

NASPO ValuePoint

PARTICIPATING ADDENDUM



SECURITY AND FIRE PROTECTION SERVICES

Led by the State of Nevada
State of Utah Contract #: PA4241

Master Agreement #: **99SWC-NV23-16270**

Contractor: **JOHNSON CONTROLS FIRE PROTECTIONLP**

Participating Entity: **STATE OF UTAH**

Participating Entity Contract #: **PA4241**

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

- Category 1: Backflow Prevention System
- Category 2: Sandpiper Inspections – Fire Hose
- Category 3: Automatic Fire Pumps
- Category 4: Fire Sprinkler Systems
- Category 5: Fire Detection – Fire Alarm Systems
- Category 6: Emergency Lighting
- Category 7: Special Hazard Fire Suppression Systems
- Category 8: Portable Fire Extinguisher Inspection – Service and Testing
- Category 9: New Portable Fire Extinguishers
- Category 10: Kitchen Fire Suppression Commercial Hood System
- Category 12: Access Control Systems
- Category 13: Burglar Alarm Systems
- Category 14: Surveillance Services and Equipment
- Category 15: High Security Controls Systems
- Category 16: Inspections & Monitoring

The following products or services are not included in this agreement:

- Category 11: Commercial Hood System Cleaning

Participating Addendum Terms and Conditions:

1. Scope: This addendum covers **Security and Fire Protections Services** led by the State of Nevada for use by state agencies and other entities located in the State of Utah authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. An amendment to this PA is not required when offerings are adjusted in the Master Agreement, so long as all additions remain within the master agreement's original scope.
2. Pricing: The pricing and rates from the Master Agreement shall flow down to this PA. An amendment to this PA is not required when pricing in the Master Agreement is adjusted / updated.
3. Contract Effective Dates: This PA is effective upon final signature of both parties, and expires upon the expiration or termination of the NASPO ValuePoint Master Agreement #99SWC-NV23-16270. A contract amendment is not necessary in the event of the renewal or

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extension of the Master Agreement, so long as such renewal/extension was originally provided within the solicitation supporting the master agreement.

4. Order of Precedence: The order of precedence as provided in the NASPO ValuePoint Master Agreement #99SWC-NV23-16270 applies to this PA.
5. 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 Utah. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
6. Administrative Fee: .5% and will apply per Section 35 of Attachment A.
7. Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for **Security and Fire Protections Services** by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
8. Subcontractors: All contactors, dealers, and resellers authorized in the State of Utah, 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.
9. 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.
10. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Johnson Controls Fire Protection
Address:	660 Congress Avenue, Boca Raton, FL 33487
Telephone:	443-676-8813
Fax:	
Email:	Thomas.staves@jci.com

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 SERVICES**

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Participating Entity

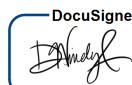
Name:	State of Utah, Division of Purchasing, Ryan Reeder
Address:	4315 South 2700 West FL 3, UT 84129-2128
Telephone:	801-957-7142
Fax:	
Email:	rreeder@utah.gov

11. ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions will apply to this participating addendum.

ATTACHMENT A: STATE OF UTAH STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS

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

Participating Entity: State of Utah	Contractor: x Johnson Controls
Signature:  DocuSigned by: C38BE0DAC528424...	Signature:  DocuSigned by: 2D839D5E51C1452...
Name: D. Windy Aphayrath	Name: James M Nannini
Title: Chief Procurement Officer	Title: General Manager
Date: 2/13/2024	Date: 2/12/2024

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Joel 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.**

ATTACHMENT A: STATE OF UTAH STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS
STATE OF UTAH COOPERATIVE INFORMATION TECHNOLOGY CONTRACT

Terms Revised: 1.h, 1.i, 1.s, 10, 11, 12, 13, 14, 21, 22, 23, 28, 29, 30, 31, 32, 38, 39, 40, 41, 46

This is a State Cooperative Contract for information technology products and services. DTS policies referenced by number in this Attachment are only applicable to the Executive Branch and are available at <https://dts.utah.gov/policies>. All other policies and codes of conduct are available upon request.

1. DEFINITIONS:

- a. "Access to Secure State Facilities, Data, or Technology" means Contractor will (a) enter upon secure premises controlled, held, leased, or occupied by State of Utah or Eligible User; (b) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by State of Utah or Eligible User; or (c) have access to or receive any State Data or Confidential Information.
- b. "Authorized Persons" means the Contractor's employees, officers, partners, Subcontractors, or agents of Contractor who need Access to Secure State Facilities, Data, or Technology to enable the Contractor to perform its responsibilities under this Contract.
- c. "Background IP" means intellectual property (IP) owned or controlled prior to the effective date of this Contract or that IP developed or acquired from activities independent of the services performed under this Contract, including but not limited to (a) methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services, and (b) processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of Eligible User.
- d. "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference.
- e. "Contract Period" means the term of this Contract, as set forth in the Contract Signature Page(s).
- f. "Contract Signature Page(s)" means the cover page that the Division and Contractor sign.
- g. "Contractor" means the individual or entity identified on the Contract Signature Page(s). "Contractor" includes Contractor's agents, officers, employees, partners, contractors, and Subcontractors at any level.
- h. "Custom Deliverables" means the product that Contractor is required to design, develop, or customize and deliver exclusively for the Eligible User utilizing State Data as specifically described under this Contract or an associated statement of work for which all interest and title shall be transferred to and owned by the Eligible User with the exception of Contractor's or its Subcontractor's intellectual property. This includes every documentation, report, diagram, drawings, plans specifications made specifically and exclusively for the Eligible User.
- i. "Data Breach" means the unauthorized access or acquisition of State Data that compromises the security, confidentiality, or integrity of State Data while such State Data is in Contractor's possession or control.
- j. "Division" means the State of Utah Division of Purchasing.
- k. "DTS" means the Utah Department of Technology Services.
- l. "Eligible User(s)" means the State of Utah's government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
- m. "Federal Criminal Background Check" means a fingerprint-based, nationwide background check conducted and processed by the FBI.
- n. "Good" means any deliverable not classified as a Custom Deliverable or Service.
- o. "Intellectual Property Rights" means all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and other protection afforded by law to inventions, models, designs, technical information, and applications.
- p. "Non-Public Data" means records or data that are not subject to distribution to the public. Access is restricted because it includes information that is protected by state or federal law. Non-Public Data includes, but is not limited to, a person's name; government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information; or Protected Health Information.
- q. "Protected Health Information" (PHI) is as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and its implementing regulations.
- r. "Response" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
- s. "Security Incident" means the attempted unauthorized access to State Data that may result in the use, disclosure, or theft of State Data that was in Contractor's possession or control at the time of the attempt.
- t. "Services" means the furnishing of labor, time, or effort by Contractor, and may include installation, configuration, implementation, technical support, warranty maintenance, and other support services.

- u. "Solicitation" means an invitation for bids, request for proposals, notice of sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
- v. "State Data" means all Confidential Information and Non-Public Data that is created, controlled, maintained, owned, or in any way originating with the State of Utah or Eligible User regardless of where such data or output is stored or maintained.
- w. "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities and instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- x. "Subcontractors" includes contractors, manufacturers, distributors, suppliers, or consultants, at any tier, that are under the direct or indirect control or responsibility of Contractor, including a person or entity that is, or will be, providing goods or performing services pursuant to this Contract.

2. ESSENTIAL PROVISIONS:

- a. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** This Contract shall be governed solely by the laws of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- b. **LAWS:** Contractor and all Goods and Services delivered under this Contract will comply with all applicable federal and state of Utah laws, including applicable licensure and certification requirements.
- c. **SOVEREIGN IMMUNITY:** The Division and the State of Utah do not waive any protection, right, defense or immunity under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 to 904, as amended, the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court.
- d. **PUBLIC INFORMATION:** This Contract and any purchase orders, invoices, pricing lists, and the Response are public records available for disclosure in accordance with the State of Utah's Government Records Access and Management Act (GRAMA, Utah Code 63G-2-101 et seq.), except to the extent classified as protected in accordance with UCA 63G-2-309. GRAMA takes precedence over any statements of confidentiality or similar notations. Neither the Division, the Eligible User nor the State of Utah will inform Contractor of any request for a copy of this Contract, including any purchase orders, invoices, pricing lists, or the Response.
- e. **CREDITING THE DIVISION IN PUBLICITY:** Any publicity given to this Contract shall identify the Division as the managing agency and shall not be released without prior written approval from the Division.
- f. **SALES TAX EXEMPTION:** Goods, Custom Deliverables, and Services purchased by some Eligible Users are being paid from that Eligible User's funds and used in the exercise of that Eligible User's essential functions as a State of Utah governmental entity. Any such Eligible Users will provide Contractor with a copy of its sales tax exemption number upon request.
- g. **SEVERABILITY:** A declaration or order by any court that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
- h. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract, is within the scope/purpose of the Solicitation, and is attached and made part of this Contract. Automatic renewals are prohibited and are deemed void even if listed elsewhere in this Contract.
- i. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any government department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any contract by any governmental entity.
- j. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** This Contract may be terminated in whole or in part at the sole discretion of the Division or Eligible User upon thirty days written notice, if the Division or Eligible User determines that (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (b) that a change in available funds affects the Division or Eligible User's ability to pay under this Contract. A change of available funds includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or an order of the President, the Governor, or Executive Director.

The Division or Eligible User, as applicable, will reimburse Contractor for the Goods or Services properly ordered and delivered until the effective date of said notice. The Division and Eligible User are not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of the notice.

- k. **ENTIRE AGREEMENT:** This Contract is the entire agreement between the parties, and supersedes any prior and contemporaneous agreements and understandings between the parties, whether oral or written.
- l. **WAIVER:** The waiver by either party of any provision, term, covenant, or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant, or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant, or condition of this Contract. The Eligible User's approval, acceptance, or payment for any Goods or Services required under this Contract shall not be construed to operate as a waiver by the Eligible User of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract.
- m. **CHANGES IN SCOPE:** Any changes in the scope of work to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of work.
- n. **TRAVEL COSTS:** Unless otherwise agreed to in the contract, all travel costs associated with the delivery of Services will be paid in accordance with the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be

returned to the Contractor for correction.

3. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by an Eligible User to Contractor. These records shall be retained by Contractor for at least six (6) years after final payment (per Utah Administrative Code R33-12-605 and Utah Code 78B-2-309), or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor shall allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.
4. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This Status Verification System, also referred to as "E-verify", requirement only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
 - 1) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended.
 - 2) Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) Contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended, and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
 - 3) Contractor's failure to comply with this section will be considered a material breach of this Contract.
 - 4) Contractor shall protect, indemnify, and hold harmless the Division, the Eligible Users, and the State of Utah, and anyone that the State of Utah may be liable for, against any claim, damages, or liability, but only to the extent arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless written disclosure has been made to the Division.
6. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor, and not an employee or agent of the Division, the Eligible Users, or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor has no authorization, express or implied, to bind the Division, the Eligible Users, or the State of Utah to any agreements, settlements, liabilities, or understandings, and shall not perform any acts as an agent for the Division, the Eligible users, or the State of Utah. Contractor is responsible for all applicable federal, state, and local taxes and FICA contributions.
7. **CRIMINAL BACKGROUND SCREENING:** Depending on the Eligible User's policy, each employee of Contractor and Subcontractor may be required to successfully complete a Federal Criminal Background Check, prior to being granted Access to Secure State Facilities, State Data, or Technology. Contractor or the applicable employee shall provide Eligible Users with sufficient personal information (at Contractor's expense) so that a Federal Criminal Background Check may be completed by the Eligible User, at Eligible User's expense. The Eligible User will provide Contractor with forms which must be filled out by Contractor and returned to the Eligible User. Each employee of Contractor or a Subcontractor who will have Access to Secure State Facilities, State Data, or Technology must be fingerprinted by the Eligible User or local law enforcement a minimum of one week prior to needing access. At the time of fingerprinting, said employee shall disclose all felony or misdemeanor convictions. Eligible Users may conduct a Federal Criminal Background Check based upon the fingerprints and personal information provided and use this same information to complete a Name Check in the Utah Criminal Justice Information System (UCJIS) at least every two years. Eligible Users may revoke Access to Secure State Facilities, Data, and Technology granted in the event of any negative results. Contractor and the employee or subcontractor shall immediately notify Eligible Users if an arrest or conviction for a felony or misdemeanor of any person that has Access to Secure State Facilities, State Data or Technology occurs during the Contract Period. Eligible Users will determine in its discretion if such person's Access to Secure State Facilities, State Data, or Technology shall remain in effect. Felony and misdemeanor are defined by the laws of the State of Utah, regardless of where the conviction occurred. (DTS Policy 2000-0014 Background Investigations)
8. **DRUG-FREE WORKPLACE:** Contractor shall abide by the Eligible User's drug-free workplace policies while on the Eligible User's or the State of Utah's premises.
9. **CODE OF CONDUCT:** If Contractor is working at facilities controlled or owned by the State of Utah, Contractor shall follow and enforce the agency applicable code of conduct. Contractor will ensure that each employee receives a copy of the policies and applicable codes of conduct. (DTS Policy 2000-0001 Code of Conduct, DTS Policy 1000-0003 Acceptable Use of Information Technology Resources)
10. **INDEMNITY AND LIABILITY**
 - a. **Indemnity Clause:** See Section 12.1 of the NASPO ValuePoint Agreement# 99SWC-NV23-16270
 - b. **Governmental Immunity Act:** In accordance with the Constitution of the State of Utah and the Governmental Immunity Act of Utah ("the Act", Utah Code §§63G-7-101 to 904, as amended), the Division and the State of Utah have no liability for the operations, acts, or omissions of the Contractor or any third party. Any indemnity obligations of the Division, Eligible Users, or the State of Utah are subject to the Constitution of the State of Utah and the Act and limited to claims that arise from and to the extent caused by the negligent acts or omissions of the Division or the Eligible Users in the performance of the Division's or the

Eligible User's obligations under this Contract.

- c. **Intellectual Property Indemnification:** See Section 12.1 of the NASPO ValuePoint Agreement# 99SWC-NV23-16270.

11. **HARDWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY PROCUREMENT ITEM "AS-IS".** CONTRACTOR WARRANTS ALL HARDWARE PORTIONS OF ANY GOOD OR CUSTOM DELIVERABLE THAT IT DIRECTLY OR INDIRECTLY PROVIDES FOR A PERIOD OF **ONE YEAR** IN ACCORDANCE WITH SECTION 10 THE NASPO VALUEPOINT AGREEMENT #99SWC-NV23-16270.
12. **SOFTWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY PROCUREMENT ITEM "AS-IS".** CONTRACTOR WARRANTS FOR A PERIOD OF **NINETY DAYS** FROM THE DATE OF ACCEPTANCE THAT THE SOFTWARE PORTIONS OF THE GOODS AND CUSTOM DELIVERABLES THAT CONTRACTOR DIRECTLY OR INDIRECTLY PROVIDES WILL: (A) PERFORM IN ACCORDANCE WITH THE APPLICABLE END USER LICENSE AGREEMENT OR TERMS OF SERVICE, PROVIDED THAT THIRD PARTY SOFTWARE IS PROVIDED SOLELY WITH THE THIRD PARTY SOFTWARE PROVIDER'S WARRANTY TO THE EXTENT AVAILABLE, AND CONTRACTOR WILL TRANSFER THE BENEFITS TOGETHER WITH ALL LIMITATIONS OF THAT WARRANTY TO THE ELIGIBLE USER TO THE EXTENT ASSIGNABLE..
13. **WARRANTY REMEDIES; DISCLAIMERS:** Upon breach of warranty, Contractor will repair or replace (at no charge to the Eligible User) the nonconforming Goods or Custom Deliverables. If the repaired and/or replaced products are inadequate, Contractor will refund the amount of any payments that have been made for the failed products. THE WARRANTIES SET FORTH IN THIS AGREEMENT, OR THE NASPO VALUEPOINT AGREEMENT# 99SWC-NV23-16270 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED. CONTRACTOR EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SUPPLIER EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SUPPLIER WORK WILL BE ERROR-FREE, OR UNINTERRUPTED, OR SECURE FROM CYBER THREATS, HACKING OR OTHER MALICIOUS ACTIVITY.
14. **UPDATES AND UPGRADES:** Contractor grants to the Eligible User a non-exclusive, non-transferable license to use updates provided by Contractor during the Contract Period so long as such updates are provided to Contractor's customer base for such product, service, or software. Upgrades and updates are subject to the terms of this Contract. The Eligible User reserves the right to accept updates and upgrades at its discretion and to determine if such updates comply with the requirements in the Contract scope of work.
15. **BUG FIXING AND REMOTE DIAGNOSTICS:** Contractor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems. With the Eligible User's prior written authorization, Contractor may perform remote diagnostics to work on reported problems. If the Eligible User declines remote diagnostics, Contractor and the Eligible User may agree to on-site technical support, subject to the terms of the Contract.
16. **TECHNICAL SUPPORT AND MAINTENANCE:** If technical support and maintenance is required by the Contract, Contractor will use commercially reasonable efforts to respond to the Eligible User in a reasonable time, and in all events, in accordance with the specific timeframes detailed in the Contract, when the Eligible User makes technical support or maintenance requests.
17. **PHYSICAL DELIVERY:** All non-electronic deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Contractor is responsible for including any freight charges due by the Eligible User to Contractor when providing quotes to the Eligible User. Invoices listing freight charges that were not identified in the quote will be returned to the Contractor to remove such costs. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance, when responsibility will pass to the Eligible User except as to latent defects, fraud, and Contractor's warranty obligations.
18. **ELECTRONIC DELIVERY:** Contractor may electronically deliver any Good or Custom Deliverable to the Eligible User or provide any Good and Custom Deliverable for download from the Internet, if pre-approved in writing by the Eligible User. Contractor shall ensure the confidentiality of electronic deliveries in transit. Contractor warrants that all electronic deliveries will be free of known malware, bugs, Trojan horses, etc.
19. **ACCEPTANCE PERIOD:** A Good, Custom Deliverable, or Service furnished under this Contract shall function in accordance with the specifications identified in this Contract and Solicitation. If the Goods and Custom Deliverables delivered do not conform to the specifications identified in this Contract and Solicitation ("Defects"), the Eligible User shall within thirty (30) calendar days of the delivery date ("Acceptance Period") notify Contractor in writing of the Defects. Upon receiving notice, Contractor shall use reasonable efforts to correct the Defects within fourteen (14) calendar days ("Cure Period"). The Eligible User's acceptance of a Good, Custom Deliverable, or Services occurs at the end of the Acceptance Period or Cure Period, whichever is later.

If after the Cure Period, a Good, Custom Deliverable, or Service still has Defects, then the Eligible User may, at its option: (a) declare Contractor to be in breach and terminate this Contract; (b) demand replacement conforming Goods, Custom Deliverables, or Services from Contractor at no additional cost to the Eligible User; or (c) continue the Cure Period for an additional time period agreed upon by the Eligible User and Contractor in writing. Contractor shall pay all costs related to the preparation and shipping of the replacement products. No products shall be deemed accepted and no invoices shall be paid until acceptance. The warranty period will begin upon the end of the Acceptance Period.
20. **SECURE PROTECTION AND HANDLING OF STATE DATA:** If Contractor is given access to State Data, the protection of State Data shall be an integral part of the business activities of Contractor, and Contractor shall ensure that there is no inappropriate or unauthorized use of State Data. Contractor shall safeguard the confidentiality, integrity, and availability of the State Data and comply with the conditions outlined below. The Eligible User reserves the right to verify Contractor's adherence to the following conditions to ensure they are met:

- a. **Network Security:** Contractor shall maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection, and regular third-party penetration testing. Contractor shall maintain network security and ensure that Contractor network security policies conform to one of the following:
 - 1) Those standards the State of Utah applies to its own network, found outlined in *DTS Policy 5000-0002 Enterprise Information Security Policy*;
 - 2) Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at: <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>; or
 - 3) Any generally recognized comparable standard that Contractor then applies to its own network.
 - b. **State Data Security:** Contractor shall protect and maintain the security of State Data with protection that is at least as good as or better than what Contractor uses to protect its own confidential information. These security measures included but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (ex. Microsoft Notification). The Eligible User reserves the right to determine if Contractor's level of protection meets the Eligible User's security requirements.
 - c. **State Data Transmission:** Contractor shall ensure all transmission or exchange of system application data with the Eligible User and State of Utah and/or any other parties expressly designated by the State of Utah, shall take place via secure means (ex. HTTPS or FTPS).
 - d. **State Data Storage:** Intentionally Omitted.
 - e. **Access:** Contractor shall permit its employees and Subcontractors to remotely access State Data only as required to provide technical support.
 - f. **State Data Encryption:** Contractor shall store all data provided to Contractor, including State, as well as any backups made of that data, in encrypted form using no less than 128 bit key and include all data as part of a designated backup and recovery process.
 - g. **Password Protection:** Any portable or laptop computer that has access to the Eligible User's or State of Utah networks, or stores any Eligible User data shall be equipped with strong and secure password protection.
 - h. **Confidential Information Certification:** Contractor shall sign a Confidential Information Certification form prior to being given access to confidential computerized records.
 - i. **State Data Re-Use:** All data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. No State Data of any kind may be transmitted, exchanged, or provided to other contractors or third parties except on a case-by-case basis as specifically agreed to in writing by the Eligible User.
 - j. **State Data Destruction:** Upon expiration or termination of this Contract, upon written request Contractor shall erase, destroy, and render unreadable all State Data from all non-state computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the request of the Eligible User, unless otherwise required by Contractor's record retention policies and procedures. The Eligible User's written directive may require that certain data be preserved in accordance with applicable law.
 - k. **Services Shall Be Performed Within United States:** Intentionally Omitted.
 - l. **User Support:** Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited by this contract.
 - m. **Eligible User Responsibilities.** Notwithstanding anything in this Contract to contrary, Eligible User is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network, together with those networks of its other third-party vendors (collectively, the "Network"), and shall supply Contractor secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by the Eligible User and/or end user against unauthorized access.
- 21. SECURITY INCIDENT OR DATA BREACH NOTIFICATION:** Contractor shall within the most expedient time possible without unreasonable delay: inform the Eligible User of any Security Incident or Data Breach.
- a. **Incident Response:** Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract. Discussing Security Incidents with the Eligible User should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes, defined by law or contained in this Contract.
 - b. **Security Incident Reporting Requirements:** Contractor shall promptly report a Security Incident to the Eligible User.
 - c. **Breach Reporting Requirements:** Intentionally Omitted.
- 22. DATA BREACH RESPONSIBILITIES:** Taking into consideration the nature of the type of State Data within Contractor's possession or control, and the type of products and services provided by Contractor herein, Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach, once verified by Contractor, and to the extent such laws apply to the State Data at issue. In the event of such Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor shall: (a) reasonably cooperate with the Eligible User by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; and (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with the Eligible User. If the Data Breach was caused directly by Contractor's breach of its obligations under Section 22, then Contractor is responsible for all notification and remedial costs and damages provided that such costs and damages do not exceed the aggregate amount of fees paid to Contractor under this Contract during the previous twelve months from the date of Data Breach.

23. STATE INFORMATION TECHNOLOGY POLICIES: If Contractor is providing an Executive Branch Agency of the State of Utah with Custom Deliverables, Contractor shall make commercially reasonable efforts to comply with or otherwise abide by its own policies and procedures that are substantially similar to those DTS follows for internally developed goods and deliverables to minimize security risk, ensure applicable Utah and Federal laws are followed, address issues with accessibility and mobile device access, and prevent outages and data breaches within the State of Utah's environment if applicable; and provided that notwithstanding anything to the contrary, the Executive Branch Agency and/or the Eligible User are solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network, together with those networks of its other third-party vendors (collectively, the "Network"), and shall supply Contractor secure Network access for providing its Goods or Custom Deliverables networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by the Executive Branch Agency and/or the Eligible User end user against unauthorized access of its Network. Contractor shall make commercially reasonable efforts to comply with the following DTS Policies to the extent applicable:

- a. **DTS Policy 4000-0001, Enterprise Application and Database Deployment Policy:** A Contractor developing software for the State to develop and establish proper controls that will ensure a clear separation of duties between developing and deploying applications and databases to minimize security risk; to meet due diligence requirements pursuant to applicable Utah and federal regulations; to enforce contractual obligations; and to protect the State's electronic information and information technology assets.
- b. **DTS policy 4000-0002, Enterprise Password Standards Policy:** A Contractor developing software for the State must ensure it complies with the password requirements of the Enterprise Password Standards Policy.
- c. **DTS Policy 4000-0003, Software Development Life Cycle Policy:** A Contractor developing software for the State shall work with DTS in implementing a Software Development Lifecycle (SDLC) that addresses key issues of security, accessibility, mobile device access, and standards compliance.
- d. **DTS Policy 4000-0004, Change Management Policy:** Goods or Custom Deliverables furnished or Services performed by Contractor which have the potential to cause any form of outage or to modify DTS's or the State of Utah's infrastructure must be reviewed by the DTS Change Management Committee. Any outages or Data Breaches which are a result of Contractor's failure to comply with DTS instructions and policies will result in Contractor's liability for all damages resulting from or associated with the outage or Data Breach.

24. CONFIDENTIALITY: This section does not apply to records where disclosure is regulated under Federal or State laws.

GRAMA applies only to records, therefore if information (other than Non-Public Data, Public Health Information, or State Data) is disclosed orally by either party which either party wishes to remain confidential, then each party shall adhere to the following:

Each party will: (a) limit disclosure of any such information to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which this Contract relates, and only for that purpose; (b) advise its Authorized Persons of the proprietary nature of the information and of the obligations set forth in this Contract and require such Authorized Persons to keep the information confidential; (c) shall keep all information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any such information received by it to any third parties, except as otherwise agreed to in writing by the disclosing party. Each party will notify the other of any misuse or misappropriation of such information that comes to said party's attention.

This duty of confidentiality shall be ongoing and survive the Contract Period.

25. Reserved

26. OWNERSHIP IN INTELLECTUAL PROPERTY: The Parties recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name, logo, or intellectual property owned or licensed by the other. The Parties shall not, without the prior written consent of the other or as authorized in this Contract, use the name, logo, or intellectual property owned or licensed by the other.

27. OWNERSHIP IN CUSTOM DELIVERABLES: Contractor warrants, represents and conveys full ownership, clear title free of all liens and encumbrances to any Custom Deliverable. Contractor conveys the ownership in Custom Deliverables as defined in this Attachment A to the Eligible User. All intellectual property rights, title and interest in the Custom Deliverables shall transfer to the Eligible User, subject to the following:

- a. Contractor has received payment for the Custom Deliverables,
- b. Each party will retain all rights to Background IP, even if embedded in the Custom Deliverables.
- c. Custom Deliverables, excluding Contractor's Background IP may not be marketed or distributed without written approval by the Eligible User.

Contractor shall grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP as defined above, solely for the Eligible User to use the Custom Deliverables.

28. LICENSE FOR GOODS: For the Goods delivered that include Contractor's scripts and code and are not considered Custom Deliverables, Contractor grants the Eligible User a non-exclusive, non-transferable, right to use, copy, and, without the right to sublicense, for the Eligible User's internal business operation under this Contract and in accordance with the applicable end user license agreement or terms of service.

29. OWNERSHIP, PROTECTION, AND USE OF RECORDS: The Eligible User shall own exclusive title to all information and data gathered, reports developed, and conclusions reached by the Eligible User in performance of this Contract with the exception of Contractor's or its Subcontractor's Background IP. Contractor may not use, except in meeting its obligations under this Contract, information gathered, reports developed, or conclusions reached by the Eligible User in performance of this Contract without the express written consent of the Eligible User.

- 30. OWNERSHIP, PROTECTION, AND USE OF DATA:** The Eligible User shall own and retain unlimited rights to use, disclose, or duplicate all State Data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by Contractor under this Contract. Contractor, and any Subcontractors under its control, expressly agrees not to use Non-Public Data without prior written permission from the Eligible User; with the exception of usage or performance data that is deidentified and derived from the use or operation of the products and services provided, so long as the data cannot be re-identified into State Data.
- 31. OWNERSHIP, PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, UTAH, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES:** In the event that the Eligible User provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Contract, Contractor shall hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this Contract. The improper use or disclosure by any party of protected internal federal or state business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by Contractor or its Subcontractors, except for the performance of this Contract, unless prior written consent has been obtained in advance from the Eligible User.
- 32. OWNERSHIP, PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION:** All State Data will be the property of the Eligible User, and must be delivered to the Eligible User within thirty (30) working days after termination or expiration of this Contract, and without restriction or limitation to their future use. Any State Data returned under this section must either be in the format as originally provided, in a format that is readily usable by the Eligible User, or formatted in a way that it can be used. The costs for returning documents and data to the Eligible User are included in this Contract.
- 33. ORDERING AND INVOICING:** For State of Utah Executive Branch Agencies, a purchase order must be sent to the Contractor by DTS prior to any work being initiated, product shipped, or invoices cut under this contract. All orders will be shipped promptly in accordance with the delivery schedule. Contractor will promptly submit invoices (within 30 days after shipment or delivery of goods or services, with the exclusion of end of fiscal year invoicing for Executive Branch Agencies) to the appropriate Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to an order under this Contract. The prices paid by the Eligible User shall not exceed prices listed in this Contract. The Eligible User shall adjust or return any invoice reflecting incorrect pricing. For Executive Branch Agencies, Contractor must send all invoices no later than July 10, or the last working day prior, to the State for all work completed or items received during the State's fiscal year of July 1-June 30.
- 34. PAYMENT AND NOTICE:**
- Payments will be made within thirty (30) days from the date a correct invoice is received. For Executive Branch Agencies, a correct invoice will contain the contract and purchase order numbers as indicated in Section 33. After sixty (60) days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to the interest rate paid by the IRS on refund claims, plus two percent, computed in accordance with Section 15-6-3, Utah Prompt Payment Act of Utah Code, as amended.
 - The contract costs may be changed only by written amendment. All payments to Contractor will be remitted by mail, by electronic funds transfer, or by the Eligible User's purchasing card (major credit card). The Division will not pay electronic payment fees of any kind.
 - Any written protest of the final contract payment must be filed with the Eligible User within ten (10) working days of receipt of final payment. If no protest is received, the Eligible User, the Division, and the State of Utah are released from all claims and all liability to Contractor for fees and costs pursuant to this Contract.
 - Overpayment: If during or subsequent to the Contract an audit determines that payments were incorrectly reported or paid by the Eligible User to Contractor, then Contractor shall, upon written request, immediately refund to the Eligible User any such overpayments.
- 35. CONTRACTOR'S INSURANCE RESPONSIBILITY:** The Contractor shall maintain the following insurance coverage:
- Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
 - Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
 - Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
 - Other insurance policies specified in the Solicitation.
- Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence. Failure to provide proof of insurance as required will be deemed a material breach of this Contract.
- Contractor's failure to maintain this insurance requirement for the Contract Period will be grounds for immediate termination.
- 36. ADDITIONAL INSURANCE REQUIREMENTS:**
- Professional liability insurance in the amount as described in the Solicitation for this Contract, if applicable.
 - Any other insurance policies described or referenced in the Solicitation for this Contract.

- c. Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any federal, Utah, or local statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.
- d. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order. Contractor must provide proof of the above listed policies within thirty (30) days of being awarded this Contract.

37. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Division.

38. TERMINATION: This Contract may be terminated for cause by either party upon written notice being given by the other party. The party in violation will be given fourteen (14) calendar days, or as otherwise agreed upon in writing, after notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience) by the Division, upon thirty (30) calendar days written termination notice being given to the Contractor. The Division and the Contractor may agree to terminate this Contract, in whole or in part, at any time by mutual written agreement.

Contractor shall be compensated for the Services properly performed and goods properly provided pursuant to this Contract up to the effective date of termination as stated in the notice. Contractor agrees that in the event of termination without cause, Contractor's sole remedy and monetary recovery from the Division, the Eligible User, or the State of Utah is limited to payment for all work properly performed as authorized under this Contract up to the date of termination, and any reasonable pro-rated monies that may be owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract, after receipt and verification of documented evidence of those terminated contracts.

39. TERMINATION UPON DEFAULT: In the event this Contract is terminated for default by Contractor, the Division may procure Goods, Custom Deliverables, or Services similar to those terminated, and Contractor shall be liable to the Division for any and all reasonable cover costs and incurred direct damages.

40. SUSPENSION OF WORK: The Division may suspend Contractor's responsibilities under this Contract without terminating this Contract by issuing a written notice. Contractor's responsibilities may then be reinstated upon written notice from the Division; subject to any applicable changes in fees or expenses caused by such suspension.

41. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract for nonperformance of contractual requirements or a material breach of any term or condition of this Contract. The Division will issue a written notice of default and may provide a fourteen (14) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages if the default remains, after Contractor has been provided the opportunity to cure, the Division may exercise any remedy provided by law; terminate this Contract and any related contracts or portions thereof; (c) impose liquidated damages, if liquidated damages are agreed upon in writing in the applicable statement of work; (d) suspend or debar Contractor from receiving future solicitations; or (e) demand a full refund of the Goods, Custom Deliverables, or Services furnished by Contractor that are defective or Services that were inadequately performed.

42. FORCE MAJEURE: Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond that party's reasonable control. The Division may immediately terminate this Contract after determining such delay will reasonably prevent successful performance of this Contract.

43. CONFLICT OF TERMS: Contractor terms and conditions must be attached to this Contract. No other terms and conditions will apply to this Contract, including terms listed or referenced on a Contractor's website, quotation/sales order, purchase orders, or invoice. In the event of any conflict in the contract terms and conditions, the order of precedence is: (a) This Attachment A; (b) the Division's Contract Signature Page(s); (c) State of Utah's Additional Terms and Conditions, if any; and (d) Contractor Terms and Conditions, if any. Attachment A will be given precedence over any provisions including, limitation of liability, indemnification, standard of care, insurance, or warranty, and will not be nullified by or exception created by more specific terms elsewhere in this Contract.

44. SURVIVORSHIP: The contractual provisions that will remain in effect after expiration or termination of this Contract are: (a) Contract Jurisdiction, Choice of Law, and Venue; (b) Secure Protection and Handling of State Data; (c) Data Breach Responsibilities; (d) Ownership in Custom Deliverables; (e) Ownership, Protection, and Use of Records, including Residuals of such records; and (f) Ownership, Protection, and Use of Confidential Federal, Utah, or Local Government Internal Business Processes, including residuals of such confidential business processes; (g) Ownership, Protection, and Return of Documents and Data Upon Contract Termination or Completion; (h) Confidentiality; (i) Conflict of Terms; and (j) any other terms that by their nature would survive the expiration, completion, or termination of this contract.

45. RELEVANT STATE AND FEDERAL LAWS

- a. **Conflict of Interest with State Employees:** Contractor shall comply and cooperate in good faith with all conflict of interest and ethic laws, including Section 63G-6a-2404, Utah Procurement Code, as amended.
- b. **Procurement Ethics:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, products, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or who in any official capacity participates in the procurement of such supplies, services, products, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6a-2304.5, Utah Procurement Code, as amended).
- c. **Contact Information:** Per Utah Code §§63G-6a-110 and 35A-2-203, the State shall make Contractor's contact information available to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may post information regarding Contractor's job vacancies on its website.

- d. **Employment Practices:** Contractor shall abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the work place. Contractor shall abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of Contractor's employees.
- e. **Compliance with Accessibility Standards:** Contractor shall comply with the Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. Contractor shall comply with Utah Administrative Code R895-14-3(3), which states that contractors developing new websites or applications for State agencies are required to meet accessibility guidelines subject to rule R895 and correct any items that do not meet these guidelines at no cost to the agency. Contractor shall comply with Utah Administrative Code R895-14-4(2), which states that contractors proposing IT products and services shall provide Voluntary Product Accessibility Template® (VPAT™) documents.

46. RIGHT TO MONITOR PERFORMANCE AND AUDIT

- a. **Audit:** Contractor shall, upon at least thirty (30) days prior written notification permit the Division, or a third party designated by the Division, to perform an assessment, audit, examination, or review of applicable books and records of Contractor - in order to confirm Contractor's compliance with this Contract; associated scopes of work; and applicable laws, and regulations. Contractor shall reasonably cooperate with such assessment by providing access to knowledgeable personnel; physical premises; records; technical and physical infrastructures; and any other person, place, or object which may assist the Division or its designee in completing such assessment. Upon request, Contractor shall provide the results of any audit performed by or on behalf of Contractor that would assist the Division or its designee in confirming Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, and industry standards. Any information provided by Contractor shall be considered confidential, and the Division shall protect the confidentiality of such information with no less stringent of standards and procedures as it uses to protect its own confidential information, and with no less stringent of requirements as Contractor is required to observed for the confidentiality of State Data pursuant to the terms of this Contract.
- b. **Monitor Performance:** The Division and Eligible Users reserve the right to monitor Contractor's performance, perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. This includes Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.

47. **TIME IS OF THE ESSENCE:** The Services shall be completed and Goods and Custom Deliverables delivered by any applicable deadline stated in this Contract. Time is of the essence.

48. **STANDARD OF CARE:** For Services of Contractor which require licenses and certifications, such Services shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract.

49. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

50. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Goods based upon the same terms, conditions and prices of this Contract.

51. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Goods from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

52. **QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.

53. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.

54. REPORTS AND FEES:

- a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. **The Administrative Fee for this contract will be .5% and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.**
- b. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.
- c. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Reports Due</u>
March 31	April 30
June 30	July 31

September 30
December 31

October 31
January 31

- d. **Fee Payment:** After the Division receives the quarterly utilization report it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
55. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.
56. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.

(Revision Date: 7/20/2023)

STATE OF NEVADA COOPERATIVE CONTRACT

Nevada Contract Number:	99SWC-NV23-16270
Master Agreement Number:	99SWC-NV23-16270
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:	Johnson Controls Fire Protection LP		
Address:	660 Congress Ave.		
City, State, Zip Code:	Boca Raton, FL 33487		
Contact:	Thomas Staves		
Phone:	443-676-8813	Email:	Thomas.staves@jci.com

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. NEGOTIATED NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS 2023-08-03
 - 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: Johnson Controls Fire Protection LP
Signature: 	Signature: 
Name: Gideon K. Davis	Name: Greg Cominos
Title: Administrator	Title: VP Commercial Sales
Date: 8/3/2023 12:54 PM PDT	Date: 8/3/2023 12:53 PM PDT

ATTACHMENT A
NASPO VALUEPOINT
MASTER AGREEMENT
TERMS AND CONDITIONS



ATTACHMENT A
NEGOTIATED NASPO VALUEPOINT MASTER AGREEMENT TERMS AND
CONDITIONS 2023-08-03

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.
- 4.11 Scope of Work.** This Agreement shall only anticipate the engagement of Contractor with respect to the installation and on-site services performed by Contractor or Contractor's subcontractors on Participating Entity premises. This Agreement shall not apply to and specifically excludes any off-site monitoring provided by Contractor for the benefit of Customer (the "Central Station Monitoring Services").

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. To the extent not confidential, 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 (30) 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 forty-five (45) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. Failure to make payments when due (due date to be set no sooner than 45 days after the date of invoice and subject to any state specific set limitations on the authority to pay invoiced amounts for services not yet performed) will give the Contractor, without prejudice to any other right or remedy, the right to 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 Substantial Completion (defined as performance sufficiently complete to allow performance of the contracted system or service to perform the functions for which the parties intended) of Contractor's Scope of Work (communicated in writing as a date certain

from Contractor to the Purchasing Entity with the opportunity of a 15 day period in which Customer may dispute Contractor's assessment that Substantial Completion has occurred to the satisfaction of the Purchasing Entity) that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, representations made by Contractor in writing to the Purchasing Entity regarding the sufficiency of the work performed related to any written stated goals by Purchasing Entity and in accordance with instruction manuals, and (b) the Product is free of defects. These warranties are in lieu of all other warranties, express or implied, including but not limited to those of merchantability and fitness for a specific purpose. All other warranties are expressly disclaimed and waived.

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 a license to use any Embedded Software in the Product, which shall be subject to the terms and conditions of the software license agreement accompanying such Product, provided that any clause in such software license agreement that requires a State Government to indemnify the Contractor or a third party is unenforceable against the State Government, and the State Government authorized end user shall not be deemed to have accepted such clause by virtue of accepting such software license agreement. The Purchasing Entity has the right to seek to negotiate the terms and conditions of third party software products in order to address impermissible terms under their respective state law and may request alternate software if an impasse is reached regarding such negotiation. 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 the Product, and, solely in connection with use of the Product, to, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose documentation 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. The foregoing license does not apply to software, which shall be subject to the terms and conditions of the software license agreements accompanying such software, provided that any clause in such software license agreement that requires a State Government to indemnify the Contractor or a third party is unenforceable against the State Government, and the State Government authorized end user shall not be deemed to have accepted such clause by virtue of accepting such software license agreement. As also indicated above, the Purchasing Entity has the right to seek to negotiate the terms and conditions of third party software products in order to address impermissible terms under their respective state law and may request alternate software if an impasse is reached regarding such negotiation.

XII. Indemnification and Limitation of Liability

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 but only to the extent arising from Contractor's (i) negligent acts or willful misconduct in fulfilling its obligations under this Agreement, or (ii) acts that give rise to strict liability.

12.2 Intellectual Property Indemnification. The parties do not anticipate the creation of New Intellectual Property. 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"). Contractor retains the right, at its option, to: a) make the product non-infringing, b) replace the infringing product; or c) refund amounts paid to Contractor for the infringing product. These retained rights of the Contractor are in addition to Contractor's defense and indemnification obligations.

12.2.1 The Contractor's obligations under this section for indemnity (but not defense) will not extend to claims or damages arising

from: a) design or specifications provided by Indemnified Parties; b) Product modifications made by Indemnified Parties, except those directed, proposed, or authorized in writing by the Contractor; c) use of the Products and products reasonably expected to be used in combination with the Product contrary to its ordinary use identified by Contractor, including but not limited to technical specifications or documented training provided by Contractor in advance; d) failure of Indemnified Parties to implement any updates provided by Contractor; or e) 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; or
- 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.

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.

12.3 Limitation of Liability.

12.3.1 Mutual Waiver of Consequential Damages. In no event, whether in contract, tort or otherwise (including breach of warranty, negligence, product liability and strict liability in tort), will Contractor, NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees and its affiliates and their respective personnel, suppliers and vendors be liable to customer (directly or indirectly) under any cause of action or theory of liability arising from, relating to, or in connection with this agreement, even if advised of the possibility of such damages, for any: special, incidental, consequential, punitive, or indirect damages.

12.3.2 Liability Cap. Reserved for negotiation in any applicable Participating Addendum, as illustrated below:

12.3.2.1 “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.”

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 one or more of the following events, if such occurrence or continuation of such occurrence is beyond the party's reasonable control and substantially inhibits the party's ability to deliver Product or other deliverables in accordance with this Master Agreement: fire, riot, unusually severe weather, other acts of God, acts of war or terrorism, and restrictions on the movement of people or goods imposed in a public health order or by a declared state of emergency. 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: (i) untrue or materially misleading, and (ii) a material consideration upon which Contractor's award or execution or continuation of this Master Agreement is based;
 - 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. The allocation and amount of liquidated damages for which Contractor may be liable to a Participating Entity or Purchasing Entity, if any, shall be as set forth in an executed Participating Addendum or Order.
- 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.

ATTACHMENT B

VENDOR COST PROPOSAL

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Johnson Controls Fire Protection, LP

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

Nationwide

1.	BACKFLOW PREVENTION SYSTEM (CATEGORY 1)	Not to Exceed	
1.1.	BACKFLOW PREVENTION SYSTEM	Unit	Rate
1.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 295.48
1.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 295.48
1.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 443.22
1.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 590.96
1.1.5.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 194.00
1.1.6.	Repair - Telephone Support	Per Hour	NA
1.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 139.00
1.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 278.00
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	35.00%
1.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
1.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
1.2.1.	*Metro Markets (two hour minimum)	Per Hour	\$ 194.00
1.2.2.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
1.2.3.	Sprinkler CAD LAB	Per Hour	\$ 180.32
1.2.4.	Sprinkler COMM LAB	Per Hour	\$ 270.03
1.2.5.	Sprinkler DSGN LAB	Per Hour	\$ 244.75
1.2.6.	Sprinkler TECH LAB	Per Hour	\$ 270.03
1.2.7.	Sprinkler PREP LAB	Per Hour	\$ 231.91
1.2.8.	Sprinkler PM LAB	Per Hour	\$ 270.65
1.2.9.		Per Hour	\$ -
1.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:**NATIONWIDE/REGION(S)/STATE(S) PROPOSED:**

Johnson Controls Fire Protection, LP

Nationwide

2. STANDPIPE INSPECTIONS - FIRE HOSE (CATEGORY 2)

2.1.	STANDPIPE INSPECTIONS - FIRE HOSE	Unit	Rate
2.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 295.48
2.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 295.48
2.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 443.22
2.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 590.96
2.1.5.	Repair - Telephone Support	Per Hour	NA
2.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 194.00
2.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 139.00
2.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 208.50
2.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 278.00
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	35.00%
2.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
2.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
2.2.1.	*Metro Markets (two hour minimum)	Per Hour	\$ 194.00
2.2.2.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
2.2.3.	Sprinkler CAD LAB	Per Hour	\$ 180.32
2.2.4.	Sprinkler COMM LAB	Per Hour	\$ 270.03
2.2.5.	Sprinkler DSGN LAB	Per Hour	\$ 244.75
2.2.6.	Sprinkler TECH LAB	Per Hour	\$ 270.03
2.2.7.	Sprinkler PREP LAB	Per Hour	\$ 231.91
2.2.8.	Sprinkler PM LAB	Per Hour	\$ 270.65
2.2.9.		Per Hour	\$ -
2.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Johnson Controls Fire Protection, LP

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

Nationwide

3. AUTOMATIC FIRE PUMPS (CATEGORY 3)

3.1.	AUTOMATIC FIRE PUMPS	Unit	Rate
3.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 295.48
3.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 295.48
3.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 443.22
3.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 590.96
3.1.5.	Repair - Telephone Support	Per Hour	NA
3.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 194.00
3.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 139.00
3.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 208.50
3.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 278.00
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	35.00%
3.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
3.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
3.2.1.	*Metro Markets (two hour minimum)	Per Hour	\$ 194.00
3.2.2.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
3.2.3.	Sprinkler CAD LAB	Per Hour	\$ 180.32
3.2.4.	Sprinkler COMM LAB	Per Hour	\$ 270.03
3.2.5.	Sprinkler DSGN LAB	Per Hour	\$ 244.75
3.2.6.	Sprinkler TECH LAB	Per Hour	\$ 270.03
3.2.7.	Sprinkler PREP LAB	Per Hour	\$ 231.91
3.2.8.	Sprinkler PM LAB	Per Hour	\$ 270.65
3.2.9.		Per Hour	\$
3.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Johnson Controls Fire Protection, LP

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

Nationwide

4. FIRE SPRINKLER SYSTEMS (CATEGORY 4)

4.1.	FIRE SPRINKLER SYSTEMS	Unit	Rate
4.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 295.48
4.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 295.48
4.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 443.22
4.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 590.96
4.1.5.	Repair - Telephone Support	Per Hour	NA
4.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 194.00
4.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 139.00
4.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 208.50
4.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 278.00
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	35.00%
4.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
4.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
4.2.1.	*Metro Markets (two hour minimum)	Per Hour	\$ 194.00
4.2.2.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
4.2.3.	Sprinkler CAD LAB	Per Hour	\$ 180.32
4.2.4.	Sprinkler COMM LAB	Per Hour	\$ 270.03
4.2.5.	Sprinkler DSGN LAB	Per Hour	\$ 244.75
4.2.6.	Sprinkler TECH LAB	Per Hour	\$ 270.03
4.2.7.	Sprinkler PREP LAB	Per Hour	\$ 231.91
4.2.8.	Sprinkler PM LAB	Per Hour	\$ 270.65
4.2.9.		Per Hour	\$
4.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Johnson Controls Fire Protection, LP

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

Nationwide

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	\$ 307.10
5.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 307.10
5.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 460.65
5.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 614.20
5.1.5.	Repair - Telephone Support	Per Hour	\$ 168.00
5.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 211.00
5.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 168.00
5.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 252.00
5.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 336.00
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	35.00%
5.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
5.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
5.2.1.	Metro Markets (two hour minimum)	Per Hour	\$ 211.00
5.2.2.	Electrical CAD LAB	Per Hour	\$ 182.10
5.2.3.	Electrical COMM LAB	Per Hour	\$ 304.18
5.2.4.	Electrical DSGN LAB	Per Hour	\$ 246.61
5.2.5.	Electrical TECH LAB	Per Hour	\$ 302.23
5.2.6.	Electrical PREP LAB	Per Hour	\$ 221.94
5.2.7.	Electrical PM LAB	Per Hour	\$ 304.88
5.2.8.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
5.2.9.		Per Hour	\$ -
5.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

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

Johnson Controls Fire Protection, LP
Nationwide

6. EMERGENCY LIGHTING (CATEGORY 6)

6.1.	EMERGENCY LIGHTING	Unit	Rate
6.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 307.10
6.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 307.10
6.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 460.65
6.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 614.20
6.1.5.	Repair - Telephone Support	Per Hour	NA
6.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 211.00
6.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 168.00
6.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 252.00
6.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 336.00
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	35.00%
6.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
6.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
6.2.1.	Electrical CAD LAB	Per Hour	\$ 182.10
6.2.2.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
6.2.3.	Metro Markets (two hour minimum)	Per Hour	\$ 211.00
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:**

Johnson Controls Fire Protection, LP

Nationwide

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	\$ 307.59
7.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 229.65
7.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 344.48
7.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 615.18
7.1.5.	Repair - Telephone Support	Per Hour	\$ 162.00
7.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 205.00
7.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 162.00
7.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 243.00
7.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 324.00
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	35.00%
7.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
7.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
7.2.1.	Metro Markets (two hour minimum)	Per Hour	\$ 205.00
7.2.2.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
7.2.3.	Electrical TECH LAB	Per Hour	\$ 302.23
7.2.4.	Suppression CAD LAB	Per Hour	\$ 191.52
7.2.5.	Suppression COMM LAB	Per Hour	\$ 229.65
7.2.6.	Suppression DSGN LAB	Per Hour	\$ 268.10
7.2.7.	Suppression TECH LAB	Per Hour	\$ 235.46
7.2.8.	Suppression INST LAB	Per Hour	\$ 229.65
7.2.9.	Suppression PREP LAB	Per Hour	\$ 189.90
7.2.10.	Suppression PM LAB	Per Hour	\$ 307.59

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Johnson Controls Fire Protection, LP

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

Nationwide

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

8.1.	PORTABLE FIRE EXTINGUISHER INSPECTION - SERVICE AND TESTING	Unit	Rate
8.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 144.00
8.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
8.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
8.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ -
8.1.5.	Repair - Telephone Support	Per Hour	\$ -
8.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ -
8.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 133.00
8.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 199.50
8.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 266.00
8.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
8.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
8.1.12.	Materials Mark-up	% of contractor cost	35.00%
8.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
8.1.14.	(Vendors can propose per extinguisher pricing separately from labor rates)	Per Device	\$ -
8.1.15.	Annual Maintenance per extinguisher (seal, collar tag, hazmat label)	Per extinguisher	\$ -
8.1.16.	5 lb. ABC Dry Chemical Extinguisher - 6 year maintenance/recharge	Per extinguisher	\$ -
8.1.17.	10 lb. ABC Dry Chemical Extinguisher - 6 year maintenance/recharge	Per extinguisher	\$ -
8.1.18.	20 lb. ABC Dry Chemical Extinguisher - 6 year maintenance/recharge	Per extinguisher	\$ -
8.1.19.	5 lb. CO2 Extinguisher - 5-year hydrostatic test	Per extinguisher	\$ -
8.1.20.	2.5 gal. PR/Water Extinguisher - 5-year hydrostatic test	Per extinguisher	\$ -
8.1.21.	5 lb. Co2 Extinguisher - recharge	Per extinguisher	\$ -
8.1.22.	10 lb. Co2 Extinguisher - recharge	Per extinguisher	\$ -
8.1.23.	20 lb. Co2 Extinguisher - recharge	Per extinguisher	\$ -
8.1.24.	2.5 gal. PR/Water Extinguisher - recharge	Per extinguisher	\$ -
8.1.25.	45 lb. ABC Dry Chemical Cylinder - 12-year hydrotest (hood system)	Per extinguisher	\$ -
8.1.26.	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 rates)	Per Device	\$ -
8.2.2.	Minimum Charge	Per Hour	\$ 133.00
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:

Johnson Controls Fire Protection, LP
Nationwide

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	\$ 144.00
9.1.2.	Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 133.00
9.1.3.	After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 199.50
9.1.4.	Weekend/Holiday Labor Rate	Per Hour	\$ 266.00
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	35.00%
9.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
9.1.12.	5 lb. ABC Dry Checmical Extingusiter - new	Per Extinguisher	\$ -
9.1.13.	10 lb. ABC Dry Checmical Extingusiter - new	Per Extinguisher	\$ -
9.1.14.	20 lb. ABC Dry Checmical Extingusiter - 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 extenguisher pricing seperately from labor rates)	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:

Johnson Controls Fire Protection, LP

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

Nationwide

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	\$ 307.59
10.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 229.65
10.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 344.48
10.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 615.18
10.1.5.	Repair - Telephone Support	Per Hour	\$ 162.00
10.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 205.00
10.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 162.00
10.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 243.00
10.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 324.00
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	35.00%
10.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
10.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
10.2.1.	Metro Markets (two hour minimum)	Per Hour	\$ 205.00
10.2.2.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
10.2.3.	Electrical TECH LAB	Per Hour	\$ 302.23
10.2.4.	Suppression CAD LAB	Per Hour	\$ 191.52
10.2.5.	Suppression COMM LAB	Per Hour	\$ 229.65
10.2.6.	Suppression DSGN LAB	Per Hour	\$ 268.10
10.2.7.	Suppression TECH LAB	Per Hour	\$ 235.46
10.2.8.	Suppression INST LAB	Per Hour	\$ 229.65
10.2.9.	Suppression PREP LAB	Per Hour	\$ 189.90
10.2.10.	Suppression PM LAB	Per Hour	\$ 307.59

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

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

Johnson Controls Fire Protection, LP
Nationwide

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:

Johnson Controls Fire Protection, LP

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

Nationwide

12. ACCESS CONTROL SYSTEMS (CATEGORY 12)

12.1.	ACCESS CONTROL SYSTEMS	Unit	Rate
12.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 307.10
12.1.1.1.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 307.10
12.1.1.2.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 460.65
12.1.1.3.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 614.20
12.1.1.4.	Repair - Telephone Support	Per Hour	\$ 168.00
12.1.1.5.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 211.00
12.1.1.6.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 168.00
12.1.1.7.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 252.00
12.1.1.8.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 336.00
12.1.1.9.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
12.1.1.10.	Monitoring/Maintenance - Option B	% of system cost	0.00%
12.1.1.11.	Materials Mark-up	% of contractor cost	35.00%
12.1.1.12.	Subcontractor Mark-up	% of subcontractor cost	30.00%
12.1.1.13.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
12.2.	Metro Markets (two hour minimum)	Per Hour	\$ 211.00
12.2.1.	Electrical CAD LAB	Per Hour	\$ 182.10
12.2.2.	Electrical COMM LAB	Per Hour	\$ 304.18
12.2.3.	Electrical DSGN LAB	Per Hour	\$ 246.61
12.2.4.	Electrical TECH LAB	Per Hour	\$ 302.23
12.2.5.	Electrical PREP LAB	Per Hour	\$ 221.94
12.2.6.	Electrical PM LAB	Per Hour	\$ 304.88
12.2.7.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
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:**

Johnson Controls Fire Protection, LP

Nationwide

13. BURGLAR ALARM SYSTEMS (CATEGORY 13)

13.1.	BURGLAR ALARM SYSTEMS	Unit	Rate
13.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 307.10
13.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 307.10
13.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 460.65
13.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 614.20
13.1.5.	Repair - Telephone Support	Per Hour	\$ 168.00
13.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 211.00
13.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 168.00
13.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 252.00
13.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 336.00
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	35.00%
13.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
13.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
13.2.1.	Metro Markets (two hour minimum)	Per Hour	\$ 211.00
13.2.2.	Electrical CAD LAB	Per Hour	\$ 182.10
13.2.3.	Electrical COMM LAB	Per Hour	\$ 304.18
13.2.4.	Electrical DSGN LAB	Per Hour	\$ 246.61
13.2.5.	Electrical TECH LAB	Per Hour	\$ 302.23
13.2.6.	Electrical PREP LAB	Per Hour	\$ 221.94
13.2.7.	Electrical PM LAB	Per Hour	\$ 304.88
13.2.8.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
13.2.9.		Per Hour	\$ -
13.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:**NATIONWIDE/REGION(S)/STATE(S) PROPOSED:**

Johnson Controls Fire Protection, LP

Nationwide

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	\$ 307.10
14.1.1.1.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 307.10
14.1.1.2.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 460.65
14.1.1.3.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 614.20
14.1.1.4.	Repair - Telephone Support	Per Hour	\$ 168.00
14.1.1.5.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 211.00
14.1.1.6.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 168.00
14.1.1.7.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 252.00
14.1.1.8.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 336.00
14.1.1.9.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
14.1.1.10.	Monitoring/Maintenance - Option B	% of system cost	0.00%
14.1.1.11.	Materials Mark-up	% of contractor cost	35.00%
14.1.1.12.	Subcontractor Mark-up	% of subcontractor cost	30.00%
14.1.1.13.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
14.2.	Metro Markets (two hour minimum)	Per Hour	\$ 211.00
14.2.1.	Electrical CAD LAB	Per Hour	\$ 182.10
14.2.2.	Electrical COMM LAB	Per Hour	\$ 304.18
14.2.3.	Electrical DSGN LAB	Per Hour	\$ 246.61
14.2.4.	Electrical TECH LAB	Per Hour	\$ 302.23
14.2.5.	Electrical PREP LAB	Per Hour	\$ 221.94
14.2.6.	Electrical PM LAB	Per Hour	\$ 304.88
14.2.7.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
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:**

Johnson Controls Fire Protection, LP

Nationwide

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	\$ 307.10
15.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 307.10
15.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 460.65
15.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 614.20
15.1.5.	Repair - Telephone Support	Per Hour	\$ 168.00
15.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 211.00
15.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 168.00
15.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 252.00
15.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 336.00
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	35.00%
15.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
15.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
15.2.1.	Metro Markets (two hour minimum)	Per Hour	\$ 211.00
15.2.2.	Electrical CAD LAB	Per Hour	\$ 182.10
15.2.3.	Electrical COMM LAB	Per Hour	\$ 304.18
15.2.4.	Electrical DSGN LAB	Per Hour	\$ 246.61
15.2.5.	Electrical TECH LAB	Per Hour	\$ 302.23
15.2.6.	Electrical PREP LAB	Per Hour	\$ 221.94
15.2.7.	Electrical PM LAB	Per Hour	\$ 304.88
15.2.8.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
15.2.9.		Per Hour	\$ -
15.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Johnson Controls Fire Protection, LP

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

Nationwide

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	\$ 168.00
16.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 211.00
16.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 168.00
16.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 252.00
16.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 336.00
16.1.10.	Monitoring/Maintenance - Option A Per Dialer - (Excludes Point to Point)	Per Device/Per Month	\$ 70.00
16.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
16.1.12.	Materials Mark-up	% of contractor cost	35.00%
16.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
16.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
16.2.1.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
16.2.2.	Sprinkler service rate (non-Union)	Per Hour	\$ 139.00
16.2.3.	Sprinkler service rate (Union) – not to exceed	Per Hour	\$ 168.00
16.2.4.	Sprinkler service rate (Metro areas*)	Per Hour	\$ 194.00
16.2.5.	Sprinkler service rate (Metro areas*)	Per Hour	\$ 194.00
16.2.6.	Fire Extinguisher/Emergency Light/Kitchen Hood service rate	Per Hour	\$ 133.00
16.2.7.	Fire Extinguisher/Emergency Light/Kitchen Hood service rate (Metro areas*)	Per Hour	\$ 144.00
16.2.8.	Special Hazard/Engineered Suppression Systems	Per Hour	\$ 162.00
16.2.9.	Special Hazard/Engineered Suppression Systems (Metro areas*)	Per Hour	\$ 205.00
	Electronic Fire Alarm/Security/Access Control/CCTV systems service rate	Per Hour	\$ 168.00
16.2.10.	Electronic Fire Alarm/Security/Access Control/CCTV systems service rate (Metro areas*)	Per Hour	\$ 211.00

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
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 - 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.

ATTACHMENT D STATE SOLICITATION

99SWC-S1820

NevadaEPro Bid Solicitation Summary



State of Nevada

ORGANIZATION

Organization Statewide Contracts
 Address 515 E Musser St Ste 300
 Purchasing Division
 Carson City, NV 89701

Purchaser Nancy Feser
 Info Contact Nancy Feser; nfeser@admin.nv.gov

DEPARTMENT

Department SWC
 Bill-to-Address Various Locations Throughout the State
 State of Nevada
 Various, NV 00000

Ship-to-Address Various Locations Throughout the State
 State of Nevada
 Various, NV 00000

BID INFORMATION

Description NASPO - Security and Fire Protection Services

Bulletin Desc. 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

Bid Number 99SWC-S1820 Bid Opening Date 02/23/2023 2:00 PM
 Bid Type Open Market Type Code
 Alternate Id Fiscal Year 2023
 Available Date 12/21/2022 8:00 AM

Pre-Bid In lieu of a Pre - Bid Conference, vendors may submit questions during the Q & A period of this bid under the Q & A tab until 01/11/2023

Attachments 99SWC-S1820 Cost Schedule 2022-12-19.xlsx
 99SWC-S1820 Scope of Work 2022-12-19.docx
 99SWC-S1820 Security and Fire Protection RFP 2022-12-19.docx
 Attachments for Signature~6.pdf
 Illinois - Terms and Conditions.pdf
 Insurance Schedule~7.docx
 Montana - Terms and Conditions .pdf
 NASPO Security and Fire Protection Services - Hawaii - Terms and Conditions.pdf
 NASPO ValuePoint Terms and Conditions 2022-12-19.docx
 Proposed Staff Resume~8.docx
 Quote Instructions.pdf
 Reference Questionnaire~8.docx
 State of Nevada Terms and Conditions for Services 2022-12-19.docx

AMENDMENTS

Amendment No.	Amendment Date	Amendment Notes
1	01/27/2023 7:59 AM	This amendment shall be part of RFP 99SWC-S1820 regarding the Q & A. Refer to the Q & A tab for the posted answers.

ITEMS

Item	Description	Quantit	Unit	Unit Price	Total
1.000	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	1.00	EA		

99SWC-S1820

Bid Questions & Answers

99SWC-S1820 Bid Questions and Answers

Q#	Subject	Question	Answer
1	State Area of Work	If our company will only provide services in Southern Nevada, and not the entire state are we still able to provide a bid?	Yes, a vendor can propose only a specific region of Nevada (Northwestern, Southern, Rural), other potential using entities may require complete coverage of their State in a Participating Addenda.
2	Out Of State Bidding	&#8203;I have a question regarding our state and this RFP. Wisconsin is the state that posted that they would be adding to this. &#8203; &#8203;We are not licensed to do business in the state of Nevada. However we are licensed for the state of Wisconsin. &#8203; &#8203;How do we go about submitting this document to the State of Nevada, if we are only looking to then participate for Wisconsin. &#8203; &#8203;A main requirement of one of the sub sections is to be licensed for business in the state of Nevada.	A Nevada Business License is not required to submit a proposal or receive award of a NASPO ValuePoint Master Agreement. A Nevada Business License is required to be awarded a Participating Addendum in Nevada. Other participating entities may have business or other licensing requirements as part of a Participating Addendum.
3	Section Bidding	How do we properly identify that we are only bidding certain sections.	The Technical Proposal should have sections that clearly explain what scopes of work and areas of service being proposed.
4	Category	What category would Airport Exit Lanes/Breach Control fall under?	This is not necessarily part of the scope of this solicitation, but you are encouraged to add where you deem appropriate.
5	Resellers	Are authorized resellers allowed on the contract? If so, are the purchase orders/payments directly to the authorized reseller?	Yes, authorized resellers are allowed under a Master Agreement and can have purchase orders/payments issued directly to them. A Participating Addendum may limit reseller participation for that entity. Authorized resellers must comply with all master agreement and participating addenda term and conditions.
6	State of Nevada T&C's	Section 3.9.2 and 3.9.3. These requirements are difficult to comply with. In a case where we have a service call that we need to reply to in minimum time, we would need to estimate and receive approval for travel fees before dispatching a tech. That could severely delay response times. Please clarify.	If a vendor cannot explicitly agree to a stated requirement, Proposal should clearly state an acceptable alternative. The State is willing to remove the words "on-site" from the response time requirement to allow for travel time to rural and remote areas.
7	NASPO Value Point T&C's	Please clarify the pricing hold for the term of the agreement? We have just gone through an unprecedented increase in labor and materials over a short period of time due to inflation where average wages have increased tremendously. Parts are ok due to applying a mark up over cost, but we need a vehicle to align labor rates annually if rates would continue to increase. Can we add terms in the agreement to cover this type of increase?	RFP section 9.11 is accurate, rates shall be guaranteed for the first two-years. Please see revisions to Attachment A, Section 6.1.1. and 6.1.2, NASPO Value Point Terms and Conditions.
8	Reference Questionnaire	What is the email address the Reference Questionnaires are to be sent to?	The sole point of contact for the RFP as listed on page 1, Nancy Feser at nfeser@admin.nv.gov
9	99SWC-S1820 RFP Section 4.5.2	Section 4.5.2 seems to conflict with a similar section 5.2.2 on the NASPO Value Point Terms and Conditions. Can we please clarify whether we need to negotiate with each entity for the right to increase pricing to cover the fee, or do they need to negotiate to keep an additional fee out of pricing?	A participating entity may elect to adjusted pricing in a Participating Addendum to account for a State imposed fee, but is not required to do so.
10	99SWC-S1820 RFP Section 4.5.5	On section 4.5.5 Our low voltage license does not allow us to inspect fire extinguishers or fire sprinkler systems. We can inspect the modules attached to fire sprinklers, such as water flow or tamper, and we can inspect monitoring modules for dry or wet active systems but the items listed we can not inspect.	Specifically related to section RFP section 4.5.5 and Scope of Work, Section 2.16/Category 16, Inspections and Monitoring; the requirements of Scope of Work section 1.3 are waived. Vendors can submit for less than the full category in Inspections and Monitoring and still be considered for award. Proposal must clearly state vendor capabilities.
11	99SWC-S1820 Scope of Work 1.4.9	Verbiage on section 1.4.9, this is very general and needs to be qualified. Generally an inspection would only allow discovery of issues, not repairs or additional inspections. A maintenance program would cover repairs. To group these items together would be demanding much higher pricing for inspection work.	All of section 1.4.9 is removed from the scope of work. Inspection requirements are addressed in individual category descriptions. Proposals should clearly detail what is included and explicitly excluded from a specific inspection type.
12	99SWC-S1820 Scope of Work Section 1.6 P Category 16	P. Category 16 is to broad for a Low Voltage license. We do not do Fire extinguishers or Fire Sprinkler Systems (plumbing license for the latter) This category needs to be split in two or we would not be able to provide monitoring or inspection pricing.	See response to question 10 above.
13	99SWC-S1820 Scope of Work Section 2.5.5	Section 2.5.5 we can not work on or install Water flow, this is installed by plumbers. We install a monitoring module on the flow and tamper that is purely electronic.	If a vendor feels a specific requirement is incorrectly written or overly specific, please clearly state that in your response, along with the suggested replacement language and the evaluation committee will consider it in their review.
14	99SWC-S1820 Scope of Work Section 2.5.4 H	Section 2.5.4 H similar to above, the tests for flow, tamper and low pressure are done by other trades, we are only monitoring the modules that are reporting the tests	See response to question 13 above.
15	99SWC-S1820 Scope of Work Section 2.12-2.14	Several of the Sections have similar issues for Maintenance and Repair 2.12 Access Control section 2.12.3, 2.12 Burglar Alarm section 2.13.7, 2.14 Surveillance section 2.14.6; sections A, B and C. This restriction is normally held for UL service, and is at a much higher rate than normal service rates. It can be provided, but the costs are very high. On sections B and C, similar to many other businesses, not all equipment is readily available so sections B and C need to have verbiage that aligns to global supply issues.	See response to question 13 above.

99SWC-S1820 Bid Questions and Answers

Q#	Subject	Question	Answer
16	99SWC-S1820 Scope of Work Section 2.16.1 A	2.16.1 A, how is this determined? Is it solely based on equipment function? Are items such as power outages, network issues, and natural disasters are calculated? Normally this requirement is used for IT centric systems that have significant costs to insure reliability. Please clarify.	See response to question 13 above.
17	99SWC-S1820 Scope of Work Section 2.16.2 & 2.16.3	Sections 2.16.2 and 2.16.3 are not covered under a low voltage license, please remove these from this category to allow for monitoring and inspections according to license.	See response to question 10 above.
18	99SWC-S1820 Scope of Work Section 3.4.2	Section 3.4 Penalty, line 3.4.2, can we add terminology for egregious errors carrying the 25% penalty, rather than small errors or system errors. For example, if we did an install for 20000 and an invoice got slightly changed for a tax error, that could be a 5000 penalty. That seems out of line with the intent of the penalty. Or does this penalty only align with each line item on the billing? I would like clarification on this.	Vendors are welcome to propose alternate language as part of their proposal for consideration.
19	99SWC-S1820 Scope of Work Section 3.5.2	Is billing acceptable during the acceptance or burn in period in 3.5.2? in the case of monitoring, there are liabilities that we are accepting and we should be able to actively bill for services during this period.	The Master Agreement would not prevent partial payment for services rendered during acceptance, but this is project specific and would be up to the participating entity.
20	99SWC-S1820 Scope of Work Section 3.6	Please clarify 3.6, travel. This is to be done for each participating buyer?	Travel policies vary by participating entity, travel is to be addressed in a Participating Addendum.
21	RFP Proposal Formatting	The RFP instructions do not include any page limitations for the two major sections of the proposal? Are there any page limitations? The RFP instructions do not include any formatting specifications for the two major sections of the proposal? Are there any formatting specifications for text and/or graphics?	There are not page limits or formatting specifications. The state expects complete yet concise responses.
22	RFP, p. 7 of 10, Section 8.8	3RFP, p. 7 of 10, Section 8.8 Are all offerors being awarded contracts required to have a Nevada business license?	See response to question 2 above.
23	NASPO ValuePoint Ts and Cs. Page 2, Para D.	Is a contractor's license in Hawaii required to bid on the master agreement for intended work in the state of Hawaii or is that requirement sorted at the task order level?	See response to question 2 above.
24	State Terms and Conditions	Under the ?Terms and Conditions? Tab in Nevada EPRO, we are to accept the terms and conditions listed. There are Terms and Conditions listed for NASPO, Nevada, Montana, Illinois and Hawaii. Are the ?State Entity? Terms and Conditions an example of the Participating Addendums to come later on, or, are they part of the ?Master Agreement? to be observed by all other states?	Attached state Participating Addenda are for review purposes only, they are not part of the Master Agreement and are not being agreed to at this time,
25	Contractors License Requirement	Is a state of Nevada contractor's license required for the ?Offeror? to submit a valid bid? If a contractor's license is needed, is there a minimum ?license bid limit? to submit a valid bid.	See response to question 2 above.
26	Scope of Work Document	In the ?Scope of Work? document, Section 1.4.3 requires ?State Certified/Licensed Technician? to perform services. California and Nevada do not have these certifications or requirements like some other states (i.e. Washington) for security installations. May we also use the term ?Factory Certified Technicians??	Vendor must be qualified to provide services in the locations proposed, in accordance with local laws and regulations. In places where state certification does not exist, private certification is encouraged.
27	Scope of Work Document	In the ?Scope of Work? document, Section 1.5.9 it states we need to provide quotes within 48 hours. Most proposals require substantial work to complete and take 2-4 weeks to complete on average. What method should be used to let the end user know what actual time will be required?	"Scope of Work, section 1.5.9 shall be amended to read ""Contractors shall provide acknowledgement within 48 hours of request (unless otherwise approved by Purchasing Entity) for each new or replacement installation as required by a Purchasing Entity. Contractor shall provide a reasonable estimate on quote completion and project timelines where possible. Quotes should offer price differences for lease and purchase options as requested by the Purchasing Entity."" Sections 1.5.10 is shall be amended to read ""Contractors shall provide acknowledgement within 48 hours of request (unless otherwise approved by Purchasing Entity) for maintenance of new and existing systems as required by each Purchasing Entity. Contractor shall provide a reasonable estimate on quote completion and project timelines where possible. Quotes should offer price differences for lease and purchase options as requested by the Purchasing Entity."
28	Scope of Work Document	In the ?Scope of Work? document, in various sections (i.e 2.12.3a, 2.13.7a, 2.14.6a, 2.15.5a) it states we are to respond on site to trouble calls within four (4) hours, including weekends and holidays. Due to distances, traffic and weather this is not attainable. May we suggest removing the words ?on site? from the sentence as we can ?respond? within 4 hours but not always on site.	This requested change is acceptable. In Scope of Work, Sections 2.12.3.A, 2.13.7.A, 2.14.6.A, and 2.15.5.A, the "on site" is removed. Acknowledgement and response must occur within four (4) hours.
29	Nevada T&C's	Are Nevada T&C's included for reference & a PA will be issued following NASPO MSA award or part of the NASPO MSA terms & conditions. Should questions regarding the NV T&C's be issue & negotiated with this RFP or following? Nevada T&C's is only for the State of Nevada not other States or the NASPO MSA?	As listed in RFP section 5.1, Attachments for Review, the "State of Nevada Terms and Conditions for Services" are part of the RFP document as they contain terms and conditions relevant to the solicitation process.

99SWC-S1820 Bid Questions and Answers

Q#	Subject	Question	Answer
30	RFP Term 9.11- NASPO T&C's 6.1.2	RFP 9.11 - "All prices and rates offered shall be guaranteed for the first 2-years of the MSA. Any request for price or rate adjustments following the initial 2 years shall be limited to one request for increase annually thereafter." NASPO T&C's 6.1.1 states - "All prices and rates must be guaranteed for the initial term of the Master Agreement. 6.1.2Following 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." These documents do not match. Please advise which is correct?	See response to question 7 above.
31	Participating State	Nevada, as the lead state issues their MSA, how does that go down chain to Washington State as our participating State?	Nevada will issue Master Agreements to awarded vendors by category and service area. The State of Washington (or other Purchasing Entity) is then be authorized to execute a Participating Addendum under a Master Agreement, authorizing use for governmental entities in that State or Participating Entity at the discretion of their Chief Purchasing Officer or equivalent.
32	In section 4.5 in Terms and Conditions ? Notice of Participating Addendum	How do we receive an executed copy of additional states Participating Addendum we do work in? Please clarify.	After Master Agreements are executed, vendors can approach a potential Participating Entity about executing a Participating Addendum.
33	Section 3.5.7	If a percentage of the system is installed and working, is a percentage of that system allowed to be billed after the 7-day acceptance testing period?	The requirements of Scope of Work section 3.5, Standard of Performance and Acceptance do not prevent progress payments in an ongoing project if agreed to in a specific project.
34	Section 3.5	Is progress billing allowed for equipment delivered on site, and labor milestones completed and approved?	See response to question 34 above.
35	Nevada T&C's vs NASPO T&C's payment terms	Nevada T&C's 5.3.1 states "payments for invoices are normally made within 45 ? 60 days of receipt, providing all required information, documents and/or attachments have been received." NASPO T&C's 6.2 states 30 days. Please clarify if Nevada T&C's is only for the State of Nevada PA or pertain to this NASPO MSA. If for the NASPO MSA, clarify payment terms.	The NASPO ValuePoint Master Agreement Terms and Conditions will take precedence over the State of Nevada Terms and Conditions for Services in Master Agreements.
36	NASPO T&C's 5.6 Canadian Participation	Should a Canadian site choose to participate, how should pricing be submitted (CAD/USD) in the proposal?	For purposes of evaluation, all vendor proposals must be submitted in US currency.
37	NASPO T&C's 6.2 Payment	6.2 Payment - "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." Can we modify to stipulate 30 days after receipt of a correct invoice?	Any proposed redlines should be submitted in a vendor proposal.
38	Scope of Work - Section 4	Can warranty section be removed/edited and updated with our standard warranty language?	See response to question 38 above.
39	Cost Schedule	The cost schedule only has 1 line for monitoring per category. Monitoring can be basic monitoring which would be a set rate or have many additional services added. Can the additional services be submitted to be included in Bid and how?	Yes, additional services can and should be submitted. Each category of the cost proposal includes blank lines for Other Labor Categories. Any items not covered in the itemized listed should be included on these lines. Vendors can add lines to a category if needed.
40	Section 5.3.3 ? Regarding ?detailed sales data?	"Contractor shall, using the reporting tool or template provided by NASPO ValuePoint.? Are we able to view this format previous to being awarded?	Please see the attached NASPO ValuePoint Detailed Sales Reporting Template. These are the data fields but are subject to revision.
41	Participating states and Licensing	The participating states listed did not include Connecticut But Connecticut put out this document via the CT State bidding Portal. Can we submit a bid Only for Connecticut. If the answer is yes do we still need to have a business license for Nevada ?	See response to question 2 above.
42		What type of organizations and/or entities qualify as ?contracting cooperatives? under NASPO's definition? What type of organizations and/or entities qualify as ?contracting cooperatives? under NASPO's definition? What type of organizations and/or entities qualify as ?contracting cooperatives? under NASPO's definition?	NASPO ValuePoint it the cooperative contracting entity for this solicitation. The State of Nevada is the Lead State for this solicitation and will award Master Agreements for use by Participating Entities. Participating entities are defined in the NASPO ValuePoint Master Agreement Terms and Conditions.
43	Participating Entities	The Offeror has provided services for the US Coast Guard, US Air Force, FBI, IRS, Dept of Transportation, etc. Do these entities frequently source contracts thru NASPO	No, NASPO ValuePoint contracts are not used by Federal government agencies.
44	Pricing in different States	Is the Bidder able to provide pricing for different states? If so, should it be added to the additional lines in the category or is there a different location you would like them added?	A proposal is expected to include one set of pricing for all areas proposed. A Master Agreements will establish not-to-exceed pricing. A vendor can agree to lower pricing with a Purchasing Entity in a Participating Addendum, for individual projects, or based on funding source.
45	Evaluation Committee	Can you please clarify if Nevada is the only state on the evaluation committee? If not, please provide which states other than Nevada are part of the evaluation committee.?	The evaluation committee includes members from Nevada and other states. State process does not disclose committee membership details during the RFP period.
46		Is there a pre-defined allowable markup percentage for profit and overhead?	No. However Participating Entities may have a limit as part of a Participating Addendum or individual project.
47		If the Offeror only intends to initially serve Hawaii, will its submitted Cost Schedule also apply to other states covered by the Master Agreement should the Offeror later expand its service area to additional states?	A Master Agreement will be for the categories and areas awarded. See question 44 above regarding pricing.

99SWC-S1820 Bid Questions and Answers

Q#	Subject	Question	Answer
48		The RFP indicates no surcharges are to be added for transportation. The Offeror services multiple islands within the State of Hawaii. Some of these require airline travel for the servicing staff. Will the entity likely be willing to make an exception in its acceptable pricing to cover this incremental cost?	This would be negotiated with the individual state during the Participating Addenda process.
49		The Offeror uses a wide variety of Subcontractors which may differ depending on the project. Will it be necessary for the Offeror to provide signed Attachments for Signature for any and all Subcontractors who may be used on future Hawaii projects?	Per Section 9.7.2 of the RFP Proposal should include a completed Attachments for Signature document for each subcontractor. If additional subcontractors not known at this time are required, an Attachments for Signature packet will be required at that time. A using entity has the right to review/approve a subcontractor.
50		Federally funded projects may require compliance with the Davis Bacon Act and thereby result in higher labor costs than non-Federal projects. Would it be acceptable for the Offeror to submit two different Cost Schedules: 1) Federally funded Projects; 2) All Other Projects?	See response to question 44 above.
51		Is the Offeror allowed to turn down bidding opportunities offered from entities (e.g. if the Offeror cannot meet the project deadline due to other commitments)?	Yes, a vendor may decline an individual project.

99SWC-S1820

Request for Proposals



**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.)

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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 Security and Fire Protection*

*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 Meeting	03/21/2023 – 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 Engagements	20
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.

- The formula for calculating cost points earned for Proposed Costs for Average of Labor and Support Rates is $\text{Lowest Cost} / \text{Offeror's Cost} \times \text{Cost Points Possible}$.
- The formula for calculating cost points earned for Proposed Mark-ups for Materials Mark-ups is $\text{Lowest Mark-up} / \text{Offeror's Mark-up} \times \text{Cost Points Possible}$.
- The formula for calculating cost points earned for Proposed Costs for Average of Extinguisher and Dry Chemical Cylinder Services is $\text{Lowest Cost/Offeror's Cost} \times \text{Cost Points Possible}$.

- 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

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.

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- 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.

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- 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

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- 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

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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

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- 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 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

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- 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 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

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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

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- 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

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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:

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- 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.

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- 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.

99SWC-S1820 SCOPE OF WORK**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

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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.

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State of Nevada
Terms and Conditions for Services

STATE OF NEVADA
TERMS AND CONDITIONS FOR SERVICES

The information contained in this attachment is part of the solicitation and does not need to be returned with a vendor proposal.

1. PROCUREMENT

1.1. AUTHORITY

- 1.1.1. This procurement is conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 1.1.2. Any contract(s) awarded from this solicitation is a “state purchasing contract.”
- 1.1.3. As used herein, “the State” refers to the Executive Department of the State Government of Nevada as the soliciting and awarding entity. Where a solicitation is on behalf of additional users or agencies and/or part of a cooperative solicitation, the term collectively includes those entities as well.

1.2. SINGLE POINT OF CONTACT

- 1.2.1. The single point of contact for a solicitation is identified on page 1.
- 1.2.2. Upon issuance of the solicitation, other employees and representatives of the agencies identified in the solicitation shall not answer questions or otherwise discuss the contents of the solicitation and/or attachments with any prospective vendors or their representatives.
- 1.2.3. Vendors and/or their representatives shall only contact the single point of contract regarding this solicitation until after a notice of award (NOA) has been issued.
- 1.2.4. Failure to observe this restriction may result in disqualification of a proposal per NAC 333.155(3).
- 1.2.5. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

1.3. WRITTEN QUESTIONS AND ANSWERS

- 1.3.1. All questions regarding this solicitation shall be submitted using the Bid Q&A feature in <https://NevadaEPro.com> by the deadline listed in the solicitation timeline.
- 1.3.2. If questions and answers require a material change to the solicitation, an amendment will be posted in NevadaEPro, and acknowledging vendors should receive email notification.
- 1.3.3. To access the Bid Q&A.
 - A. Log into ‘Seller’ account on NevadaEPro.
 - B. Click the ‘Bids’ tab in the header.
 - C. Click ‘View’ under ‘Bid Q&A’ on the appropriate bid in the ‘Open Bids’ section.

1.4. SOLICITATION

- 1.4.1. Proposals shall be presented in a format that corresponds to and references sections outlined in a solicitation and shall be presented in the order requested for ease of evaluation.
- 1.4.2. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy requirements of a solicitation.
- 1.4.3. If a vendor changes any material language, proposal may be deemed non-responsive per NRS 333.311.
- 1.4.4. The State reserves the right to reject any or all proposals received prior to contract award.
- 1.4.5. The State reserves the right to limit the scope of work prior to award, if deemed in the best interest of the State.
- 1.4.6. The State reserves the right to alter, amend, or modify any provisions of this solicitation, or to withdraw this solicitation, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 1.4.7. Proposals may be modified or withdrawn prior to opening. Withdrawals received after opening shall not be considered except as authorized by NRS 333.350(3).
- 1.4.8. Submitted proposals become property of the State, selection or rejection does not affect this right.
- 1.4.9. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend complexity and risk of the project, may be rejected.
- 1.4.10. The State is not liable for any costs incurred by vendors prior to entering a formal contract.
- 1.4.11. Costs of developing a proposal or any other such expenses incurred by a vendor in responding to a solicitation, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 1.4.12. Any person who believes a solicitation contains irregularities, a lack of clarity, unnecessarily restrictive specifications, or unnecessary limits to competition shall notify the single point of contact, in writing, as soon as possible, so that corrective addenda may be furnished in a timely manner to all vendors if appropriate.

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- 1.4.13. The State reserves the right to waive informalities and minor irregularities in proposals received.
- 1.4.14. The State shall not be obligated to accept the lowest priced proposal, however, shall make an award in the best interest of the State after all factors have been evaluated.
- 1.4.15. The evaluation committee may solicit information from any available source concerning any aspect of a proposal and seek and review any other information deemed pertinent to the evaluation process.
- 1.4.16. The State reserves the right to reject any proposal based upon vendor prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 1.4.17. Clarification discussions may, at State sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive.
- 1.4.18. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals.
- 1.4.19. Revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.
- 1.4.20. In conducting discussions there shall be no disclosure of any information derived from proposals submitted by competing vendors.
- 1.4.21. Any modifications made to a proposal during negotiations shall be included as part of the contract.
- 1.4.22. Proposals from employees of the State of Nevada shall be considered in as much as they do not conflict with the State Administrative Manual (SAM), NRS Chapter 281, and NRS Chapter 284.
- 1.4.23. Vendor agrees to provide purchased services at costs, rates and fees as set forth in a proposal submitted in response to a solicitation. No other costs, rates or fees shall be payable to awarded vendor for implementation of proposal.
- 1.4.24. Vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes to function properly on vendor system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show proposed alternative. An acceptable alternative is one the State considers satisfactory in meeting requirements of a solicitation. The State, at its sole discretion, shall determine if a proposed alternative meets the intent of an original solicitation requirement.

- 1.5. MATERIAL MISREPRESENTATION. Vendor understands and acknowledges that representations made in its proposal are material and important and shall be relied on by the State in evaluation of a proposal. Any misrepresentation by a vendor shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

- 1.6. PROPRIETARY INFORMATION/TRADE SECRETS
 - 1.6.1. As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.
 - 1.6.2. If complete responses cannot be provided without referencing proprietary information, such information shall be provided in a separate attachment, cross-referenced to public attachments. Only proprietary information as defined in NRS 333.020(5) can be confidential.
 - 1.6.3. Specific references made to a section, page, and paragraph where proprietary information can be located shall be identified on *Confidentiality and Certification of Indemnification*.
 - 1.6.4. Vendors are required to submit written documentation in accordance with *Confidentiality and Certification of Indemnification* justifying confidential status.
 - 1.6.5. Not conforming to these requirements makes a proposal non-compliant and it may be rejected by the State.

- 1.7. ONLINE BIDDING
 - 1.7.1. Pursuant to NRS 333.313, NevadaEPro, located at <https://NevadaEPro.com>, is the State online bidding system.
 - 1.7.2. All official communication will be through NevadaEPro.
 - 1.7.3. Vendors should check NevadaEPro frequently for matters affecting a solicitation prior to submitting a quote or proposal.
 - 1.7.4. Failure to periodically check for updates does not release a vendor from requirements or information posted.
 - 1.7.5. Failure to flag quote attachments as confidential in NevadaEPro that contain confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.

- 1.8. ELECTRONIC QUOTE
 - 1.8.1. Vendors shall submit quotes or proposals by using 'Create Quote' via NevadaEPro, the State electronic procurement website, located at <https://NevadaEPro.com>.
 - 1.8.2. Refer to *Quote Instructions* attachment in NevadaEPro for instructions on how to submit a Quote.
 - 1.8.3. Vendors shall provide pricing directly in NevadaEPro, or select 'See Quote Attachments' as appropriate.

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- 1.8.4. Quotes or proposals shall be submitted before the date and time specified on bid in NevadaEPro.
- 1.8.5. Vendors may submit their quote or proposal any time prior to the deadline stated in NevadaEPro.
- 1.8.6. If dates/times specified in a document and dates/times specified in NevadaEPro conflict, dates/times in NevadaEPro shall prevail.
- 1.8.7. Quotes or proposals submitted as physical copies, email, or any submission method except NevadaEPro shall not be considered.
- 1.8.8. Vendor quote or proposal documents shall be uploaded as attachments to NevadaEPro quote.
- 1.8.9. Only quotes or proposals submitted through NevadaEPro will be considered for award.
- 1.8.10. Quotes improperly submitted as 'No Bid' in NevadaEPro may not be received by the State or considered for award.
- 1.8.11. Quotes or proposals that are not submitted by the opening date and time shall not be accepted.

2. AWARD

2.1. NOTICE OF INTENT TO AWARD

- 2.1.1. A notice of intent (NOI) shall be issued in accordance with NAC 333.170 notifying proposing vendors of the intent to award a contract to an identified vendor or vendors, pending successful negotiations.
- 2.1.2. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached.
- 2.1.3. All information remains confidential until the issuance of the formal notice of award (NOA).
- 2.1.4. If contract negotiations cannot be concluded successfully, the State upon written notice to all proposing vendors may negotiate a contract with the next highest scoring vendor or withdraw the solicitation.

2.2. NOTICE OF AWARD

- 2.2.1. A notice of award (NOA) shall be issued in accordance with NAC 333.170.
- 2.2.2. Proposing vendors shall be notified via NevadaEPro a contract has been successfully negotiated.
- 2.2.3. Award is contingent upon the successful negotiation of final contract terms.
- 2.2.4. Any non-confidential information becomes available upon written request, and most is available in NevadaEPro.
- 2.2.5. Pursuant to NRS 333.370, the period in which a person who made an unsuccessful proposal may file a notice of appeal commences.
- 2.2.6. Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and NAC Chapter 333.

2.3. CONTRACT EXECUTION

- 2.3.1. If required pursuant to NRS 333.700, contracts shall not be effective unless and until approved by the Nevada State Board of Examiners (BOE).
- 2.3.2. The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170.
- 2.3.3. The contract between the parties shall consist of the solicitation together with any modifications thereto, and the awarded vendor proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence.
 - A. Final executed contract
 - B. Modifications and clarifications
 - C. Solicitation and amendments
 - D. Awarded vendor proposal

- 2.3.4. Specific exceptions to this general rule may be noted in a solicitation or final executed contract.

3. CONTRACT

3.1. THIRD PARTY BENEFICIARIES

- 3.1.1. Using agencies as defined in NRS 333.020(10) and other public entities as defined in NRS 333.469 and 333.470 are intended third party beneficiaries of any contract resulting from this solicitation and may join or use any contract resulting from this solicitation subject to Nevada law.
- 3.1.2. Public entities in other states or jurisdictions may join or use any resulting contract from this solicitation subject to

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cooperative contracting laws in their respective state or jurisdiction.

- 3.1.3. The State is not liable for obligations of any other entity which joins or uses any contract resulting from this solicitation.

3.2. ADMINISTRATIVE FEE

- 3.2.1. The State may implement an administrative fee of not more than 1% on contracts procured or negotiated by the State Purchasing Division for use by State of Nevada agencies pursuant to NRS 333.450.
- 3.2.2. This fee may be assessed over the time of the contract period.
- 3.2.3. Vendors will be provided 30 days written notice before fees are assessed.
- 3.2.4. Fees shall be paid quarterly, 45 days after the close of the quarter, on all purchases under the contract.

3.3. AWARD OF RELATED CONTRACTS

- 3.3.1. The State may undertake or award supplemental contracts for work related to a project or any portion thereof.
- 3.3.2. Contractor shall be bound to cooperate fully with such other contractors and the State in all cases.
- 3.3.3. All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

3.4. DISCRIMINATION

- 3.4.1. The State, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and federal Regulations, hereby notifies all bidders it will affirmatively ensure that for any contract entered into pursuant to this solicitation, all contractors will be afforded full opportunity to submit proposals and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for award.
- 3.4.2. Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.
- 3.4.3. The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

3.5. PROTECTION OF SENSITIVE INFORMATION

- 3.5.1. Confidential personal data shall be encrypted.
- 3.5.2. Any electronic transmission of personal information shall comply with NRS 603A.215 (2 & 3).
- 3.5.3. Sensitive data shall be encrypted in all newly developed applications.

- 3.6. STATE OWNED PROPERTY. Contractor shall be responsible for proper custody and care of any State-owned property furnished by the State for use in connection with performance of a contract and shall reimburse the State for any loss or damage.

3.7. INSPECTION/ACCEPTANCE/COMPLETION OF WORK

- 3.7.1. It is expressly understood and agreed all work done by Contractor shall be subject to inspection and acceptance by the State.
- 3.7.2. Progress inspections and approval by the State shall not forfeit the right to require correction of faulty workmanship or material at any time during work and warranty periods.
- 3.7.3. Nothing contained herein shall relieve Contractor of responsibility for proper installation and maintenance of work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.
- 3.7.4. Prior to completion of all work, Contractor shall remove from premises all equipment and materials belonging to Contractor.
- 3.7.5. Upon completion of the work, Contractor shall leave site in a clean and neat condition satisfactory to the State.

3.8. RIGHT TO PUBLISH

STATE OF NEVADA
TERMS AND CONDITIONS FOR SERVICES

- 3.8.1. All requests for publication or release of any information pertaining to a solicitation and any subsequent contract shall be in writing and sent to the head of the using agency or designee.
- 3.8.2. No announcement concerning award of a contract due to a solicitation can be made without prior written approval of the head of the using agency or designee.
- 3.8.3. As a result of selection of a vendor to supply requested services, the State is neither endorsing nor suggesting the vendor is the best or only solution.
- 3.8.4. Contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with specific advance written authorization of the head of the using agency or designee.
- 3.8.5. Throughout the term of the contract, Contractor shall secure the written approval prior to the release of any information pertaining to work or activities covered by the contract.

3.9. TRAVEL

- 3.9.1. If part of the contract, will follow processes below.
- 3.9.2. All travel shall be approved in writing in advance by the State.
- 3.9.3. Requests for reimbursement of travel expenses shall be submitted on the State claim for travel expense form with original receipts for all expenses.
- 3.9.4. Travel expense form, with original signatures, shall be submitted with Contractor invoice.
- 3.9.5. Contractor shall be reimbursed travel expenses and per diem at rates allowed for State employees at time travel occurs.
- 3.9.6. State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by Contractor for a rental vehicle.

4. FEDERAL LAWS AND AUTHORITIES

- 4.1. CERTIFICATION. Any person who requests or receives a Federal contract, grant, loan, or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.

4.2. COMPLIANCE

- 4.2.1. Federal laws and authorities with which the awarded vendor shall be required to comply, as applicable, are listed here but are not meant to be exhaustive. Awarded vendors are responsible for an awareness of, and compliance with, State and federal laws and regulations. These include, but are not limited to, individual State's prevailing wage laws and regulations that are applicable to a Participating Entity.
- 4.2.2. Archeological and Historic Preservation Act of 1974, PL 93-291
- 4.2.3. Clean Air Act, 42 U.S.C. 7506(c)
- 4.2.4. Endangered Species Act 16 U.S.C. 1531, ET seq.
- 4.2.5. Executive Order 11593, Protection and Enhancement of the Cultural Environment
- 4.2.6. Executive Order 11988, Floodplain Management
- 4.2.7. Executive Order 11990, Protection of Wetlands
- 4.2.8. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
- 4.2.9. Fish and Wildlife Coordination Act, PL 85-624, as amended.
- 4.2.10. National Historic Preservation Act of 1966, PL 89-665, as amended.
- 4.2.11. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended.
- 4.2.12. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended.
- 4.2.13. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans
- 4.2.14. Age Discrimination Act, PL 94-135
- 4.2.15. Civil Rights Act of 1964, PL 88-352
- 4.2.16. Section 13 of PL 92-500, Prohibition against sex discrimination under the Federal Water Pollution Control Act
- 4.2.17. Executive Order 11246, Equal Employment Opportunity
- 4.2.18. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
- 4.2.19. Rehabilitation Act of 1973, PL 93, 112
- 4.2.20. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
- 4.2.21. Executive Order 12549 – Debarment and Suspension
- 4.2.22. Davis-Bacon Act 40 U.S.C. 3141-3148

STATE OF NEVADA
TERMS AND CONDITIONS FOR SERVICES

- 4.2.23. Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708
- 4.2.24. Rights to Inventions Made Under a Contract or Agreement 37 CFR §401.2(a)
- 4.2.25. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
- 4.2.26. Americans With Disabilities Act of 1990, PL 101-336
- 4.2.27. Health Insurance Portability and Accountability Act of 1996, PL 104-191
- 4.2.28. Equal Pay Act of 1963, PL 88-38
- 4.2.29. Genetic Information Nondiscrimination Act, PL 110-233

5. FINANCIAL

- 5.1. TAX EXEMPT. The State shall not be liable for Federal, State, or Local excise taxes per NRS 372.325.

5.2. BILLING

- 5.2.1. The State does not issue payment prior to receipt of goods or services.
- 5.2.2. Contractor shall bill the State as outlined in the approved contract and/or payment schedule.
- 5.2.3. Timeliness of Billing. The State is on a fiscal year calendar, running July 1 through June 30. All billings for dates of service prior to July 1 shall be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August and processed as a stale claim pursuant to NRS 353.097, shall subject Contractor to an administrative fee not to exceed \$100.00. This is the estimate of additional costs to the State for processing the billing as a stale claim and this amount shall be deducted from the stale claim payment due Contractor.

5.3. PAYMENT

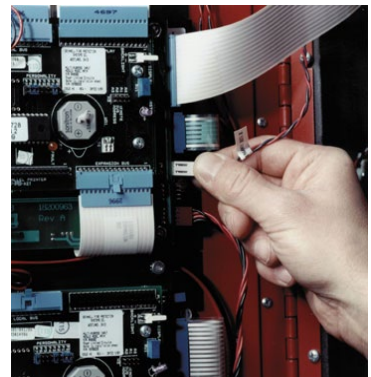
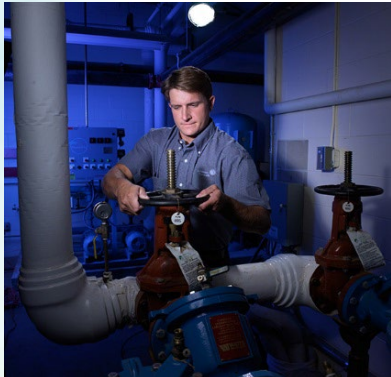
- 5.3.1. Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.
- 5.3.2. Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment, and services electronically, unless determined by the State Controller that electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.
- 5.3.3. Procurement Card Program. Program is issued through a major financial institution and treated like any other major credit card. Using agencies may desire to use card as a method of payment. No additional charges or fees shall be imposed for using card. Please indicate in *Vendor Information Response* if willing to accept this method of payment.

ATTACHMENT E VENDOR PROPOSAL

NASPO ValuePoint

Security and Fire Protection Services Nevada Request for Proposal: 99SWC-S1820

Redacted Technical Proposal



Proposal for:

NASPO ValuePoint
Security and Fire Protection Services
Nevada Request for Proposal: 99SWC-S1820
Redacted Technical Proposal

Submitted to:

Electronic Submission Through NevadaEPro,
<https://NevadaEPro.com>

Date:

February 23, 2023 @ 2:00 PM Pacific Time



Submitted by:

Johnson Controls Fire Protection LP.
6600 Congress Ave,
Boca Raton, FL 33487

Contact Name and Phone Number:

Name: Mr. Thomas Staves
Phone: 443.676.8813
Email: thomas.staves@jci.com

Corporate Address:

Johnson Controls Fire Protection LP.
6600 Congress Ave,
Boca Raton, FL 33487



NASPO ValuePoint
Security and Fire Protection Services
Nevada Request for Proposal: 99SWC-S1820
Redacted Technical Proposal

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NASPO ValuePoint
Security and Fire Protection Services
Nevada Request for Proposal: 99SWC-S1820
Redacted Technical Proposal

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H.	Signature Attachments	5.2.5	

C. Response to Mandatory Minimum Requirements

We understand the RFP requires the following:

8. MANDATORY MINIMUM REQUIREMENTS

10. SUBMISSION CHECKLIST

10.2. TECHNICAL PROPOSAL

C. Response to Mandatory Minimum Requirements

Mandatory Minimum Requirements	Johnson Controls Compliance
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.	Johnson Controls Complies.
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.	Johnson Controls Complies.
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.	Johnson Controls Complies.
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).	Johnson Controls Complies.
8.5. CONTRACT RESPONSIBILITY. Awarded vendor shall be the sole point of contract responsibility. The Lead	Johnson Controls Complies.

Mandatory Minimum Requirements	Johnson Controls Compliance
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.	Johnson Controls Complies with NRS 603A.215 (2 & 3).
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.	Johnson Controls Complies.
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).	Johnson Controls Complies.
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.	Johnson Controls Complies.

D. Response to Critical Items

We understand the RFP requires the following:

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

9.3. NASPO ValuePoint ADMINISTRATIVE FEE AND REPORTING REQUIREMENTS

9.4. PROMOTION OF THE NASPO ValuePoint MASTER AGREEMENT

9.5. INSURANCE SCHEDULE.

9.6. VENDOR BACKGROUND

9.7. SUBCONTRACTORS

9.8. VENDOR STAFF RESUMES

9.9. CUSTOMER SERVICE

9.10. EXCEPTIONS TO TERMS AND CONDITIONS

10.2. TECHNICAL PROPOSAL

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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

Response to Critical Items are included on the following pages:

D.2. NASPO ValuePoint Master Agreement Statement Of Compliance

We understand the RFP requires the following:

9. CRITICAL ITEMS

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.**

Johnson Controls has read and understands the Terms and Conditions included in the NASPO Master Agreement, Please see the attached redline comments. Our team is available to discuss contract implementation.

D.5. Insurance Schedule

We understand the RFP requires the following:

9. CRITICAL ITEMS

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.*

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.

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.

Johnson Controls operates in more than 150 countries around the globe with historical revenues over \$24,000,000,000 annually. Johnson Controls purchases insurance that complies with all applicable regulations, laws, customs, and practices for all US states, territories, possessions, along with most countries in the world. The limits and types of insurance Johnson Controls purchases are in accordance with companies of comparable size.

D.5.2 Ensuring Named Insured Matches The Offeror Business Name

We understand the RFP requires the following:

9. CRITICAL ITEMS

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.**

Our company ensure the named insured will match the Johnson Controls business name.

D.5.1 Insurance Certificate

We have attached Johnson Controls insurance certificate information.

The chart below details our ability to meet the insurance requirements set forth in the RFP.

Insurance Requirement	Johnson Controls Can Comply as Requested
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".	Yes
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".	Yes
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.	Yes
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	Yes

Insurance Requirement	Johnson Controls Can Comply as Requested
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	Yes
1.6. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.	Yes
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.	Yes
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.	Yes
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.	Yes
5. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.	Yes

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 D.6.3.4 Employee Size 10

 D.6.3.4 Website 10

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 D.6.3.6 Client Retention and Growth Rates..... 10

D.6. Vendor Background

D.6.1 Company Overview

We understand the RFP requires the following:

9. CRITICAL ITEMS

9.6. VENDOR BACKGROUND

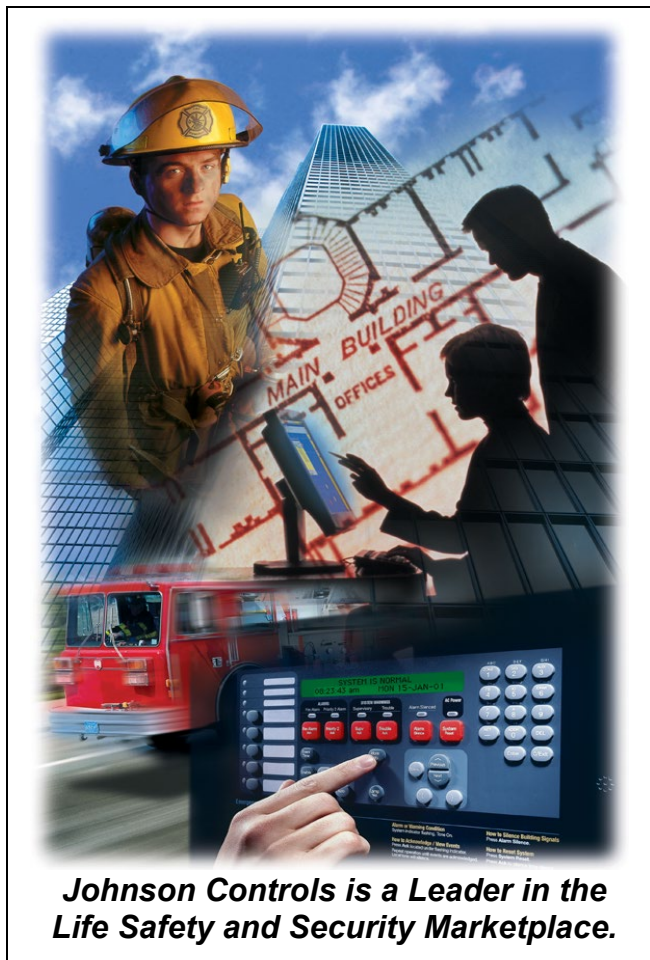
9.6.1. Provide a description of vendor background and history and explain how vendor is qualified to provide the services described in this RFP.

Our organization has a proven track record supporting NASPO members throughout the United States over the past five years. Our company has the experienced personnel, processes and procedures in place to continue to support NASPO.

Every day, Johnson Controls transforms the places and spaces where people live, work, learn and play. Johnson Controls is providing products and services in 90 percent of the world's most iconic buildings. Our global team of over 100,000 experts delivers on our customers' missions in industries such as healthcare, education, data centers and manufacturing. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission, helping you make your goals reality. Our deep industry expertise combined with 135 years of innovation and our leading portfolio of building technology and solutions drives the outcomes that matter most. The following information provides an overview of the three companies who will support the NASPO contract:

- Johnson Controls Fire Protection
- Johnson Controls Inc.
- Johnson Controls Security Solutions

Each of these companies are wholly owned indirect subsidiaries of Johnson Controls



International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). In Fiscal Year 2022, Johnson Controls saw net revenue of \$25.2 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with ~\$42 billion in assets against \$24.7 billion in total liabilities. Total shareholders' equity was \$16.2 billion for FY 2022.

Johnson Controls Fire Protection LP.

Johnson Controls Fire Protection (JCFP) formerly known as SimplexGrinnell is a leading provider of fire protection and life safety systems and services. JCFP is a world-class organization that combines the strength, heritage and excellence of two

longtime industry leaders – Simplex Time Recorder and Grinnell Fire Protection.

JCFP leverages the world-class products and services of our affiliates, such as Ansul, Master Protection/FireMaster, Scott, and Tyco Security Products. Capitalizing on the high quality offerings of these companies, we are capable of providing best-in-class fire protection to virtually any industry.

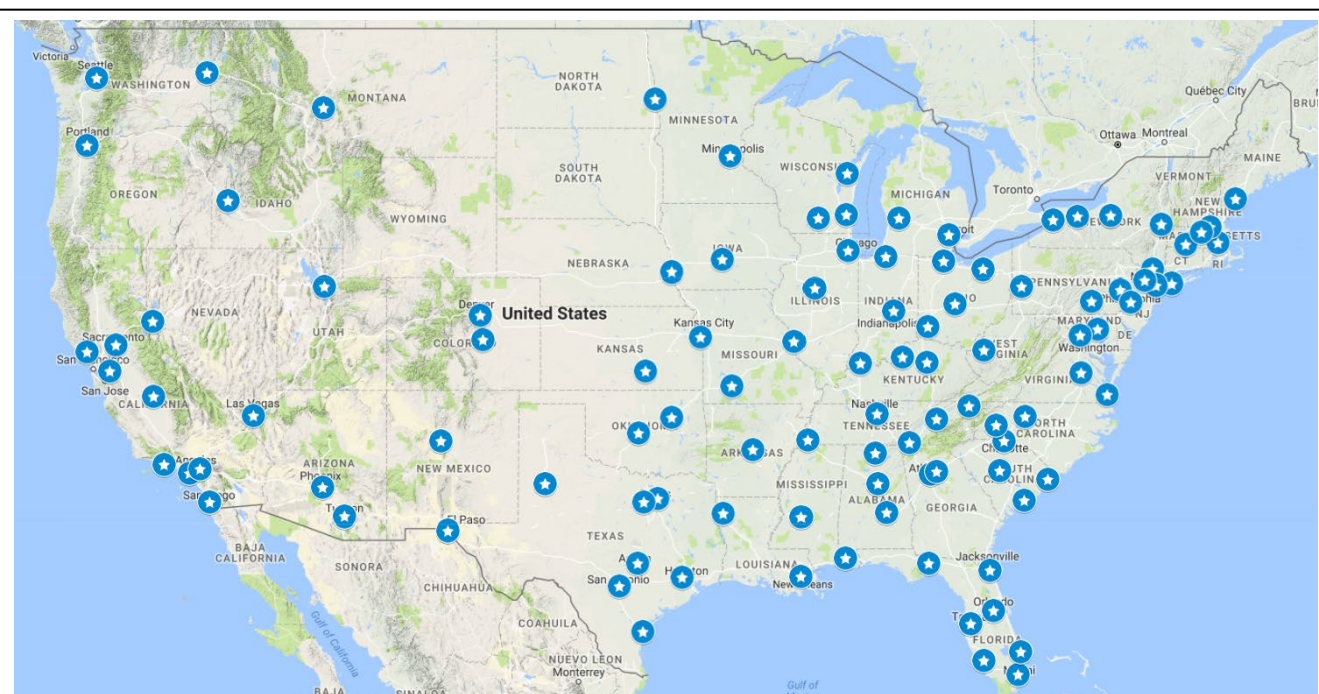
Simplex was founded in 1894 by the inventor of the first practical time clock and was operated as a privately held company for more than a century. Grinnell was established in 1850, and its capabilities grew to encompass design, engineering, manufacturing and installation, as well as system integration, maintenance and inspection services.

Simplex and Grinnell were widely respected for their technology, their expertise, their service organizations, and their ability to

deliver at the local level. Now all of those resources and competencies are available from one unified organization. JCFP offers customers an unprecedented array of best-in-class fire protection systems and services that protect people and property and improve workforce management.

Serving a geographic area that covers all of North America, JCFP is committed to being a single-source provider that delivers unequalled customer service. Our organization features a number of distinguishing competencies:

- Highly reliable, technologically advanced fire, life safety, integrated security, and communications management systems and services.
- A network of company-owned US branch offices enabling Johnson Controls to deliver high-quality systems and services at the local level.
- A services organization staffed by more than 8,900 technicians, installers and



Johnson Controls Fire Protection Owns & Operates Offices Throughout North America

other professionals. Through this organization, Johnson Controls provides 24/7 emergency service and brings customers unrivaled knowledge and expertise in designing, engineering, installing, testing, inspecting, maintaining, servicing and supporting fire detection, fire suppression and other life safety systems.

On September 2, 2016 SimplexGrinnell's parent company Tyco International was merged with Johnson Controls and SimplexGrinnell LP's name was changed to Johnson Control Fire Protection LP. The merger created a new global leader in building products and technology as well as integrated solutions and energy storage.

Last year JCFP served more than one million customers. Service revenue constituted approximately 46 percent, which is a combination of approximately 25 percent in recurring and scheduled maintenance, and 21 percent in time and materials service calls.

Systems Installation constituted about 53 percent of JCFP's revenue, consisting of ~11 percent upgrades/retrofits and ~42 percent in non-prime related installation activities. Revenue from the various market sectors is as follows:

- Suppression: 8 percent
- Sprinkler: 26 percent
- Electronic: 66 percent, including security, fire alarm, nurse call, etc.

The combination of Johnson Controls and Tyco brings together the complementary strengths of two great companies – Tyco's world-class fire, security, life safety and services business with Johnson Controls' building products, technology, integrated solutions and energy storage. This merger

brings together best-in-class technologies, products, installation and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration and energy storage solutions

We truly are combining the best of two great companies, to create the global leader in building products and technology, integrated solutions and energy storage. The new Johnson Controls paints an impressive picture, with 130+ years of innovation and over four million customers.

Johnson Controls Values:

- **INTEGRITY FIRST:** We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make.
- **PURPOSE LED:** We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment.
- **CUSTOMER DRIVEN:** We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions.
- **FUTURE FOCUSED:** Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next'.
- **ONE TEAM:** We are one team, dedicated to working collaboratively together to create the purposeful solutions that propel the world forward.

Johnson Controls, Inc.

Johnson Controls, Inc. (the "Company") is an indirect wholly owned subsidiary and North American operating company of Johnson Controls International plc. Johnson

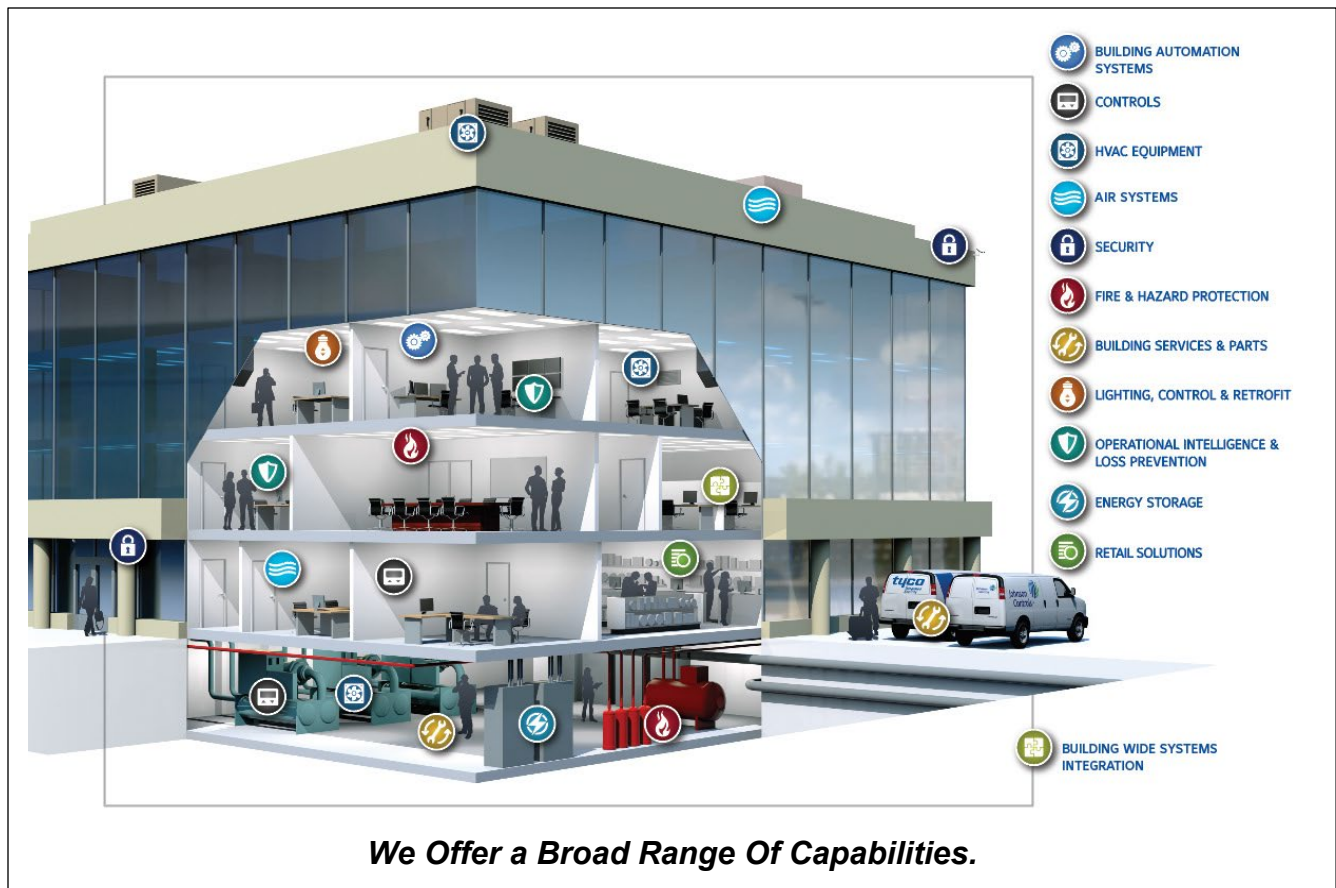
Controls' commitment to providing high quality life safety solutions runs as deep as our resources. As a highly recognized systems integrator, Johnson Controls has unique ties to brands such as Software House access control systems, the Original Equipment Manufacturer (OEM) of the proposed CCure 9000 access control system. Consequently, the Johnson Controls team has factory direct access to TSP's products, pricing, services and support.

Johnson Controls creates intelligent buildings, efficient energy solutions, integrated infrastructure and next generation transportation systems that work seamlessly together to deliver on the promise of smart cities and communities. The Company is committed to helping our customers win and creating greater value for all of its

stakeholders through strategic focus on our buildings and energy growth platforms.

Its parent, Johnson Controls International plc (NYSE: JCI), was formed in 2016 through a merger between Tyco International Ltd. and one of Johnson Controls' subsidiaries. Johnson Controls, Inc. became a subsidiary and the North American operating company of Johnson Controls International plc through a merger that closed on September 2, 2016.

The Building Technologies & Solutions ("BT&S") business is a global market leader in engineering, developing, manufacturing, installing and servicing building products and systems around the world, including HVAC equipment, HVAC controls, energy-management systems, security systems, fire detection systems and fire suppression



solutions. The BT&S business further serves customers by providing technical services (in the HVAC, security and fire-protection space), energy-management consulting and data-driven solutions via its recently launched data-enabled business. Finally, the Company is a North American market leader in residential air conditioning and heating systems and a global market leader in industrial refrigeration products.

Johnson Controls was originally incorporated in the state of Wisconsin in 1885 as Johnson Electric Service Company to manufacture, install and service automatic temperature regulation systems for buildings. Our company was renamed to Johnson Controls, Inc. in 1974. In 1978, the Johnson Controls acquired Globe-Union, Inc., a Wisconsin-based manufacturer of automotive batteries for both the replacement and original equipment markets. Our company entered the automotive seating industry in 1985 with the acquisition of Michigan-based Hoover Universal, Inc. In 2005, the Johnson Controls acquired York International, a global supplier of heating, ventilating, air-conditioning and refrigeration equipment and services. In 2014, the Company acquired Air Distribution Technologies, Inc. (ADTi), one of the largest independent providers of air distribution and ventilation products in North America.

On September 6, 2016, Johnson Controls, Inc. (JCI) and Tyco International plc (Tyco) completed their merger marking a historic turning point for both companies. By uniting Johnson Controls, the number one provider of building efficiency solutions with Tyco International, the number one provider of fire and security solutions, our new company is uniquely positioned as a leader in products, technologies and integrated solutions for the buildings and energy sectors. The merger

brings together best-in-class product, technology and service capabilities across controls, fire, security, HVAC, power solutions and energy storage, to serve various end-markets including large institutions, commercial buildings, retail, industrial, small business and residential.

The combination of Tyco and Johnson Controls buildings platforms provides expanded global reach for established businesses and complementary branch and channel networks. Our innovative capabilities and pipelines involving new products, advanced solutions for smart buildings and cities, value-added services driven by advanced data and analytics and connectivity between buildings and energy storage through infrastructure integration provides us a superior advantage compared to that of other integrators. Johnson Controls designs, produces, installs and services heating, ventilation and AC systems, industrial refrigeration, building management systems, fire and security systems and lastly, mechanical equipment for commercial and residential buildings.

Johnson Controls Security Solutions

Johnson Controls Security Solutions (JCSS) formerly known as Tyco Integrated Security (TycoIS), a business unit of Johnson Controls International Plc., is the leading provider of business security solutions in North America. With 10,000 people dedicated to providing the most advanced business security solutions in North America, JCSS help companies protect their employees, customers, facilities and operations from internal and external threats, and allow business to work smarter through enhanced security management and information management solutions.

JCSS helps protect all kinds of businesses and organizations, including hospitals,

banks, educational campuses, government buildings, manufacturing and distribution centers, food and beverage facilities, pharmaceutical companies, transportation and logistics, and retail stores. We secure businesses that operate out of a single location, as well as complex nationwide enterprises. Across these industries and many more, we help businesses meet their regulatory and compliance requirements, and provide integrated security and life safety solutions that help them run not just safer, but sharper too.

Our products and solutions help protect:

- 80% of the world's top 200 retailers.
- Over 1,000,000 fire fighters around the world.
- 90% of the top 50 oil and gas companies do business with JCSS.
- Our integrated solutions are in more than 300 international airports.
- We protect 100+ major stadiums around the world.
- We secure, monitor and service hundreds of Fortune 500 companies globally.
- Our products are in 200+ hospitals around the world.

JCSS offers a breadth of experience that is unmatched in the commercial security industry. With a history dating to 1874, and headquartered in US in Boca Raton, FL, and Canada in Mississauga, ON, we trace our beginning to the roots of the North American commercial security market.

Formerly known as ADT Business Solutions, JCSS became an independent company in 2012. As a business unit of Johnson Controls, the company is focused exclusively on providing security solutions for the commercial, retail, industrial and governmental markets.

JCSS integration of business security solutions spans the full spectrum of products and services, provides business of all sizes with the intelligent security solutions to help protect assets and create safer workplaces for employees and customers.

JCSS is comprised of more than 10,000 business security specialists in nearly 200 offices throughout North America. The JCSS team has a passion to advance commercial security, making it a priority to exceed expectations through superior service delivery, world-class talent and applied technological innovation.

JCSS provides video surveillance, fire and burglar event monitoring, access control, asset and people management products and services to companies in virtually every segment of the U.S. business economy, as well as governmental agencies at the federal, state and local levels. Its security solution offerings help protect hospitals, banks, educational campuses, government buildings, manufacturing and distribution centers, food and beverage facilities, pharmaceutical companies, transportation and logistics networks, and retail stores, allowing these organizations to address their security solutions as well as regulatory and compliance requirements.

JCSS offers the following products and services within North America:

- Audio Recording Systems
- Burglar Alarm Systems
- Business Intelligence Systems
- Business Security Systems
- CCTV and IP Video Systems
- Commercial Security Systems
- Corporate Security Solutions
- Integrated Security Management Solutions
- Emergency Notification Systems
- Fire and Life Safety Systems

- Intercom Systems
- Design, Engineering & Integration
- Loss Prevention Solutions
- Food Safety Solutions
- Government Security
- Hosted Access Control
- Inventory Management Solution
- Managed Access Control
- Managed Video Services
- Mobile Security Management
- Open/Close Schedule Monitoring
- Perimeter Security
- Physical Access Control
- Asset Tracking Systems
- Physical Security Information Management (PSIM)
- Professional Services
- Remote Video Escort Services
- Retail Security
- RFID Security
- School Security
- Traffic Intelligence
- Video Surveillance Solutions
- Intrusion Detection Systems
- Electronic Access Control Systems
- Electronic Article Surveillance
- Software and Data Services
- Security Management
- Transportation & Logistics Solutions
- Video Analytic Solutions
- Video Management Software
- Virtual Guard Tours
- Visitor Management Systems

JCSS delivers best-in-class business security solutions by providing:

- A comprehensive range of integrated security solutions, including managed and hosted services that can help protect a wide range of assets.
- A consultative approach with a deep understanding of each business security needs.

- A commitment to offer security solutions that can help produce a range of benefits, including improved productivity, cost savings and enhanced control.
- A complete customer support system after our solutions are installed, including monitoring options, maintenance agreements, warranty programs, ongoing software service, tech support and more.

Our robust business model includes:

- A full service offering of design, installation, maintenance, monitoring and security personnel.
- Dedicated Solutions & Design Management team that works to ensure technology is properly applied and effectively integrated.
- Our Project Managers, Technicians and Engineers are highly qualified with certifications from the industry's leading vendors and partners.
- We have Microsoft Certified Systems Engineers (MCSE) Microsoft Certified Project Specialists (MCPS), Microsoft Certified Professional in Systems Integration (MCPSI).

D.6.1.1 How Vendor Is Qualified To Provide The Services Described In This RFP

Thousands of organizations throughout North America choose Johnson Controls to install, integrate, upgrade and service their fire safety systems.

Our trained service technicians can support a wide variety of security and life safety solutions and technologies. There is no substitute for our quality, knowledge, commitment, experience and best practices.

- **End-to-End Capabilities:** We partner with each customer across their buildings' lifecycle – design, financing,

construction, maintenance, and management.

- **Depth of Experience:** We are world leaders in building technology and solutions, bringing to every project proven expertise earned in support of millions of customers.
- **Local Footprint:** We own and operate local offices across North America. Our service personnel live and work in the communities we service. As such, we can provide responsive service and support.
- **Trusted Partner Programs:** Johnson Controls amplifies our own capabilities by partnering with other industry leaders, and proven subcontractors – working seamlessly to provide best value solutions.
- **Continuous Innovation:** Johnson Controls pushes digital technology forward every day, delivering innovations, including Artificial Intelligent (AI) enabled solutions to ensure optimal system operations.
- **Impactful Sustainability:** Our experienced teams help our customers increase energy efficiency and reduce water usage. We have a proven track record with award-winning sustainability efforts.
- **Custom Service:** Johnson Controls can customize a range of service offerings in our portfolio to meet specific maintenance, service, training, professional services requirements, safety priorities and budget. We will put together a custom offering based on key needs.
- **End-To-End Safety –** can assure the effective operation of all building safety systems. One phone call can safeguard security, communication, fire and life safety systems.

- **Service Beyond Products –** Unparalleled selection of test and inspection services, preventative maintenance, 24/7 emergency services supporting multiple technologies and vendors.
- **Professional, Certified Technicians –** A large number of our technicians have worked for our organization for many years.

D.6.2 Length Of Time In Business To The Public And/Or Private Sector

We understand the RFP requires the following:

9. CRITICAL ITEMS

9.6. VENDOR BACKGROUND

- 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.*

Johnson Controls Fire Protection LP, (f/k/a SimplexGrinnell) was formed in Wilmington, Delaware on March 7, 2001. Johnson Controls Fire Protection LP. is a world-class organization that combines the strength, heritage and excellence of two longtime industry leaders – Simplex Time Recorder and Grinnell Fire Protection that have been in business for more than 100 years.

Johnson Controls has broad experience as a prime contractor to the public and/or private sector with life safety, fire, and security systems integration design, development, manufacture, installation, and support. Our fire suppression, fire detection, and HVAC systems are integrated into newly constructed facilities as well as existing client locations across the globe. We offer the following capabilities:

- turnkey solution provider of life safety systems
- prime contractor

- installer
- manufacturer, and
- service provider

Our efforts have included interfacing with a range of other businesses and agencies on large projects including the following:

- Subcontractors
- Architectural Firms
- Electrical Contractors
- Consultants
- Contractors
- Engineering Firms
- Mechanical Contractors
- Civil Design Services
- Inspectors

D.6.3 Vendor Profile

We understand the RFP requires the following:

9. CRITICAL ITEMS

9.6. VENDOR BACKGROUND

9.6.3. Vendor Profile

- Company full legal name
- Primary business address
- Describe company ownership structure
- Employee size (number of employees)
- Website
- Sales contact information
- Client retention and growth rates during the past three years

D.6.3.1 Company Full Legal Name

Johnson Controls Fire Protection LP.

D.6.3.2 Primary Business Address

6600 Congress Ave,
Boca Raton, FL 33487

D.6.3.3 Company Ownership Structure

Johnson Controls Fire Protection LP, (f/k/a SimplexGrinnell), a wholly-owned, indirect

subsidiary of Johnson Controls International (JCI) is a **limited partnership** formed in Wilmington, Delaware on March 7, 2001.

D.6.3.4 Employee Size

Johnson Controls Fire Protection employed 9,451 employees at the end of fiscal year 2022. JCFP is part of Johnson Controls International - a geographically and culturally diverse company with over 100,000 employees in more than 150 countries.

D.6.3.4 Website

www.johnsoncontrols.com.

D.6.3.5 Sales Contact Information

Mr. Thomas Staves
Johnson Controls, Inc.
Program Manager | Cooperative & GPO Contracts
443.676.8813
thomas.staves@jci.com

D.6.3.6 Client Retention and Growth Rates

G. Client retention and growth rates during the past three years

For fiscal year 2022, Johnson Controls acquired approximately 16,000 new customers. Please note our corporate definition of a "new customer" for tracking purposes is any customer we have not performed work for in over five years. Our customer retention data lists 77 percent of our fiscal year 2022 customers were repeat customers, meaning they purchased services from Johnson Controls within the previous five years. "We believe 2021 and 2020 data regarding retention and growth rates are similar.

D.7. Subcontractors

We understand the RFP requires the following:

9. CRITICAL ITEMS

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*

Johnson Controls may use subcontractors from time to time for various work under the NASPO Value Point contract. It is possible any one of our 120+ Johnson Controls offices could potentially perform work under the NASPO Value Point contract. As such, we cannot predict which subcontractors our team may use on a future project. We may subcontract electrical contractors and/or other specialty subcontractors for work such as painting and patching, locksmith work, etc. Our organization uses formal processes to select subcontractors depending upon the required work. We will be able to provide the requested subcontractor information on a project-by-project basis.

Contract

- 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.*

Johnson Controls will provide information regarding contractual arrangements for any of our subcontractors once we have selected a subcontractor for use on a specific NASPO Value Point project.

Specific Requirements Performed by Subcontractor

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

Specific Requirements Performed by Subcontractor	How Johnson Controls Will Maintain the Subcontractor Compliance
A. How the work of any subcontractor(s) shall be supervised	Johnson Controls' lead on-site person will be responsible for supervising subcontractor personnel.
B. How channels of communication shall be maintained	Our local branch office personnel will maintain regular communication with our subcontractors.
C. How compliance with contract terms and conditions will be assured	All NASPO contract terms will flow down and will be applicable to any subcontractors utilized during the execution of a NASPO Value Point project.
D. Previous experience with subcontractor(s)	Johnson Controls will provide information regarding our past experience with subcontractors once we have selected a subcontractor for use on a specific NASPO Value Point project.
E. Confirm a willingness to provide the full subcontract between the vendor and subcontractor(s) for review if requested by a Purchasing Entity	Confirm

D.8. Vendor Staff Resumes

We understand the RFP requires the following:

9. CRITICAL ITEMS

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.

Please see key personnel resumes included in Section F entitled "Proposed Staff Resumes".

D.10. Exceptions To Terms And Conditions

We understand the RFP requires the following:

9. CRITICAL ITEMS

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.

Exceptions are submitted in the Section D.2.

E. Response to Scope of Work

We understand the RFP requires the following:

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.
 - 10.2. 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
5. ATTACHMENTS
 - 5.2. **PROPOSAL ATTACHMENTS. To be completed and returned.**
 - 5.2.1. **99SWC-S1820 Scope of Work**
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.

Questions and Answers:

Item 3

Question How do we properly identify that we are only bidding certain sections?

Response: The Technical Proposal should have sections that clearly explains what scopes of work and areas of service being proposed.

Item 13 - 99SWC-S1820 Scope of Work Section 2.5.5

Question: Section 2.5.5 we can not work on or install Water flow, this is installed by plumbers. We install a monitoring module on the flow and tamper that is purely electronic.

Response: If a vendor feels a specific requirement is incorrectly written or overly specific, please clearly state that in your response, along with the suggested replacement language and the evaluation committee will consider it in their review.

Item 18 - 99SWC-S1820 Scope of Work Section 3.4.2

Question: Section 3.4 Penalty, line 3.4.2, can we add terminology for egregious errors carrying the 25% penalty, rather than small errors or system errors. For example, if we did an install for 20000 and an invoice got slightly changed for a tax error, that could be a 5000 penalty. That seems out of line with the intent of the penalty. Or does this penalty only align with each line item on the billing? I would like clarification on this.

Response: Vendors are welcome to propose alternate language as part of their proposal for consideration.

Item 10 - 99SWC-S1820 Scope of Work Section 4.5.5

Question: On section 4.5.5 Our low voltage license does not allow us to inspect fire extinguishers or fire sprinkler systems. We can inspect the modules attached to fire sprinklers, such as water

flow or tamper, and we can inspect monitoring modules for dry or wet active systems but the items listed we can not inspect.

Response: *Specifically related to section RFP section 4.5.5 and Scope of Work, Section 2.16/Category 16, Inspections and Monitoring; the requirements of Scope of Work section 1.3 are waived. Vendors can submit for less than the full category in Inspections and Monitoring and still be considered for award. Proposal must clearly state vendor capabilities.*

Item 11 - 99SWC-S1820 Scope of Work Section 1.4.9

Question: *Verbiage on section 1.4.9, this is very general and needs to be qualified. Generally an inspection would only allow discovery of issues, not repairs or additional inspections. A maintenance program would cover repairs. To group these items together would be demanding much higher pricing for inspection work.*

Response: *All of section 1.4.9 is removed from the scope of work. Inspection requirements are addressed in individual category descriptions. Proposals should clearly detail what is included and explicitly excluded from a specific inspection type.*

Does not have any exceptions to the scope of work. The NASPO "Scope of Work" document is attached.

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.

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- 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

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- 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

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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

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- 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 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

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- 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

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- 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

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- 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

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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:

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- 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.

99SWC-S1820 SCOPE OF WORK**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.

G. Other Informational Material

We understand the RFP requires the following:

- 10. SUBMISSION CHECKLIST
- 10.2. TECHNICAL PROPOSAL
- G. Other Informational Material

G.1 Business References and Reference Questionnaire

We understand the RFP requires the following:

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.

Our team sent Reference Questionnaires to business reference contacts.

H. Signature Pages

We understand the RFP requires the following:

C. MANDATORY SUBMISSION REQUIREMENTS

5. ATTACHMENTS

5.2. PROPOSAL ATTACHMENTS. To be completed and returned.

5.2.5. Attachments for Signature

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

All signature Pages are submitted as a separate file.

VENDOR INFORMATION RESPONSE

Vendors shall complete and return this form in their proposal.

If the proposal includes subcontractors, form must be completed for each subcontractor as well.

1. VENDOR CONTACT INFORMATION

1.1 COMPANY NAME AND CONTACT INFORMATION:

The information provided in the table below shall be used for development of the contract, if awarded.

Requested Information	Response
Company Name:	Johnson Controls Fire Protection LP.
Company Street Address:	6600 Congress Ave,
City, State, Zip Code:	Boca Raton, FL 33487
Telephone Number, including area code:	(561) 705 - 0168
Toll Free Number, including area code:	(877) 330 -7404
Email Address:	www.johnsoncontrols.com

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

Requested Information	Response
Name:	Mr. Thomas Staves
Title:	Program Manager, Cooperative & GPO Contracts
Address:	705 Digital Drive
City, State, Zip Code:	Linthicum, MD 21090
Email Address:	thomas.staves@jci.com
Telephone Number, including area code:	443.676.8813
Toll Free Number, including area code:	

VENDOR INFORMATION RESPONSE

2. VENDOR INFORMATION**2.1** Vendors shall provide an overall company profile in the following table:

Question	Response
Company Name:	Johnson Controls Fire Protection LP.
Ownership (sole proprietor, partnership, etc.):	Limited Partnership
State of Incorporation:	Delaware
Date of Incorporation:	March 7, 2001
# of years in business:	22 Years
List of top officers:	Robert J. Stoppek - President; Heather Brown – Vice President and Secretary Alcindor Shaw – Vice President and Treasurer
Location of company headquarters, to include City and State:	6600 Congress Ave, Boca Raton, FL 33487
Location(s) of the office that shall provide the services described in this RFP:	120 Nationwide offices.
Number of employees locally with the expertise to support the requirements identified in this RFP:	9,451
Number of employees nationally with the expertise to support the requirements in this RFP:	9,451
Location(s) from which employees shall be assigned for this project:	120 Nationwide offices.

2.2 VENDOR LICENSING

2.2.1 Please be advised: Pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

2.2.2 The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS 76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>.

Question	Response		
Nevada Business License Number:	2000743-240		
	State	District Office	License id
	NV	Las Vegas NV (435)	LIC 696
	NV	Reno NV (Sparks - 454)	0146
	NV	Reno NV (Sparks - 454)	19-00004178
	NV	Reno NV (Sparks - 454)	17759
	NV	Las Vegas NV (435)	2000743-240
	NV	Las Vegas NV (435)	2000099-165_
	NV	Las Vegas NV (435)	2000099-165
	NV	Norfolk VA (295)	Cumberland

VENDOR INFORMATION RESPONSE

	NV	Elko NV (456)	3018	
	NV	Reno NV (Sparks - 454)	1510	
	NV	Reno NV (Sparks - 454)	52802	
	NV	Reno NV (Sparks - 454)	BL01-1365	
	NV	Las Vegas NV (435)	2003301440	
	NV	Las Vegas NV (435)	70703	
	NV	Reno NV (Sparks - 454)	06243	
	NV	Reno NV (Sparks - 454)	18-719	
	NV	Las Vegas NV (435)	NLS-C11-10364-B-010297	
	NV	Reno NV (Sparks - 454)	03063-1	
	NV	Las Vegas NV (435)	18003	
	NV	Reno NV (Sparks - 454)	18430	
	NV	Las Vegas NV (435)	0053679	
	NV	Las Vegas NV (435)	SBPC-08-08-28-0093	
	NV	Las Vegas NV (435)	0053672	
	NV	Reno NV (Sparks - 454)	E306,E70,F325,G424, I67,J54,GU898	
	NV	Las Vegas NV (435)	E302,E68,F324,G422,GU8 56	
	NV	Las Vegas NV (435)	J 6747 CP	
	NV	Reno NV (Sparks - 454)	000402	
	NV	Reno NV (Sparks - 454)	R109055A-LIC	
	NV	Reno NV (Sparks - 454)	S054877A-LIC	
	NV	Reno NV (Sparks - 454)	NV20011155948	
	NV	Reno NV (Sparks - 454)	68-0373	
	NV	Reno NV (Sparks - 454)	68-0383	
	NV	Reno NV (Sparks - 454)	12850	
	NV	Reno NV (Sparks - 454)	W12857A-LIC	
	NV	Reno NV (Sparks - 454)	437	
	NV	Reno NV (Sparks - 454)	9786	
	NV	Elko NV (456)	1763	
	NV	Reno NV (Sparks - 454)	9220	
	NV	Reno NV (Sparks - 454)	Yerington	
	Legal Entity Name:		Johnson Controls Fire Protection LP.	
Is the Legal Entity Name the same name as vendor is Doing Business As (DBA)?		Yes	☒	No ☐
If the answer is 'No', provide explanation below:				

VENDOR INFORMATION RESPONSE

2.3 STATE OF NEVADA EXPERIENCE

Question	Response			
Has the vendor ever been engaged under contract by any State of Nevada agency?	Yes	☒	No	☐

2.3.1 If 'Yes', complete the following table for each State agency for whom the work was performed.

2.3.2 Table can be duplicated for each contract being identified.

Question	Response
State Agency Name:	Washoe County, Nevada
State Agency Contact Name:	Ms. Apryl Ramage
Dates Services Were Performed:	September 2022/ December 2022 / March 2022 / June 2022 (Quarterly Inspections)
Type of Duties Performed:	Fire Alarm, Fire Alarm Monitoring, Fire Sprinkler, Extinguishes, Kitchen Hood, Gas Suppression, Backflow Preventers
Total Dollar Value of the Contract:	\$207,719

Question	Response
State Agency Name:	State of Nevada Buildings and Ground
State Agency Contact Name:	Mr. Michael Johnson
Dates Services Were Performed:	May 2022 / August 2022 / November 2022 / February 2022 (Quarterly Inspections)
Type of Duties Performed:	Fire Alarm, Fire Alarm Monitoring, Fire Sprinkler, Extinguishes, Kitchen Hood, Gas Suppression, Backflow Preventers
Total Dollar Value of the Contract:	\$74,804

Question	Response
State Agency Name:	Nevada State Board of Medical Examiners
State Agency Contact Name:	Ms. Laurie Munson
Dates Services Were Performed:	June 2022(Quarterly Inspections)
Type of Duties Performed:	Fire Alarm, Fire Alarm Monitoring, Intrusion Monitoring, Fire Sprinkler, Extinguishers, Backflow Preventers
Total Dollar Value of the Contract:	\$2,205.00

VENDOR INFORMATION RESPONSE

2.4 CURRENT OR FORMER EMPLOYEE

Question	Response			
Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?	Yes	☐	No	☒
If 'Yes', please explain when the employee is planning to render services; i.e., while on annual leave, compensatory time, or on their own time?				

- 2.4.1 If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response to this RFP, and specify the services that each person shall be expected to perform.

2.5 PRIOR OR ONGOING CONTRACTUAL ISSUES

- 2.5.1 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity.
- 2.5.2 Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP shall also be disclosed.

Question	Response			
Does any of the above apply to your company?	Yes	☐	No	☒

- 2.5.3 If 'Yes', please provide the information in the table below.

- 2.5.4 Table can be duplicated for each issue being identified.

Question	Response	
Date of alleged contract failure or breach:	N/A	
Parties involved:		
Description of the contract failure, contract breach, or litigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

VENDOR INFORMATION RESPONSE

3. PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD

Using agencies may desire to use a Procurement Card as a method of payment to vendors.

PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD			
Question	Response		
Please indicate if you will accept this method of payment?	Yes	☒	No ☐

4. NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION

Requested Information	Response
Name:	Duane Jenkins
Title:	VP Service Sales

4.1 SIGNATURE OF INDIVIDUAL AUTHORIZED TO BIND THE VENDOR

Individual shall be legally authorized to bind the vendor per NRS 333.337	
Signature:	<i>Duane Jenkins</i>
Date:	2/23/2023 12:05 PM PST

VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

1. Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
2. All proposed capabilities can be demonstrated by the vendor.
3. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
4. All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the contract negotiation process.
5. No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals shall be made in good faith and without collusion.
6. All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion shall be in writing and included in the proposal at the time of submission.
7. Each vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
8. All employees assigned to the project are authorized to work in this country.
9. The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or disability of another nature.
10. The company has a written policy regarding compliance for maintaining a drug-free workplace.
11. Vendor understands and acknowledges that the representations within their proposal are material and important and shall be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
12. Vendor shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Company Name:	Johnson Controls Fire Protection LP.
Print Name:	Duane Jenkins
Signature:	<i>Duane Jenkins</i>
Date:	2/23/2023 12:05 PM PST

CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked confidential in their entirety, or those in which a significant portion of the submitted proposal is marked confidential shall not be accepted by the State of Nevada. Pursuant to NRS 333.333, only proprietary information may be labeled a trade secret as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendor proposals become public information.

In accordance with the submittal instructions of this RFP, vendors are requested to submit confidential information in separate files flagged as confidential in NevadaEPro.

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling requirements, proposals shall be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that shall be in an open meeting format, the proposals shall remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act shall constitute a complete waiver, and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

If this proposal contains Confidential Information, Trade Secrets and/or Proprietary information. Please initial the appropriate response in the boxes below and provide the justification for confidential status. Attached additional pages if necessary.

Proprietary Information		Yes	☒	No	☐
Justification for Confidential Status:	D.1 Scope of Work Attachment The information provided in this section includes details on the specific processes and procedures Johnson Controls will use to perform Life Safety Systems design, installation and inspection services. Johnson Controls has invested significant time and resources developing these procedures. If made available to the public, our competitors could use such information to develop similar processes and procedures without investing the same time or financial resources. This would give them an unfair advantage in the marketplace. D.3. NASPO ValuePoint Administrative Fee And Reporting Requirements This Section contains information on Johnson Controls' person responsible for providing the mandatory usage report. The release of such information would provide a windfall of insight and access to competitors who may not have invested time and resources to develop similar processes, personnel or client leads. D.4 - Promotion Of The NASPO ValuePoint Master Agreement This section includes client data such as client names. This information is crucial to Johnson Controls' ongoing business and is literally a road map to competing with our company in future business. The release of such information would provide access to competitors who may not have invested the same time and resources to develop similar leads. D.9 -Customer Service This Section contains information on Johnson Controls method of identifying and resolving solving customer's issues, key account people, including names, titles, credentials and contact information, hours of operations, response time. The release of such information would provide a windfall of insight and access to competitors who may not have invested time and resources to develop similar processes, personnel or client leads. F. Proposed Staff Resumes The personnel information provided consists of employee names, titles, backgrounds and contact information. The release of such information would enable competitors to seek to hire Johnson Controls employees best suited to compete for business of the type to be performed on the project or other work to be pursued by the company.				
Company Name:	Johnson Controls Fire Protection LP.				
Signature:	Duane Jenkins				

Print Name:	Duane Jenkins
Date:	2/23/2023 12:05 PM PST

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federally appropriated funds have been paid or shall 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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 section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:	Johnson Controls Fire Protection LP.
Project Title:	Security and Fire Protection Services Nevada Request for Proposal: 99SWC-S1820
Print Name of Official Authorized to Sign Application:	Duane Jenkins
Signature of Official Authorized to Sign Application:	<i>Duane Jenkins</i>
Date:	2/23/2023 12:05 PM PST