STATE OF VERMONT PARTICIPATING ADDENDUM # CTR008436
FOR NASPO VALUEPOINT PURCHASING PROGRAM: RESCUE AND PUBLIC PROTECTION EQUIPMENT
Led by the State of SOUTH CAROLINA
NASPO Master Agreement #4400038604

Contractor: Safeware, Inc.

Contractor's NASPO ValuePoint Webpage: https://www.naspovaluepoint.org/portfolio/rescue-and-public-protection-equipment-2025-2030/safeware-inc/

1. ***Parties.*** This is a contract (hereinafter the "Agreement") between the State of Vermont, through its Department of Buildings and General Services, Office of Purchasing & Contracting (hereinafter "State" or "Vermont"), and the Contractor identified above. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. ***Subject Matter.*** This Agreement authorizes Purchasing Entities (defined below in section four) to purchase from Contractor certain products and services offered by Contractor under the Master Agreement identified above ("Master Agreement") at or below the rates established under the Master Agreement for such products and services. The terms of the Master Agreement are hereby incorporated by reference as if fully set forth herein. Contractor's awarded categories are:
    - Category 1 – Rescue Equipment
    - Category 2 – Hazmat Equipment
    - Category 3 – Intervention Equipment
    - Category 4 – Decontamination Equipment
3. ***Definitions.*** Capitalized terms used, but not defined herein, have the meanings ascribed to such terms in the Master Agreement.
4. ***Entities Authorized to Use This Agreement.*** This Agreement may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a "State Purchaser") according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an "Additional Purchaser"). Each State Purchaser and Additional Purchaser is referred to herein as a "Purchasing Entity" or collectively as "Purchasing Entities". Issues concerning a Purchasing Entity's eligibility for participation under this Agreement are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Agreement and the Master Agreement are consistent with its procurement policies and regulations.
5. ***Contract Term.*** This Agreement shall be effective on June 15, 2026 and end upon expiration of the Master Agreement, unless terminated earlier in accordance with the terms of this Agreement

or the Master Agreement. An amendment to the term of this Agreement shall not be necessary in the event of the renewal or extension of the Master Agreement.

6. ***Restricted/Disallowed Products and Services.*** All products and services listed in the Master Agreement may be purchased under this Agreement, except for any restrictions or disallowed products and services set forth directly below in this section.
    a. State of Vermont Cybersecurity Standard Update. Contractor confirms that all products and services provided to or for the use of the State under the Contract shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of this Amendment to the Contract. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives
    b. Regulation of Hydrofluorocarbons. Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.
7. ***No Lease Agreements with State Purchasers.*** Contractor is prohibited from leasing to State Purchasers under this Agreement. Any breach of this prohibition shall be grounds for termination of this Agreement by the State and the immediate cancellation of any applicable purchases. Additional Purchasers are not subject to this prohibition and may negotiate lease agreements directly with Contractor if and to the extent leasing is contemplated under the terms of the Master Agreement.
8. ***Requirements for Ordering.***
    a. Each order placed under this Agreement ("Order" or "Purchase Order") shall be considered a sale between the Purchasing Entity and the Contractor and shall be deemed to incorporate all the terms and conditions of this Agreement. Nothing contained in any Order made under this Agreement shall amend or vary the terms of this Agreement. Additional terms which do not conflict with the terms of this Agreement may be included in an Order, if mutually agreed upon by the Contractor and the Purchasing Entity.
    b. Orders must be placed pursuant to this Agreement prior to the termination of this Agreement but may have a delivery date or performance period that occurs not more than 120 days after termination of this Agreement, provided that such delivery or performance is strictly in accordance with an Order placed prior to termination of this Agreement.
        i. Notwithstanding the expiration, cancellation or termination of this Agreement, Contractor agrees to 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 Agreement, or otherwise inconsistent with its terms.
        ii. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Agreement may not be placed after the expiration or termination of this Cooperative Purchasing Master

Agreement, notwithstanding the term of any such indefinite delivery order agreement.

c. All orders placed under this Agreement must be in writing and shall, at a minimum, specify the following:

i. The product(s) being delivered and the place and time of delivery;

ii. The service(s) required and the place and time period for performance;

iii. The Purchasing Entity's billing address;

iv. The name and contact information for the Purchasing Entity's primary contact;

v. The price per unit, rates, or other pricing elements consistent with this Agreement;

vi. A maximum amount payable by the Purchasing Entity under the order;

vii. A unique identifier for the order; and

viii. The State of Vermont Agreement Number (shown in the header on page one).

d. As applicable, orders shall include specifically negotiated statement of work or service level agreement terms as necessary for the product and/or service to meet the Purchasing Entity's requirements.

e. Orders may include additional terms as necessary to comply with local, state or federal laws or regulations applicable to the Purchasing Entity.

9. Requirements for Ordering Applicable to State Purchasers Only. The following requirements apply as between Contractor and State Purchasers only and are not applicable to Additional Purchasers. An Additional Purchaser may adopt procedures for purchasing under this Agreement as necessary to comply with its procurement policies and regulations.

a. Contract Backed Purchase Order (PO). For orders by State Purchasers that do not include services, the Ordering Document will be a Contract backed Purchase Order (PO) that draws against the Contract.

b. Dollar Limit Restriction. State Purchasers may not place an order against this Agreement if the value of single purchase order is greater than $200,000.00

c. Competition. For all new equipment purchases, State Purchasers shall request quotes from eligible suppliers when comparable items are available.

10. Payment Provisions and Invoicing.

a. Payment obligations shall be solely between the Purchasing Entity and the Contractor.

b. Purchasing Entities may solicit the Contractor or, as applicable, its Fulfillment Partner/Authorized Reseller for deeper discounts than the minimum contract pricing as set forth in the Price Schedule (e.g., additional volume pricing, incremental discounts, firm fixed pricing or other incentives).

c. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored.

d. Retainage may be specified in an order in an amount mutually agreeable to the parties.

e. Overdue or other charges or penalty for late payment are not authorized and shall not apply to Purchasing Entities.

f. Payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. Invoices shall itemize all work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment. As applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.

g. Invoices shall be sent to the address identified on the Purchasing Entity's order and shall specify:

    i. The address to which payments will be sent;

    ii. The State of Vermont Contract Number for this Agreement, as indicated atop this Agreement; and

    iii. The order number or other unique identifier for the order against which the invoice is being submitted.

h. Reimbursement of expenses is not authorized. Contractor rates set forth in an order shall be inclusive of any and all Contractor fees and expenses.

i. Unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.

j. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

11. ***Fulfillment Partners/Authorized Resellers.***

a. Resellers (or Fulfillment Partners) are available for this Agreement if and to the extent approved by the State Chief Procurement Officer (each an "Authorized Reseller"). Any Authorized Resellers will be listed on the Contractor's dedicated webpage listed atop this Agreement.

b. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

c. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions of this Agreement. Contractor acknowledges that each and all of the promises it makes as "Contractor" in this Agreement and the Master Agreement apply to all Products and Services provided hereunder, regardless of who is providing or licensing the Product or performing the work.

12. ***Reporting.*** Contractor shall submit quarterly reports electronically detailing the purchasing of all items by all Purchasing Entities under this Agreement. If the format for reporting is not otherwise set forth under the Master Agreement, Contractor's reporting shall detail the minimum requirements for orders as set out in section 8.b, above. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

    a. The reports shall be an excel spreadsheet transmitted electronically to SOV.ThePathForward@vermont.gov .

    b. Reports are due for each quarter as follows:

Reporting Period	**Report Due**
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

    c. Failure to meet these reporting requirements may result in suspension or termination of this Agreement.

13. ***Prior Approvals.*** This Agreement shall not be binding until it has been approved by the State in accordance with current State law, bulletins, and interpretations.

14. ***Amendment.*** No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representatives of the State and Contractor.

15. ***Termination.*** This Agreement may be terminated by the State at any time upon 30 days prior written notice to the Contractor.

16. ***Primary Contacts***. The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

    a. ***For the Contractor***:

Name: Rich Nyberg
Address: 4403 Forbes Blvd. Lanham, MD 20706
Phone: 301-683-1234
Email: rnyberg@safewareinc.com

    b. ***For the State***:

Name: State of Vermont, Edo Francisco
Address: 133 State Street, 5th Floor, Montpelier, VT 05633-8000
Phone: 802-595-0512
Email: Edo.Francisco@Vermont.gov

17. ***No effect of Click-Through or Other Additional Terms and Conditions***. Where a Purchasing Entity is required to click-through or otherwise accept or made subject to any electronic terms and conditions to use or access any Product or Service purchased hereunder, such terms and conditions are not binding and shall have no force or effect as to the Product or Service, this Agreement, or the applicable order for the Product or Service. Further, any terms and conditions of a Party's invoice, acknowledgment, confirmation, or similar documents, shall not apply to any order under this Agreement, or to this Agreement, and any such terms and conditions on any such document are objected to without need of further notice or objection.

18. ***Attachments; Order of Precedence.*** The following documents are made part of this Agreement and any ambiguity or conflict among them shall be resolved by giving priority to the documents in the order in which they are listed below.

    a. "Attachment C: Standard State Provisions for Contracts and Grants" (revision version dated February 13, 2026) is hereby incorporated by reference as if fully set forth herein and shall apply this this Agreement and shall apply to each order placed under this Agreement as if fully set forth in the order. A copy of this document is available online at: https://bgs.vermont.gov/purchasing-contracting/forms .

    b. The "STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: December 30, 2024)" shall be incorporated by reference as if fully set forth herein and shall apply this to this Agreement and to each applicable order placed under this Agreement as if fully set forth in the order. A copy of this document is available online at: https://bgs.vermont.gov/purchasing-contracting/forms.

    c. The Master Agreement, together with its exhibits, is hereby incorporated by reference as if fully set forth herein and shall apply to this Agreement and shall apply to each order placed under this Agreement as though fully set forth in the order.

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By signing below Contractor agrees to offer the products and services on the Master Agreement at prices equal to or lower than the prices listed on the Master Agreement.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:	By Safeware, Inc.
Date: ________	Date: 5/28/2026
Signature: ________	Signature: Diana M Hyatt
Name: Wanda Minoli	Name: Diana M. Hyatt
Title: Commissioner - Buildings and General Services	Title: Assistant Secretary

MASTER AGREEMENT
for
Rescue and Public Protection Equipment

Safeware, Inc.

Master Agreement # 4400038604

NASPO ValuePoint

	State of South Carolina Request for Proposal Amendment #1	Solicitation: Date Issued: Procurement Officer: Phone: E-Mail Address: Mailing Address:	**5400028525** 09/26/2025 MICHAEL SPEAKMON, CPPO 803-737-9816 mspeakmon@mmo.sc.gov SFAA, Div. of Procurement Services 1201 Main Street, Suite 601 Columbia SC 29201

DESCRIPTION: **STC RESCUE & PUBLIC PROTECTION EQUIPMENT**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: http://www.procurement.sc.gov

SUBMIT OFFER BY (Opening Date/Time): **10/22/2025 11:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **10/06/2025 12:00 PM** **Questions Limited to Amended Parts Only**

NUMBER OF COPIES TO BE SUBMITTED: **ONE (1) Electronic Media Copies of Technical & Price Proposals, One (1) Redacted Copy** via electronic media **(marked "redacted"),** (See "Ownership and Disclosure of Proposals" & "Disclosure of Your Bid/Proposal and Submitting Confidential Information" **[See "Online Bidding Instructions" in Attachment A]**

Initial here if NO redacted copy is necessary ____________

CONFERENCE TYPE: ~~**Pre-Proposal**~~ DATE & TIME: ~~**09/15/2025 11:00 AM**~~ (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: ~~**This meeting will be via Microsoft Teams only. Refer to Important Dates, in the "RFP Overview" document for instructions to attend the meeting.**~~

AWARD & AMENDMENTS	Award will be posted on **12/11/2025**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of one hundred eighty (180) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR Safeware, Inc. (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED 10/20/2025
TITLE CHRO, Company Secretary (business title of person signing above)	STATE VENDOR NO. 7000157872 (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME Mary Pelfrey (printed name of person signing above)	STATE OF INCORPORATION Maryland (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

___ Sole Proprietorship ___ Partnership ___ Other____________________________

_X_ Corporate entity (not tax-exempt) ___ Corporation (tax-exempt) ___ Government entity (federal, state, or local)

COVER PAGE - ON-LINE ONLY (MAR. 2015)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
4403 Forbes Blvd. Lanham, MD 20706 Dun & Bradstreet # 09-869-2130	4403 Forbes Blvd. Lanham, MD 20706 301-683-1234 301-683-1200 Area Code - Number - Extension Facsimile govcontracts@safewareinc.com E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
PO Box 716320 Philadelphia, PA 19171-6320 ____Payment Address same as Home Office Address ____Payment Address same as Notice Address **(check only one)**	X Order Address same as Home Office Address ____Order Address same as Notice Address **(check only one)**

ACKNOWLEDGMENT OF AMENDMENTS
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
1	9/26/2025						

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____Calendar Days (%)
	N/A	N/A	N/A	N/A

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):

Preferences do not apply per 11-35-1524(5)

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE

Preferences do not apply per 11-35-1524(5)

____In-State Office Address same as Home Office Address ____In-State Office Address same as Notice Address **(check only one)**

PAGE TWO (SEP 2009)

End of PAGE TWO

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** means any purchase order, sales order, contract, scope of work, 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 an Order against the Master Agreement and becomes financially committed to the purchase.

1.14 **Solicitation** means the solicitation resulting in this Master Agreement.

II. Term of Master Agreement

2.1 **Initial Term.** The initial term of this Master Agreement is for one (1) year from the effective date. This Master Agreement shall automatically renew beyond the initial term for 4 additional years, with four separate one (1) year extensions, unless the Contractor receives notice that the Lead State elects not to renew the contract (see Term of Contract – Option to Renew below), or the Contractor exercises their rights under the Term of Contract – Termination by Contactor clause below. 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;

3.1.2 NASPO ValuePoint Master Agreement, including all attachments thereto;

3.1.3 An Order issued against the applicable Participating Addendum;

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. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

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 Order.

4.3 Scope of Work Updates. At the discretion of the Lead State, and subject to agreement by the parties, the scope of this Master Agreement may be amended to include or accommodate new or updated models, versions, or technologies related to the objectives and deliverables set forth in the Solicitation.

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 Participating Entities.

4.6.1 If not proscribed by law or by the Chief Procurement Official of the state in which the entity is located, an entity may be eligible to execute a Participating Addendum directly with Contractor. Such entities may include:

4.6.1.1 Political subdivisions, public agencies, and service districts;

4.6.1.2 Public and private educational institutions, including K-12 public, charter, and private schools; institutions of higher education; and trade schools;

4.6.1.3 Federally recognized tribes;

4.6.1.4 Quasi-governmental entities; and

4.6.1.5 Eligible non-profit organizations.

4.6.2 Prior to execution of a Participating Addendum with an entity listed above, Contractor shall coordinate with NASPO to confirm the entity's eligibility to execute a Participating Addendum. A determination that an entity is eligible to execute a Participating Addendum is not a determination that procurement authority exists; each entity must ensure it has the requisite procurement authority to execute a Participating Addendum. If Contractor becomes aware that an entity's use of a Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

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 two-fifths of one percent (0.4% or 0.004) 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) invoiced during the preceding quarter. The NASPO ValuePoint Administrative Fee is not negotiable and shall be included as part of all pricing incorporated now and hereafter into this Master Agreement.

5.2.2 Compliance Incentive. For each quarter that Contractor is fully compliant with the requirements described in Sections 5.3.2 and 5.3.3, the NASPO ValuePoint Administrative Fee owed by Contractor under Section 5.2.1 shall be reduced to one-third of one percent (0.33% or 0.0033) of Contractor's invoiced sales for that quarter.

5.2.2.1 Determination of Compliance. NASPO shall have the sole discretion to determine whether Contractor's submissions are compliant with the reporting requirements of Sections 5.3.2 and 5.3.3. Within thirty (30) days of the applicable reporting deadline, NASPO shall notify Contractor of any submission deemed noncompliant. Absent such notice, NASPO shall apply a credit to the NASPO ValuePoint Administrative Fee as described in Section 5.2.2.2. If Contractor's good-faith submission is deemed noncompliant, Contractor may still qualify for the incentive if Contractor engages with NASPO to bring its submission within ten (10) business days of notification of non-compliance. NASPO reserves the right to modify any determination of compliance based on subsequently obtained information.

5.2.2.2 Application of Incentive. The incentive identified in 5.2.2 will be applied as a credit towards the NASPO ValuePoint Administrative Fee due to NASPO in the quarter immediately following the determination of compliance. Any incentive credit due to Contractor in excess of a payment due shall be applied towards the NASPO ValuePoint Administrative Fee due to NASPO in the following quarter. Any incentive credit due to Contractor after expiration of this Master Agreement, where Contractor holds no Master Agreement resulting from a re-solicitation of this Portfolio, shall be remitted by NASPO to Contractor as a one-time payment.

5.2.3 Interest on Late Payment. If the Contractor does not pay the NASPO ValuePoint Administrative Fee within sixty (60) days following the end of each calendar quarter as required by Section 5.2.1, then Contractor shall accrue interest on the unpaid amounts at the rate of 1% per month.

5.2.4 Administrative Fee Updates. NASPO ValuePoint reserves the right to update the NASPO ValuePoint Administrative Fee. If the NASPO ValuePoint Administrative Fee is updated, any renewals exercised shall be contingent upon Contractor's acceptance of the updated NASPO ValuePoint Administrative Fee.

5.2.5 Participating Entity Fees. A Participating Entity may also require payment of an additional administrative fee by Contractors to the Participating Entity based on sales to Purchasing Entities within the Participating Entity's jurisdiction. The rate or amount, payment method, payment schedule, and reporting requirements for such fees shall be incorporated into the Participating Entity's Participating Addendum. Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Addendum by an amount not to exceed the Participating Entity's fee. Any such adjustment shall be clearly identified in the Participating Addendum and will have no effect on the NASPO ValuePoint administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the Participating Entity's jurisdiction.

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"). By placing an Order under this Master Agreement, a Purchasing Entity agrees to have their data (i) included in reports submitted by Contractor to NASPO ValuePoint and (ii) used by NASPO ValuePoint as set forth in this Master Agreement without limitation, unless otherwise requested in writing by the Purchasing Entity and agreed to in writing by NASPO. Timely and complete reporting of Sales Data by Contractor 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, completely and accurately 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, completely and accurately 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 and shall include all required fields. 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.

5.3.6 **Obligation to Act in Good Faith.** The parties acknowledge that this Master Agreement and its terms and pricing have been negotiated for the benefit of the parties, NASPO ValuePoint, Participating Entities, and Purchasing Entities. Apart from a Participating Addendum or Order, Contractor shall not intentionally induce a potential Participating Entity or Purchasing Entity to enter into a separate agreement, the pricing and terms of which are derived from this Master Agreement, for the purpose of avoiding compliance with Contractor's obligations under Section V. Nothing in this Section 5.3.6 shall prohibit Contractor from contracting with an entity with substantially similar pricing and terms if such pricing and terms are independently negotiated with the entity or are consistent with pricing and terms ordinarily offered by Contractor to public sector customers.

5.3.7 **Corrections Required.** If it is determined that Contractor's sales reporting is inaccurate for any reason, Contractor is required to correctly report its sales data within thirty (30) days of discovery of the reporting error. If the reporting error caused underpayment of the NASPO ValuePoint Administrative Fee identified in Section 5.2.1, then the Contractor shall incur interest on the unpaid amounts at the rate of 1% per month. Such interest shall accrue from sixty (60) days following the end of the calendar quarter in which the sale was made, the date the payment would have originally been due had correct reporting been received.

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 NASPO ValuePoint eMarketPlace

5.5.1 The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from NASPO ValuePoint's cooperative Master Agreements. This eMarketPlace is provided by NASPO at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a NASPO ValuePoint Master Agreement.

5.5.2 Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.

5.5.3 Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.

5.5.4 Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offerings from the eMarketPlace.

5.5.5 Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.

5.5.6 Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.

5.5.7 Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.

5.5.8 Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.

5.5.9 NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.

5.5.10 In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (*e.g.*, entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.

5.5.11 Implementation Timeline: Following the execution of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.

5.5.11.1 Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.

5.5.11.2 Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.

5.5.11.3 NASPO will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.

5.5.11.3.1 Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to NASPO, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.

5.5.11.3.2 Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.

5.5.11.3.3 eQuoting. NASPO will work with Contractor to set up participation and use to provide eQuotes through the NASPO eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.

5.5.12 Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:

5.5.12.1 The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;

5.5.12.2 A Lead State contract identification number for this Master Agreement;

5.5.12.3 Detailed product line item descriptions;

5.5.12.4 Pictures illustrating products, services, or solutions where practicable; and

5.5.12.5 Any additional NASPO, Lead State, or Participating Addendum requirements.

5.6 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 the Contractor 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.

5.7 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.

5.8 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 90 days prior to the effective date.

6.1.3 Requests for a price or rate adjustment, including but not limited to those based on changes in market conditions, fuel costs, tariff rates, and labor rates must comply with any Lead State requirements and include sufficient documentation supporting the request and demonstrating the correlation between the requested adjustment and the increase in Contractor's costs. Price or rate adjustments will be limited to the duration of Contractor's corresponding increase in costs or other period of time identified by the Lead State after which additional documentation will be required. Any adjustment to Master Agreement pricing 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 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 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 Notwithstanding any other provision of this Master Agreement, any obligation of a Purchasing Entity to make payment on an Order placed under this Master Agreement is contingent upon the appropriation and availability of funds for such purposes. In the event that sufficient funds are not appropriated or otherwise made available by the Purchasing Entity's legislative or governing body, the Purchasing Entity shall terminate the Order with written notice to Contractor. The Purchasing Entity shall not be liable to Contractor for any penalty or damages as a result of such termination, and Contractor shall be entitled to payment only for those Products and Services delivered and accepted prior to the effective date of termination.

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 accept 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. Contractor shall be responsible and liable for any loss or damage incurred prior to or during delivery, regardless of when such loss or damage is discovered.

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. 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 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, to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, and NASPO ValuePoint, 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. The Contractor warrants for a period of <u>one</u> 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.

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 If Contractor uses a vehicle in the performance of this Master Agreement, Contractor shall maintain Commercial Automobile Liability insurance for such vehicle covering bodily injury, property damage liability, and contractual liability, with a limit of not less than $1 million per occurrence, combined single limit.

13.3.3 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 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), NASPO ValuePoint, 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 and NASPO ValuePoint 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 adequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

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

14.3 Assignment/Subcontracts

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

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

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

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

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

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by one or more of the following events, if such event's occurrence or continuation is beyond the party's reasonable control and substantially inhibits the party's ability to deliver Product or other deliverables in accordance with this Master Agreement: fire, riot, unusually severe weather, other acts of God, acts of war or terrorism, and restrictions on the movement of people or goods imposed in a public health order or by a declared state of emergency. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

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

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation or warranty by Contractor in response to the Solicitation or in this Master Agreement that proves to be 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 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 Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or 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 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 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 or completion of performance thereunder, whichever is later.

XV. Special Provisions

15.1 False Claims. According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

15.2 Open Trade. During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

15.3 Changes.

15.3.1 Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

15.3.1.1 drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;

15.3.1.2 method of shipment or packing;

15.3.1.3 place of delivery;

15.3.1.4 description of services to be performed;

15.3.1.5 time of performance (i.e., hours of the day, days of the week, etc.); or,

15.3.1.6 place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

15.3.2 Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

15.3.3 Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

15.3.4 Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

15.4 Compliance with Laws. During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

15.5 Contractor's Use of State Property. Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work

15.6 Estimated Quantities – Purchases from Other Sources. The State may bid separately any unusual requirements or large quantities of supplies covered by this contract.

15.7 Estimated Quantity Unknown. The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

15.8 Illegal Immigration. (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

15.9 Price Adjustments.

15.9.1 Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

15.9.1.1 by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

15.9.1.2 by unit prices specified in the Contract or subsequently agreed upon;

15.9.1.3 by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

15.9.1.4 in such other manner as the parties may mutually agree; or,

15.9.1.5 in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

15.9.2 Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

15.10 Pricing Data – Audit – Inspection. [Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds $500,000, or (2) execution of a change order or contract modification with contractor which exceeds $100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.

15.11 Statewide Term Contract – Scope. The scope of this contract is limited by the Bidding Schedule / Cost Proposals and by the description included in Part I, Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations.

15.12 Term of Contract – Option to Renew. At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of (1) one year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

15.13 Term of Contract – Termination By Contractor. Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 90 days prior to the expiration of the then current term.

SCOPE OF WORK

This Scope of Work describes the Deliverables being sought through this RFP and the scope of what Contractors will be expected to offer through a Master Agreement resulting from this RFP. The Scope of Work is intended to provide potential Offerors with sufficient basic information to submit a proposal. It is not intended to limit a proposal's content or exclude any relevant or essential data.

I. OVERVIEW AND DEFINITIONS

The State of South Carolina, Division of Procurement Services (Lead State) is requesting proposals for Rescue and Public Protection Equipment in furtherance of the
NASPO ValuePoint Cooperative Purchasing Program.

II. MASTER AGREEMENT OBJECTIVES

The objective of this RFP is to obtain best value, competitive proposal requirements, and to receive collective volume purchasing by all government entities through the NASPO ValuePoint Cooperative Purchasing Program, which creates more favorable pricing than is obtainable by an individual state or local government entities.

III. MASTER AGREEMENT DELIVERABLES

A. Product Categories

1. Products & Supplies for Rescue and Public Equipment

The award of this RFP will cover categories which contain rescue and public protection equipment and supplies which will include:

a. Correction Security
b. Hazmat Fire
c. Rescue Fire
d. Law Enforcement

Only the categories descriptions listed below are the only items that can be obtained under this contract. No additional items may be obtained by this contract, including the non-market basket catalog percentage discount.

The Master Agreements resulting from this solicitation are not intended to replace or materially overlap in scope with other NASPO ValuePoint contract portfolios, including the following:

- Automatic External Defibrillator (AED) and Accessories
- Laboratory Equipment and Supplies
- Facilities MRO and Industrial Supplies

a) Personal Protective Equipment (PPE)- Respirator, Self-Contained Breathing Apparatus, Cylinder and Valves, CBRN SCBA and Retrofit, PAPR kit, protective suit, hazmat suit and training, specialized clothing, padding, riot equipment and clothing, particulate hood, wet suit, fins, personal floatation device, SCUBA equipment, Sarna structural firefighting clothing, and equipment, harness, fall protection

b) Explosive Device Mitigation and Remediation Equipment- bomb suit, hook and line tool kit, threat assessment tools, inert training aids, render safe tools, protective suits and ensembles, protective helmets, blast tracking

c) Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE) Operational and Search and Rescue Equipment -fast rope, non-lethal tools and ammunition, operational vests, binoculars and scopes, range finder, thermal imaging tools, chemical leak control, first aid/trauma kit, lockout/tagout kit, portable area lighting, crash investigation tools, radiation mitigation tools, extinguishers, fire-resistant clothing and balaclava, heat stress monitor, non-sparking tools, volt/ohm meter, hand held lighting, body harness for Fire and Rescue, rope, rappelling / rescue gear, underwater search tools and cameras, airbags, lifting tools, hydraulic equipment, compressor, generators, pneumatic tools, shoring equipment, sprayers, victim location tools, search cameras and lenses, boundary tape and markers, body bags, knives, Fire Hazmat, ladders, cutting shears, medical pouches and tools, dive computers and gauges, sleds, battery safety tools and mitigation, forced entry tools, hydraulic cutting/spreading tools.

d) Detection Equipment Fire field assay kit, optical detector, DNA/RNA test, evidence collection, chemical classifier strips, flame ion detector, mass spectrometer, high pressure mass spec, Photoionization Detectors (PID), multi-sensor chemical detector, Volatile Organic Compounds detector, Raman spectroscopy, Fourier Transform Infrared Spectroscopy detector, CWA/TIC/TIM detector, indicating paper, indicating tape, colorimetric tape and sampling kits, , single chemical test sensor, spectroscopic laboratory detector, fixed site gas and chemical detection, stand-off chemical detection, vapor detection and analysis, liquid sampling kit, solid sampling kit, explosive detection, trace detector, laser base detector, narcotic sampling and analysis, field ready drug test kits, Personal Radiation Detectors (PRD), dosimeter, mobile radiation detection, fixed radiation detection, survey meter, radionuclide isotope identification, gamma and neutron detection, gas monitoring, air sampling, density meter, density meter, surface thermometer, surface thermometer, heat sensing meter, heat sensing meter, weather station sensor and monitor, calibration service, calibration gases

e) Decontamination Equipment personal decontamination kit, mass decontamination kit, decontamination lotion, decontamination spray and sprayers, decontamination shelters, decontamination basin and pool, spill containment, liquid containment, victim extraction, decontamination corridor support items, hazmat signs, waste drums, portable decontamination showers, technical decontamination, dry decontamination, decontamination mitts and gloves, disposable blankets, disposable modesty clothing, cadaver bags

f) Power Equipment (Limited to accessories for items that fall within the four lots only) batteries, fuel cells, solar charging, chargers, electric cords, power chair chargers

g) CBRNE Reference Materials (Excluded – CBRNE Databases) CBRNE reference books, databases, field reference guides, non-CBRNE reference materials, battery safety guides and training

h) Physical Security Enhancement Equipment (Limited to Blast Resistant Receptacles) blast-resistant receptacles, long range acoustic warning device, radar detection, hardened doors and barriers, shock/blast/ballistic window film, bollards, gates

i) CBRNE Aviation Equipment (Limited to Night Vision Equipment, Forward Looking Infrared Equipment (FLIR), and Aircraft Mounted CBRNE Detection Equipment Only), specialized aircraft for CBRNE response and surveillance

j) CBRNE Logistical Support Equipment infant and children equipment and supplies, communication and sensory support equipment, mobility supplies, bedding, bags/packs, breathing air and compressors, fans, cooling/heating equipment, water purification, tents and shelters, overpack, field carts, hazmat shipping containers, storage containers, air cylinder carts, compressed gas carts, rapid deployment shelters

k) Intervention Equipment evidence collection equipment, crime scene processing tools and supplies, alternate light source detection, tactical entry tools

l) Other Authorized Equipment Maintenance & Training for Equipment items that fall within one of the listed categories on this solicitation only.

2. **Volume Discounts for Available Products**
   Attachment I, Cost Proposal allows Offerors to offer volume discounts for available products where they would apply. Many Participating Entity's prefer to make one-time, large quantity purchases rather than many smaller purchases of certain items throughout any given fiscal year. Offering a volume discount for products that they may be available for is a very attractive option to these facilities. Offerors may offer volume discounts on any categories and/or specific products within a category as they are available.

IV. CONTRACTOR RESPONSIBILITIES AND TASKS

A. Insurance Offerors shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. 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.

1. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below: (1) Commercial General Liability 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. (2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

2. Offeror / 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. 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.

4. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

B. Ordering

1. No minimum orders will be considered under this Contract. Please see the pricing attachment for value-added incentive volume discount request.

2. Options/Accessories/Attachments on ordered equipment shall include all standard items normally furnished by the Contractor's manufacturer/dealer for the basic equipment being purchased. Contractor shall identify any websites that can be of assistance in determining needs and calculating total cost of items purchased.

3. Any trade-in allowances determined by the Contractor shall be deducted from the established current price before the discount is applied. The formula will be to deduct the discount from the established current price and then take off the trade-in allowance. (Only for those Purchasing Entities allowed to trade-in equipment for new equipment).

C. Changes in Contractor Contact

The Contractor shall notify the Contracting Officer of any changes in the company status, such as mergers, sell offs, discontinuation of equipment, addition of equipment lines and changes in the contact information of the Contract. The Contracting Officer shall be able to contact the Contractor at all times during business hours.

D. 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.

E. Warranty – Equipment/Options/Accessories/Attachments

1. The Contractor agrees the products furnished under this Contract shall be covered by all commercial warranties the Contractor provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded by any other clause of this Contract.

2. The Contractor warrants that at the time of delivery, all products purchased under this Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Contract.

3. All warranty work performed, and parts/materials supplied shall meet original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved by the Purchasing Entity contact person prior to installation.

4. Warranty work performed not meeting specifications or found to be defective, shall not be accepted. The Contractor shall be required to make repairs or corrections at no additional cost to the Purchasing Entity.

5. Offeror shall furnish a copy of their warranty applicable for the equipment. All equipment warranties shall start on the date of delivery and shall be for the full term of said warranty.

6. Before actual warranty work begins, ownership of the products shall be established to ensure the products in need of repair belongs to the Purchasing Entity requesting the service. The following information shall be provided in order to determine ownership of the product: (1) Name of Purchasing Entity and division, if applicable. Make and Model of the product, and Control number of Purchasing Entity (Inventory number).

7. Repairs made that are covered by a warranty shall not be paid for by the Purchasing Entity.

8. The Contractor shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work.

9. All persons utilized in the performance of this contract shall be authorized by the Contractor and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified or trained or authorized service technicians.

10. Products that will remain in the Contractor's possession overnight and for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Contractor shall be responsible for the proper care and custody of any state-owned property in the Contractor's possession.

F. Quality of Parts

1. **1.** Parts under these specifications should be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the Purchasing Entity contact person.

2. After Market Repair parts must be equal to or exceed Contractor's original equipment manufacturer's specifications. Repair parts must be packaged and distributed under their respective nationally known name brands.

3. All rebuilt or remanufactured parts must meet the same requirements as listed above.

4. Some repair parts may be required to be original equipment manufactured repair parts. Contractor's dealers' network must carry a complete line of OEM parts for all models of products they carry.

5. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

G. Warranty/Buy Back

Contractor is required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to Purchasing Entities. Contractor shall correct ordering errors without further cost to the ordering entity. A copy of the Warranty shall be included for replacement parts purchased.

H. Repair Facilities

Repair facilities that will perform the warranty work of items under this Contract shall be identified as authorized by the Contractor to perform such work for the manufacturer. The Contractor is responsible for ensuring that the facilities adhere to the contract requirements for warranty work performance.

I. Freight/Shipping/Set-up Fees

1. Freight from the factory to the customer is the responsibility of the Contractor.
2. Delivery is to be FOB Destination (of ordering entity).
3. Under certain circumstances, additional freight, shipping, and handling costs may be permitted. If so, any Freight, shipping and handling costs and set-up fees paid by the ordering entity are to be annotated on the quote/invoice as a separate line item. All additional fees/costs must appear on the quote and approved by the ordering entity prior to the Contractor accepting the PO.

J. Delivery

1. Delivery of products shall be stated in each quotation. It is preferable to expect delivery within 30 calendar days after receipt of order unless other arrangements are made between the ordering party and the Contractor due to current market status. Earlier deliveries are encouraged however there shall be no change in contract price or discount terms because of the earlier delivery.
2. All products shall be delivered new, unused and ready for immediate use, unless otherwise requested by the Purchasing Entity. Liability for product delivery remains with the Contractor until delivered and accepted.
3. Delivery shall be made in accordance with instructions on the purchase order from each Purchasing Entity. If there is a discrepancy between the purchase order and what is listed on the contract, the Contractor shall seek clarification from the ordering party and/or the Contracting Officer.
4. If applicable, one operating manual, an illustrated parts manual or List, and the warranty shall be furnished for each new item purchased at no additional cost.

K. Price Adjustments

The Contract price shall be the most current Contractor's Manufacturer's Suggested Retail Price (MSRP) in effect at the time the order is placed less the discount percentage offered. This allows for market fluctuations to take place while the discount percentage must remain stable.

An adjustment to the contracted percent discount will require approval by the Lead State. The Contractor is responsible for providing sufficient documentation and justification to support the request. Documentation may include but is not limited to: the manufacturers national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase.

The price increase must not produce a higher profit margin than the original contract and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published commercial price list.

<u>Price Established at Time of Order.</u> Pricing is established at the time an order is placed by a public entity with the Contractor. No retroactive price increases will be allowed, nor will price increases be allowed at time of delivery.

<u>Price Reductions.</u> In the event of a price decrease in any category of product at any time during the contract in an OEM's published commercial price list, including renewal options, the Lead State shall be notified immediately. All published commercial price list price reductions shall be effective upon the notification provided to the Lead State.

L. New Products

New Products may be added to the awarded categories as they are introduced as long as the products remain within the scope of that category. The quoted discount cannot be lowered throughout the Contract period.

M. Discontinued Products

Contractor is to notify the Contracting Officer of any changes in their schedule of equipment such as discontinued products or replacement models to continue proper presentation on contract award posting.

N. Price

The purpose of this competitive solicitation is to develop a category / catalog discount contract structure to provide for equipment to be made available for purchase. This allows for the most current model of equipment to be covered under this contract as equipment is introduced to stay with available market trends. The pricing matrix is a percentage discount subtracted from the Contractor's Suggested Retail Price. Contractor can submit actual pricing schedules for their equipment with the percentage discount already figured, as long as the Contractor list price is stated first, then the discount, then the final discount price.

The quoted discount percentage will be in affect the entire contract period. Additional or deeper discounts will be accepted, but original discount rates cannot be lowered.

O. Product Volume Discounts

Product Volume Discounts have been included with Attachment I, Cost Proposal:

- Product Volume Discount

Many Participating Entities prefer to place single, larger orders rather than many smaller orders throughout the year. As a value-added option, the Offeror may provide volume discounts for larger single orders of products and supplies.

Due to the large variance of products available, and as the subject matter expert, the vendor may choose the items to offer.

This product listing will allow the vendor to represent the type, style, quality, and breadth of products available if awarded.

This list will remain firm for the initial base year, with the option to refresh or revise the listing of contract special items on an annual basis at contract renewal periods.

Submission of items will be included in the total value-added scoring evaluation.

V. LEAD STATE RESPONSIBILITIES AND TASKS

Participating State Terms and Conditions. (ADMIN) As a courtesy to Offerors, some Participating States' specific Terms and Conditions are provided as Attachments (see Attachment E) to this solicitation. These are for informational purposes only and will be negotiated with other Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offerors shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum

Attachment G
OFFEROR INFORMATION, ACKNOWLEDGEMENTS, AND CERTIFICATIONS

Offeror must provide complete responses to each item below. **Insert your responses into this worksheet directly below each question or prompt.**

I. **OFFEROR INFORMATION**

Complete the Cover Page and Page 2 and submit with your offer.

II. **BUSINESS DETAILS**

A. **Company Website.** Provide a URL for your company's website.

https://www.safewareinc.com/

B. **Company History.** Provide a brief history of your company, including the year of its founding and any material acquisitions or mergers in which it has been involved.

Safeware, Inc. was founded in 1979 as an industrial safety company and has grown into a nationally recognized provider of rescue and public protection equipment. In the 1990s, the company refocused its mission to serve government agencies and first responders, becoming one of the earliest suppliers supporting the homeland security market. Over more than four decades, Safeware has assisted agencies nationwide during major emergencies, including the 9/11 response, anthrax incidents, natural disasters, and the COVID-19 pandemic. In 2023, Safeware expanded its capabilities through the acquisition of Hazard3, enhancing its offerings with specialized training and operational readiness programs. Today, the company serves government and public sector customers across all levels, supported by a comprehensive product catalog and dedicated lifecycle service capabilities.

C. **Company Size.** Identify the number of employees working for your company.

Safeware, Inc. currently employs 194 individuals, including full-time and part-time staff.

D. **Ownership Structure.** Describe your company's ownership structure.

Safeware, Inc. is a privately held "C" Corporation incorporated in the State of Maryland on June 17, 1979. The company is headquartered in Lanham, Maryland, and is led by an experienced executive management team that oversees all operational, sales, and technical functions. Safeware's ownership and leadership structure are closely aligned, fostering accountability, service, and responsiveness to the needs of public safety customers. Dedicated full-time personnel support national cooperative contracts, procurement programs, and grant fulfillment, reflecting the company's deep commitment to public sector agencies nationwide.

E. **Litigation.** List all claims of non-performance or breach from customers in excess of $5,000, including all pending litigation matters (including civil, criminal, or appellate) or criminal convictions in the past 5 years for the company and all principals. Attach an additional document if necessary.

Safeware, Inc. and its principals have not been subject to any claims of non-performance, breach, pending litigation, or criminal convictions in the past five years.

III. PROPOSAL CONTACT

The Proposal Contact must be able to respond timely to communications from the Lead State. Offeror must, within 24 hours, notify the Lead State of any change to Offeror's Proposal Contact.

A. **Proposal Contact Name: Rick Bond**
B. **Proposal Contact Title: Chief Revenue Officer**
C. **Proposal Contact Email: rbond@safewareinc.com**
D. **Proposal Contact Phone Number: 301-683-1234**

IV. ACKNOWLEDGEMENTS AND CERTIFICATIONS

By signing below and submitting a response to this RFP, Offeror acknowledges and certifies the following:

A. **Debarment.** (Check one of the below.)

☑ Neither Offeror 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.

☐ Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

B. **Non-collusion.**

1. This proposal has been developed independently by Offeror and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other Offeror or supplier of Deliverables in a manner designed to limit fair and open competition.
2. The contents of this proposal have not been communicated by Offeror or its employees or agents to any person not an employee or agent of Offeror and will not be communicated to any such persons prior to the RFP Close Date.

C. **Data Disclosure to Foreign Governments and Prohibited Technology.** (Check one of the below.)

☑ Offeror is not an entity subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and Offeror's offerings do not contain, include, or utilize components or services supplied by any entity subject to the same. Offeror's offerings also do not contain, include, or utilize covered technology prohibited under Section 889 of the National Defense Authorization

Act, as amended.

☐ Offeror cannot certify all statements above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

D. Conflicts of Interest. (Check one of the below.)

☑ Offeror represents that none of its officers or employees are officers or employees of the Lead State and that none of its officers or employees have a conflict of interest as defined by the laws, rules, or policies of the Lead State.

☐ Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

E. Required Insurance. Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the levels prescribed in Attachment D, Sample Master Agreement. Offeror understands that this requirement is mandatory and will not be negotiated by the Lead State.

F. NASPO ValuePoint Administrative Fee. Offeror agrees to pay an administrative fee and submit summary and detailed sales reports to NASPO ValuePoint in accordance with Attachment D, Sample Master Agreement. All costs proposed by Offeror must be inclusive of the NASPO ValuePoint administrative fee. Offeror understands that the requirements in this section are mandatory and will not be negotiated by the Lead State.

G. **Marketing Plan.** If awarded a Master Agreement resulting from this RFP, within 30 days of execution of the Master Agreement, Offeror will meet with NASPO ValuePoint marketing personnel to review and track progress on the marketing plan described by Offeror in Attachment H, Offeror Response Worksheet.

H. **Confidential, Proprietary, or Protected Information.** As set forth in Attachment A, RFP Terms and Conditions, if Offeror is claiming any portion of its proposal as confidential, proprietary, or protected, Offeror must complete the required sections of Attachment K, Claim of Business Confidentiality, and submit with Offeror's proposal a redacted copy of Offeror's proposal, which must be clearly marked as such. Offeror may not mark pricing or Offeror's entire proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Offeror fails to submit a redacted copy of Offeror's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

I. **Conditional Awards.** Offeror understands that awards and execution of a Master Agreement are conditional as set forth in Attachment A, RFP Terms and Conditions, and 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.

J. **Understanding of the RFP.** Offeror has read the RFP in its entirety and understands and agrees to comply with all requirements set forth therein. Any conflicts in the materials composing the RFP and any issues relating to the content of the RFP, including instructions, requirements, or specifications Offeror believes to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful, have been brought to the attention of the Lead State using the process described in the RFP for asking questions or, if applicable, by filing a protest. In accordance with Attachment A, RFP Terms and Conditions, Offeror acknowledges and understands that any protest, claim, dispute, or action based upon a conflict or issue described herein must be filed no later than the RFP Close Date, and Offeror waives the right to file any protest, claim, dispute, or action based upon a conflict or issue described herein if not filed by the RFP Close Date.

Signature

The undersigned is one of the following:

1. The Offeror, if Offeror is an individual;
2. A partner in the company, if Offeror is a partnership; or
3. An officer or employee of the responding corporation having authority to sign on its behalf, if Offeror is a corporation.

By signing below, the undersigned warrants that the representations made and the information provided in Offeror's proposal are true, correct, and reliable for purposes of evaluation for a potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject the undersigned, Offeror, or both to suspension or debarment proceedings, as well as other remedies available to the Lead State by law, including termination of any Master Agreement awarded to Offeror.

OFFEROR:

[signature]	10/20/2025
Signature	**Date**
Mary Pelfrey	CHRO, Company Secretary
Printed Name	**Title**
mpelfrey@safewareinc.com	301-683-1234
Email Address	**Phone Number**

Amendment #1
Questions and Answers
Solicitation 5400028525

Q1. Attachment I. Is this a definitively comprehensive list?

Lead State's Response: *No change. The market basket is a limited list of products in each category used for that portion of the price evaluation. Once awarded a contract, the Contractor will ultimately provide all available items within the awarded category(ies).*

Q2. Are offerors encouraged to list additional items as long as it relates to a category?

Lead State's Response: *No change. No, do not add items to the market basket. The number and type of products must be the same for each Offeror so the market basket evaluation will be fair to all Offerors.*

Q3. Can we submit a bid using an equivalent product? We have an equivalent decontamination shower to the one in Category IV, Line

Q4. Attachment I, line 75 The market basket lists Serstech Item ARX-001-BNEH, which has been discontinued. The replacement product is ARX MKII. Would you like us to provide legacy pricing for the discontinued item, or should we submit pricing for the replacement model?

Q5. Attachment I - Cost Proposal, Market Basket Evaluation Tab: Question: Are alternate items permissible and if so, where should we note an item submitted is an alternate?

Q6. Would you accept equal to or similar for the RAE systems items?

Q7. Would you accept equal to or similar for the Avon systems items?

Lead State's Response (Q3 – Q7): *The original market basket for each category has been removed and replaced with a new market basket. The new market baskets provide a description of the product as well as a representative example of the product requested. Offerors do not have to bid the example product, although it is preferred, but the product being offered must possess the same fit, form and function of the example product and perform the same function.*

Q8. Per each line item, what is the anticipated volume that you will need for each item? This is needed in order to quote a discount per each line item.

Lead State's Response: *No change. This information is not available. This is the first time NASPO has processed a solicitation for this new portfolio and no historical data is available. What we can tell you is that there are multiple states interested in the portfolio, see Attachment E Amendment #1, and that the portfolio will be available to all NASPO members.*

Q9. The Scope of Work does not specify any particular U.S. certification standards (such as ASTM, NIOSH, or NFPA) for the listed equipment categories. Could you please clarify if there are specific certification requirements that we should meet for each category?

Lead State's Response: *No change. Any legally required certifications, standards, licenses, etc., for anything sold under the Master Agreement must be adhered to by the Contractor.*

Q10. Attachment A, Sec. BB Are out-of-state businesses eligible, if properly registered?

Lead State's Response: *No change. Any supplier that is registered with the state of South Carolin is able to submit an offer.*

Q11. Are prime contractors allowed to have subcontractors.?

Lead State's Response: *No change. Subcontractors are permitted to the extent necessary for contract performance.*

Q12. Because prices increase each year based on economic changes each year, how do we address price increases of products over the 5-year period and how can a vendor receive an equal or beneficial evaluation based on these factors? We do not anticipate that what now cost 20 dollars in 2025 will remain 20 dollars in 2030.

Lead State's Response: *No change. Price adjustments are addressed in Attachment D Amendment #1, Sample Master Agreement, paragraph 15.9. The only prices that are fixed in the resulting Master Agreement are the market basket items and the percent discounts per line item or category. This allows for changes in price over time to be automatically incorporated for all items minus the items in the market basket.*

Q13. How will tariffs affect pricing?

Lead State's Response: *No change. Tariffs are addressed in Attachment D Amendment #1, Sample*

Master Agreement, paragraph 6.1.3.

Q14. We have developed an infrastructure that focuses solely on purchasing products for City, State, and Federal Agencies. Will being a new vendor be penalized in any way if we can still get the products?

Lead State's Response: *No change. Offerors can describe their experience and qualifications in Attachment H, Offeror Response Worksheet, in Section A, Experience and Qualifications for evaluation by the panel.*

Q15. The pre-proposal conference was very informative. Will you accept further questions after the deadline today because the volume of information covered and the need to address answers to the first line of questions. How do we get those questions answered?

Q16. RFP Overview. Question due date (pg.1): Pursuant to RFP Q&A timeline, questions from respondents are due today 9/15/25 5:00 PM est. Responses to questions from the State will be provided at some time in the future. Based on State responses, will the State entertain additional questions from respondents based on State answers provided?

Lead State's Response (Q15 and Q16): *No change. Due date and time for additional questions are addressed on the Cover Page and they are limited to amended portions of the solicitation only.*

Q17. How many vendors do you anticipate becoming an awardee?

Lead State's Response: *No change. There is no specific target for a particular number of vendors. All vendors who successfully make it through all three stages of the evaluation process will be considered for award.*

Q18. What is the historical volume purchased by South Carolina for the various products in each category?

Lead State's Response: *No change. The South Carolina estimated spend is listed in Attachment E Amendment #1, Participant Information, and is estimated at $6.2 Million per year.*

Q19. What is the estimated total dollar amount for this procurement?

Lead State's Response: *No change. This information is not available since there is no historical data to draw from.*

Q20. Is there any anticipated goals for awarding small businesses such as WOSB, SDVO, SDB. Etc.

Lead State's Response: *No change. South Carolina does not offer set asides at all for any contract. Nor are there any specific goals for awarding the type of entities you described.*

Q21. Regarding the evaluation process, we wanted to confirm how multiple items within a single category will be scored. If we propose several products under one category, will the evaluation consider the strongest items individually, or will the category be averaged across all proposed items?

Lead State's Response: *No change. Offers must be provided for **ALL** items in a given category or the offer for that category will be considered non-responsive and not considered for award. The market baskets will be evaluated as described in Attachment C, RFP Evaluation Plan.*

Q22. We would like to note that some of our proposed products are newly developed specifically for this solicitation and have not yet been sold on the market. As such, they do not have existing customer ratings. We hope that the evaluation will take this into account and not negatively impact the scoring due to the lack of prior ratings

Lead State's Response: *No change. Offerors can describe their experience and qualifications in Attachment H, Offeror Response Worksheet, in Section A, Experience and Qualifications for evaluation by the panel.*

Q23. Attachment E, Page 37 Regarding Exhibit B, the agreement begins with page 3 of 11. Was this intentional, or are there two additional pages missing that should be included?

Lead State's Response: *No change. The error in page numbering appears to be a formatting error. It is important to note that sample Participating Addendum appearing in Attachment E Amendment #1, Participant Information, is for information purposes only and may not reflect the actual terms and conditions the representative state will ultimately use in their Participating Addendum.*

Q24. Attachment C, RFP EVALUATION PLAN, (pg. 2, b) Discount % Off Evaluation: Discount % Off Evaluation states: The proposed discount percentages (%) will be averaged across each category to determine the highest average discount % off. The highest average discount % will be used as a baseline to assign the available cost points to the other vendors. The formula for calculating cost points earned for this portion is **Offeror's Average Discount / Highest Average Discount x Discount Points Available**

How will the State evaluate differences in respondents' catalog list prices?

Lead State's Response: *No change. Based on the evaluation plan, list prices are not evaluated for the discount off portion of the cost proposal. Averaging multiple discounts into one evaluated amount is the most efficient model for accounting for differences in the discount percentages provided in the offer.*

Q25. Section V. NASPO ValuePoint Provisions, 5.2, 5.2.1 NASPO ValuePoint Fee. (pg. 6): This Subsection states that "Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of two-fifths of one percent (0.4% or 0.004)…." Certain bidders to this RFP hold other NASPO awarded contracts with differing NASPO admin fee amounts. Can the state present the following question to NASPO ValuePoint specific to allowing bidders subject to a different admin fee amount than that provided in this RFP to be grandfathered so as to pay the admin fee amount associated with the other NASPO contract they hold so as to standardize the contractors' admin fee payment across their NASPO contracts?

Lead State's Response: *No change. The administrative fee stated in Section V, Subsection 5.2.1 of this RFP is specific to this solicitation and shall be the administrative fee for Master Agreements awarded as a result of this solicitation. The administrative fee structure outlined in this RFP applies uniformly to ensure consistency and transparency across all awarded vendors.*

Attachment I Amendment #1
COST PROPOSAL - 5400028525
Section 2: Market Basket Evaluation
Rescue & Public Protection Equipment

ADDITIONAL INSTRUCTION:
1. Offeror must complete all required fields B, C, E-G, (fields in a Green highlight) on this Cost Proposal. The format and structure of the Cost Proposal is intended to allow for a fair market basket type evaluation of like cost amount Offerors. Deviation from the format or structure of this Cost Proposal may result in Offeror's Proposal being deemed non-responsive.
2. We have provided a description of each product in the market basket as well as a representative brand and model as an example. Offerors do NOT have to bid the representative brand and model, they are provided as a way to set a level of quality and to clarify the product description. Offered products must be equal in quality and possess the same fit, form and function of the example product.
3. Offeror is wholly responsible for ensuring figures and calculations submitted in Offeror's completed Cost proposal as accurate, even if formulas have been provided by the Lead State as a courtesy.
4. Quantiles for each line item is one (1) of the line item as described unless specified as Case (CS), Pack (PK) or Kit (KT), Square Foot (SQ FT), Foot (FT),Bag (BG), Drum (DR), Pair (PR) or Set (ST)
5. The "TOTAL PRICE FOR CATEGORY #" will automatically calculate, the "Extended Price" for each line item ***WILL NOT.***

Category #	Manufacturer' Name	Manufacturer's Part Number	Description	List Price	Minimum Discount % Off	Extended Price
	Category 1 Rescue Equipment					
1	TACTICAL ELECTRONICS	TK03TBTK01TN	Tactical Bomb Tech Kit essential tools including WASSP, Multimeter, RIP Kit 1st Line and Drill with battery. EXAMPLE: Tactical Electronics TK03TBK01TN	9,254.24	41%	$5,460.00
2	TACTICAL ELECTRONICS	SP02WSPP10BL	Wire Attack Special Piercer Probes (WASPP Kit) 10 lead. EXAMPLE: Tactical Electronics SP02WSPP10BL	2,516.95	41%	$1,485.00
3	ZODIAC OF NORTH AMERICA	N10181	Inflatable Boat, 15'5" length and Beam 6'3" hull weight 327 lbs. and capacity of 10 persons, maximum power 65L hp. Military grade with capabilities of helidrop/airdrop. EXAMPLE: Zodiac of North America ZDO N10181	43,512.03	41%	$25,672.10
4	Rock-N-Rescue by J.E. Weinel Inc	O60101-RED-300	1" Tube Nylon Red x 300ft spool. EXAMPLE: Rock N Rescue RNR O60101 Red 300	237.27	41%	$139.99
5	TELEDYNE FLIR COMMERCIAL SYSTEMS INC	7TM-01-F330	Thermal Monocular 640x480 12um 60Hz 25mm 18°. EXAMPLE: Teledyne Flir Commercial System FLIR 7TM 01 F330	5,861.02	41%	$3,458.00
6	CMC Rescue Inc.	294029	Protection for rescue rope with canvas and vinyl coated polyester with a guard to keep it in place. EXAMPLE: CMC Rescue Inc. CMC 294029	80.96	41%	$47.77
7	CMC Rescue Inc.	441103	Heavy duty water resistant rescue dry bag with multiple pockets shoulder straps and waist belt adjuster. EXAMPLE: CMC Rescue Inc. CMC 441103	381.06	41%	$224.83
8	AIR SYSTEMS INTERNATIONAL	MACK-3	Portable Multi-Air Commander Kit for first responders Air distribution for breathing, filling and rescue application. Must meet NFPA Requirements. EXAMPLE: Air System International Air Mack 3	6,080.51	41%	$3,587.50
9	AVON PROTECTION SYSTEMS, INC	70501-697-7	Single Mask air purifying respirator provides specialist operators maximum level of protection to the face eyes and respiratory tract. Flexible single lens visor, high flow hydration systems 6 point fire hardened skull cap and full range of filters. EXAMPLE: Avon Protection Systems Inc. AVO 70501 697 7	1,775.11	41%	$1,047.31
10	Enerpac	ECSE300B	Jaw's of Life Cutters 11.81 in Max Blade Aperture HRC 41, 5.17 ton spreading force Power cutter spreader combination tools have an electric motor that power a radial pump to drive the hydraulic cylinder. Their blades cut cleaning through metal. EXAMPLE: ECSE300B 845HZ5	16,470.08	41%	$9,717.35
	TOTAL PRICE FOR CATEGORY 1 Rescue Equipment					$50,839.85
	Category 2 Hazmat Equipment					
1	Blackline Safety	ER-SX-G7C-P-DFOV-NA2-5Y	Multi-Gas Pump gas detector for confine spaces to check for leaks. EXAMPLE: Blackline Safety ER SX G7C P DFOV NA2 5Y	8,720.66	41%	$ 5,145.19
2	Blackline Safety	ER-SX-G7C-Q-DFOV-NA2-5Y	Personal Gas Detention Device with two way communication and location technology. EXAMPLE: Blackline Safety ER SX GRC Q DFOV NA2 5Y	7,878.10	41%	$ 4,648.08
3	Bridgehill AS	101252	Car Standard Fire Blanket for single use for fire suppression 6" x 26' 2". EXAMPLE: Bridgehill AS 101251	2,108.00	41%	$ 1,243.72
4	Blauer Mfg Co. Inc.	RWZ9435AG-LG-R	Suit with gloves to protect against CBRN threat encompassing liquid and vapor. EXAMPLE: Blauer MFG Co BLR RWZ9435AG	3,379.24	41%	$ 1,993.75
5	Teledyne FLIR Defense (Detection)	R225-LGN	Personal Radiation compact Detector 18mm cubic CSI detector utilizing SiPM technology Compliance with ANSI N42.48SPRD. EXAMPLE: Teledyne FLIR R225 LGN	14,500.00	41%	$ 8,555.00
6	RAE Systems Inc	M020-11111-111	Multigas Monitor Pumped & Accessories Kit - provides detection and monitoring of Oxygen, combustibles and toxic gasses that include Carbon Monoxide Hydrogen Sulfide Sulfur Dioxide and Hydrogen Cyanide. EXAMPLE: RAE System M020 11111 111	1,779.83	41%	$ 1,050.10
7	ACME UNITED CORP	91354	First Aid Standard Disposable Emergency Blankets 40" x 84" EXAMPLE: MS-44100	2.70	41%	$ 1.59
8	RAE Systems Inc	C03-0942-000	Oxygen O2 sensor maintaining awareness of oxygen levels. EXAMPLE: RAE Systems C03-0942-000	428.64	41%	$ 252.90
9	FireCraft Safety Products	906-FC000-08	Combustible gas leak detector hand held instrument natural gas methane or propane gas leaks. EXAMPLE: FireCraft Safety Products 906 FC000 08	912.04	41%	$ 538.10
10	FireCraft Safety Products	907-FC000-01	Advance Instrument for detecting gas leaks to measure combustible gases and other volatile organic compounds. EXAMPLE: Fire Craft Safety Products 907 FC000 01	1,646.41	41%	$ 971.38
	TOTAL PRICE FOR CATEGORY 2 Hazmat Equipment					$24,399.81
	Category 3 Intervention Equipment					
1	Zeptive, Inc.	ZVD2200	Vape Detector- Wired, Multiple Gas Detection. EXAMPLE: Zeptive MDL ZVD2200	1,303.39	41%	$ 769.00
2	3M	3M-SECURITY-ULTRA-S800	Security Window Film, 3800 SF, Multi-layered, Optically Clear, Tear-Resistant. EXAMPLE: 3M Scotchshield S800	19.93	41%	$ 11.76
3	WINDOW FILM DEPOT INC	WETGLAZE ATTACHMENT SYSTEM	Security Window Film Attachment System. EXAMPLE: 3M Attachment System	9.49	41%	$ 5.60
4	CEIA USA LTD	108960-LTE	Weapon Detection System, Relocatable Bollards, Battery or Wall Outlet Power Supply. EXAMPLE: Opengate 108960 LTE	31,372.67	41%	$ 18,509.88
5	CEIA USA LTD	109444BU4	Stabilizing Plate for Weapon Detection System. EXAMPLE: Opengate 109444BU	914.00	41%	$ 539.26
6	CEIA USA LTD	MSD	Magneto Static Detector, Portable, 360 Degree Detection. EXAMPLE: CEIA MSD	14,046.87	41%	$ 8,287.65
7	CEIA USA LTD	120876	Transport Kit for Weapon Detection System. EXAMPLE: CEIA 120876	2,510.99	41%	$ 1,481.48
8	CEIA USA LTD	PD240-SET	Hand Held, Rechargeable Metal Detector, Indoor/Outdoor Use. EXAMPLE CEIA PD240-SET	539.02	41%	$ 318.02
9	TACTICAL ELECTRONICS	CR03TACK01BL	Tactical Camera, Adjustable Pole, Under Door Camera Head. EXAMPLE: Core Tactical Kit CR03TACK01BL	31,025.42	41%	$ 18,305.00
10	3M Occupational Health & Safety	MT14H41A-300NA GE	Headset, Tactical, Omni-Directonal Microphones. EXAMPLE: 3M Peltor ComTac MT14H41A-300NA GE	1,589.48	41%	$ 937.79
	TOTAL PRICE FOR CATEGORY 3 Intervention Equipment					$49,165.44
	Category 4 Decontamination Equipment					
1	Blackline Safety	J-EX8N-01-NA2-000000-OXXX-3Y-XXX-3Y	Area Gas Monitor, Rechargeable, Wireless Gas Monitoring. EXAMPLE: Blackline G7 EXO	9,646.72	41%	$ 5,691.56
2	Kappler	Z5H583 OR 2X/3X	Encapsulating Hazmat Suit, Level A, Orange, Size 2X/3X. EXAMPLE: Zytron Z5H583	1,924.47	41%	$ 1,135.44
3	Kappler	Z5H583 OR LG/XL	Encapsulating Hazmat Suit, Level A, Orange, Size L/XL. EXAMPLE: Zytron Z5H583	1,749.52	41%	$ 1,032.22
4	First Line Technology, LLC	FBT-PAD-12X12-50	Wipe/Pad, Dry Decontamination, 12x12, Non-Reactive, Non-Abrasive, Non-Shedding, Active, 50 Per Case. EXAMPLE: Fibertect FBT-PAD	1,652.54	41%	$ 975.00
5	Team Wendy	73-R3-22S-E22	Ballistic Helmet, Lightweight, NIJ Level III, NVG Mount, Accessory Mounting System, Size XL. EXAMPLE: Team Wendy Exfil Ballistic	2,438.51	41%	$ 1,438.72
6	Team Wendy	73-R3-21S-E21	Ballistic Helmet, Lightweight, NIJ Level III, NVG Mount, Accessory Mounting System, Size M/L. EXAMPLE: Team Wendy Exfil Ballistic	2,438.51	41%	$ 1,438.72
7	Avon Protection Systems, Inc	72850-14	Respirator, Air Purifying, Single Lens Visor, Hydration System, Protection from CBRN. EXAMPLE: Avon FM54	1,445.97	41%	$ 853.12
	Avon Protection Systems, Inc	70501-187	Gas Mask, Tactical Full-Face, Accessories Carrier, Cannister Configuration, Size L. EXAMPLE: Avon C50 Twin	783.58	41%	$ 462.31
9	Serstech AB	ARX003-NEH-SK1	Raman Spectrometer, Hand Held, Bar Code Reader, Autofocus, 3.5" Display (Minimum), USB/Wi-Fi Connection, One Demo Library. EXAMPLE: Serstech Arx Raman Spectrometer ARX-003	67,091.02	41%	$ 39,583.70
10	Industrial Scientific	18109156	Cylinder, Calibration Gas, Hydrogen Sulfide, 25 PPM, 58L. EXAMPLE: Industrial Scientific ISC 18109156	450.00	41%	$ 265.50
	TOTAL PRICE FOR CATEGORY 4 Decontamination Equipment					$ 52,876.29

Attachment I Amendment #1
COST PROPOSAL - 5400028525
Discount % Off Evaluation
Rescue & Public Protection Equipment

Additional Instructions:

1. Offeror must complete all required fields (Fields in blue highlight) "D" & "F" are optional fields on this Cost Proposal. The Format and structure of the Cost Proposal is intended to allow for a fair discount % off type evaluation of like costs among offerors. Deviation from the format or structure of this Cost Proposal may result in Offeror's proposal being deemed non-responsive.

2. It has been determined that the best pricing structure for this portion of the evaluation is a simple "percentage off" of the most current dated Supplier's suggested government, commercial catalog, or price list. Suppliers can submit actual pricing schedule for their equipment with the percentage discount already figured, as long as the Supplier list price is stated first, then the discount, then the final price. You will have to keep it updated as pricing changes occur.

3. Within the tables, if you have different discounts for different brands/models/sizes of products or options, you WILL have to list the items separately. If you need more space insert additional lines as necessary.

Category#

Offered Minimum Discount % Off

41% off Safeware Catalog List Price for ***Products***

10% off Safeware Catalog List Price for ***Services and Training***

1 **Rescue Equipment** Hard type value **ONLY** if offering a single % off entire category -- >

Brand Name / Model	Price Book/Catalog date of Manufacturers Current published retail price list	List Price	Minimum Discount % Off	Extended Price
Insert additional lines if needed				

Offered Minimum Discount % Off

41% off Safeware Catalog List Price for ***Products***

10% off Safeware Catalog List Price for ***Services and Training***

2 **HazMat Equipment** Hard type value **ONLY** if offering a single % off entire category -- >

Brand Name / Model	Price Book/Catalog date of Manufacturers Current published retail price list	List Price	Minimum Discount % Off	Extended Price
Insert additional lines if needed				

Offered Minimum Discount % Off

41% off Safeware Catalog List Price for ***Products***

10% off Safeware Catalog List Price for ***Services and Training***

3 **Intervention Equipment** Hard type value **ONLY** if offering a single % off entire category -- >

Brand Name / Model	Price Book/Catalog date of Manufacturers Current published retail price list	List Price	Minimum Discount % Off	Extended Price
Insert additional lines if needed				

Offered Minimum Discount % Off

41% off Safeware Catalog List Price for ***Products***

10% off Safeware Catalog List Price for ***Services and Training***

4 **Decontamination Equipment** Hard type value **ONLY** if offering a single % off entire category -- >

Brand Name / Model	Price Book/Catalog date of Manufacturers Current published retail price list	List Price	Minimum Discount % Off	Extended Price
Insert additional lines if needed				

Attachment I Amendment #1
COST PROPOSAL - 5400028525
Volume Discount % off Evaluation
Rescue & Public Protection Equipment Volume Discount Cost Evaluation and Contract Offering

Additional Instructions:

Within the tables, list the volume discounts you intend to provide under the resulting contract award. If you need more space, insert additional lines as necessary. Light Blue highlighted cells signify a requested vendor input.

Category#

1 Volume Discount -Rescue Equipment

Brand Name / Model	Price Book/Catalog date of Manufacturers Current published retail price list	Minimum Quantity for Volume Discount	Volume Discount % Off
	Safeware Catalog	Any line item totalling $20,000.00 or more	42% off Products
	Safeware Catalog	Any line item totalling $50,000.00 or more	43% off Products
	Safeware Catalog	Any line item totalling $100,000.00 or more	44% off Products
Insert additional lines if needed			

2 Volume Discount - Hazmat Equipment

Brand Name / Model	Price Book/Catalog date of Manufacturers Current published retail price list	Minimum Quantity for Volume Discount	Volume Discount % Off
	Safeware Catalog	Any line item totalling $20,000.00 or more	42% off Products
	Safeware Catalog	Any line item totalling $50,000.00 or more	43% off Products
	Safeware Catalog	Any line item totalling $100,000.00 or more	44% off Products
Insert additional lines if needed			

3 Volume Discount -Intervention Equipment

Brand Name / Model	Price Book/Catalog date of Manufacturers Current published retail price list	Minimum Quantity for Volume Discount	Volume Discount % Off
	Safeware Catalog	Any line item totalling $20,000.00 or more	42% off Products
	Safeware Catalog	Any line item totalling $50,000.00 or more	43% off Products
	Safeware Catalog	Any line item totalling $100,000.00 or more	44% off Products
Insert additional lines if needed			

4 Volume Discount - Decontamination Equipment

Brand Name / Model	Price Book/Catalog date of Manufacturers Current published retail price list	Minimum Quantity for Volume Discount	Volume Discount % Off
	Safeware Catalog	Any line item totalling $20,000.00 or more	42% off Products
	Safeware Catalog	Any line item totalling $50,000.00 or more	43% off Products
	Safeware Catalog	Any line item totalling $100,000.00 or more	44% off Products
Insert additional lines if needed			

	State of South Carolina **Change Order #1** **Solicitation 5400028525**	**Contract Number**: 4400038604 Procurement Officer: Michael Speakmon, CPPO Phone: (803) 737-9816 E-Mail Address: mspeakmon@mmo.sc.gov Address: 1333 Main Street, Suite 700 Columbia, SC 29201

DESCRIPTION: **STC Rescue & Public Protection Equipment**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

CONTRACTOR'S NAME AND ADDRESS: **Safeware, Inc. (7000157872)**
4403 Forbes Blvd.
Lanham, MD 20706

TYPE OF CHANGE:

☐ Change to Contract Scope of Work

☐ Change to Contract Pricing Pursuant to Existing Contract Clause.
Clause Name ______________________. Clause No. ______________

☐ Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)

✓ Other Change

IMPORTANT NOTICE:

✓ Change Order: Contractor is required to sign this document and return 1 copies to the procurement officer named above by the following date: **February 6, 2026**.

☐ Contract Modification: Contractor is required to acknowledge receipt of this document in writing by the following date: ______________. Contractor does not indicate agreement with change simply by acknowledging receipt.

DESCRIPTION OF CHANGE / MODIFICATION:

The purpose of this change order is to correct the categories of equipment provided under the contract. The Scope of Work, Section III.A.1 of the Master Agreement is replaced with the following:

a. Rescue Equipment
b. Hazmat Equipment
c. Intervention Equipment
d. Decontamination Equipment

Except as provided herein, all terms and conditions of the Offer and the Solicitation remain unchanged and remain in full force and effect.

CONTRACTOR'S CERTIFICATE OF CURRENT COST OR PRICING DATA: The Contractor certifies that, to the best of its knowledge and belief, the cost or pricing data (as defined by 48 C.F.R. 2.101) submitted, either actually or by specific identification in writing, by the Offeror to the Procurement Officer in support of the proposed contract are accurate, complete, and current as of the date this record of negotiations is signed. [*Procurement Officer must initial here* ________ *if Certificate inapplicable to this Change Order*]
(See "Pricing Data – Audit – Inspection" provision.) (Reference § 11-35-1830 & R. 19-445.2120)

CONTRACTOR'S CERTIFICATE REGARDING ORGANIZATIONAL CONFLICTS OF INTEREST (OCI): The contractor certifies that it has complied with its obligation to disclose any actual or potential organizational conflict of interest.
(See "Organizational Conflict of Interest" provision) (Reference § 11-35-1840 & R. 19-445.2127)

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE THIS CHANGE ORDER & CERTIFICATE ON BEHALF OF CONTRACTOR:	SIGNATURE OF PERSON AUTHORIZED TO EXECUTE / ISSUE THIS CHANGE ORDER / CONTRACT MODIFICATION ON BEHALF OF USING GOVERNMENTAL UNIT:
By: ______ (authorized signature)	By: ______ (authorized signature)
Richard L Bond (printed name of person signing above)	Michael Speakmon, CPPO (printed name of person signing above)
Its: Chief Revenue Officer (title of person signing above)	Its: Procurement Director (title of person signing above)
Date: 02-06-26	Date: 2/6/26

CHANGE ORDER (APR 2024)