

State of Utah Cooperative Contract

PARTICIPATING ADDENDUM

SECURITY SYSTEM MONITORING SERVICES

State of Utah Contract #: PA5125

Master Agreement #: 99SWC – NV23-16260

Contractor: Stone Security

Participating Entity: **STATE OF UTAH**

Participating Entity Contract #PA5125

Participating Addendum Terms and Conditions:

1. Scope: This addendum covers Security System Monitoring Services (aka Security & Fire Protection Services) led by the NASPO 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. Administrative Fee: One percent (1%) and will apply per Section 35 of Attachment A.
4. Contract Effective Dates: This PA is effective upon final signature of both parties and expires upon the expiration or termination of the NASPO master agreement. A contract amendment is not necessary in the event of the renewal or extension of the Master Agreement, so long as such renewal/extension was originally provided within the solicitation supporting the master agreement.
5. Order of Precedence:
Attachment A: Terms and Conditions for Goods and Services
Attachment B: Master Agreement
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
Utah State Procurement Code, Procurement Rules, and Contractor's response to solicitation #99SWC-S1820.
6. Participation: This NASPO 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.
7. 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 Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
8. Orders: Any order placed by an Eligible User 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.
9. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

State of Utah Cooperative Contract

PARTICIPATING ADDENDUM**SECURITY SYSTEM MONITORING SERVICES**

State of Utah Contract #: PA5125

Contractor

Name:	Andy Schreyer
Address:	351 Lawndale Drive
Telephone:	801-647-5114
Email:	andy@stonesecurity.net
Vendor Number:	VC0000172
Commodity Codes:	99039, 92005

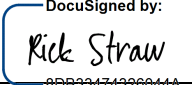
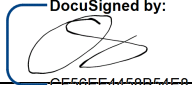
State of Utah Division of Purchasing

Name:	State of Utah, Division of Purchasing, Brett Whitelaw
Address:	4315 South 2700 West Fl 3, Taylorsville, UT 84129-2128
Telephone:	801-957-7149
Email:	bwhitelaw@utah.gov

10. ADDITIONAL TERMS AND CONDITIONS

Attachment A terms and conditions will apply to this participating addendum.

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: stone security
Signature: 	Signature: 
Name: Rick Straw	Name: Andy Schreyer
Title: Assistant Director	Title: CSMO
Date: 2/11/2026	Date: 2/10/2026

ATTACHMENT A

NASPO PA STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings setpa forth below:
 - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A19-101. The Eligible User reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the Division and Contractor signed.
 - d) "**Contractor**" means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "**Custom Deliverable**" means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
 - f) "**Division**" means the Division of Purchasing and General Services.
 - g) "**Eligible User(s)**" means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., 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.
 - h) "**End User Agreement**" means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
 - i) "**Goods**" means all types of tangible personal property (commodities), including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract. To the extent this Contract entails delivery or performance of services (including maintenance, installation, or product support) such services will be deemed "Goods" within the meaning of the Utah Uniform Commercial Code when reasonable to do so.
 - j) "**Procurement Item**" means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the Eligible User under this Contract.
 - k) "**Response**" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the Solicitation.
 - l) "**Solicitation**" means an invitation for bids, request for proposals, notice of a 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.
 - m) "**Services**" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including Custom Deliverable, supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - n) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - o) "**Subcontractors**" means a person under contract with a contractor or another subcontractor to provide Procurement Item(s) or labor for design or construction, including a trade contractor or specialty contractor.
 - p) "**Work Product**" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third-Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations 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. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **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 Eligible Users to Contractor under this Contract. These

records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to 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.

5. **PERMITS:** If necessary, Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
 - a. 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.
 - b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - c. Contractor's failure to comply with this section will be considered a material breach of this Contract.
7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.
8. **INDEPENDENT CONTRACTOR:** Defer to NASPO MA Terms and Conditions.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Eligible Users under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Defer to NASPO MA Terms and Conditions.
11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (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 workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees. Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **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 and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Defer to NASPO MA Terms and Conditions but for the following: If the Contractor cannot certify the statement contained in the NASPO MA Terms and Conditions, attach a written explanation for review by the Lead State.
14. **TERMINATION:** Defer to NASPO MA Terms and Conditions.
15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order that results from this Contract may be terminated in whole or in part at the sole discretion of an Eligible User, if an Eligible User reasonably determines that: (i) 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 (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, an Eligible User will reimburse Contractor for the Procurement Item(s) properly ordered and/or properly performed until the effective date of said notice. An Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from an Eligible User's funds and used in the exercise of an Eligible Users essential functions. Upon request, an Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request an Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Defer to NASPO MA Terms and Conditions.
18. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:

- a. 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.
- b. 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.
- c. 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 the Procurement Item(s) 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.
- d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. 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 term of this Contract will be grounds for immediate termination of this Contract.

19. RESERVED.

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Division, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, the Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
21. **DELIVERY:** Defer to NASPO MA Terms and Conditions but for the following: F.O.B. Destination Freight Prepaid and Allowed, with transportation and handling charges included in the unit price is allowable with the express written consent of Eligible User.
22. **ACCEPTANCE AND REJECTION:** Defer to NASPO MA Terms and Conditions.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.
24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User's payment for the Procurement Item(s) shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.
25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Defer to NASPO MA Terms and Conditions.
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the Eligible User, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the Eligible User and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible User, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible User any and all copyrights in and to the Custom Deliverables, subject to the following:
 1. Contractor has received payment for the Custom Deliverables,

2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the Procurement Item(s) performed under this contract ("Background IP"), and

3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the Procurement Item(s), or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Procurement Item(s) (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, 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 Procurement Item(s) or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the Eligible User (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.

4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible User.

Contractor agrees to grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible User and the State of Utah to use the Custom Deliverables. The Eligible User reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User's and the State of Utah's internal purposes, such Custom Deliverables. For the Procurement Item(s) delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User's and the State of Utah's internal business operation under this Contract. The Eligible User and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.

29. **REMEDIES:** Any of the following events will constitute cause for an Eligible User to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. An Eligible User may issue a written notice of default providing a ten (10) 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, an Eligible User may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division; or (v) demand a full refund of any payment that the Eligible User has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither an Eligible User nor Contractor will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. An Eligible User may terminate a purchase order resulting from this Contract after determining such delay will prevent Contractor's successful performance of this Contract.

31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Eligible User, including anyone for whom the Eligible User is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **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.

33. **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 Procurement Items based upon the same terms, conditions, and prices of this Contract.

34. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as 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.

35. 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 will be the amount listed in the Solicitation 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:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 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.
- e. **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.

36. **ORDERING:** Orders will be placed by the Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
37. **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion of termination of this Contract. An End User Agreement must reference this Contract and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
38. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.
39. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on the premises of an Eligible User shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The Eligible User may remove any individual for a violation hereunder.
40. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
41. **WAIVER:** Defer to NASPO MA Terms and Conditions.
42. **SUSPENSION OF WORK:** Should circumstances arise which would cause an Eligible User to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Eligible User.
43. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any Procurement Item(s) supplies, , 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, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s) supplies, , construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
44. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) 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 the Procurement Item(s).
45. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

46. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation all travel costs associated with the delivery of the Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the vendor for correction.
47. **PERFORMANCE EVALUATION:** Defer to NASPO MA Terms and Conditions.
48. **STANDARD OF CARE:** The Procurement Item(s) performed by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the Eligible User for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
49. **REVIEWS:** Defer to NASPO MA Terms and Conditions.
50. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division or an Eligible User, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division or an Eligible User appoints such an expert or panel, the Division or the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
51. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of an Eligible User, the Division, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
52. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eligible Users' right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
53. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
54. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.
55. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
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.
57. **TIME IS OF THE ESSENCE:** The Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the Eligible User and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.
58. **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.
59. **LOCAL WAREHOUSE AND DISTRIBUTION:** If required under the Solicitation, Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice.
60. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 9/16/2024)

ATTACHMENT B - FOR PA5125 - NASPO MASTER AGREEMENT

STATE OF NEVADA COOPERATIVE CONTRACT

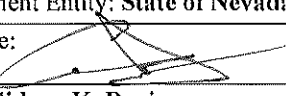
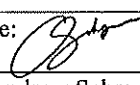
Nevada Contract Number:	99SWC- NV23-16260
Master Agreement Number:	99SWC- NV23-16260
Solicitation Number:	99SWC-S1820 (NASPO ValuePoint, Nevada)
Title:	Security and Fire Protection Services (NASPO ValuePoint, Nevada)

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

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

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

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

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

ATTACHMENT A
NASPO VALUEPOINT MASTER AGREEMENT
TERMS AND CONDIDITIONS



ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

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

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

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

II. Term of Master Agreement

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

III. Order of Precedence

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

IV. Participants and Scope

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

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

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

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

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

V. NASPO ValuePoint Provisions

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

5.2 Administrative Fees

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

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

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. Pricing, Payment & Leasing

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

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

VII. Ordering

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

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

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

VIII. Shipping and Delivery

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

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

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

IX. Inspection and Acceptance

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

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

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

X. Warranty

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

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

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

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

XI. Product Title

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

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

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

XII. Indemnification

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

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

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

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

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

12.2.1.2 specified by the Contractor to work with the Product;

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

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

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

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

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

XIII. Insurance

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

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

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

XIV. General Provisions

14.1 Records Administration and Audit

14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

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

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

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

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

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

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

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

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

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

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

14.3 Assignment/Subcontracts

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

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

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

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

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

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

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

14.8 Defaults and Remedies

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

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

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

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

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

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

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

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

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

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

14.11 No Waiver of Sovereign Immunity

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

14.12 Governing Law and Venue

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

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

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

VENDOR COST PROPOSAL 99SWC-VQ13589

ATTACHMENT B VENDOR
COST PROPOSAL -
VQ13589

99SWC-S1820 COST SCHEDULE

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

1. BACKFLOW PREVENTION SYSTEM (CATEGORY 1)

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

99SWC-S1820 COST SCHEDULE

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

2. SANDPIPER INSPECTIONS - FIRE HOSE (CATEGORY 2)

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

99SWC-S1820 COST SCHEDULE

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

3. AUTOMATIC FIRE PUMPS (CATEGORY 3)

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

99SWC-S1820 COST SCHEDULE

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

4. FIRE SPRINKLER SYSTEMS (CATEGORY 4)

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

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

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

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

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

6. EMERGENCY LIGHTING (CATEGORY 6)

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

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

7. SPECIAL HAZARD FIRE SUPPRESSION SYSTEMS (CATEGORY 7)

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

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VENDOR NAME:

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

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

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

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

9. NEW PORTABLE FIRE EXTINGUISHERS (CATEGORY 9)

	NEW PORTABLE FIRE EXTINGUISHERS	Unit	Rate
9.1.			
9.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ -
9.1.2.	Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
9.1.3.	After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
9.1.4.	Weekend/Holiday Labor Rate	Per Hour	\$ -
9.1.5.	Telephone Support	Per Hour	\$ -
9.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
9.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
9.1.12.	Materials Mark-up	% of contractor cost	0.00%
9.1.13.	Subcontractor Mark-up	% of subcontractor cost	0.00%
9.1.12.	5 lb. ABC Dry 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 rate)	Per Device	\$ -
9.2.2.		Per Hour	\$ -
9.2.3.		Per Hour	\$ -
9.2.4.		Per Hour	\$ -
9.2.5.		Per Hour	\$ -
9.2.6.		Per Hour	\$ -
9.2.7.		Per Hour	\$ -
9.2.8.		Per Hour	\$ -
9.2.9.		Per Hour	\$ -
9.2.10.		Per Hour	\$ -

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

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

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

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

11. COMMERCIAL HOOD SYSTEM CLEANING (CATEGORY 11)

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

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

12. ACCESS CONTROL SYSTEMS (CATEGORY 12)

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

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

13. BURGLAR ALARM SYSTEMS (CATEGORY 13)

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

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

14. SURVEILLANCE SERVICES AND EQUIPMENT (CATEGORY 14)

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

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

15. HIGH SECURITY CONTROL SYSTEMS (CATEGORY 15)

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

99SWC-S1820 COST SCHEDULE

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

16. INSPECTIONS - MONITORING - MAINTENANCE (CATEGORY 16)

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

ATTACHMENT C INSURANCE SCHEDULE

INSURANCE SCHEDULE

1. **MINIMUM SCOPE AND LIMITS OF INSURANCE.** Consultant shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.
 - 1.1. **COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM**
 - 1.1.1. Policy shall include bodily injury, property damage and broad form contractual liability coverage.

A. General Aggregate	\$2,000,000
B. Products – Completed Operations Aggregate	\$1,000,000
C. Personal and Advertising Injury	\$1,000,000
D. Each Occurrence	\$1,000,000
 - 1.1.2. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
 - 1.2. **AUTOMOTIVE LIABILITY**
 - 1.2.1. Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

A. Combined Single Limit (CSL).....	\$1,000,000
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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.

SOLICITATION 99SWC-S1820



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

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



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

Single point of contact for the RFP:
Nancy Feser
Email Address, nfeser@admin.nv.gov

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

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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*

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.

A. The formula for calculating cost points earned for Proposed Costs for Average of Labor and Support Rates is Lowest Cost / Offeror's Cost x Cost Points Possible.

B. The formula for calculating cost points earned for Proposed Mark-ups for Materials Mark-ups is Lowest Mark-up / Offeror's Mark-up x Cost Points Possible.

C. The formula for calculating cost points earned for Proposed Costs for Average of Extinguisher and Dry Chemical Cylinder Services is Lowest Cost/Offeror's Cost x Cost Points Possible.

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

7.3. PRESENTATIONS

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

7.4. AWARD

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

8. MANDATORY MINIMUM REQUIREMENTS

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

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

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

9. CRITICAL ITEMS

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

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

9.6. VENDOR BACKGROUND

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

9.7. SUBCONTRACTORS

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

9.8. VENDOR STAFF RESUMES

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

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

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

9.9. CUSTOMER SERVICE

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

9.10. EXCEPTIONS TO TERMS AND CONDITIONS

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

9.12. VENDOR FINANCIAL INFORMATION

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

9.13. BUSINESS REFERENCES

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

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

10. SUBMISSION CHECKLIST

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

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

10.2. TECHNICAL PROPOSAL

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

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

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

10.4. COST PROPOSAL

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

10.6. SIGNED ATTACHMENTS

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

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

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

99SWC-S1820 SCOPE OF WORK

1. OVERVIEW

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

1.4. UNIVERSAL REQUIREMENTS

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

1.5. CONTRACT USAGE

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

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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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- 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 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.

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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.

PROPOSED STAFF RESUME

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

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

PROPOSED STAFF RESUME

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