

NASPO ValuePoint

PARTICIPATING ADDENDUM**SECURITY & FIRE PROTECTION SERVICES**

Led by the State of Nevada

Master Agreement #: **99SWC-NV23-16270**Contractor: **Johnson Controls Fire Protection, LP**Resellers: **Johnson Controls, Inc. & Johnson Controls Security Solutions**Participating Entity: **STATE OF RHODE ISLAND**

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 *[or State Entity]* 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 Rhode Island. 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:	Tom Staves
Address:	5757 N Green Bay Ave, Milwaukee, WI 53209
Telephone:	443-676-8813
Fax:	
Email:	thomas.staves@jci.com

NASPO ValuePoint

PARTICIPATING ADDENDUM**SECURITY & FIRE PROTECTION SERVICES**

Led by the State of Nevada

Participating Entity

Name:	State of Rhode Island, Gary P. Mosca
Address:	One Capitol Hill, Providence, RI 02908
Telephone:	401-574-8119
Fax:	
Email:	Gary.mosca@purchasing.ri.gov

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT
 These modifications or additions apply only to actions and relationships within the Participating Entity.

Johnson Controls – Additional Terms Delegated to the PA Level by Master Agreement

- 1. Limitation of Liability.** In no event shall Contractor and its affiliates and their respective personnel, suppliers and vendors be liable for any damages relating to the agreement or the services contemplated thereby in any amount exceeding the total amounts paid or payable to Contractor, regardless of the cause and whether arising in contract, tort (including negligence) or otherwise.
- 2. Insurance.** Johnson Controls shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated and shall provide a certificate evidencing such coverage promptly following a Customer's request. The minimum scope and limits of insurance that is required for the duration of this Agreement is governed by the attached "Insurance Schedule" that was incorporated into the original solicitation no. 99SWC-NV23-S1820 and is hereto marked "Exhibit A" for purposes of this Participating Addendum.

Any insurance protection afforded to the Customer under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Johnson Controls' contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and the limits provided by the policy.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SECURITY & FIRE PROTECTION
SERVICES**

Led by the State of Nevada

Customer shall maintain all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage throughout the term of the Agreement.

3. Monitoring Services - Requires a Separate Agreement that is not part of the NASPO Master Agreement

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.

This Master Agreement shall be subject to the Rhode Island "State Purchases Act", R. I. Gen. Laws § 37-2-1, et seq., the Rhode Island Procurement Regulations, and the Rhode Island General Conditions of Purchase (copy attached as "Exhibit B").

Jurisdiction and venue for any lawsuits arising here from shall be in the Providence Superior Court and shall be governed by the laws of the State of Rhode Island without reference to its principles of conflicts of laws.

MASTER PRICE AGREEMENT CONTRACT ADMINISTRATIVE FEE

In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system.

NASPO ValuePoint

PARTICIPATING ADDENDUM



**SECURITY & FIRE PROTECTION
SERVICES**

Led by the State of Nevada

The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.

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

6. 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.

NASPO ValuePoint

PARTICIPATING ADDENDUM**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 Rhode Island Division of Purchases	Contractor: Johnson Controls Fire Protection, LP
Signature:	Signature: Steven Marbes
Name: Amanda Rivers	Name: Steven J Marbes
Title: Deputy Purchasing Agent	Title: MGM
Date: 10/19/2023	Date: 10/19/2023 9:32 AM PDT

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

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.]