

NASPO ValuePoint

PARTICIPATING ADDENDUM**SECURITY & FIRE PROTECTION SERVICES**

Led by the State of Nevada

Master Agreement #: **99SWC-NV23-16270**Contractor: **Johnson Fire Controls Fire Protection LP, and approved Resellers**Participating Entity: **STATE OF WISCONSIN 505ENT-O24-SECURITFIRE-01**

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

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

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the ***Security and Fire Protection Services (2023-2028)*** led by the State of Nevada for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

This is not a mandatory contract for any Purchasing Entities. The Purchasing Entities may obtain related Deliverables and Services from other sources during the term of this Participating Addendum. The Participating Entity makes no express or implied warranties whatsoever that any quantity or dollar amount of Deliverables or Services will be procured.

2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Wisconsin. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Tom Staves
Telephone:	443-676-8813
Email:	thomas.staves@jci.com

Participating Entity

Name:	Stacia Rice
Address:	101 East Wilson St. Madison, WI 53703
Telephone:	608-261-7014
Email:	Stacia.rice@wisconsin.gov

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4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER

**AGREEMENT: THESE MODIFICATIONS OR ADDITIONS APPLY ONLY TO ACTIONS AND
RELATIONSHIPS WITHIN THE PARTICIPATING ENTITY.**

Participating Entity must check one of the boxes below.

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

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

- 4.1. Wisconsin Contract Number is 505ENT-O24-SECURITFIRE-01
- 4.2. The State of Wisconsin Standard Terms and Conditions (DOA-3054, revised R03/2019 and DOA-3681) as attached becomes part of this Participating Addendum. (Attachment 1).
- 4.3. The State of Wisconsin's Participating Addendum will be governed by the Master Agreement and the State of Wisconsin's additional terms and conditions.
- 4.4. The State of Wisconsin Standard Terms and Conditions shall prevail if there is a conflict between Wisconsin's and NASPO ValuePoint's Terms and Conditions, with the exception of 4.4.1.

4.4.1 Insurance

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and its Subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by Subcontractor or anyone directly or indirectly employed by either of them. If any Subcontractor is involved, the insurance policy or policies shall name the Subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a Subcontractor and naming the Subcontractor as additional insured, the Contractor may require the Subcontractor to provide its own insurance, which meets the requirements herein. It is understood that a Subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

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The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its Subcontractors(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per accident

Cyber Liability covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorized access/use of information, and identity theft) within limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

Each insurance policy required by this contract, including a Subcontractor's policy, shall contain the following clauses:

- 1) "The State of Wisconsin is added as an additional insured as respects to operations performed for the State of Wisconsin."
- 2) "It is agreed that any insurance maintained by the State of Wisconsin will apply in excess of, and not contribute with, insurance provided by this policy."

A Waiver of Subrogation shall apply to the General Liability, Automobile Liability and Worker's Compensation insurance policies and shall be in favor of the State of Wisconsin.

The Contractor agrees to deposit with the State of Wisconsin certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this Addendum have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of the price/vendor list and price/vendor list extensions, if any, including those of its Subcontractor(s), where appropriate. Upon request, Contractor shall provide a copy of the policy or policies or shall allow the State to inspect a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default, entitling the State to exercise any or all the remedies provided in the contract and this RFP for a default by the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this RFP. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss

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caused by negligence or neglect connected with this price list.

Liability Cap.

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.

- 4.5. All travel expenses must be approved in writing prior to work being performed and shall be reimbursed based on actual costs under the same conditions and rates as noted in the current published State of Wisconsin Pocket Travel Guide published by the Division of Personnel Management (Attachment 3).
- 4.6. Sales & Purchase Tax will be charged, if required under Wisconsin State Statute.
- 4.7. The Contractor must sign and include the Cooperative Purchasing Agreement (DOA-3333, revised R05/2015) to allow municipalities, as defined on the Agreement, to purchase through this addendum. (Attachment 2).
- 4.8. Contractor must submit, on a quarterly basis, an itemized purchasing activity report that captures the Participating State's transactions within the quarter. The report must include, at a minimum, date of order/release, item manufacturer's name or abbreviation (if applicable), complete item description including catalog, model and/or stock number(s), Name of the purchasing entity, Unit Contract Price, Extended Contract Price (total), any additional costs detail. The quarterly report is due no later than 30 calendar days after the end of each quarter from the start of the contract date (see below).
 - Quarter 1: January 1 through March 31 (Due on or before April 30)
 - Quarter 2: April 1 through June 31 (Due on or before July 30)
 - Quarter 3: July 1 through September 31 (Renewal Due on or before October 30)
 - Quarter 4: October 1 through December 31 (Due on or before January 30)**Reports must be emailed to State of Wisconsin, Dept. of Enterprise Operations, DOAESContractUsageReporting@wisconsin.gov - formatted in MS Excel.**
- 4.9. The State of Wisconsin, Department of Administration may terminate this contract at any time upon 30-day prior written notice. Upon termination or other expiration of this contract, each party shall assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly,

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nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to termination becoming effective. This Participating Addendum shall be effective upon approval by Wisconsin's Department of Administration and shall continue until the end of the NASPO ValuePoint contract unless terminated early in accordance with the terms and conditions of the NASPO ValuePoint contractor this Participating Addendum.

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5. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of Wisconsin, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
6. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

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

Participating Entity: Wisconsin Department of Administration	Contractor: Johnson Controls Fire Protection LP
Signature: DocuSigned by: <i>Cheryl Edgington</i> E70A1AADB106453...	Signature: DocuSigned by: <i>Yollande Tchouapi</i> 9FBEE3D0044647A...
Name: Cheryl Edgington	Name: Yollande Tchouapi
Title: Bureau Director	Title: VP, Area General Manager
Date: 9/27/2024 8:08 AM CDT	Date: 9/18/2024 9:16 AM PDT

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

For questions on executing a participating addendum, please contact:
NASPO ValuePoint

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

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]