14)

14.1.	SURVEILLANCE SERVICES AND EQUIPMENT	Unit	Rate
14.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 125.00
14.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 110.00
14.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 125.00
14.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 125.00
14.1.5.	Repair - Telephone Support	Per Hour	\$ 110.00
14.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 130.00
14.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 110.00
14.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 130.00
14.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 130.00
14.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
14.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
14.1.12.	Materials Mark-up	% of contractor cost	30.00%
14.1.13.	Subcontractor Mark-up	% of subcontractor cost	10.00%
14.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
14.2.1.		Per Hour	\$ -
14.2.2.		Per Hour	\$ -
14.2.3.		Per Hour	\$ -
14.2.4.		Per Hour	\$ -
14.2.5.		Per Hour	\$ -
14.2.6.		Per Hour	\$ -
14.2.7.		Per Hour	\$ -
14.2.8.		Per Hour	\$ -
14.2.9.		Per Hour	\$ -
14.2.10.		Per Hour	\$ -

PARTICIPATING ADDENDUM



SECURITY & FIRE PROTECTION SERVICES

Led by the State of Nevada

Master Agreement #: **99SWC-NV23-16260**

Contractor: **Stone Security**

Participating Entity: **STATE OF MISSOURI**

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

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the **Security and Fire Protection Services (2023-2028)** led by the State of Nevada for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Missouri. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Andy Schreyer
Address:	351 W. Lawndale Dr, Salt Lake City, UT 84115
Telephone:	801-647-5114
Email:	Andy@stonesecurity.net

Participating Entity

Name:	John D. Geiser
Address:	301 W. High St, Rm 630, Jefferson City, MO 65101
Telephone:	573-522-9580
Email:	john.geiser@oa.mo.gov

PARTICIPATING ADDENDUM



**SECURITY & FIRE PROTECTION
SERVICES**

Led by the State of Nevada

**4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER
AGREEMENT**

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

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

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

- **See attached State of Missouri COOP Contract Document CC232820008.**
- **For informational purposes, the contractor is requested to complete Attachment 1 of this Participating Addendum regarding their economic impact to the State of Missouri.**

5. 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.

**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: State of Missouri	Contractor: Stone Security, LLC
Signature: 	Signature: 
Name: Karen Boeger	Name: Andy Schreyer
Title: Director of Purchasing	Title: CSMO
Date: 7-28-2023	Date: 07/26/2023

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.]***

**SECURITY & FIRE PROTECTION
SERVICES**

Led by the State of Nevada

ATTACHMENT 1

MISSOURI ECONOMIC IMPACT

The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under the agreement between the State of Missouri and the vendor is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employees statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

N/A

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by the Missourians and/or Missouri products under Missouri Contract Number CC232820008.

Provide security system equipment, installation & support.

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

N/A

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

N/A

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:

N/A

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Website <https://purch.oa.mo.gov/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information> you will use in the provision of products and services under the contract:

N/A

STATE OF NEVADA COOPERATIVE CONTRACT

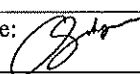
Nevada Contract Number:	99SWC- NV23-16260
Master Agreement Number:	99SWC- NV23-16260
Solicitation Number:	99SWC-S1820 (NASPO ValuePoint, Nevada)
Title:	Security and Fire Protection Services (NASPO ValuePoint, Nevada)

Government Entity:	State of Nevada, Department of Administration, Purchasing Division		
Address:	515 E Musser St, Ste 300		
City, State, Zip Code:	Carson City, NV 89701		
Contact:	Nancy Feser		
Phone:	775-684-1075	Email:	nfeser@admin.nv.gov

Contractor:	Stone Security		
Address:	351 W. Lawndale Dr.		
City, State, Zip Code:	Salt Lake City, UT 84115		
Contact:	Andy Schreyer		
Phone:	801-647-5114	Email:	andy@stonesecurity.net

1. **SCOPE.** This purpose of this contract is to provide Security and Fire Protection Services as needed, in accordance with each participating addendum executed under this master agreement.
2. **TERM.** Effective Date: Upon execution, Termination Date: 07/31/2028 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): two (2) option periods of (2) years each.
3. **ATTACHMENTS**
 - 3.1. The following documents are incorporated in descending order of constructive precedence.
 - A. NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS
 - B. VENDOR COST PROPOSAL 99SWC-VQ13557
 - C. INSURANCE SCHEDULE
 - D. SOLICITATION 99SWC-S1820
 - E. VENDOR PROPOSAL 99SWC-VQ13557
 - 3.2. The following documents are incorporated by reference but not attached.
 - A. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
4. **AUTHORITY.** Each person signing represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery and the performance of each party's obligations hereunder have been duly authorized, and this is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 2 above.

Government Entity: State of Nevada	Contractor: Stone Security
Signature: 	Signature: 
Name: Gideon K. Davis	Name: Andrew Schreyer
Title: Administrator	Title: Chef Sales/Marketing Officer
Date: 5/5/23	Date: April, 27th 2023

ATTACHMENT A
NASPO VALUEPOINT MASTER AGREEMENT
TERMS AND CONDIDITIONS



ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement

and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for five (5) years. The term of this Master Agreement may be amended beyond the initial term for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering

document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but

not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum (“Sales Data”). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU

for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.6 Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.7 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

- 6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement.
 - 6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least (**Enter the Number of Days**) days prior to the effective date.
 - 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
 - 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
- 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 7.6.1** The services or supplies being delivered;
- 7.6.2** A shipping address and other delivery requirements, if any;
- 7.6.3** A billing address;
- 7.6.4** Purchasing Entity contact information;

- 7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 7.6.6** A not-to-exceed total for the products or services being ordered; and
 - 7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
 - 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming

aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets

the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** At minimum, the Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. This warranty shall be in addition to any warranty provided for or required elsewhere in this Master Agreement.
- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be

inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

10.4 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

10.5 Warranty Period Start Date. The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

11.1 Conveyance of Title. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

11.2 Embedded Software. Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs

arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
- 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal

certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire

information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

- 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
- 14.2.2.4** Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.
- 14.2.3 Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- 14.2.4 Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- 14.2.5 NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to

disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration

and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:

- 14.8.1.1** Nonperformance of contractual requirements;
- 14.8.1.2** A material breach of any term or condition of this Master Agreement;
- 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
- 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- 14.8.1.5** Any default specified in another section of this Master Agreement.

- 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

- 14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this

Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- 14.8.3.1** Any remedy provided by law;
- 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
- 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
- 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
- 14.8.3.5** Suspension of Contractor's performance; and
- 14.8.3.6** Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This

certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

- 14.11.1** In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- 14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

- 14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
- 14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a

party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

- 14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
- 14.14 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

VENDOR COST PROPOSAL 99SWC-VQ13589

ATTACHMENT B VENDOR
COST PROPOSAL -
VQ13589

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

1. BACKFLOW PREVENTION SYSTEM (CATEGORY 1)

1.1.	BACKFLOW PREVENTION SYSTEM	Unit	Rate
1.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ -
1.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
1.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
1.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ -
1.1.5.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ -
1.1.6.	Repair - Telephone Support	Per Hour	\$ -
1.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
1.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
1.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ -
1.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
1.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
1.1.12.	Materials Mark-up	% of contractor cost	0.00%
1.1.13.	Subcontractor Mark-up	% of subcontractor cost	0.00%
1.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
1.2.1.		Per Hour	\$ -
1.2.2.		Per Hour	\$ -
1.2.3.		Per Hour	\$ -
1.2.4.		Per Hour	\$ -
1.2.5.		Per Hour	\$ -
1.2.6.		Per Hour	\$ -
1.2.7.		Per Hour	\$ -
1.2.8.		Per Hour	\$ -
1.2.9.		Per Hour	\$ -
1.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

2. SANDPIPER INSPECTIONS - FIRE HOSE (CATEGORY 2)

2.1.	SANDPIPER INSPECTIONS - FIRE HOSE	Unit	Rate
2.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ -
2.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
2.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
2.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ -
2.1.5.	Repair - Telephone Support	Per Hour	\$ -
2.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ -
2.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
2.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
2.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ -
2.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
2.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
2.1.12.	Materials Mark-up	% of contractor cost	0.00%
2.1.13.	Subcontractor Mark-up	% of subcontractor cost	0.00%
2.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
2.2.1.		Per Hour	\$ -
2.2.2.		Per Hour	\$ -
2.2.3.		Per Hour	\$ -
2.2.4.		Per Hour	\$ -
2.2.5.		Per Hour	\$ -
2.2.6.		Per Hour	\$ -
2.2.7.		Per Hour	\$ -
2.2.8.		Per Hour	\$ -
2.2.9.		Per Hour	\$ -
2.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

3. AUTOMATIC FIRE PUMPS (CATEGORY 3)

3.1.	AUTOMATIC FIRE PUMPS	Unit	Rate
3.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ -
3.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
3.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
3.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ -
3.1.5.	Repair - Telephone Support	Per Hour	\$ -
3.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ -
3.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
3.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
3.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ -
3.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
3.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
3.1.12.	Materials Mark-up	% of contractor cost	0.00%
3.1.13.	Subcontractor Mark-up	% of subcontractor cost	0.00%
3.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
3.2.1.		Per Hour	\$ -
3.2.2.		Per Hour	\$ -
3.2.3.		Per Hour	\$ -
3.2.4.		Per Hour	\$ -
3.2.5.		Per Hour	\$ -
3.2.6.		Per Hour	\$ -
3.2.7.		Per Hour	\$ -
3.2.8.		Per Hour	\$ -
3.2.9.		Per Hour	\$ -
3.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

4. FIRE SPRINKLER SYSTEMS (CATEGORY 4)

4.1.	FIRE SPRINKLER SYSTEMS	Unit	Rate
4.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ -
4.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
4.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
4.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ -
4.1.5.	Repair - Telephone Support	Per Hour	\$ -
4.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ -
4.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
4.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
4.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ -
4.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
4.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
4.1.12.	Materials Mark-up	% of contractor cost	0.00%
4.1.13.	Subcontractor Mark-up	% of subcontractor cost	0.00%
4.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
4.2.1.		Per Hour	\$ -
4.2.2.		Per Hour	\$ -
4.2.3.		Per Hour	\$ -
4.2.4.		Per Hour	\$ -
4.2.5.		Per Hour	\$ -
4.2.6.		Per Hour	\$ -
4.2.7.		Per Hour	\$ -
4.2.8.		Per Hour	\$ -
4.2.9.		Per Hour	\$ -
4.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

5. FIRE DETECTION - FIRE ALARM SYSTEMS (CATEGORY 5)

5.1.	FIRE DETECTION - FIRE ALARM SYSTEMS	Unit	Rate
5.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ -
5.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
5.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
5.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ -
5.1.5.	Repair - Telephone Support	Per Hour	\$ -
5.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ -
5.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
5.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
5.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ -
5.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
5.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
5.1.12.	Materials Mark-up	% of contractor cost	0.00%
5.1.13.	Subcontractor Mark-up	% of subcontractor cost	0.00%
5.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
5.2.1.		Per Hour	\$ -
5.2.2.		Per Hour	\$ -
5.2.3.		Per Hour	\$ -
5.2.4.		Per Hour	\$ -
5.2.5.		Per Hour	\$ -
5.2.6.		Per Hour	\$ -
5.2.7.		Per Hour	\$ -
5.2.8.		Per Hour	\$ -
5.2.9.		Per Hour	\$ -
5.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

6. EMERGENCY LIGHTING (CATEGORY 6)

6.1.	EMERGENCY LIGHTING	Unit	Rate
6.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ -
6.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
6.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
6.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ -
6.1.5.	Repair - Telephone Support	Per Hour	\$ -
6.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ -
6.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
6.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
6.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ -
6.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
6.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
6.1.12.	Materials Mark-up	% of contractor cost	0.00%
6.1.13.	Subcontractor Mark-up	% of subcontractor cost	0.00%
6.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
6.2.1.		Per Hour	\$ -
6.2.2.		Per Hour	\$ -
6.2.3.		Per Hour	\$ -
6.2.4.		Per Hour	\$ -
6.2.5.		Per Hour	\$ -
6.2.6.		Per Hour	\$ -
6.2.7.		Per Hour	\$ -
6.2.8.		Per Hour	\$ -
6.2.9.		Per Hour	\$ -
6.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

7. SPECIAL HAZARD FIRE SUPPRESSION SYSTEMS (CATEGORY 7)

7.1.	SPECIAL HAZARD FIRE SUPPRESSION SYSTEMS	Unit	Rate
7.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ -
7.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
7.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
7.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ -
7.1.5.	Repair - Telephone Support	Per Hour	\$ -
7.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ -
7.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
7.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
7.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ -
7.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
7.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
7.1.12.	Materials Mark-up	% of contractor cost	0.00%
7.1.13.	Subcontractor Mark-up	% of subcontractor cost	0.00%
7.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
7.2.1.		Per Hour	\$ -
7.2.2.		Per Hour	\$ -
7.2.3.		Per Hour	\$ -
7.2.4.		Per Hour	\$ -
7.2.5.		Per Hour	\$ -
7.2.6.		Per Hour	\$ -
7.2.7.		Per Hour	\$ -
7.2.8.		Per Hour	\$ -
7.2.9.		Per Hour	\$ -
7.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

8. PORTABLE FIRE EXTINGUISHER INSPECTION - SERVICE AND TESTING (CATEGORY 8)

	TABLE FIRE EXTINGUISHER INSPECTION - SERVICE AND TESTING	Unit	Rate
8.1.	Maximum Labor Rate (for any title)	Per Hour	\$ -
8.1.1.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
8.1.2.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
8.1.3.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ -
8.1.4.	Repair - Telephone Support	Per Hour	\$ -
8.1.5.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ -
8.1.6.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
8.1.7.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
8.1.8.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ -
8.1.9.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
8.1.10.	Monitoring/Maintenance - Option B	% of system cost	0.00%
8.1.11.	Materials Mark-up	% of contractor cost	0.00%
8.1.12.	Subcontractor Mark-up	% of subcontractor cost	0.00%
8.1.13.	(Vendors can propose per extinguisher pricing separately from labor rate)	Per Device	\$ -
8.1.14.	Annual Maintenance per extinguisher (seal, collar tag, hazmat label)	Per extinguisher	\$ -
8.1.15.	5 lb. ABC Dry Chemical Extinguisher - 6 year maintenance/recharge	Per extinguisher	\$ -
8.1.16.	10 lb. ABC Dry Chemical Extinguisher - 6 year maintenance/recharge	Per extinguisher	\$ -
8.1.17.	20 lb. ABC Dry Chemical Extinguisher - 6 year maintenance/recharge	Per extinguisher	\$ -
8.1.18.	5 lb. CO2 Extinguisher - 5-year hydrostatic test	Per extinguisher	\$ -
8.1.19.	2.5 gal. PR/Water Extinguisher - 5-year hydrostatic test	Per extinguisher	\$ -
8.1.20.	5 lb. Co2 Extinguisher - recharge	Per extinguisher	\$ -
8.1.21.	10 lb. Co2 Extinguisher - recharge	Per extinguisher	\$ -
8.1.22.	20 lb. Co2 Extinguisher - recharge	Per extinguisher	\$ -
8.1.23.	2.5 gal. PR/Water Extinguisher - recharge	Per extinguisher	\$ -
8.1.24.	45 lb. ABC Dry Chemical Cylinder - 12-year hydrotest (hood system)	Per extinguisher	\$ -
8.1.25.	45 lb. ABC Dry Chemical Cylinder - 6-year recharge (hood system)	Per extinguisher	\$ -
8.2.	Other Categories (cannot exceed max rate above):	Unit	Rate
8.2.1.	(Vendors can propose per extinguisher pricing separately from labor rate)	Per Device	\$ -
8.2.2.		Per Hour	\$ -
8.2.3.		Per Hour	\$ -
8.2.4.		Per Hour	\$ -
8.2.5.		Per Hour	\$ -
8.2.6.		Per Hour	\$ -
8.2.7.		Per Hour	\$ -
8.2.8.		Per Hour	\$ -
8.2.9.		Per Hour	\$ -
8.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

9. NEW PORTABLE FIRE EXTINGUISHERS (CATEGORY 9)

9.1.	NEW PORTABLE FIRE EXTINGUISHERS	Unit	Rate
9.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ -
9.1.2.	Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
9.1.3.	After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
9.1.4.	Weekend/Holiday Labor Rate	Per Hour	\$ -
9.1.5.	Telephone Support	Per Hour	\$ -
9.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
9.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
9.1.12.	Materials Mark-up	% of contractor cost	0.00%
9.1.13.	Subcontractor Mark-up	% of subcontractor cost	0.00%
9.1.12.	5 lb. ABC Dry Chemical Extinguisher - new	Per Extinguisher	\$ -
9.1.13.	10 lb. ABC Dry Chemical Extinguisher - new	Per Extinguisher	\$ -
9.1.14.	20 lb. ABC Dry Chemical Extinguisher - new	Per Extinguisher	\$ -
9.1.15.	2.5 gal. PR/Water Extinguisher - new	Per Extinguisher	\$ -
9.1.16.	5 lb. CO2 Extinguisher - new	Per Extinguisher	\$ -
9.1.17.	10 lb. CO2 Extinguisher - new	Per Extinguisher	\$ -
9.1.18.	20 lb. CO2 Extinguisher - new	Per Extinguisher	\$ -
9.1.19.	45 lb. ABC Dry Chemical Cylinder - new (hood system)	Per Extinguisher	\$ -
9.1.20.	45 lb. ABC Dry Chemical Cylinder - new (hood system)	Per Extinguisher	\$ -
9.2.	Other Categories (cannot exceed max rate above):	Unit	Rate
9.2.1.	(Vendors can propose per extinguisher pricing separately from labor rate)	Per Device	\$ -
9.2.2.		Per Hour	\$ -
9.2.3.		Per Hour	\$ -
9.2.4.		Per Hour	\$ -
9.2.5.		Per Hour	\$ -
9.2.6.		Per Hour	\$ -
9.2.7.		Per Hour	\$ -
9.2.8.		Per Hour	\$ -
9.2.9.		Per Hour	\$ -
9.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

10. KITCHEN FIRE SUPPRESSION COMMERCIAL HOOD SYSTEM (CATEGORY 10)

10.1.	KITCHEN FIRE SUPPRESSION COMMERCIAL HOOD SYSTEM	Unit	Rate
10.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ -
10.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
10.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
10.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ -
10.1.5.	Repair - Telephone Support	Per Hour	\$ -
10.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ -
10.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
10.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
10.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ -
10.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
10.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
10.1.12.	Materials Mark-up	% of contractor cost	0.00%
10.1.13.	Subcontractor Mark-up	% of subcontractor cost	0.00%
10.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
10.2.1.		Per Hour	\$ -
10.2.2.		Per Hour	\$ -
10.2.3.		Per Hour	\$ -
10.2.4.		Per Hour	\$ -
10.2.5.		Per Hour	\$ -
10.2.6.		Per Hour	\$ -
10.2.7.		Per Hour	\$ -
10.2.8.		Per Hour	\$ -
10.2.9.		Per Hour	\$ -
10.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

11. COMMERCIAL HOOD SYSTEM CLEANING (CATEGORY 11)

11.1.	COMMERCIAL HOOD SYSTEM CLEANING	Unit	Rate
11.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ -
11.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
11.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
11.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ -
11.1.5.	Repair - Telephone Support	Per Hour	\$ -
11.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ -
11.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
11.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
11.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ -
11.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
11.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
11.1.12.	Materials Mark-up	% of contractor cost	0.00%
11.1.13.	Subcontractor Mark-up	% of subcontractor cost	0.00%
11.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
11.2.1.		Per Hour	\$ -
11.2.2.		Per Hour	\$ -
11.2.3.		Per Hour	\$ -
11.2.4.		Per Hour	\$ -
11.2.5.		Per Hour	\$ -
11.2.6.		Per Hour	\$ -
11.2.7.		Per Hour	\$ -
11.2.8.		Per Hour	\$ -
11.2.9.		Per Hour	\$ -
11.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

12. ACCESS CONTROL SYSTEMS (CATEGORY 12)

12.1.	ACCESS CONTROL SYSTEMS	Unit	Rate
12.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 125.00
12.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 110.00
12.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 125.00
12.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 125.00
12.1.5.	Repair - Telephone Support	Per Hour	\$ 110.00
12.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 130.00
12.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 110.00
12.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 130.00
12.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 130.00
12.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
12.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
12.1.12.	Materials Mark-up	% of contractor cost	30.00%
12.1.13.	Subcontractor Mark-up	% of subcontractor cost	10.00%
12.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
12.2.1.		Per Hour	\$ -
12.2.2.		Per Hour	\$ -
12.2.3.		Per Hour	\$ -
12.2.4.		Per Hour	\$ -
12.2.5.		Per Hour	\$ -
12.2.6.		Per Hour	\$ -
12.2.7.		Per Hour	\$ -
12.2.8.		Per Hour	\$ -
12.2.9.		Per Hour	\$ -
12.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

13. BURGLAR ALARM SYSTEMS (CATEGORY 13)

13.1.	BURGLAR ALARM SYSTEMS	Unit	Rate
13.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 125.00
13.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 110.00
13.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 125.00
13.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 125.00
13.1.5.	Repair - Telephone Support	Per Hour	\$ 110.00
13.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 130.00
13.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 110.00
13.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 130.00
13.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 130.00
13.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
13.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
13.1.12.	Materials Mark-up	% of contractor cost	30.00%
13.1.13.	Subcontractor Mark-up	% of subcontractor cost	10.00%
13.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
13.2.1.		Per Hour	\$ -
13.2.2.		Per Hour	\$ -
13.2.3.		Per Hour	\$ -
13.2.4.		Per Hour	\$ -
13.2.5.		Per Hour	\$ -
13.2.6.		Per Hour	\$ -
13.2.7.		Per Hour	\$ -
13.2.8.		Per Hour	\$ -
13.2.9.		Per Hour	\$ -
13.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

14. SURVEILLANCE SERVICES AND EQUIPMENT (CATEGORY 14)

14.1.	SURVEILLANCE SERVICES AND EQUIPMENT	Unit	Rate
14.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 125.00
14.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 110.00
14.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 125.00
14.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 125.00
14.1.5.	Repair - Telephone Support	Per Hour	\$ 110.00
14.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 130.00
14.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 110.00
14.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 130.00
14.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 130.00
14.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
14.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
14.1.12.	Materials Mark-up	% of contractor cost	30.00%
14.1.13.	Subcontractor Mark-up	% of subcontractor cost	10.00%
14.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
14.2.1.		Per Hour	\$ -
14.2.2.		Per Hour	\$ -
14.2.3.		Per Hour	\$ -
14.2.4.		Per Hour	\$ -
14.2.5.		Per Hour	\$ -
14.2.6.		Per Hour	\$ -
14.2.7.		Per Hour	\$ -
14.2.8.		Per Hour	\$ -
14.2.9.		Per Hour	\$ -
14.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

15. HIGH SECURITY CONTROL SYSTEMS (CATEGORY 15)

15.1.	HIGH SECURITY CONTROL SYSTEMS	Unit	Rate
15.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ -
15.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
15.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
15.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ -
15.1.5.	Repair - Telephone Support	Per Hour	\$ -
15.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ -
15.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
15.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
15.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ -
15.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
15.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
15.1.12.	Materials Mark-up	% of contractor cost	0.00%
15.1.13.	Subcontractor Mark-up	% of subcontractor cost	0.00%
15.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
15.2.1.		Per Hour	\$ -
15.2.2.		Per Hour	\$ -
15.2.3.		Per Hour	\$ -
15.2.4.		Per Hour	\$ -
15.2.5.		Per Hour	\$ -
15.2.6.		Per Hour	\$ -
15.2.7.		Per Hour	\$ -
15.2.8.		Per Hour	\$ -
15.2.9.		Per Hour	\$ -
15.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

NATIONWIDE/REGION(S)/STATE(S) PROPOSED:

16. INSPECTIONS - MONITORING - MAINTENANCE (CATEGORY 16)

16.1.	ANY ADDITIONAL INSPECTIONS - MONITORING - MAINTENANCE	Unit	Rate
16.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ -
16.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
16.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
16.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ -
16.1.5.	Repair - Telephone Support	Per Hour	\$ -
16.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ -
16.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
16.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
16.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ -
16.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
16.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
16.1.12.	Materials Mark-up	% of contractor cost	0.00%
16.1.13.	Subcontractor Mark-up	% of subcontractor cost	0.00%
16.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
16.2.1.		Per Hour	\$ -
16.2.2.		Per Hour	\$ -
16.2.3.		Per Hour	\$ -
16.2.4.		Per Hour	\$ -
16.2.5.		Per Hour	\$ -
16.2.6.		Per Hour	\$ -
16.2.7.		Per Hour	\$ -
16.2.8.		Per Hour	\$ -
16.2.9.		Per Hour	\$ -
16.2.10.		Per Hour	\$ -

ATTACHMENT C
INSURANCE SCHEDULE

INSURANCE SCHEDULE

1. **MINIMUM SCOPE AND LIMITS OF INSURANCE.** Consultant shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.
- 1.1. **COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM**
 - 1.1.1. Policy shall include bodily injury, property damage and broad form contractual liability coverage.
 - A. General Aggregate\$2,000,000
 - B. Products – Completed Operations Aggregate\$1,000,000
 - C. Personal and Advertising Injury\$1,000,000
 - D. Each Occurrence\$1,000,000
 - 1.1.2. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- 1.2. **AUTOMOTIVE LIABILITY**
 - 1.2.1. Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
 - A. Combined Single Limit (CSL).....\$1,000,000
 - 1.2.2. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
- 1.3. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**
 - 1.3.1. Workers' Compensation Statutory
 - 1.3.2. Employers' Liability
 - A. Each Accident\$100,000
 - B. Disease – Each Employee.....\$100,000
 - C. Disease – Policy Limit.....\$500,000
 - 1.3.3. Policy shall contain a waiver of subrogation against the State of Nevada.
 - 1.3.4. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.
- 1.4. **PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS LIABILITY)**
 - 1.4.1. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.
 - A. Each Claim.....\$1,000,000
 - B. Annual Aggregate\$2,000,000
 - 1.4.2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- 1.5. **NETWORK SECURITY (CYBER) AND PRIVACY LIABILITY**
 - A. Per Occurrence.....\$1,000,000
 - B. Annual Aggregate\$2,000,000
- 1.6. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

INSURANCE SCHEDULE

2. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
3. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.
4. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
5. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

SOLICITATION 99SWC-S1820



**STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, NV 89701
Phone: 775-684-0170 | Fax: 775-684-0188**

Nevada Request for Proposal: **99SWC-S1820**
For
**NASPO ValuePoint Master Agreements for
Security and Fire Protection Services**



Release Date: **12/21/2022**
Deadline for Submission and Opening Date and Time: **02/23/2023 @ 2:00 pm Pacific Time**
Refer to Proposal Timeline and Submission Requirements for complete RFP schedule and submission instructions

Single point of contact for the RFP:

Nancy Feser

Email Address, nfeser@admin.nv.gov

(TTY for Deaf and Hard of Hearing, 800-326-6868
Ask the relay agent to dial, 1-775-515-5173/V.)

TABLE OF CONTENTS

1.	APPLICABLE REGULATIONS GOVERNING PROCUREMENT	2
2.	PROJECT OVERVIEW	2
3.	SCOPE OF WORK	3
4.	COST PROPOSAL	3
5.	ATTACHMENTS	4
6.	TIMELINE	4
7.	EVALUATION PROCESS	5
8.	MANDATORY MINIMUM REQUIREMENTS	6
9.	CRITICAL ITEMS.....	7
10.	SUBMISSION CHECKLIST	10

1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT

- 1.1. All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: www.leg.state.nv.us/law1.cfm.
- 1.2. Prospective vendors are advised to review Nevada ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

2. PROJECT OVERVIEW

2.1. PURPOSE

- 2.1.1. The State of Nevada, Purchasing Division (Lead State) is requesting proposals for Security & Fire Protection Services in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish Master Agreements with qualified vendors to provide Security & Fire Protection Services and related equipment for all Participating Entities. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the master agreement shall be five (5) years, with two (2) option periods of two (2) years each, following renewal provisions as outlined in *Section II of NASPO ValuePoint Master Agreement Terms and Conditions*.
- 2.1.2. It is anticipated that this RFP may result in Master Agreement awards to multiple contractors, in the discretion of the Lead State.
- 2.1.3. This RFP is designed to provide interested vendors with sufficient information to submit proposals meeting minimum requirements but is not intended to limit proposal content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.
- 2.1.4. While the intent is to provide contracts that are available nationwide, the Lead State will consider proposals on a regional or individual state basis. Small businesses, women owned businesses, minority owned businesses, and veteran owned businesses are encouraged to propose.
- 2.1.5. Multistate use of an award is subject to the approval of the NASPO ValuePoint Executive Council. Awards not approved by NASPO ValuePoint may, at the option of the Lead State, result in a contract for use by the Lead State only. Awards and Master Agreements may be approved in whole or in part. Offeror agrees to hold the Lead State and NASPO harmless and release the Lead State and NASPO from any liability for damages arising from non-award or non-execution of a contract.

2.2. LEAD STATE, SOLICITATION NUMBER, AND LEAD STATE CONTRACT ADMINISTRATOR

- 2.2.1. The State of Nevada Purchasing Division is the Lead State and issuing office for this document and all subsequent addenda relating to it.
- 2.2.2. The reference number for the Solicitation is **99SWC-S1820**. This number must be referenced on all proposals, correspondence, and documentation relating to the RFP.
- 2.2.3. The Lead State Contract Administrator identified on page 1 is the single point of contact during this procurement process. Vendors and interested persons shall direct to the Lead State Contract Administrator all questions concerning procurement process, technical requirements, contractual requirements, requests for brand approval, changes, clarifications, protests, award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement(s).

- 2.3. **DEFINITIONS.** The following definitions apply to this solicitation. *NASPO ValuePoint Master Agreement Terms and Conditions* also contains definitions of terms used in this solicitation.

- 2.3.1. **Lead State** means the state conducting this cooperative procurement, evaluation, and award.
- 2.3.2. **Offeror** means a person, company, or firm who submits a proposal in response to this Request for Proposal.
- 2.3.3. **Proposal** means the official written response submitted by an Offeror in response to this Request for Proposal.
- 2.3.4. **Request for Proposals or RFP** means the entire solicitation document, including all parts, sections, exhibits, attachments, and addenda.

2.3.5. **Vendor** has the same meaning as Offeror.

2.4. **BACKGROUND.** NASPO ValuePoint is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation dedicated to strengthening the procurement community through education, research, and communication. NASPO is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia, and the territories of the United States. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information please see: www.naspovaluepoint.org and www.naspo.org.

2.5. **PARTICIPATING STATES.** In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: Hawaii, Illinois, Maine, Missouri, Montana, New Mexico, South Dakota, Utah Other entities may become Participating Entities after award of the Master Agreement. Some States may have included special or unique terms and conditions for their state, which are being provided as a courtesy to offerors to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate other states' terms and conditions. Participating States shall negotiate these terms and conditions directly with a contractor following award of a Master Agreement. State-specific terms and conditions are included as attachments.

2.6. **ANTICIPATED USAGE**

2.6.1. The historical three (3) year usage data from the current contracts are:

- A. Fire Services = \$242,402.99
- B. Security Services = \$41,484,096.88

2.6.2. No minimum or maximum level of sales volume is guaranteed or implied.

3. SCOPE OF WORK

3.1. Offerors shall demonstrate in their Proposal how they meet or exceed the requirements of each section of the *Scope of Work* attachment. Offerors shall show each requirement and its response in their Proposal.

3.2. No part of the resulting contract from this solicitation may be performed offshore of the United States, by persons located offshore of the United States or by means, methods, or communications that, in whole or in part, take place offshore of the United States.

4. COST PROPOSAL

4.1. The primary objective of this RFP is to provide national coverage of security and fire protection services. The costs proposed by each Offeror providing national coverage and offering service to all states ("nationwide Offeror") shall represent the maximum, not-to-exceed costs, subject to Subsection 4.5.2, that may be charged to any state or Participating Entity in the country and will be evaluated against the costs proposed by other nationwide Offerors. Nationwide Offerors awarded a Master Agreement may execute Participating Addenda with Participating Entities in any state or U.S. territory.

4.2. An Offeror providing less than national coverage (a "state-by-state Offeror") may still be considered for award of a Master Agreement on a state-by-state basis. State-by-state Offerors must provide service to, and costs for, a minimum of one state and must service the entire state for each state proposed. The costs proposed by each state-by-state Offeror for each state will be evaluated against both nationwide Offerors and all other state-by-state Offerors providing coverage in that state. State-by-state Offerors awarded a Master Agreement may execute Participating Addenda only with Participating Entities in the state(s) the state-by-state Offeror is awarded.

4.3. Cost proposals will be evaluated independent of the technical evaluation. Cost proposal must be submitted to the Lead State as a separate document in a vendor Proposal. Do not embed cost proposal in the technical proposal response.

4.4. Offeror shall provide detailed costs for all costs associated with the responsibilities and related services, per *Cost*

Schedule Attachment.

4.5. INSTRUCTIONS

- 4.5.1. Offeror must submit cost, prices and rates as required in *Cost Schedule*. No other cost format will be accepted. Offeror's proposed costs must be inclusive of all fees and charges, including but not limited to fees or charges for shipping, delivery, credit card payments, and personnel. All costs proposed by Offeror must also be inclusive of the NASPO ValuePoint administrative fee. Proposed costs incorporated into a Master Agreement resulting from this RFP represent not-to-exceed pricing and minimum discounts, where applicable. Except as permitted in Subsection 4.5.2, pricing offered to Participating Entities and Purchasing Entities must be no higher than pricing set forth in the Master Agreement.
- 4.5.2. A Participating Addendum may also require payment of an additional administrative fee by Contractors to a Participating Entity based on sales to Purchasing Entities within the jurisdiction of the Participating Entity. Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not-to-exceed the Participating Entity's fee. Such adjustments will have no effect on the NASPO ValuePoint administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity.
- 4.5.3. All parts, supplies, and equipment will be provided at offeror cost plus the fixed materials mark-up proposed. Receipts for materials may be required by Purchasing Entity to document offeror cost.
- 4.5.4. Vendor can agree to rates lower than those proposed with a Participating Entity in a Participating Addenda, service agreement, or project quote.
- 4.5.5. Inspection and Monitoring includes inspection and monitoring of fire extinguishing systems, fire sprinkler systems, alarm monitoring, and fire alarm/protective signaling for offerors who provide those services but not installation/repair.

5. ATTACHMENTS

- 5.1. ATTACHMENTS FOR REVIEW. To be read and not returned, unless submitting suggested redlines.

- 5.1.1. State of Nevada Terms and Conditions for Services
- 5.1.2. NASPO ValuePoint Master Agreement Terms and Conditions
- 5.1.3. Insurance Schedule
- 5.1.4. NASPO ValuePoint Master Reporting

- 5.2. PROPOSAL ATTACHMENTS. To be completed and returned.

- 5.2.1. 99SWC-S1820 Scope of Work
- 5.2.2. 99SWC-S1820 Cost Schedule
- 5.2.3. Proposed Staff Resume
- 5.2.4. Reference Questionnaire
- 5.2.5. Attachments for Signature

- A. Vendor Information Response
- B. Vendor Certifications
- C. Certification Regarding Lobbying
- D. Confidentiality and Certification of Indemnification

6. TIMELINE

- 6.1. All questions regarding this RFP shall be submitted using the Bid Q&A feature in NevadaEPro by the deadline below.
- 6.2. The following represents the proposed timeline for this project.
 - 6.2.1. All times stated are Pacific Time (PT).
 - 6.2.2. These dates represent a tentative schedule of events.
 - 6.2.3. The Lead State reserves the right to modify these dates at any time.

- A. Deadline for Questions..... No later than 5:00 pm on 01/11/2023
- B. Answers Posted On or about 01/19/2023

- C. Deadline for References No later than 5:00 pm on 02/22/2023
- D. Deadline Proposal Submission and Opening..... No later than 2:00 pm on 02/23/2023
- E. Evaluation Period (estimated)02/23/2023 – 03/21/2023
- F. Evaluation Sourcing Team Meeting03/21/2023 – 03/23/2023
- G. NASPO Executive Council Award Review (estimated) On or about 03/29/2023
- H. Notice of Intent (estimated) On or about 03/30/2023
- I. Notice of Award (estimated) On or about 04/06/2023

7. EVALUATION PROCESS

7.1. Proposal evaluation and scoring is conducted in accordance with NRS 333.335 and NAC 333.160-333.165.

- 7.1.1. Proposals shall be kept confidential until a contract is awarded.
- 7.1.2. In the event the RFP is withdrawn prior to award, proposals remain confidential.
- 7.1.3. The evaluation committee is an independent committee established to evaluate and score proposals submitted in response to the RFP.
- 7.1.4. Financial stability shall be scored on a pass/fail basis.
- 7.1.5. The Lead State, at its option, may limit eligibility for award to offerors above a natural break in the technical scores and/or combined technical and cost scores.
- 7.1.6. SOW categories will be evaluated and considered for award separately.
- 7.1.7. Each evaluation committee member will score each technical evaluation factor on a 0-10 scale. After technical scores are finalized, individual scores will be averaged together to create a single 0-10 score for each technical evaluation factor.
- 7.1.8. Each 0-10 evaluation factor will be multiplied by the relative weight to create a weighted score, and then the weighted scores for each evaluation factor are added together to for the total score of a proposal for the individual category.
- 7.1.9. Proposals shall be consistently evaluated and scored based upon the following factors and relative weights.

- A. Demonstrated Competence.....20
- B. Experience in Performance of Comparable Engagements20
- C. Conformance with the Terms of This RFP.....10
- D. Reporting.....20

E. Cost: For Categories 1 through 7 and 10 through 16 in the Cost Schedule:

- 1. Average of Labor and Support Rates (average of items 1 through 9)20
- 2. Materials Mark-up (item 12)10

F. Cost: For Category 8 in the Cost Schedule:

- 1. Average of Labor and Support Rates (average of items 1 through 7)15
- 2. Materials Mark-up (item 12)5
- 3. Average of Extinguisher and Dry Chemical Cylinder services Rates (items 14 through 26)10

G. Cost: For Category 9 in the Cost Schedule:

- 1. Average of Labor and Support Rates (average of items 1 through 5)15
- 2. Materials Mark-up (item 8)5
- 3. Average of Extinguisher and Dry Chemical Cylinder services Rates (items 10 through 18)10

7.2. COST SCORING

7.2.1. The price proposed for each line item will be evaluated based on the following formula to create a cost score.

- A. The formula for calculating cost points earned for Proposed Costs for Average of Labor and Support Rates is Lowest Cost / Offeror's Cost x Cost Points Possible.
- B. The formula for calculating cost points earned for Proposed Mark-ups for Materials Mark-ups is Lowest Mark-up / Offeror's Mark-up x Cost Points Possible.
- C. The formula for calculating cost points earned for Proposed Costs for Average of Extinguisher and Dry Chemical Cylinder Services is Lowest Cost/Offeror's Cost x Cost Points Possible.

- 7.2.2. The cost score for “Average of Labor and Support Rates” will be a number between 0 and 20 for Categories 1 through 7 and 10 through 16; and 0 and 15 for Categories 8 and 9.
- 7.2.3. The cost score for “Materials Mark-up” will be a number between 0 and 10 for Categories 1 through 7 and 10 through 16; 0 and 5 for Categories 8 and 9.
- 7.2.4. The cost score for “Average of Extinguisher and Dry Chemical Cylinder Services” will be a number between 0 and 10 for Categories 8 and 9.
- 7.2.5. Additional non-itemized pricing in the “Other Labor Categories” will not be scored.
- 7.2.6. The Lead State reserves the right to modify this formula, and/or assign a nominal value to “0” cost values, if application of the formula results in an error, negative points, or an unreasonably skewed distribution of points.
- 7.2.7. At the Lead State’s discretion, total cost scores may be normalized and scaled to award the offeror earning the highest total cost score by category the maximum number of cost points possible.
- 7.2.8. In addition to the cost evaluation described above, all costs, including all costs to which a vendor’s proposed markup or discount is to be applied, may also be subject to an independent review for reasonableness by the Lead State. Costs determined not to be reasonable or best-value by the Lead State may result in all or part of Offeror’s proposal being rejected, regardless of the results of the cost evaluation.

7.3. PRESENTATIONS

- 7.3.1. Following the evaluation and scoring process specified above, the Lead State reserves the right to require offerors to make a presentation of their proposal to the evaluation committee or other staff, as applicable. If presentations are elected by the Lead State, evaluation criteria will be disclosed for the same as necessary.
- 7.3.2. The Lead State, at its option, may limit participation in offeror presentations to vendors above a natural break in the relative scores from technical and cost scores.
- 7.3.3. Following the presentations, the combined technical, cost, and presentation scores will become the final score for a proposal.
- 7.3.4. The Lead State reserves the right to add additional criteria or presentations.
- 7.3.5. The Lead State reserves the right to forego offeror presentations and select offeror(s) based on the written proposals submitted.

7.4. AWARD

- 7.4.1. Award shall be made to the Offeror(s) whose proposal is the most advantageous to the State of Nevada and NASPO ValuePoint, taking into consideration price and the other evaluation factors set forth in this Request for Proposal.

8. MANDATORY MINIMUM REQUIREMENTS

- 8.1. Pursuant to NRS 333.311 a contract cannot be awarded to a proposal that does not comply with the requirements listed in this section. Offeror will confirm that they will comply with each of the requirements in section 8 as reflected herein.
- 8.2. NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339, any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages. This requirement is applicable to a Master Agreement executed under this solicitation. Each Participating Addendum will be subject to the laws required by the Participating Entity.
- 8.3. NON-APPROPRIATION. The continuation of a contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by state legislature(s) and/or federal sources. The Lead State may terminate a contract, and contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting agency funding from state and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- 8.4. NO BOYCOTT OF ISRAEL. Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).
- 8.5. CONTRACT RESPONSIBILITY. Awarded vendor shall be the sole point of contract responsibility. The Lead State

shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.

- 8.6. DATA ENCRYPTION. Confirm offeror will comply with Lead State IT requirement that data be encrypted in transit and in rest.
- 8.7. STATESIDE DATA. Confirm offeror will comply with Lead State IT requirement that data assets must be maintained stateside, and data will not be held offshore.
- 8.8. NEVADA BUSINESS LICENSE. Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a Nevada State business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b).
- 8.9. DISCLOSURE. Each offeror shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the offeror or in which the offeror has been judged guilty or liable.

9. CRITICAL ITEMS

- 9.1. In addition to the *Scope of Work* and other attachments, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring the proposal. Offeror proposal should address items in this section in enough detail to provide evaluators an accurate understanding of offeror capabilities. Proposals that fail to sufficiently respond to these items may be considered non-responsive.
- 9.2. NASPO ValuePoint MASTER AGREEMENT STATEMENT OF COMPLIANCE
 - 9.2.1. NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Addendum for a Participating Entity.
 - 9.2.2. The Master Agreement will include, but not be limited to, the attached *NASPO ValuePoint Master Agreement Terms and Conditions* and Lead State specific terms and conditions required to execute a master agreement, *99SWC-S1820 Scope of Work*, and selected portions of the offeror Proposal.
 - 9.2.3. Offerors must include a statement in their Proposal that they have read and understand all terms and conditions and will comply fully.
- 9.3. NASPO ValuePoint ADMINISTRATIVE FEE AND REPORTING REQUIREMENTS
 - 9.3.1. To be eligible for award, the vendor agrees to pay a NASPO ValuePoint administrative fee as specified in *Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions*. Moreover, specific summary and detailed usage reporting requirements are prescribed by *Section 7 of NASPO ValuePoint Master Agreement Terms and Conditions*.
 - 9.3.2. Contractor will be required to provide reporting contact within 15 days of Master Agreement execution. This information must be kept current during the contract period.
- 9.4. PROMOTION OF THE NASPO ValuePoint MASTER AGREEMENT
 - 9.4.1. The *NASPO ValuePoint Master Agreement Terms and Conditions* include program provisions governing participation in the cooperative, reporting and payment of administrative fees, and marketing/education relating to the NASPO ValuePoint cooperative procurement program. In this regard,
 - A. Describe experience working with contracting cooperatives.
 - B. List the cooperatives through which you currently have a contract and provide sales volume information for each. Identify any restrictions on pricing and sales imposed by your other cooperative contracts.
 - C. Describe how you intend to market your Master Agreement and encourage participation among potential Participating Entities, including state governments.
 - D. Describe how you intend to encourage usage of your Master Agreement by Purchasing Entities.
 - E. Describe your approach to negotiation of Participating Addenda. Describe the extent to which you provide Participating Entities flexibility in incorporating entity-specific language into their Participating Addenda. Do you require entities to provide statutory citations for specific language?
- 9.5. INSURANCE SCHEDULE. To be eligible for award, offeror agrees to acquire insurance from an insurance carrier or

carriers licensed to conduct business in each Participating Entity state at the prescribed levels set forth in *Insurance Schedule* attachment. Describe your insurance or plans to obtain insurance satisfying the requirements, including ensuring that the named insured matches the offeror business name.

9.6. VENDOR BACKGROUND

- 9.6.1. Provide a description of vendor background and history and explain how vendor is qualified to provide the services described in this RFP.
- 9.6.2. Provide a brief description of the length of time vendor has been providing services described in this RFP to the public and/or private sector.
- 9.6.3. Vendor Profile
 - A. Company full legal name
 - B. Primary business address
 - C. Describe company ownership structure
 - D. Employee size (number of employees)
 - E. Website
 - F. Sales contact information
 - G. Client retention and growth rates during the past three years

9.7. SUBCONTRACTORS

- 9.7.1. Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.
- 9.7.2. Proposal should include a completed *Attachments for Signature* document for each subcontractor.
- 9.7.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 9.7.4. Vendor shall provide any subcontract documentation (contract, scope of work, etc.) and disclosures as soon as practicable if there is a request for activities which are to be subcontracted at a later date.
- 9.7.5. Offeror proposal shall identify specific requirements of the project for which each subcontractor shall perform services.
 - A. How the work of any subcontractor(s) shall be supervised
 - B. How channels of communication shall be maintained
 - C. How compliance with contract terms and conditions will be assured
 - D. Previous experience with subcontractor(s)
 - E. Confirm a willingness to provide the full subcontract between the vendor and subcontractor(s) for review if requested by a Purchasing Entity

9.8. VENDOR STAFF RESUMES

- 9.8.1. A resume shall be included for each proposed key personnel, see *Proposed Staff Resume*.
- 9.8.2. A resume shall also be included for any proposed key subcontractor personnel.
- 9.8.3. Key Personnel. For the purposes of this section, Key Personnel is defined as the national contract manager(s) and point(s) of contact for a Master Agreement. Lead State reserves the right to accept or reject any proposed Key Personnel and to require replacement of Key Personnel. Contractor shall replace Key Personnel when needed with personnel having equivalent education, knowledge, skills, ability, and experience. Contractor must notify Lead State in writing of change in Key Personnel which Lead State, in its sole discretion, may accept. If at any time contractor provides notice of permanent removal or resignation of Key Personnel, new Key Personnel must be designated immediately, and a written transition plan must be provided. Key Personnel requirements are as follows.
 - A. Key Personnel must respond to all inquiries from Lead State, Participating Entities, and Purchasing Entities within 2 business days.
 - B. Key Personnel must be capable of responding to all inquiries related to the contract, or capable of directing an inquiry to appropriate contractor personnel, within 2 business days.
 - C. Key Personnel must have experience in managing a national cooperative contract that is satisfactory in the sole discretion of the Lead State.

- 9.8.4. Participating Entities and Purchasing Entities may elect to identify other requirements for personnel assigned to a

Participating Entity or Purchasing Entity in a Participating Addendum or Order.

9.9. CUSTOMER SERVICE

- 9.9.1. What is the coverage area of your services?
- 9.9.2. What are your hours of operation and when are key account people available to us across time zones?
- 9.9.3. Describe how problem identification and resolution will be handled.
- 9.9.4. How will you service the Lead State and any Participating Addenda accounts? Describe the system you will use to manage the Lead State and any Participating Addendum account.
- 9.9.5. How do you respond to customer complaints and service issues?
- 9.9.6. How do you assess customer satisfaction?
- 9.9.7. What are your quality assurance measures and how are they handled in your organization?

9.10. EXCEPTIONS TO TERMS AND CONDITIONS

- 9.10.1. The Lead State discourages exceptions to contract terms and conditions in the RFP and the *NASPO ValuePoint Master Agreement Terms and Conditions*. Exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Lead State (and its evaluation team), the proposal appears to be conditioned on the exception or correction of what is deemed to be a deficiency or unacceptable exception would require a substantial proposal rewrite to correct. Any exceptions to the *Cost Schedule* will not be accepted. If a vendor feels exceptions are necessary to submit a proposal, they should be submitted as redlines to the applicable document in Word format. If a vendor is rejecting language, alternative language must be proposed.
 - 9.10.2. Offerors should identify or seek to clarify any problems with contract language, or any other document contained within this RFP during the Q&A.
 - 9.10.3. Moreover, offerors are cautioned that award may be made on receipt of initial proposals without clarification or an opportunity for discussion, and the nature of exceptions would be evaluated. Further, the nature of exceptions will be considered in the competitive range determination if one is conducted. In the sole discretion of the Lead State, Exceptions may be evaluated to determine: the extent to which the alternative language or approach poses unreasonable, additional risk; is judged to inhibit achieving the objectives of the RFP; or whose ambiguity makes evaluation difficult and a fair resolution (available to all offerors) impractical given the timeframe for the RFP. Exceptions may result in a Proposal being rejected as nonresponsive and the Lead State is under no obligation to consider exceptions.
- 9.11. **PRICE AND RATE GUARANTEE PERIOD.** All prices and rates offered shall be guaranteed for the first two-years of the Master Agreement. Any request for price or rate adjustment following that initial two-years shall be limited to one request for increase annually thereafter, as detailed in *Section VI of the NASPO ValuePoint Master Agreement Terms and Conditions*. Any request for a price increase must include justification and will be approved or denied at the sole discretion of the Lead State.

9.12. VENDOR FINANCIAL INFORMATION

- 9.12.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.
- 9.12.2. This information should be submitted as a separate attachment, flagged as confidential in NevadaEPro.
- 9.12.3. Proposing vendor shall provide the following financial information and documentation:
 - A. Dun and Bradstreet Number
 - B. Federal Tax Identification Number
 - C. The last two (2) full years and current year interim:
 - 1. Profit and Loss Statements
 - 2. Balance Statements

9.13. BUSINESS REFERENCES

- 9.13.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.
- 9.13.2. Offerors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years, see *Reference Questionnaire*.

- 9.13.3. The purpose of these references is to document relevant experience and aid in the evaluation process.
- 9.13.4. Business references should return *Reference Questionnaire* directly to Single Point of Contact via email.
- 9.13.5. Business references will not be accepted directly from proposing vendor.
- 9.13.6. The Lead State will not disclose submitted references but will confirm if a reference has been received.
- 9.13.7. The Lead State reserves the right to contact references during evaluation.

10. SUBMISSION CHECKLIST

- 10.1. This section identifies documents that shall be submitted to be considered responsive. Offerors are encouraged to review all RFP requirements to ensure all requested information is included in their response.

- 10.1.1. Proposals must be submitted as a Quote through NevadaEPro, <https://NevadaEPro.com>.
- 10.1.2. Offerors are encouraged to submit a single file attachment per proposal section if possible.
- 10.1.3. Technical proposal information and Cost proposal information shall not be included in the same attachment.
- 10.1.4. Cost proposal attachment shall not be flagged as confidential in NevadaEPro.
- 10.1.5. Additional attachments may be included, if necessary, but are discouraged and should be kept to a minimum.
- 10.1.6. In lieu of Proprietary Information cross referenced to the Technical Proposal, the Lead State will also accept a full proposal as the Proprietary Information and a redacted version as the Technical Proposal.

10.2. TECHNICAL PROPOSAL

- A. Title Page
- B. Table of Contents
- C. Response to Mandatory Minimum Requirements
- D. Response to Critical Items
- E. Response to Scope of Work
- F. Proposed Staff Resumes
- G. Other Informational Material

- 10.3. PROPRIETARY INFORMATION. If necessary. Attachment should be flagged confidential in NevadaEPro.

- A. Title Page
- B. Table of Contents
- C. Trade Secret information, cross referenced to the technical proposal

10.4. COST PROPOSAL

- 10.5. VENDOR FINANCIAL INFORMATION. Attachment should be flagged confidential in NevadaEPro.

10.6. SIGNED ATTACHMENTS

- A. Vendor Information Response
- B. Vendor Certifications
- C. Confidentiality and Certification of Indemnification
- D. Certification Regarding Lobbying

- 10.7. OTHER ATTACHMENTS. If necessary, not recommended.

- 10.8. REFERENCE QUESTIONNAIRES. Not submitted directly by offeror.

99SWC-S1820 SCOPE OF WORK

1. OVERVIEW

- 1.1. Each Scope of Work category will be evaluated separately by the Evaluation Committee. Committee members will score each category independently. Awards will be made in the best interest of the Lead State and the NASPO ValuePoint cooperative purchasing program.
- 1.2. Multistate use of an award is subject to the approval of the NASPO ValuePoint Executive Council. Awards not approved by NASPO ValuePoint may, at the option of the Lead State, result in a contract for use by the Lead State only.
- 1.3. Vendors may submit a proposal for any or all categories listed but may not submit for less than an entire category. Vendors must clearly identify in their proposal the category or categories, the section number(s), and geographic location for which they are proposing.

1.4. UNIVERSAL REQUIREMENTS

- 1.4.1. Vendor shall ensure facilities are in compliance with all existing Participating Entities' rules and regulations.
- 1.4.2. Vendor shall comply with current National Fire Protection Association (NFPA) Standards, Participating Entities Contractor's Board Licensing, and Participating Entities State and Local Fire regulations at the time supplies or systems are delivered pursuant to an order under the Master Agreement.
- 1.4.3. Vendor shall ensure services are conducted by a State Certified/Licensed Technician.
- 1.4.4. Vendor services are conducted in accordance with any certification requirements within Participating Entities.
- 1.4.5. All equipment shall be compatible to best industrial standards and must function as designed after installation.
- 1.4.6. Vendor shall not apply surcharges for transportation, fuel, energy, insurance, or any other reason.
- 1.4.7. Vendor shall ensure permits must be current and remain current.
- 1.4.8. When providing services, vendor must discuss findings with the Purchasing Entity point of contact prior to leaving site and submit a report to the Purchasing Entity including the findings no later than 24 hours after inspection.
- 1.4.9. Inspections performed shall include the cost of the initial inspection, any required maintenance, and any needed follow-up inspections (at no additional cost for the follow up inspection).
- 1.4.10. Vendor must be an authorized reseller of any manufacturer brand offered. Certification must be made available to the Lead State and Participating Entities upon request
- 1.4.11. Vendor must not allow any part of the resulting contract from this solicitation be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States.
- 1.4.12. Vendor may offer additional services as related to awarded categories.

1.5. CONTRACT USAGE

- 1.5.1. All services performed under these contracts should have an executed service agreement, purchase order, or similar between Purchasing Entity and vendor prior to performance of work.
- 1.5.2. Use of a contract does not require further competition. However, a Purchasing Entity may, and are encouraged to, conduct informal competition by request a project specific technical and cost proposal from multiple qualified contractors prior executing a service agreement for a project or on-going support.
- 1.5.3. In developing an informal request, service agreement, or other project document, a Purchasing Entity can request firm-fixed-fee deliverable based pricing for a project. In providing a quote or estimate vendor must document how project pricing is determined based on the Master Agreement pricing. Once a service agreement, purchase order, or similar has been executed between Purchasing Entity and vendor the fixed project pricing applies.
- 1.5.4. When requesting project specific proposals, a Purchasing Entity is not required to select the lowest priced proposal, but can select a proposal in the best interest of the Purchasing Entity.
- 1.5.5. There is no guarantee of contract usage or distribution across awarded contracts.
- 1.5.6. Contracts are not exclusive. Purchasing Entities reserve the right to solicit separately for an individual project that otherwise would be covered under these contracts using any legally authorized procurement method.
- 1.5.7. Vendor may enter an agreement with a Purchasing Entity under resultant contract, so long as the effective date of such agreement is prior to the expiration of the contract.
- 1.5.8. If vendors will require agencies to sign a subordinate agreement, such agreement terms must be approved by each Purchasing Entity prior to signing.
- 1.5.9. Contractors shall provide separate quotes within 48 hours of request (unless otherwise approved by Purchasing Entity) for each new or replacement installation as required by a Purchasing Entity. Quotes should offer price differences for lease and purchase options as requested by the Purchasing Entity.
- 1.5.10. Contractors shall provide separate quotes within 48 hours of request (unless otherwise approved by Purchasing Entity) for maintenance of new and existing systems as required by each Purchasing Entity. Quotes should offer price differences for lease and purchase options as requested by the Purchasing Entity.

99SWC-S1820 SCOPE OF WORK

- 1.5.11. Purchasing Entity may have proprietary equipment. Vendor is responsible for working with or notifying a Purchasing Entity regarding maintenance and repair of proprietary equipment.
- 1.5.12. Vendor shall designate a single point of contact to be liaison for Participating Entity information technology staff to handle day-to-day operations.

1.6. CATEGORIES

- A. **Category 1:** Backflow Prevention System
- B. **Category 2:** Sandpiper Inspections – Fire Hose
- C. **Category 3:** Automatic Fire Pumps
- D. **Category 4:** Fire Sprinkler Systems
- E. **Category 5:** Fire Detection – Fire Alarm Systems
- F. **Category 6:** Emergency Lighting
- G. **Category 7:** Special Hazard Fire Suppression Systems
- H. **Category 8:** Portable Fire Extinguisher Inspection – Service and Testing
- I. **Category 9:** New Portable Fire Extinguishers
- J. **Category 10:** Kitchen Fire Suppression Commercial Hood System
- K. **Category 11:** Commercial Hood System Cleaning
- L. **Category 12:** Access Control Systems
- M. **Category 13:** Burglar Alarm Systems
- N. **Category 14:** Surveillance Services and Equipment
- O. **Category 15:** High Security Controls Systems
- P. **Category 16:** Inspections & Monitoring
 - 1. Fire Extinguishing Systems
 - 2. Fire Sprinkler Systems
 - 3. Alarm Monitoring
 - 4. Fire Alarm/Protective Signaling Systems

2. CATEGORY DESCRIPTIONS AND DETAILS

2.1. BACKFLOW PREVENTION SYSTEM

- 2.1.1. Backflow prevention systems prevent contamination of the potable water distribution through infiltration of stagnant water or substances from industrial or fire protection piping. Regularly scheduled maintenance and service of backflow prevention devices helps prevent potential health issues due to water supply contamination. Certified inspection and testing services must include a written report of inspection findings, including any specific recommendations for corrective action where needed.
- 2.1.2. Inspections
 - A. Each backflow prevention device to determine whether it is in service and in satisfactory condition.
 - B. Site and identify any conditions that could potentially compromise the performance of mechanical and/or electronic components of the backflow preventers
 - C. Backflow preventer control valves for proper position, general condition, and accessibility
 - D. The general condition of backflow preventers, piping, hangers, drains, test ports and related equipment
- 2.1.3. Additional Requirements
 - A. Conduct required annual performance differential test
 - B. Tag devices as required and perform all required record-keeping/reporting
 - C. Provide a brief written report of the inspection to Purchasing Entity, detailing any deficiencies
 - D. Be sure Purchasing Entity is updated with proper operation of the equipment, as needed

2.2. STANDPIPE INSPECTIONS – FIRE HOSE

- 2.2.1. For ordering entities with existing standpipes and fire hose systems in-service, and in accordance with applicable codes, fire hose is to be taken from its rack, unrolled, and physically inspected at least once a year. Hose must be replaced on the rack so that folds do not occur at their former positions. Inspection and re-racking procedure are to identify any problems, maintain the functional condition of the hose and provide a measure of safety at the time of a fire until firefighters can arrive.

99SWC-S1820 SCOPE OF WORK

- 2.2.2. Remove the hose from its rack, and check:
 - A. Last hydro-test date is within code requirements
 - B. Condition of couplings
 - C. Condition of the threads
 - D. Condition of gasket in the coupling, replace if necessary
 - E. Valve for damage, rot, or mildew
 - F. Hose for damage, rot, or mildew
 - G. Nozzle for damaged threads and damaged or blocked tip
 - H. Verify standpipe hose threads match type used by local Fire Department. If threads do not match, an adapter should be supplied
- 2.2.3. Reattach coupling to valve
- 2.2.4. Reposition the hose on the rack so that folds do not occur in previous positions
- 2.2.5. Replace nozzle and attach it to the nozzle clip on the rack
- 2.2.6. Tag the unit properly
- 2.2.7. Check the cabinet for easy access and, where applicable, check that the glass is intact
- 2.2.8. Observe the hazard area to confirm that there is sufficient hose to reach in any direction
- 2.2.9. Check that the standpipe is visible and unobstructed. If it is obstructed, notify the Purchasing Entity representative, and have the area cleared
- 2.2.10. Provide a brief written report of the inspection to Purchasing Entity, detailing any deficiencies
- 2.2.11. Be sure Purchasing Entity is updated with proper operation of the equipment, as needed
- 2.3. AUTOMATIC FIRE PUMPS
 - 2.3.1. Automatic fire pumps boost water pressure for high hazard areas and where water demand exceeds available pressure. In the event of pump failure, a sprinkler system will not perform at the required levels established for adequate protection of a facility and its occupants. To ensure proper operation of automatic pumps, a scheduled comprehensive inspection and test is required in accordance with local, state, and federal codes. Certified pump tests must include a written analysis addressing the current performance of inspected pump equipment. A report of the inspection findings must also include recommendations for corrective action where needed.
 - 2.3.2. Inspect
 - A. Automatic fire pumps to determine if they are in service and in satisfactory condition in accordance with NFPA standards
 - B. Site conditions and identify any issues that could compromise the performance of mechanical and/or electronic components of the pumps
 - C. Inspect automatic fire pump control valves for proper position, general condition, accessibility, and appropriate signage
 - D. Inspect automatic fire pump test header for satisfactory condition
 - E. Inspect automatic fire pump alarm components for satisfactory condition
 - 2.3.3. Additional Requirements
 - A. Check general condition of automatic fire pump piping, hangers, drain valves, check valves, gauges, and related equipment
 - B. Conduct required annual performance flow test
 - C. Tag devices as required and perform required record-keeping
 - D. Provide a brief written report of the inspection to Purchasing Entity, detailing any deficiencies
 - E. Be sure Purchasing Entity is updated with proper operation of the equipment, as needed
- 2.4. FIRE SPRINKLER SYSTEMS
 - 2.4.1. Inspections shall be carried out in accordance with local, state, and federal codes. Each inspection shall include a report of the inspection results, and include recommendations for any corrective actions, where needed.
 - 2.4.2. Inspections
 - A. System to determine whether it is in service, and all components are in satisfactory condition in accordance with NFPA standards

99SWC-S1820 SCOPE OF WORK

- B. Test fire sprinkler system alarm components
- C. Sprinkler heads for adequate clearance and condition to verify proper distribution and activation
- D. Sprinkler control valves for proper position, general condition, accessibility, and appropriate signage

2.4.3. As Needed

- A. Clean pilot lines and solenoid strainers thoroughly
- B. Disassemble the solenoid release and inspect and clean interior

2.4.4. Additional Requirements

- A. Discuss Agencies' general storage and stock arrangements for combustibles in relation to fire sprinkler system protection
- B. Tag devices as required and perform required record-keeping
- C. Identify site conditions that could compromise mechanical and/or electronic components of system
- D. Provide a brief written report of the inspection to Purchasing Entity, detailing any deficiencies
- E. Be sure Purchasing Entity is updated with proper operation of the equipment, as needed

2.4.5. Inspection and draining of low points will be ordered at intervals specified by the Purchasing Entity but will comply with NFPA requirements. Provide a written report of the inspection to Purchasing Entity. Services for inspection and draining of all low-point drains on a seasonal, as-needed basis are to avoid pipe breakage and accidental tripping of systems due to freezing.

2.5. FIRE DETECTION – FIRE ALARM SYSTEM

2.5.1. The reliability of fire detection and fire alarm systems is crucial to providing safety to building occupants and protection of property. All inspection services will be performed in accordance with appropriate local, state, and federal codes. Each inspection service must test that those systems operate as designed, which minimizes the incidence of false alarms that interrupt business operations. All inspections must be conducted by certified fire detection and alarm inspection technicians. When specified, inspection services will include inspecting fire suppression system. A report of inspection findings will be prepared.

2.5.2. Category is for installed devices and equipment including, but not limited to, all smoke detectors, heat detectors, carbon monoxide detectors, flame detectors, water flow switches, pull stations, remote annunciators, horns, strobes, fuses, lamps, LEDs, control panels, control equipment, batteries, and wiring or cabling.

2.5.3. Inquire

- A. Regarding any changes or modifications of the fire detection and alarm system
- B. Regarding changes in the general occupancy environment, operations and conditions relating to the fire detection and alarm system in accordance with NFPA recommended procedures
- C. Regarding the Agencies general storage and stock arrangements for combustibles in relation to fire alarm and suppression systems

2.5.4. Inspections

- A. Each system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards
- B. Site conditions and identify any issues that could compromise the performance of mechanical and/or electronic components of the system
- C. The general condition of the fire alarm panel and related equipment
- D. Test smoke and heat detectors in accordance with manufacturer specifications
- E. Fire alarm control panels and remote fire alarm panels
- F. All annunciators and zones physically and visually, and test by tripping a detector
- G. Add meter batteries
- H. Exercise flow switches, tamper switches and low-pressure alarms
- I. Output relays and test their activation
- J. Verify, if applicable, that all signals are received by designated alarm service provider
- K. All smoke detectors for cleanliness. Clean all detectors that require cleaning in accordance with manufacturer guidelines, as applicable
- L. Operability of non-restorable heat detector circuits by simulating electrical operation at the wiring connection
- M. Test functionality of all accessible heat-actuating devices, both electrically and pneumatically in accordance with manufacturer specification. When explosive conditions are present, hot water shall be used to heat-test accessible

99SWC-S1820 SCOPE OF WORK

heat actuating devices

N. And exercise all supervised control valves and switches

2.5.5. Additional Requirements

- A. During testing of the fire detection system, activate outputs for the purpose of equipment shutdown, start-up, and HVAC/smoke control
- B. Tag devices as required and perform required record-updates
- C. Provide a brief written report of the inspection to Purchasing Entity, detailing any deficiencies
- D. Be sure Purchasing Entity is updated with proper operation of the equipment, as needed

2.6. EMERGENCY LIGHTING

2.6.1. In the event of power loss or fire, building occupants depend on emergency lighting and exit signs that guide evacuees to safety. Improperly maintained emergency lighting systems are unacceptable. Vendor is required to perform complete inspections of these systems in accordance with applicable codes. Vendor providing maintenance services for these systems are required to maintain an adequate inventory of replacement parts applicable to servicing a full range of system brands.

2.6.2. Inspections

- A. Each system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards
- B. Site conditions and identify any issues that could compromise the performance of mechanical and/or electronic components of the emergency lighting system
- C. Test each unit to ensure that lighting systems will illuminate a minimum of 90 minutes (OSHA, NFPA and NEC minimum standards)
- D. Adjust the PC board float voltage, where applicable to ensure extended life of batteries and other key components
- E. All bulbs and lamp heads to ensure they are operational and meet code-specified lighting requirements.
- F. All exit signs for proper function
- G. Clean all battery terminals and leads
- H. Emergency lights and exit signs for appropriate placement

2.6.3. Additional Requirements

- A. Check energy efficiencies of all units, bulbs, and lamps
- B. Tag devices as required and perform required record-keeping
- C. Provide a brief written report of the inspection to Purchasing Entity, detailing any deficiencies
- D. Be sure Purchasing Entity is updated with proper operation of equipment, as needed

2.7. SPECIAL HAZARD FIRE SUPPRESSION SYSTEMS

2.7.1. Used where chemicals, flammables, equipment or processes require specialized fire suppression strategies. Such systems protect aircraft, computer rooms, fuel pump islands, clean rooms, rare documents, telecommunications centers, power plants, tire storage facilities and many other high-values and/or high-hazard assets. The suppression agents vary with the application, and may include CO₂, FM200, Inergen, Novec1230, FE25/ECARO 25, foam, dry chemical, or other special chemical formulations. A written report of findings from inspection must include recommendations for corrective action where needed.

2.7.2. Inspections

- A. System to determine whether it is in service and in satisfactory condition, in accordance with NFPA standards
- B. Site conditions, and identify any issues that could compromise the performance of mechanical and/or electronic components of the system
- C. Discharge devices for adequate condition and clearance to allow for proper distribution and activation
- D. Each release control device for proper position, general condition, accessibility, and appropriate signage
- E. Each special hazard system, and conduct required tests, weather permitting. (In case of inclement weather, technician will need to reschedule for earliest possible date)
- F. Fire Department connection couplings, caps, threads, clappers, check valves and drains
- G. General condition of visible and accessible piping, hoses, hangers, drain valves, gauges, and related equipment
- H. Cylinders, straps, and outlet fittings connected to the discharge manifold for tightness and bracing
- I. Agent storage devices for the proper quantity of extinguishing agent, check storage pressure, and record the last hydro-test date for agent cylinders and hoses

99SWC-S1820 SCOPE OF WORK

2.7.3. Additional Requirements

- A. Changes in building status that may affect the performance or reliability of the special hazard system, including obstructions
- B. Changes or modifications made to the special hazard fire suppression system
- C. General storage and stock arrangements for combustibles in relation to special hazard fire suppression
- D. Tag devices as required and perform all required record-keeping
- E. Provide a brief written report of the inspection to Purchasing Entity
- F. Be sure Purchasing Entity is updated with proper operation of the equipment, as needed

2.8. PORTABLE FIRE EXTINGUISHER INSPECTION, SERVICE, and TESTING

2.8.1. Portable extinguishers must be tested to be certain that they are charged and in proper working order, and suitably located according to their potential hazard environment. All fire extinguisher inspections, service, selection and placement, will be conducted annually in compliance with all applicable codes, and each extinguisher use class must be clearly identified, properly positioned and appropriate to location. Following inspection, a written report of findings shall be provided noting inspection date, time, and service technician. The report will also identify equipment type/class or placement discrepancies and offer recommendations, if applicable.

2.8.2. Inspections

- A. Each unit to be sure it is properly hung with the proper manufacturer hanger
- B. Gauge pressure
- C. Condition of gauge and its compatibility with extinguisher
- D. Weight of extinguisher
- E. Last hydro-test test date is within code requirements
- F. Last 6-year maintenance inspection, if applicable
- G. Valve and shell for damage or corrosion
- H. Hose and inspect it for cracks or splits (remove hose to inspect closely)
- I. Hose threads for signs of wear
- J. Condition of discharge horn
- K. For obstructions that may interfere with access to the extinguisher.
- L. Additionally, by breaking extinguisher seal and remove locking pin
- M. Upper and lower handles

2.8.3. Additional Requirements

- A. Replace locking pin and reseal extinguisher
- B. Inspect valve opening for powder or any foreign matter
- C. For dry extinguishers, fluff the powder by turning the unit
- D. Clean extinguisher shell with spray cleaner
- E. Return hose to its proper position
- F. Check condition of hose/horn retention band at the side of the extinguisher
- G. Verify that each unit classification is properly identified with the appropriate decal
- H. Check that all operating instructions are clean and legible
- I. Properly tag each extinguisher
- J. Survey the area around the unit to verify that the unit classification corresponds properly with all potential hazards
- K. Verify unit is properly located within normal travel pathways and positioned at a conspicuous and accessible height
- L. Ensure unit is visible and unobstructed
- M. Replace extinguisher on its hanger
- N. Provide a brief written report of the inspection to Purchasing Entity, detailing any deficiencies

2.9. NEW PORTABLE FIRE EXTINGUISHER SALES

2.9.1. Minimum requirements of all new fire extinguishers:

- A. All fire extinguishers, including all component hardware, charge, and propellant, shall be new
- B. Must have a minimum six-year factory warranty, which shall begin upon Purchasing Entity's Acceptance of the Product
- C. Must meet all organizational (UL, DOT, NFPA, OSHA, FEMA, etc.) standards
- D. Must be corrosion resistant and be painted red, except water spray-type (class A), which shall be stainless steel
- E. Valve assemblies must be metal

99SWC-S1820 SCOPE OF WORK

- F. Purchasing Entity must be made aware when the next inspection will require the current extinguisher to be replaced, and at what cost

2.9.2. Additional Requirements

- A. Extinguishers must be delivered with a current inspection tag
- B. Packaging and shipping must conform to applicable federal and state regulations
- C. Deliveries must have HM-126C MSDS sheets for proper extinguishing agents
- D. A 24-hour toll free 800 number must appear on all copies of the invoice/packing slip. 8. All invoiced shipments must be delivered in accordance with all state and federal regulations
- E. Vendor is required to replace defective, incorrect contents, incorrectly sized or incorrectly placed fire extinguishers at no charge, and within 12 hours of notification

2.10. KITCHEN FIRE SUPPRESSION – COMMERCIAL HOOD SYSTEM

2.10.1. Most commercial kitchens use high-temperature appliances, cooking oils, and solid fuels. Kitchen fire suppression systems must be in peak working condition to ensure the safety of employees and patrons alike. In government and educational food service environs, safety considerations are especially important

2.10.2. Inspections must be performed in accordance with applicable standards, current codes and requirements for this equipment, including use of dry chemical extinguishing agents. All inspections must be scheduled and conducted with the goal of minimizing downtime

2.10.3. User personnel must be familiarized with the proper use and care of kitchen fire suppression systems to reduce the possibility of expensive, unnecessary discharges, resulting in safer, more productive working environments for staff. A detailed, written report of all inspection findings is required, including recommendations for any corrective actions where needed

2.10.4. Inspections

- A. System to determine whether it is in service, and all components are in satisfactory condition in accordance with NFPA standards
- B. Site conditions and identify any issues that could compromise the performance of mechanical and/or electronic components of system
- C. And test remote pulls for condition and operability
- D. Automatic trips perform a trip test of system
- E. Test manual release of system

2.10.5. Additional Requirements

- A. Verify mechanical operation of system
- B. Check gas shutoff function, if applicable, or electrical shutoff function, if applicable
- C. Replace fusible links where required
- D. Inspect system components for cleanliness
- E. Restore system to normal operation
- F. Reset system
- G. Install new tamper seals
- H. Inspect suppression agent cylinder
- I. Verify cylinder/cartridge pressure, agent weight and condition
- J. Check that last hydro-test date is within code requirements
- K. Inspect and verify piping/bracing to manufacturer specifications
- L. Inspect all nozzles and verify that they are properly aimed, free of any damage or blockages, and have proper blow-off caps intact
- M. Verify that system Owner's Manual is available on-site
- N. Verify that a proper portable fire extinguisher is available in an easily seen, accessible location, and a suitable type to the environment
- O. Ask Purchasing Entity about general occupancy relating to the kitchen fire suppression system in accordance with all applicable NFPA recommended procedures
- P. Inspect for any changes in the hazard area that may affect performance and reliability of fire suppression system
- Q. Tag devices as required and perform required record-keeping
- R. Compile a report of the inspection
- S. Familiarize the Purchasing Entity with proper operation of system equipment

2.11. COMMERCIAL HOOD SYSTEMS CLEANING

99SWC-S1820 SCOPE OF WORK

2.11.1. The State desires that vendors incorporate, to the fullest extent possible, environmentally responsible business practices. To that end, the State expects all prospective contractors to demonstrate commitment to and experience in environmental sustainability and public health protection practices applicable to their line of services. In accordance with State EPP Policy, the cleaning products used for Commercial Hood Systems Cleaning should be in accord with the standards and recommendations of the United States Environmental Protection Agency EPP program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council. Hood cleaning products registered under NSF International are also acceptable.

2.11.2. Vendor to Provide

- A. High pressure spray unit(s) for cleaning commercial hoods
- B. Purchasing Entity representative with a cleaning schedule
- C. When cleaning multiple units, schedule off-peak hours for cleaning
- D. Prearrange with Purchasing Entity representative for kitchen key(s) and roof accessibility, as applicable
- E. Ladder(s) for buildings without roof access and all other ladder requirements
- F. Lighting accessories
- G. Tools and equipment necessary to perform hood cleaning & clean-up
- H. Grease bearings on blower shaft, (if noted on job order)
- I. Return all issued keys to agencies representative upon completion of job (if applicable)

2.11.3. Hood System Cleaning Scope of Work

A. Kitchen Setup

- 1. Turn off appliances and pilot lights
- 2. Remove or place boards over deep fat fryers
- 3. Place boards over range, cookers, etc.
- 4. Place polyurethane over all appliances and clip to troughs
- 5. Clip and drape polyurethane from the hood canopy, directing water to suitable drain or collection container

B. Remove grease filters

C. Clean filters, as noted on job order

D. Set-Up for Roof Fan Cleaning

2.12. ACCESS CONTROL SYSTEMS

2.12.1. Access Control System (TACACS) is a centralized access control system that requires users to send an ID and static (reusable) password for authentication. TACACS uses UDP port 49 (and may also use TCP). Reusable passwords are a vulnerability: the improved TACACS+ provides better password protection by allowing multifactor authentication.

2.12.2. The Access Control Systems category includes, but is not limited to the following services:

- A. All aspects of access control system services
- B. Installation of new systems
- C. Replacement or upgrade of systems
- D. Removal of existing systems
- E. Integration of various types of systems
- F. Provide and install all related equipment and any items necessary for operation and installation of equipment such as wires and fasteners that are needed to complete work

2.12.3. Maintenance and repair (including emergency repairs) of systems

- A. Respond on site to trouble calls within four (4) hours, including weekends and holidays
- B. Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched
- C. Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement
- D. Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location

99SWC-S1820 SCOPE OF WORK

- 2.12.4. Provide programming and work individually with each Participating Entity information technology staff when installing new or maintaining previously installed systems.
- 2.13. BURGLAR ALARM SYSTEMS
 - 2.13.1. The Burglar Alarm Systems category includes, but is not limited to the following services:
 - 2.13.2. All aspects of burglar alarm system services
 - 2.13.3. System Monitoring:
 - A. Provide a 24-hour (UL) station
 - B. Provide backup communication, i.e., radio or cell phone
 - 2.13.4. Installation of new systems
 - 2.13.5. Replacement or upgrade of systems
 - 2.13.6. Removal of existing systems
 - 2.13.7. Maintenance and repair (including emergency repairs) of systems
 - A. Respond on site to trouble calls within four (4) hours, including weekends and holidays
 - B. Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched
 - C. Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement
 - D. Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location
 - 2.13.8. Integration to existing systems as requested
 - 2.13.9. Provide and install all related equipment and items that are needed to complete work
 - 2.13.10. The authorized Purchasing Entity representative and/or designee will identify the procedures by which work requests will be assigned
 - 2.13.11. Existing systems must be matched in any new additions or new construction. During renovations, the system in the renovated area being replaced must match the system that is currently in operation and must become an integral part thereof. Vendors must ensure complete connectivity and integration to each existing system in those instances where an addition or upgrade is warranted
 - 2.13.12. Designate a single point of contact who can address the programming needs of alarm systems in use throughout Purchasing Entity facilitates with a certified tech
 - 2.13.13. Vendors must possess the ability to provide for individual access codes
- 2.14. SURVEILLANCE SERVICES AND EQUIPMENT
 - 2.14.1. This category includes, but is not limited to the following services:
 - 2.14.2. All aspects of cloud-based and video surveillance systems, services, and equipment
 - 2.14.3. Installation of new systems
 - 2.14.4. Replacement or upgrade of systems
 - 2.14.5. Removal of existing systems
 - 2.14.6. Maintenance and repair (including emergency repairs) of systems
 - A. Respond on site to trouble calls within four (4) hours, including weekends and holidays
 - B. Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched
 - C. Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement
 - D. Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location
 - 2.14.7. Integration to existing systems as requested
 - 2.14.8. Provide and install all related equipment such as wires and fasteners that may be needed to complete work.
 - 2.14.9. Provide the option to use video cards for video surveillance
 - 2.14.10. Vendors must offer video cards with various capacity sizes to meet all potential needs. Capacity and specifications as determined by the Participating Entity.
 - 2.14.11. Provide the option for agencies to build their own stand-alone computer to run the system, or request that the vendor build it for them

99SWC-S1820 SCOPE OF WORK

2.14.12. Offer a wide variety of indoor and outdoor cameras and wireless transmitters to work in conjunction with video cards

2.15. HIGH SECURITY CONTROL SYSTEMS

2.15.1. The High Security Control Systems category includes, but is not limited to the following services:

2.15.2. Replacement or upgrade of systems

2.15.3. Testing, training

2.15.4. The DCS category custom-integrates HMI /SCADA operator interfaces with programmable logic controllers (PLCs), and various communication subsystems to create a single integrated security system. Custom tailor, program, and configure to remotely move and secure confined individuals in a specific detention, correctional, courts holding, mental health, or similar secure facility; generally, from a 24-hour central control room supported by distributed satellite stations. Representative subsystems may include, but is not limited to:

- A. Operator interfaces employing PC-based human-machine-interface (HMI) and supervisory control and data acquisition components (SCADA) software. Configure as client/server or peer systems. Representative pointing devices include mouse, touchscreen, or both
- B. Master-to-master staff intercommunications, typically on a full-duplex, dialup basis
- C. Door monitoring and control systems. Field device interfaces (relays, fuses, and terminals) to detention locking systems and door control programming
- D. Utility monitoring and control systems. Data interfaces or field device interfaces to lighting control panels and relays, power control relays and breakers, flushing control systems, water control valves, telephone cutoff relays, fan control relays, generator monitoring interfaces, transfer switch monitors and transfer relays, and similar utility monitoring and control systems
- E. Perimeter alarm systems. Data interfaces or field device interfaces to perimeter security and intrusion detection systems
- F. Duress alarm systems. Data interfaces or field device interfaces to fixed or mobile duress alarm systems, including body-worn transmitters, duress pushbuttons, and subsystems that provide locating technology

2.15.5. Maintenance and repair, including emergency repairs of system.

- A. Respond on site to trouble calls within four (4) hours, including weekends and holidays
- B. Adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched
- C. Vendor to be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement

2.16. INSPECTIONS & MONITORING

2.16.1. Vendor must:

- A. Guarantee system performance 99% uptime
- B. Perform inspections as required by the Purchasing Entity

2.16.2. Fire Extinguishing Systems. The Fire Extinguishing System category includes inspections of new extinguishing systems, including:

- A. Pre-engineered systems; and
- B. Engineered systems

2.16.3. Fire Sprinkler Systems. Awarded vendors will be required to perform the following annual services:

- A. Inspect installed equipment, including alarm devices, sprinkler heads, pipes, insulation, line pressure, unusual wear/corrosion, hose connections, hose racks, fire department connections, and other equipment in accordance with all rules and regulations within the Participating Entities
- B. Provide condition analysis report for all equipment inspected, highlighting any potential repairs needed, including any known rules and/or regulation infractions, noting specific location/equipment and specific rule and/or regulation violated prior to any repairs
- C. Ensure that systems are constantly operational

2.16.4. Fire Alarm/Protective Signaling Systems. Awarded vendors will be required to perform the following semiannual/annual inspection services:

99SWC-S1820 SCOPE OF WORK

- A. Inspect installed equipment, including complete testing of all fire alarm initiating devices, supervisory devices, and notification appliances
- B. Inspect fuses, lamps, LEDs, control equipment including all wiring, connections, and insulation; and
- C. Provide the Participating Entities with a test report within 24 hours of completion, unless otherwise agreed upon in writing by both parties
- D. Some facilities may not accommodate one complete inspection per year of all fire alarm systems at one time. In this case, vendors will be required to service a portion of the alarm system each quarter until all systems have been inspected throughout the course the year

2.16.5. Alarm Monitoring

- A. Provide a 24-hour, 7 day per week UL listed station for monitoring alarm systems, including providing backup communication using a radio or cellular service.

3. GENERAL REQUIREMENTS

3.1. BACKGROUND CHECKS

- 3.1.1. All background checks as required by Participating and Purchasing Entities must be completed prior to any work being done.
- 3.1.2. All vendors and vendor employees providing on-site services under this contract must be required to submit to and pass background checks. Upon request from Purchasing Entities, vendors must provide copies of background checks or submit to additional security requirements.
- 3.1.3. All costs associated with background checks will be at vendor expense.
- 3.1.4. Vendor is responsible for ensuring the following.

- A. Vendor must not begin work until clearance has been issued by Purchasing Entity.
- B. Notification and access to facilities must be pre-authorized by Purchasing Entities.

3.2. PUBLIC WORKS PROJECTS

- 3.2.1. Any projects that are federally funded may be subject to the requirements of *Davis-Bacon Act and/or the Davis-Bacon Wage Decision*.
- 3.2.2. Labor prices for affected projects may be negotiated between the Purchasing Entity and the contractor, provided the contractor provides adequate documentation for any negotiated increase.
 - A. Documentation may include payroll records, copies of wage decisions, and/or other information that establishes a clear difference between contractor standard wage and the prevailing Davis-Bacon wage for any affected employee for that project.
 - B. Under no circumstances will that price be increased by an amount higher than the difference between the normal hourly rate and the hourly rate required by the applicable Davis-Bacon Wage Decision.
- 3.2.3. Vendors must include in job quotes the standard business hours and prevailing wage rate for the job location. Quotes should include shift differential, if any, for working nights and weekends.
- 3.2.4. Jobsites must be cleaned every day.
- 3.2.5. Awarded vendor(s) must complete any punch lists within five (5) days of receipt. Exceptions to this standard may be addressed on an individual project basis.
- 3.2.6. Asbestos
 - A. Asbestos may be present in facilities and may be encountered in previously inspected buildings.
 - B. Upon discovering asbestos or a suspected asbestos-containing material (ACM), all work shall immediately stop in the affected area and contractor will immediately contact the project manager and/or building owner;
 - C. The project manager and/or building owner shall assume responsibility for taking material samples for testing; and
 - D. The project manager/building owner will convey all pertinent information regarding asbestos test results to the vendor and, if necessary, conduct any required remediation prior to resuming work in the affected area.
 - E. All remediation work must be performed by a contractor specifically licensed and/or certified to perform asbestos remediation.
 - F. Vendors may be held liable for violations of any applicable federal, state and/or local environmental laws or regulations, whether committed through action or inaction.

99SWC-S1820 SCOPE OF WORK

3.3. GENERAL

- 3.3.1. Vendor must guarantee workmanship at vendor expense for a period of twelve (12) months from date of installation.
- 3.3.2. Work shall be performed in accordance with manufacturers' recommendations and with all current local codes, regulations, and installation guidelines.
- 3.3.3. Vendor may be required to do some work after normal business hours (8am-5pm, unless otherwise specified by the Purchasing Entity); however, it is anticipated that most work will be completed during normal business hours.
- 3.3.4. Vendor staff is responsible for performing a standard site walk-through and providing competent personnel to perform the specific scope(s) required. Due to the nature of these scopes of work and the liability involved, each Purchasing Entity will have the final determination of competency in all matters regarding personnel provided by vendor.
- 3.3.5. Once vendor has possession of equipment to be installed, responsibility for all equipment, including storage during installation work, shall be at vendor expense when storage space is unavailable at a jobsite.

3.4. PENALTY FOR IMPROPER PRICING

- 3.4.1. Vendor is responsible for ensuring all prices proposed for all projects are accurate and consistent with the terms of the contract.
- 3.4.2. For all projects completed under this contract: if vendor submits an invoice containing incorrect pricing in favor of vendor, that vendor shall submit a new, corrected invoice with a 25% reduction in cost for each incorrectly priced item.
- 3.4.3. If vendor continues to provide incorrect invoicing each Purchasing Entity has the option to cancel their contract in its entirety without penalty.
- 3.4.4. Vendors are not allowed to charge fees above or in addition to pricing set forth in the MA after award has been made. Failure to comply may be grounds for cancellation of the contract.

3.5. STANDARD OF PERFORMANCE AND ACCEPTANCE

- 3.5.1. The Standard of Performance applies to all product(s) purchased under this Master Agreement, including any additional, replacement, or substitute product(s), as well as any product(s) which are modified by or with the written approval of the vendor and acceptance by the Purchasing Entity.
- 3.5.2. The Acceptance Testing period shall be seven (7) calendar days, or any other time period identified in the solicitation or the Participating Addendum, beginning with the day after the product is installed and/or certification is received that the product is ready for Acceptance Testing.
- 3.5.3. If the product does not meet the Standard of Performance during the initial period of Acceptance Testing, the Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met.
- 3.5.4. Upon rejection, the vendor will have three (3) calendar days to cure any Standard of Performance issue(s).
- 3.5.5. If, after the cure period, the product still has not met the Standard of Performance, the Purchasing Entity may, at its option:

- A. Declare the vendor to be in breach and terminate the order
- B. Demand a replacement product from the vendor at no additional cost to Participating Entity or
- C. Continue the cure period for an additional time period agreed upon by the Participating Entity and the vendor.

- 3.5.6. Vendor shall pay all costs related to the preparation and shipping of returned products.
- 3.5.7. No product shall be accepted, and no charges shall be paid until the Standard of Performance is met.
- 3.5.8. The warranty period will begin upon the Purchasing Entity acceptance.

3.6. TRAVEL. All travel will be negotiated within each Participating Addendum. Travel may be subject to limits of Participating Entity rules.

3.7. AUTHORIZATION TO WORK. Vendor is responsible for ensuring that all employees and/or subcontractors are authorized to work in the United States.

3.8. SYSTEM COMPLIANCE WARRANTY. Licensor represents and warrants: (a) that each Product shall be Date Compliant; will operate consistently, predictably and accurately, without interruption or manual intervention, and in accordance with all requirements of this Agreement, including without limitation the Applicable Specifications and the Documentation, during each such time period, and the transitions between them, in relation to dates it encounters or processes; (b) that all date recognition and processing by each Product will include the Four Digit Year Format and will correctly recognize and process the date of February 29, and any related data, during Leap Years; and (c) that all date sorting by each Product that includes a "year category" shall be done based on the Four Digit Year Format.

4. TERMS AND CONDITIONS FOR GOODS

- 4.1. **EXPRESS WARRANTIES.** For the period specified on the face of the contract, contractor warrants and represents each of the following with respect to any goods provided under the contract, except as otherwise provided on incorporated attachments:
- 4.1.1. Fitness for Particular Purpose; The goods shall be fit and be sufficient for the particular purpose set forth in the solicitation documents.
 - 4.1.2. Fitness for Ordinary Use; The goods shall be fit for the purpose for which goods of a like nature are ordinarily intended, it being understood that the purpose for the goods covered by the contract are ordinarily intended is general government administration and operations.
 - 4.1.3. Merchantable; Good Quality, No Defects; The goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship.
 - 4.1.4. Conformity: The goods shall conform to the standards, specifications and descriptions set forth in the incorporated attachments. If contractor has supplied a sample to the State, the goods delivered shall conform in all respects to the sample and if the sample should remain in State possession it shall be identified by the word "sample" and the signature of contractor sales representative.
 - 4.1.5. Uniformity: The goods shall be without variation, and shall be of uniform kind, quality, and quantity within each unit and among all units.
 - 4.1.6. Packaging and Labels; The goods shall be contained, packaged, and labeled so as to satisfy all legal and commercial requirements applicable to use by a government agency, including without limitation, OSHA material safety data sheets and shall conform to all statements made on the label.
 - 4.1.7. Full Warranty: The foregoing warranties are "full" warranties within the meaning of the Magnuson-Moss Warranty - Federal Trade Commission Improvement Act, 15 U.S.C. § 2301 et seq., and implementing regulations 16 C.F.R. pts. 700-703, if applicable to this transaction.
 - 4.1.8. Infringement Indemnity; Refer to NASPO ValuePoint Master Agreement Terms and Conditions, Section 33.
 - 4.1.9. Usage of Trade; Course of Dealings; Implied Warranties. contractor shall also be bound by any other implied warranty that, at the time of execution of the contract, prevails in the trade of government in the marketing area in and about the State of Nevada. contractor shall also be bound by any other implied warranty arising through course of dealings between contractor and the State from and after the execution of the contract. contractor shall also be bound by all warranties set forth in Nevada Uniform Commercial Code (NRS Title 8) in effect on the date of execution of the contract.
 - 4.1.10. Obsolete Equipment: Agencies or Entities will not be billed/invoiced for upgraded equipment due to obsolete equipment owned by the vendor.
 - 4.1.11. Warranties Cumulative: It is understood that warranties created by the contract, whether express or implied, as well as all warranties arising by operation of law that affect the rights of the parties under the contract, are cumulative and should be construed in a manner consistent with one another.
 - 4.1.12. Priority of Warranties; If it is held by a court of competent jurisdiction that there is an irreconcilable conflict between or among any of the warranties set forth in the contract and any warranties implied by law, the parties agree that the specifications contained in the contract shall be deemed technical and mere language of description.
 - 4.1.13. Beneficiaries of Warranties; Benefit of any warranty made in the contract shall be in favor of the State of Nevada and Participating Entities, any of their political subdivisions or agencies, and any employee or licensee thereof who uses the goods, and the benefit of any warranty shall apply to both personal injury and property damage.
- 4.2. **DELIVERY: INSPECTION: ACCEPTANCE; RISK of LOSS.** contractor agrees to deliver the goods as indicated in the contract, and upon acceptance by the Purchasing Entity, title to the goods shall pass to the Purchasing Entity unless otherwise stated in the contract. The Purchasing Entity shall have the right to inspect the goods on arrival and, within a commercially reasonable time, the Purchasing Entity must give notice to contractor of any claim or damages on account of condition, quality, or grade of the goods, and the Purchasing Entity must specify the basis of the claim in detail. Acceptance of the goods is not a waiver of UCC revocation of acceptance rights or of any right of action that the Purchasing Entity may have for breach of warranty or any other cause. Unless otherwise stated in the contract, risk of loss from any casualty, regardless of the cause, shall be on contractor until the goods have been accepted and title has passed to the Purchasing Entity. If given any, the Purchasing Entity agrees to follow reasonable instructions regarding return of the goods.
- 4.3. **NO ARRIVAL; NO SALE.** The contract is subject to provisions of no arrival, no sale terms, but proof of shipment is to be given by vendor, each shipment to constitute a separate delivery. A variation of ten days in time of shipment or delivery from that specified herein does not constitute a ground for rejection. The Purchasing Entity may treat any deterioration of the goods as entitling the Purchasing Entity to the rights resulting from a casualty to the identified goods without regard to whether there has been sufficient deterioration so that the goods no longer conform to the contract.
- 4.4. **PRICE; TAXES; PAYMENT.** The price quoted is for the specified delivery, and, unless otherwise specified in the

99SWC-S1820 SCOPE OF WORK

contract, is F.O.B. to the delivery address specified above. Unless otherwise specified in a Participating Addendum, the price does not include applicable federal or State sales, use, excise, processing or any similar taxes, or duty charges, which shall be paid by the Purchasing Entity, or in lieu thereof, the Purchasing Entity shall provide vendor with a tax exemption certificate acceptable to the applicable taxing authority.

PROPOSED STAFF RESUME

A resume must be completed for all key proposed prime contractor staff and proposed subcontractor staff.

Name of Company Submitting Proposal:			
<i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff</i>			
Contractor Staff:		Subcontractor Staff:	
<i>The following information requested pertains to the individual being proposes for this project.</i>			
Name:		Key Personnel: (Yes or No)	
Individual's Title:			
Years in Classification:		Years with Firm:	
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information shall include a summary of the proposed individual's professional experience.</i>			
RELEVANT EXPERIENCE <i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
EDUCATION <i>Information required shall include institution name, city, state, degree and/or achievement and date completed/received.</i>			
CERTIFICATIONS <i>Information required shall include type of certification and date completed/received.</i>			

PROPOSED STAFF RESUME

REFERENCES	
A minimum of three (3) references are required.	
Reference #1:	
Name:	
Title:	
Phone Number:	
Email Address:	
Reference #2:	
Name:	
Title:	
Phone Number:	
Email Address:	
Reference #3:	
Name:	
Title:	
Phone Number:	
Email Address:	