

**SECURITY & FIRE PROTECTION SERVICES**  
Lead by the State of Nevada

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Master Agreement #: 3407

Contractor: **INTRAWORKS INC.**

Participating Entity: **STATE OF UTAH**

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

Category 1: Access Control Systems

Category 2: Burglar Alarms

Category 3: Surveillance Services & Equipment

Category 5: Fire Extinguishing Systems

Category 6: Fire Sprinkler Systems

Category 7: Fire Alarm/Protective Signaling Systems

Category 8: High Security Control Systems

Category 9: Inspections & Monitoring - Fire Extinguishing Systems; Fire Sprinkler Systems; Alarm Monitoring; Fire Alarm/Protective Signaling Systems

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

Category 4: Portable Fire Extinguishers

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers the *Security & Fire Protection Services* led by the *State of Nevada* for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors): Contractor

Name:	Kevin Mayer
Telephone:	505-884-1970
Email:	kmayer@intraworksusa.com

**SECURITY & FIRE PROTECTION SERVICES**

Lead by the State of Nevada

Participating Entity

Name:	Amy Gerrard
Address:	3150 State Office Building Salt Lake City, Utah 84114
Telephone:	801-538-3146
Fax:	801-538-3882
Email:	agerrard@utah.gov

**4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

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

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

**Addition of Attachment A: Participating Addendum Terms and Conditions for Goods and Services**

Any conflicts between Attachment A in this Participating Addendum and the Master Agreement will be resolved in favor of Attachment A

5. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
6. Travel: Travel costs associated with the delivery of Procurement Items or Services under this Participating Addendum will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the vendor for correction. Vendor must provide potential travel costs to eligible users prior to the delivery of Procurement Items or Services.

**PARTICIPATING ADDENDUM****SECURITY & FIRE PROTECTION SERVICES**Lead by the State of Nevada

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

Participating Entity: State of Utah	Contractor:  IntraWorks, Inc.
Signature: 	Signature: 
Name: <del>Kent Beers</del> 	Name:  Kevin L. Mayer
Title: <del>Chief Procurement Officer,</del> <del>State of Utah</del> 	Title:  President
Date: 	Date:  09.19.17

## State of Utah Terms and Conditions

1. **DEFINITIONS:** The following terms shall have the meanings set forth below, terms defined in Attachment A of the Master Agreement will have the same definition in this Participating Addendum:
  - a) **"Division"** means the Division of Purchasing and General Services.
  - b) **"Eligible User(s)"** means those authorized to use State Cooperative Contracts, including this Participating Addendum, and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
  - c) **"End User Agreement"** means any agreement that Eligible Users are required to sign in order to participate in this Participating Addendum, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
  - d) **"Procurement Item"** means the Product that Contractor is authorized to provide to Eligible Users under this Participating Addendum and Master Agreement.
  - e) **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - f) **"Subcontractors"** means a person under contract with a Contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
2. **GOVERNING LAW AND VENUE:** This Participating Addendum shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Participating Addendum shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made under this Participating Addendum. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, Division staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Participating Addendum.
4. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
  - a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  - b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  - c. Contractor's failure to comply with this section will be considered a material breach of this Participating Addendum.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.
6. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the Participating Addendum, with responsibility for all Procurement Items delivered and/or performed as stated in this Participating Addendum. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Participating Addendum into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Eligible Users under this Participating Addendum. Contractor is responsible for its Subcontractors compliance under this Participating Addendum.
7. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Participating Addendum caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of an Eligible User. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property of an Eligible User.
8. **AMENDMENTS:** This Participating Addendum may only be amended by the mutual written agreement by the Division and Contractor, which amendment will be attached to this Participating Addendum. Automatic renewals will not apply to this Participating Addendum, even if identified elsewhere in this Participating Addendum.
9. **TERMINATION:** Unless otherwise stated in this Participating Addendum, this Participating Addendum may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Participating Addendum may be



terminated for cause immediately and subject to the remedies below. This Participating Addendum may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon thirty (30) days written termination notice being given to the other party. The Division and the Contractor may terminate this Participating Addendum, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Participating Addendum, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the Eligible Users be liable to the Contractor for compensation for any Procurement Item neither requested nor accepted by an Eligible User. In no event shall the Division's exercise of its right to terminate this Participating Addendum for convenience relieve the Contractor of any liability to the Eligible Users for any damages or claims arising under this Participating Addendum.

10. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order that results from this Participating Addendum may be terminated in whole or in part at the sole discretion of an Eligible User, if an Eligible User reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Participating Addendum; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Participating Addendum. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, an Eligible User will reimburse Contractor for the Procurement Item(s) properly ordered and/or properly performed until the effective date of said notice. An Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

11. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Participating Addendum will be paid for from an Eligible User's funds and used in the exercise of an Eligible User's essential functions. Upon request, an Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request an Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Participating Addendum.
12. **INSURANCE:** Contractor shall at all times during the term of this Participating Addendum, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Contractor also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the general liability insurance policy and other required insurance policies to the Division within thirty (30) days of contract award. Contractor must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance as required will be deemed a material breach of this Participating Addendum. Contractor's failure to maintain this insurance requirement for the term of this Participating Addendum will be grounds for immediate termination of this Participating Addendum.
13. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the Eligible User. The Participating Addendum number shall be listed on all invoices, freight tickets, and correspondence relating to this Participating Addendum. The prices paid by an Eligible User will be those prices listed in this Participating Addendum, unless Contractor offers a prompt payment discount within its Response or on its invoice. Eligible Users have the right to adjust or return any invoice reflecting incorrect pricing.
14. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.
15. **FORCE MAJEURE:** Neither an Eligible User nor Contractor will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. An Eligible User may terminate a purchase order resulting from this Participating Addendum after determining such delay will prevent Contractor's successful performance of this Participating Addendum.
16. **LARGE VOLUME DISCOUNT PRICING:** No amendment to this Participating Addendum is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
17. **REPORTS AND FEES:**
  - a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the Division in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The quarterly administrative fee will be one percent (1%) and will apply to all purchases (net of any returns, credits, or adjustments) made under this Participating Addendum.
  - b. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The quarterly report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address: [salesreports@utah.gov](mailto:salesreports@utah.gov).
  - c. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

d. **Fee Payment:** After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

e. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Participating Addendum.

18. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Participating Addendum.
19. **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Participating Addendum, then a copy of the End User Agreement must be attached to this Participating Addendum as an attachment. The term of the End User Agreement shall not exceed the term of this Participating Addendum, and the End User Agreement will automatically terminate upon the completion of termination of this Participating Addendum. An End User Agreement must reference this Participating Addendum, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Participating Addendum.
20. **WORK ON ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on the premises of an Eligible User shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The Eligible User may remove any individual for a violation hereunder.
21. **PARTICIPATING ADDENDUM INFORMATION:** During the duration of this Participating Addendum the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Participating Addendum to inquire about Contractor's job vacancies within the State of Utah.
22. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Participating Addendum, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
23. **TRAVEL COSTS:** If travel expenses are permitted, all travel costs associated with the delivery of Procurement Items under this Participating Addendum will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the vendor for correction.
24. **PERFORMANCE EVALUATION:** The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors.
25. **STANDARD OF CARE:** The services performed by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the services that are the subject of this Participating Addendum. Contractor shall be liable to the Eligible User for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
26. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Participating Addendum.
27. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division or an Eligible User, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division or an Eligible User appoints such an expert or panel, the Division or the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
28. **SURVIVAL OF TERMS:** Termination or expiration of this Participating Addendum shall not extinguish or prejudice Eligible Users' right to enforce this Participating Addendum with respect to any default of this Participating Addendum or defect in the Procurement Item(s) that has not been cured.
29. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Participating Addendum shall not affect the validity or enforceability of any other provision, term, or condition of this Participating Addendum, which shall remain in full force and effect.
30. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Participating Addendum. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.



## **NASPO ValuePoint Master Agreement Terms and Conditions**

**State of Nevada Department of Administration,  
Purchasing Division (Lead State)**  
515 E. Musser St, Rm 300  
Carson City, NV 89701  
Contact: Ronda Miller, Purchasing Officer II  
Phone: (775) 684-0182 Fax: (775) 684-0188  
Email: [rlmiller@admin.nv.gov](mailto:rlmiller@admin.nv.gov)

and

**IntraWorks, Inc.**  
7910 Lorraine Ct NE  
Albuquerque, NM 87113  
Contact: Kevin Mayer, President  
Phone: (505) 884-1970 Fax: (505) 884-8585  
Email: [kmayer@intraworksusa.com](mailto:kmayer@intraworksusa.com)

### **1. Master Agreement Order of Precedence**

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Scope of Work;
- (5) The Solicitation RFP 3407 Security & Fire Protection Services (Attachment AA); and
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State (Attachment BB).

- Categories Awarded:

- **Category 1:** Access Control Systems

**Category 2:** Burglar Alarms

**Category 3:** Surveillance Services & Equipment

**Category 4:** Portable Fire Extinguishers

**Category 5:** Fire Extinguishing Systems

**Category 6:** Fire Sprinkler Systems

**Category 7:** Fire Alarm/Protective Signaling Systems

**Category 8:** High Security Control Systems

**Category 9:** Inspections & Monitoring

- Fire Extinguishing Systems
- Fire Sprinkler Systems
- Alarm Monitoring
- Fire Alarm/Protective Signaling Systems

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall 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.

## **2. Definitions**

**Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

**Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

**Embedded Software** means one or more software applications which permanently reside on a computing device.

**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.

**Lead State** means the State centrally administering any resulting Master Agreement(s).

**Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

**NASPO ValuePoint** is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. 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.

**Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

**Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

**Participating Entity** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

**Participating State** means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to participate through execution of a Participating Addendum.

**Product** 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 Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

**Purchasing Entity** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

## **NASPO ValuePoint Program Provisions**

### **3. Term of the Master Agreement**

a. The initial term of the Contract will be two (2) years (August 15, 2017 through July 31, 2019) with the option of three (3) 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.

b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, 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 shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

### **4. Amendments**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and

Contractor.

## **5. Participants and Scope**

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The 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. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. 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. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarket Center; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement

Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

**g. Resale.** “Resale” means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. 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 (the definition of which includes services that are deliverables). 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.

## **6. Administrative Fees**

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

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

## **7. NASPO ValuePoint Summary and Detailed Usage Reports**

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. **Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and



Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in Attachment I.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

## **8. NASPO ValuePoint Cooperative Program Marketing and Performance Review**

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to 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 qualifying entities can participate in the Master Agreement.

b. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

## **9. NASPO ValuePoint eMarket Center**

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. dba JAGGAER whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to

view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

d. If the solicitation requires either a catalog hosted on or integration of a punchout site with eMarket Center, or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

## **10. Right to Publish**

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. The Contractor shall not make any representations of NASPO ValuePoint'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. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

## **11. Price and Rate Guarantee Period**

All prices and rates must be guaranteed for the initial term of the Master Agreement. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

## **12. Individual Customers**

Except to the extent modified by a Participating Addendum, 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, 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.

## Administration of Orders

### 13. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define 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.

c. 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.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall 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.

h. 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. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master 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 Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, 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.

#### **14. Shipping and Delivery**

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. 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 shall be shipped without charge.

b. 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 other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

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

#### **15. Laws and Regulations**

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

#### **16. Inspection and Acceptance**

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. 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. 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.

c. 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.

d. The warranty period shall begin upon Acceptance.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance 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. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, 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. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

## **17. Payment**

Payment after Acceptance is normally made within 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, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

## **18. Warranty**

Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially

reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, 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. 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.

## **19. Title of Product**

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. Transfer of title to the Product shall 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 shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

## **20. 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.

## **General Provisions**

### **21. Insurance**

a. Unless otherwise agreed in a Participating Addendum, Contractor 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.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

#### **1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language:

"The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

- a. The policy shall be endorsed to include the following additional insured language:  
"The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.  
b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

5. Network Security (Cyber) and Privacy Liability:

Per Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

6. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. 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.



d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

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

## **22. Records Administration and Audit**

a. 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 shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this 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.

b. 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.

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

## **23. Confidentiality, Non-Disclosure, and Injunctive Relief**

a. 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. 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"). 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. 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.

b. 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. 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. 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. 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. 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.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in 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.

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

## **24. Public Information**

This Master Agreement and all related documents are subject to disclosure pursuant to the

Purchasing Entity's public information laws.

## **25. Assignment/Subcontracts**

a. 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.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

## **26. Changes in Contractor Representation**

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to 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.

## **27. Independent Contractor**

The Contractor shall be an independent contractor. Contractor shall have 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 agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

## **28. Cancellation**

Unless otherwise stated, this Master Agreement may be canceled by either party upon **60 days** written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon **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 shall 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.

## **29. Force Majeure**

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

## **30. Defaults and Remedies**

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

(1) Nonperformance of contractual requirements; or

(2) A material breach of any term or condition of this Master Agreement; or

(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; or

(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

(5) Any default specified in another section of this Master Agreement.

b. 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 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 shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. 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:

(1) Exercise any remedy provided by law; and

(2) Terminate this Master Agreement and any related Contracts or portions thereof; and

(3) Impose liquidated damages as provided in this Master Agreement; and

(4) Suspend Contractor from being able to respond to future bid solicitations; and

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

d. 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 a Purchase 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 shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

### **31. Waiver of Breach**

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

### **32. 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 this transaction (contract) 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.

### **33. Indemnification**

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, 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 act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("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 ("Intellectual Property Claim") of another person or entity.

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

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order 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

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(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 it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. 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 it 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. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

#### **34. No Waiver of Sovereign Immunity**

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

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.

#### **35. Governing Law and Venue**

a. The procurement, evaluation, and award of the Master Agreement shall 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 shall 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 shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. 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 Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall 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 shall be in the Purchasing Entity's State.

c. 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.

#### **36. 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.

### 37. 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.

### 38. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

#### Independent Contractor Approval:

	<u>07.25.2017</u>	<u>President</u>
Independent Contractor's Signature	Date	Independent Contractor's Title

#### State of Nevada (Lead State) Approval:

	<u>8-15-2017</u>	<u>CPO, NV state Purchasing Administrator</u>
Jeffrey Haag	Date	

#### Approved as to form by:

	<u>8 Aug 17</u>	<u>Deputy Attorney General for Attorney General</u>
	Date	





**The State of Nevada**  
Department of Administration, Purchasing Division

In conjunction with



**Request for Proposals**

**Nevada Solicitation Number 3407**

**NASPO ValuePoint Master Agreement for  
Security & Fire Protection Services**

Release Date: March 22, 2017

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***Please See IntraWorks Responses Below***

## **RFP Administrative Information**

RFP Title:	Security & Fire Protection Services
RFP Project Description: (See Section 1.1)	The State of Nevada, in conjunction with NASPO ValuePoint, is seeking vendors to provide Security & Fire Protection Services and related equipment.
RFP Lead: (See Section 1.2)	Ronda Miller Nevada State Purchasing 515 E. Musser St, Rm 300 Carson City, NV 89701 E-mail: <a href="mailto:rlmiller@admin.nv.gov">rlmiller@admin.nv.gov</a> Phone: 775-684-0182
Submit sealed proposal (if submitting manually):	Address for Courier: 515 E. Musser St, Rm 300 Carson City, NV 89701
MANUAL PROPOSALS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY THE NEVADA DIVISION OF PURCHASING PRIOR TO THE CLOSING DATE AND TIME.	Address for US Mail: 515 E. Musser St, Rm 300 Carson City, NV 89701
1 <sup>st</sup> Set of Questions Deadline:	April 4, 2017 @ 12:00 p.m.
2 <sup>nd</sup> Set of Question Deadline:	April 20, 2017 @ 12:00 p.m.
Question & Answers: (See Section 2.1)	All questions, including those about Terms and Conditions, must be submitted on the following webpage <a href="http://purchasing.nv.gov">http://purchasing.nv.gov</a> . Question must be submitted by the question deadline date
RFP Closing Date: (See Section 1.3)	May 23, 2017
RFP Closing Time:	2:00 p.m. Pacific Time
Initial Term of Contract and Renewals: (See <i>Attachment A</i> , Section 3)	The initial term of the Contract will be two (2) years with the option, upon mutual written agreement, for three (3) additional years. Upon mutual agreement, the contract may be extended or amended.

**TAKE NOTE OF THE 0.25% NASPO VALUEPOINT ADMINISTRATIVE FEE DETAILED IN SECTION 6 OF THE NASPO VALUEPOINT STANDARD TERMS AND CONDITIONS, WHICH MUST BE INCORPORATED INTO YOUR BASE PRICE. OTHER STATES, MAY NEGOTIATE ADDITIONAL ADMINISTRATIVE FEES IN THEIR PARTICIPATING ADDENDA FOLLOWING AWARD OF A MASTER AGREEMENT.**

***IntraWorks Acknowledges & Accepts - KM***

# **REQUEST FOR PROPOSAL**

## **Security & Fire Protection Services**

**Solicitation # 3407**

### **Section 1: NASPO ValuePoint Solicitation - General Information**

#### **1.1. Purpose**

The State of Nevada, Purchasing Division (Lead State) is requesting proposals for Security & Fire Protection Services in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish Master Agreements with qualified offerors to provide Security & Fire Protection Services and related equipment for all Participating States. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the master agreement shall be two (2) years with renewal provisions as outlined in Section 3 of the NASPO ValuePoint Master Terms and Conditions (*Attachment A*).

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors, in the Lead State's discretion.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

#### ***IntraWorks Acknowledges & Accepts - KM***

#### **1.2. Lead State, Solicitation Number and Lead State Contract Administrator**

The State of Nevada Purchasing Division is the Lead State and issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation #3407. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Nevada Purchasing Division is:

Ronda Miller, Purchasing Officer II  
State of Nevada, Purchasing Division  
515 E. Musser St., Rm 300  
Carson City, NV 89701  
[rlmiller@admin.nv.gov](mailto:rlmiller@admin.nv.gov)  
775-684-0182 775-684-0188

***IntraWorks Acknowledges & Accepts - KM***

**1.3 Schedule of Events**

Solicitation Release:	March 21, 2017
1 <sup>st</sup> Set of Questions Deadline:	April 4, 2017 @ 12:00 pm
Responses Available on or about:	April 13, 2017
2 <sup>nd</sup> Set of Question Deadline:	April 20, 2017 @ 12:00 pm
Responses Available on or about:	April 26, 2017
Closing Date and Time:	May 23, 2017 at 2:00 p.m.)
Anticipated Award Date:	June 23, 2017

All times are Pacific Standard Time (PST) unless indicated otherwise.

***IntraWorks Acknowledges & Accepts - KM***

**1.4. Definitions**

The following definitions apply to this solicitation. *Attachment A* also contains definitions of terms used in this solicitation and the NASPO ValuePoint Master Agreement Terms and Conditions.

**Lead State** means the State conducting this cooperative procurement, evaluation, and award.

**Offeror** means the company or firm who submits a proposal in response to this Request for Proposal.

**Proposer** has the same meaning as Offeror.

**Proposal** means the official written response submitted by an Offeror in response to this Request for Proposal.

**"Request for Proposals" or "RFP"** means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

**Vendor** has the same meaning as Offeror.

***IntraWorks Acknowledges & Accepts - KM***

**1.5. NASPO ValuePoint Background Information**

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of

the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites [www.naspovaluepoint.org](http://www.naspovaluepoint.org) and [www.naspo.org](http://www.naspo.org).

***IntraWorks Acknowledges & Accepts - KM***

### **1.6. Participating States**

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: Hawaii, Idaho, Maine, Montana, North Dakota, Ohio, Oklahoma, South Carolina. Other entities may become Participating Entities after award of the Master Agreement. Some States may have included special or unique terms and conditions for their state that will govern their state Participating Addendum. These terms and conditions are being provided as a courtesy to proposers to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate other States' terms and conditions. The Participating States shall negotiate these terms and conditions directly with the supplier. State-specific terms and conditions are included in *Attachment J*.

***IntraWorks Acknowledges & Accepts - KM***

### **1.7. Anticipated Usage**

The historical three (3) year usage data from the current contracts are:

- Fire Services = \$242,402.99
- Security Services = \$41,484,096.88

No minimum or maximum level of sales volume is guaranteed or implied.

***IntraWorks Acknowledges & Accepts - KM***

## **Section 2: Solicitation Requirements, Information and Instructions to Offerors**

### **2.1 RFP Question and Answer Process**

All questions must be submitted on the following website <http://purchasing.nv.gov>. Question must be submitted by the question deadline date and time shown in Section 1.3 (Schedule of Events). Answers will be posted to <http://purchasing.nv.gov/solicitations/> per Section 1.3 of this RFP.

The Lead State may refuse to answer questions received after the Question/Answer deadline.

The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, so Offerors are cautioned about including context in questions that may reveal the source of questions.

***IntraWorks Acknowledges & Accepts - KM***

### **2.2 RFP Addenda**

Formal changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed via formal written addenda issued by the Lead State.

The Lead State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the <http://purchasing.nv.gov/solicitations/> to obtain RFP addenda or other information relating to the RFP.

***IntraWorks Acknowledges & Accepts - KM***

### **2.3 Questions and Answers**

The RFP Question Submittal Form is located on the Solicitation Opportunities webpage at <http://purchasing.nv.gov>. Select the Solicitation Status, Questions dropdown and then scroll to the RFP number and the “Question” link.

The deadline for submitting questions is as specified in the RFP Timeline.

All questions and/or comments will be addressed in writing. An email notification that the amendment has been posted to the Purchasing website will be issued on or about the date specified in the Timeline.

***IntraWorks Acknowledges & Accepts - KM***

### **2.4 Proposal Due Date**

Proposals must be received by the posted Closing date and time as described in the Schedule of Events in Section 1.3 of this RFP. Proposals received after the deadline will be late and rejected.

***IntraWorks Acknowledges & Accepts - KM***



## **2.5 Cancellation of Procurement**

This RFP may be canceled at any time prior to award of the Master Agreement(s) if the Lead State determines such action to be in the collective best interests of Participating States.

***IntraWorks Acknowledges & Accepts - KM***

## **2.6 Governing Laws and Regulations**

This procurement is conducted by the Lead State Purchasing Division, in accordance with the Lead State Procurement Code. These are available at <http://purchasing.nv.gov>.

This procurement shall be governed by the regulations and laws of the Lead State. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in Nevada. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in section 35 of the NASPO ValuePoint Master Agreement Terms and Conditions in *Attachment A*.

***IntraWorks Acknowledges & Accepts - KM***

## **2.7 Firm Offers**

Responses to this RFP, including proposed costs, will be considered firm for (180) days after the proposal due date.

***IntraWorks Acknowledges & Accepts - KM***

## **2.8 Right to Accept All or Portion of Proposal**

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the Offeror so restricts its Proposal, the Lead State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the Lead State and the NASPO ValuePoint program. The Lead State may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

***IntraWorks Acknowledges & Accepts - KM***

## **2.9 Proposal Content and Format Requirements**

Proposals must be detailed and concise. Each Proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point by point response, structured in form and reference to the RFP, addressing all requirements and the Scope of Work elements. Do not submit company literature, brochures and marketing materials.

***IntraWorks Acknowledges & Accepts - KM***

## **2.10 Proposal Submission Instructions**

Proposals must be received by the posted Closing date and time. Proposals received after the deadline will be late and rejected.

***IntraWorks Acknowledges & Accepts - KM***

## **2.11 Required Format**

### **2.11.1 General Submission Requirements**

Vendors must submit their Proposals on one (1) flash drive in accordance with the instructions below:

- The flash drive should consist of a maximum of four (4) PDF files. They are Technical Proposal, Confidential Technical (if applicable), Cost Proposal and Confidential Financial.
- Vendors' proposals must be submitted in counterparts; therefore, vendors must pay close attention to the submission requirements.
- Proposals will have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as "confidential" as defined by the following:
  - Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b).
  - If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with Section 2.11.3, Part I B – Confidential Technical and Section 2.11.5, Part III Confidential Financial Information.
- The remaining section is Part II - Cost Proposal.
- Detailed instructions on proposal submission and packaging follows and vendors must submit their proposals as identified in the following sections. Proposals that do not comply with the following requirements may be deemed non-responsive and rejected at the State's discretion.
- Each section within the technical proposal and cost proposal must be separated with the appropriate section number and title as specified.
- Although it is a public opening, only the names of the vendors submitting proposals will be announced per NRS 333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary,

please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.

- For ease of evaluation, the proposal must be presented in a format that corresponds to and references sections outlined within this RFP and must be presented in the same order. Written responses must be in bold/italics and placed immediately following the applicable RFP question, statement and/or section. Exceptions/assumptions to this may be considered during the evaluation process.
- Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- Any vendor who believes there are irregularities or lack of clarity in the RFP or proposal requirements or specifications are unnecessarily restrictive or limit competition must notify the Purchasing Division, in writing, as soon as possible, so that corrective addenda may be furnished by the Purchasing Division in a timely manner to all proposers.
- If a vendor changes any material RFP language, vendor's response may be deemed non-responsive per NRS 333.311.
- The vendor understands and acknowledges that the representations made in its proposal are material and important, and will be relied on by the Purchasing Division in its evaluation of a Proposal. Any misrepresentation by a vendor shall be treated as fraudulent concealment from the Purchasing Division of the true facts relating to the Proposal.

### ***IntraWorks Acknowledges & Accepts - KM***

#### **2.11.2 PART I A – TECHNICAL PROPOSAL**

The Technical Proposal must not include cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

- Vendors must provide one (1) PDF Technical Proposal file that includes the following Format and Content:

## **Section I — Table of Contents**

An accurate and updated table of contents must be provided.

## **Section II – Vendor Information Sheet**

The vendor information sheet completed with an original signature by an individual authorized to bind the organization must be included in this section.

## **Section III – State Documents**

The State documents tab must include the following:

- The signature page from all amendments with an original signature by an individual authorized to bind the organization.
- *Attachment E* – Confidentiality and Certification of Indemnification/Technical Proposal Certification of Compliance with T&C of RFP with an original signature by an individual authorized to bind the organization.
- *Attachment F* – Vendor Certifications with an original signature by an individual authorized to bind the organization.
- Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- Copies of applicable certifications and/or licenses.

## **Section IV - Section 3 – Scope of Work**

Vendors must place their written response(s) in bold/italics immediately following the applicable RFP question, statement and/or section.

## **Section V– Section 4 – Company Background and References**

Vendors must place their written response(s) in bold/italics immediately following the applicable RFP question, statement and/or section. This section must also include the requested information in Subcontractor Information, if applicable.

## **Section VI – Other Informational Material**

Vendors must include any other applicable reference material in this section clearly cross referenced with the proposal.

## ***IntraWorks Acknowledges & Accepts - KM***

### 2.11.3 PART IB – CONFIDENTIAL TECHNICAL PROPOSAL

- Vendors only need to submit Part IB if the proposal includes any confidential technical information (Refer to *Attachment E*, Confidentiality and Certification of Indemnification/Technical Proposal Certification of Compliance with T&C of RFP).
- If needed, Vendors must provide one (1) PDF Confidential Technical Proposal file that includes the following Format and Content:

#### Section I – Confidential Technical

Vendors must have an appendix in the confidential technical information that cross reference back to the technical proposal, as applicable.

***IntraWorks Acknowledges & Accepts - KM***

### 2.11.4 PART II – COST PROPOSAL

- Vendors must provide one (1) PDF Cost Proposal file.
- The cost proposal must not be marked “confidential”. Only information that is deemed proprietary per NRS 333.020(5)(a) may be marked as “confidential”.

#### Section I – Cost Proposal

- Vendor’s response for the cost proposal must be included in this section.
- Vendor must submit separate cost sheets for each category proposing.

***IntraWorks Acknowledges & Accepts - KM***

### 2.11.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION

- If needed, Vendors must provide one (1) PDF Confidential Financial Information file that includes the following Format and Content:

#### Section I –Financial Information and Documentation

Vendors must place the information required per Section 4 ~ Mandatory Minimum Administrative Proposal Requirements in this section.

***IntraWorks Acknowledges & Accepts - KM***

### 2.11.6 PROPOSAL PACKAGING

- Vendors must submit their Proposals on one (1) flash drive in one (1) sealed package or envelope in accordance with the instructions below.

**Ronda Miller, Purchasing Officer II  
State of Nevada, Purchasing Division  
515 E. Musser Street, Suite 300  
Carson City, NV 89701**

<b>RFP:</b>	3407
<b>OPENING DATE:</b>	May 23, 2017
<b>OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Security & Fire Protection Services
<b>VENDOR'S NAME:</b>	<i>IntraWorks, Inc.</i>

- Proposals must be received at the address referenced in the RFP Administrative Information Section no later than the date and time specified in the RFP Timeline. Proposals that do not arrive by proposal opening time and date will not be accepted. Vendors may submit their proposal any time prior to the above stated deadline.
- The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.

***IntraWorks Acknowledges & Accepts - KM***

## **2.12 Ownership or Disposition of Proposals and other Materials submitted**

Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.

***IntraWorks Acknowledges & Accepts - KM***

## **2.13 Confidential or Proprietary Information**

- As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.
- Vendors are required to submit written documentation in accordance with Attachment E, Confidentiality and Certification of Indemnification/Technical Proposal Certification of Compliance with T&C of RFP demonstrating the material within the proposal marked "confidential" conforms to NRS §333.333, which states "Only specific parts of the proposal may be labeled a "trade secret" as defined in NRS §600A.030(5)". Not conforming to these requirements will cause your proposal to be deemed non-compliant and will not be accepted by the State of Nevada.
- Vendors acknowledge that material not marked as "confidential" will become public record upon contract award.
- It is the vendor's responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.
- Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

***IntraWorks Acknowledges & Accepts - KM***

## 2.14 Offeror Exceptions to Terms and Conditions

The Lead State discourages exceptions to contract terms and conditions in the RFP, attached Participating Entity terms and conditions (if any), and the NASPO ValuePoint Master Agreement Terms and Conditions. Exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Lead State (and its evaluation team), the proposal appears to be conditioned on the exception or correction of what is deemed to be a deficiency or unacceptable exception would require a substantial proposal rewrite to correct. Any exceptions to the cost schedule will not be accepted.

Offerors should identify or seek to clarify any problems with contract language or any other document contained within this RFP through their written inquiries about the RFP using the process in Section 2.1.

Moreover, Offerors are cautioned that award may be made on receipt of initial proposals without clarification or an opportunity for discussion, and the nature of exceptions would be evaluated. Further, the nature of exceptions will be considered in the competitive range determination if one is conducted. In the sole discretion of the Lead State, Exceptions may be evaluated to determine: the extent to which the alternative language or approach poses unreasonable, additional risk to the state; is judged to inhibit achieving the objectives of the RFP; or whose ambiguity makes evaluation difficult and a fair resolution (available to all offerors) impractical given the timeframe for the RFP. Exceptions may result in a Proposal being rejected as nonresponsive and the Lead State is under no obligation to consider exceptions.

***IntraWorks Acknowledges & Accepts without exception- KM***

## 2.15 Certification of Non-Debarment

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

Does any of the above apply to your company?

Yes		No	<b><i>KM</i></b>
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If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

Question	Response
Date of alleged contract failure or breach:	<i>N/A</i>
Parties involved:	<i>N/A</i>

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

Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. Refer generally to NRS 333.335.

The Offeror certifies that neither the Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Offeror cannot certify this statement, attach a written explanation for review by the Lead State.

***None of the principles are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction(master agreement) by any governmental department or agency.***

***IntraWorks Acknowledges & Accepts – KM***

## **Section 3: Evaluation and Award**

### **3.1 Right to Waive Minor Irregularities**

### **3.2 Discussions with Offerors**

### **3.3 Award of Master Agreement(s)**

### **3.4 Evaluation Process**

### **3.5 Notice of Intent to Award**

### **3.6 Protest**

### **3.7 Post Award Formalization of the Master Agreement**

***IntraWorks Acknowledges & Accepts - KM***



## **Section 4: Administrative and Technical Response Requirements**

### **4.1 Mandatory Minimum Administrative Proposal Requirements**

This section contains the minimum requirements that must be met in order to be considered for the evaluation phase. All of the items described in this section are non-negotiable. All Offerors must state willingness and demonstrate ability to satisfy these requirements in the proposal submitted for consideration.

Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.

*IntraWorks, Inc. has been in business for 24 years. From 1993 until 2000, IntraWorks, Inc. was originally d.b.a. Integrated Controls USA., operating under the corporation of Albuquerque Safe & Alarm Inc.*

*On December 13, 2000, Integrated Controls USA Inc. became a separate corporation under the laws of the State of New Mexico. In 2013, due to confusion with another local company, Integrated Controls Systems, owned by Steve Chavez, a company not related to Integrated Controls USA Inc. a name change was decided. Integrated Controls USA Inc. is NOW known as IntraWorks, Inc. This was a simple name change. There was no change in ownership or employees.*

*IntraWorks, Inc. corporate headquarters is located at 7910 Lorraine Ct. NE in Albuquerque, NM 87113. IntraWorks also has office's located Las Vegas, El Paso, Salt Lake City and Denver.*

*Today, IntraWorks, Inc. has emerged as one of the Nation's top leaders \* in integrated systems technologies offering comprehensive, adaptive scalable, modular, and affordable solutions to government agencies and a wide range of other industries.*

*\*IntraWorks, Inc. (formerly known as Integrated Controls USA Inc.) has been ranked in SDM Magazine as one of the Top 100 integrators for the past 15 years.*

*Electronic Building systems are typically categorized into three distinct areas; ENERGY (HVAC), SECURITY (alarms, CCTV, access control), or SAFETY (fire, communications). Most integrators only offer products and services in one category. There are very few that offer even two of the categories and even fewer that integrate all three categories of building systems. IntraWorks is considered a super integrator by the industry and there are only about 10 of them in the United States.*

*Further, IntraWorks uses off-the-shelf equipment to integrate most of its systems together. This keeps the customer out of a proprietary equipment situation; cutting costs by boosting competition. We place an emphasis on saving money for our clients. Value added solutions is the corner stone of what we do and we have saved our clients millions in capital expenditures along with huge savings in ongoing maintenance costs.*

*Although we have provided (4) project examples, IntraWorks has installed and has current relationships with many government agencies to include: IRS, DOE, DOD, Forest Service, Social Security, Denver Water, Fort Bliss, City of Albuquerque and many other cities, counties and tribal governments.*

*Lastly, IntraWorks has a unique way of testing and maintaining all of the special systems it offers and installs. We call it smart service. We bar code each device and enter its data into a cloud based online maintenance and configuration system. Every time the device is tested or repaired, information is updated; keeping IntraWorks and its customers informed 24 hours a day. Smart Service also includes: guaranteed priority response, annual testing, loaner equipment, parts and labor warranty, and software updates.*

*In summary, IntraWorks has been in business for decades and is well established with millions of dollars of projects installed. It utilizes off the shelf products to save its customers money. It continues to service its customers using a unique bar coded tracking system that builds resilience and reliability into each system it installs.*

Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

*IntraWorks, Inc. has been in business for 24 years.*

Financial information and documentation to be included in Section 2.11.5, Part III – Confidential Financial Information.

- **Dun and Bradstreet Number**
- **Federal Tax Identification Number**
- The last two (2) years and current year interim:
  - Profit and Loss Statement

- Balance Statement

### ***IntraWorks Acknowledges & Accepts - KM***

### ***See Below***

#### **4.2 NASPO ValuePoint Master Agreement Statement of Compliance**

NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.

The Master Agreement will include, but not be limited to, the NASPO ValuePoint Standard Terms and Conditions in *Attachment A* and Lead State specific terms and conditions required to execute a master agreement, the scope of work (*Attachment B*) and selected portions of the Offeror's Proposal.

This section highlights particular terms and conditions of NASPO ValuePoint Master Agreement Terms and Conditions, although Offerors will be bound to all the terms and conditions when executing a Master Agreement as shown in *Attachment A*. Offerors must include a statement in their Proposal that they have read and understand all of the terms and conditions as shown in the Master Agreement (*Attachment A*).

***IntraWorks has read and understands all of the terms and conditions as shown in the Master Agreement (attachment A) IntraWorks Acknowledges & Accepts the Master Agreement with NO exceptions - KM***

##### **4.2.a Insurance**

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 21 of the NASPO ValuePoint Master Agreement Terms and Conditions. Describe your insurance or plans to obtain insurance satisfying the requirements in Section 21.

- ***IntraWorks utilizes Philadelphia Insurance Company with a Liability limit of 1 million per occurrence and 3 million aggregate. Philadelphia is licensed in the State of New Mexico, Texas and Nevada. We have an excess umbrella policy of 2 million with Philadelphia***
- ***IntraWorks' Worker compensation Insurance is with Ohio Security Insurance with 1 million aggregate.***
- ***Auto insurance is with Philadelphia Insurance with the same limits as the general liability.***
- ***Errors and omissions is with Philadelphia Insurance with the same limits as the general liability***

### ***IntraWorks Acknowledges & Accepts - KM***

#### **4.2.b NASPO ValuePoint Administrative Fee and Reporting Requirements**

To be eligible for award, the Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed by Section 7 of NASPO ValuePoint Master Agreement Terms and Conditions.

Offerors shall identify the person responsible for providing the mandatory usage reports. This information must be kept current during the contract period. Contractor will be required to provide reporting contact within 15 days of Master Agreement execution.

***IntraWorks Acknowledges & Accepts - KM***

#### **4.2.c NASPO ValuePoint eMarket Center**

To be eligible for award, the Offeror agrees, by submission of a Proposal, to cooperate with NASPO ValuePoint and SciQuest (doing business as JAGGAER) (and any authorized agent or successor entity to JAGGAER) to integrate its presence in the NASPO ValuePoint eMarket Center either through an electronic catalog (hosted or punchout site) or unique ordering instructions. Refer to *Attachment A*, Section 9, NASPO ValuePoint Master Agreement Terms and Conditions for the prescribed requirements.

Those terms and conditions require as a minimum that the Offeror agrees to participate in development of ordering instructions. Proposer shall respond how they can support the eMarket Center in the Proposal through either a hosted catalog or punchout solution.

***IntraWorks Acknowledges & Accepts - KM***

#### **4.3 Participating State Terms and Conditions**

As a courtesy to Offerors, some Participating State specific Terms and Conditions are provided in Attachments 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.

***IntraWorks Acknowledges & Accepts - KM***

#### **4.4 Technical Requirements**

This section contains technical requirements pertaining to the Security & Fire Protection Services. Other sections of this RFP contain additional requirements that must be met in order to be considered responsive. Offerors must identify in their Proposal how their company meets (or exceeds) all requirements listed in Section 4 of this RFP solicitation.

***IntraWorks Acknowledges & Accepts - KM***

#### 4.4.1 Offeror Profile

Provide the following information specific to your company:

- a. Your company's full legal name – *IntraWorks, Inc.*
- b. Primary business address – *7910 Lorraine CT NE, Albuquerque, NM 87113*
- c. Describe your company ownership structure – *S Corp*
- d. Employee size (number of employees) - *83*
- e. Website – *www.intraworksusa.com*
- f. Sales contact information –

*Keith Putman – [kputman@intraworksusa.com](mailto:kputman@intraworksusa.com) – 702-469-1224*

- g. Your client retention rate during the past 3 years *99%*

- h. A brief history of your company and the year it was founded

*IntraWorks, Inc. has been in business for 24 years. From 1993 until 2000, IntraWorks, Inc. was originally d.b.a. Integrated Controls USA., operating under the corporation of Albuquerque Safe & Alarm Inc.*

*On December 13, 2000, Integrated Controls USA Inc. became a separate corporation under the laws of the State of New Mexico. In 2013, Integrated Controls USA Inc. changed its name to IntraWorks in order to build out a national footprint.*

*IntraWorks, Inc. corporate headquarters is located at 7910 Lorraine Ct. NE in Albuquerque, NM 87113. IntraWorks also has office's located Las Vegas, El Paso, Salt Lake City and Denver.*

- i. Describe your company's growth during the past three years.

*IntraWorks has had less than 10% aggregate growth over the last three years. This is mainly due to the poor economy in New Mexico where IntraWorks is headquartered and still does most of its business. However, IntraWorks has experienced expediential growth in its other branches. El Paso 30%, Las Vegas 42%, Denver 120%, Salt Lake 40%. IntraWorks looks forward to continued expansion into these other markets. We hope NASPO can be a substantial part of our growth plan.*

#### 4.4.1a Subcontractor Information

Does this proposal include the use of subcontractors?

Yes		No	<i>KM</i>
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If “Yes”, vendor must:

Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

If any tasks are to be completed by subcontractor(s), vendors must:

- Describe the relevant contractual arrangements;
- Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and
- Describe your previous experience with subcontractor(s).
- Vendors must describe the methodology, processes and tools utilized for:
- Selecting and qualifying appropriate subcontractors for the project/contract;
- Ensuring subcontractor compliance with the overall performance objectives for the project;
- Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and
- Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State’s request, the State will be notified of such payments.

Provide the same information for any proposed subcontractors as requested in Section 4.5.1, Offeror Information.

Business references as specified in Section 4.5.1b, Business References must be provided for any proposed subcontractors.

Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

Vendor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in Section 4.5.1a, Subcontractor Information. The vendor must receive agency approval prior to subcontractor commencing work.

No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United States or by means, methods, or communications that, in whole or in part, take place offshore of the United States.

***IntraWorks Acknowledges & Accepts – KM NO subcontractors***

#### 4.4.1b Business References

Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.

Vendors must provide the following information for every business reference provided by the vendor and/or subcontractor:

The “Company Name” must be the name of the proposing vendor or the vendor’s proposed subcontractor.

<b>Reference #:</b>	<b><i>RFP - 3407</i></b>		
<b>Company Name:</b>	<b><i>IntraWorks</i></b>		
<b><i>Identify role company will have for this RFP project (Check appropriate role below):</i></b>			
<b><i>X</i></b>	<b><i>VENDOR</i></b>		<b><i>SUBCONTRACTOR</i></b>
<b>Project Name:</b>	<b><i>Bernalillo County</i></b>		
<b>Primary Contact Information</b>			
<b>Name:</b>	<b><i>Matt Easley (A&amp;S Plumbing)</i></b>		
<b>Street Address:</b>	<b><i>5720 Industry Way SE</i></b>		
<b>City, State, Zip:</b>	<b><i>Albuquerque, NM 87105</i></b>		
<b>Phone, including area code:</b>	<b><i>505-877-2897</i></b>		
<b>Facsimile, including area code:</b>			
<b>Email address:</b>	<b><i>mathe@comcast.com</i></b>		
<b>Project Information</b>			
<b>Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:</b>	<b><i>Provide Service, Inspections &amp; Testing of Fire Alarm, CCTV, Intrusion Systems</i></b>		
<b>Original Project/Contract Start Date:</b>	<b><i>August 2016</i></b>		
<b>Original Project/Contract End Date:</b>	<b><i>August 2017</i></b>		
<b>Original Project/Contract Value:</b>	<b><i>100k</i></b>		
<b>Final Project/Contract Date:</b>			
<b>Was project/contract completed in time originally allotted, and if not, why not?</b>	<b><i>Still in Progress</i></b>		
<b>Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?</b>	<b><i>Yes to Date</i></b>		

<b>Reference #:</b>	<b>RFP- 3407</b>		
<b>Company Name:</b>	<b>IntraWorks</b>		
<b>Identify role company will have for this RFP project (Check appropriate role below):</b>			
<b>X</b>	<b>VENDOR</b>		<b>SUBCONTRACTOR</b>
<b>Project Name:</b>	<b>Denver Water Treatment Plant</b>		
<b>Primary Contact Information</b>			
<b>Name:</b>	<b>Randy Dupuy (McDade Woodcock)</b>		
<b>Street Address:</b>	<b>4700 Valle Bonita Ln</b>		
<b>City, State, Zip:</b>	<b>Albuquerque, NM 87120</b>		
<b>Phone, including area code:</b>	<b>505-352-3960</b>		
<b>Facsimile, including area code:</b>			
<b>Email address:</b>	<b>randyd@mwieic.com</b>		
<b>Project Information</b>			
<b>Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:</b>	<b>Installed &amp; Integrated Access Control, CCTV and Alarm Communication Systems</b>		
<b>Original Project/Contract Start Date:</b>	<b>November 2014</b>		
<b>Original Project/Contract End Date:</b>	<b>March 2017</b>		
<b>Original Project/Contract Value:</b>	<b>2.1 Million</b>		
<b>Final Project/Contract Date:</b>	<b>N/A</b>		
<b>Was project/contract completed in time originally allotted, and if not, why not?</b>	<b>Yes</b>		
<b>Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?</b>	<b>Yes</b>		



<b>Reference #:</b>	<b><i>RFP - 3407</i></b>		
<b>Company Name:</b>	<b><i>IntraWorks</i></b>		
<b><i>Identify role company will have for this RFP project (Check appropriate role below):</i></b>			
<b><i>X</i></b>	<b><i>VENDOR</i></b>		<b><i>SUBCONTRACTOR</i></b>
<b>Project Name:</b>	<b><i>CNM Access Control Campus Wide Upgrade</i></b>		
<b>Primary Contact Information</b>			
<b>Name:</b>	<b><i>Kenneth Cole (CNM)</i></b>		
<b>Street Address:</b>	<b><i>525 Buena Vista Dr SE</i></b>		
<b>City, State, Zip:</b>	<b><i>Albuquerque, NM 87106</i></b>		
<b>Phone, including area code:</b>	<b><i>505-224-3000</i></b>		
<b>Facsimile, including area code:</b>			
<b>Email address:</b>	<b><i>Kcole5@cnm.edu</i></b>		
<b>Project Information</b>			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	<b><i>Replacement of existing access control system with a new continuum access control system campus wide</i></b>		
<b>Original Project/Contract Start Date:</b>	<b><i>October 2013</i></b>		
<b>Original Project/Contract End Date:</b>	<b><i>Still in Progress</i></b>		
<b>Original Project/Contract Value:</b>	<b><i>4.8 Million</i></b>		
<b>Final Project/Contract Date:</b>			
<b>Was project/contract completed in time originally allotted, and if not, why not?</b>	<b><i>Still In Progress</i></b>		
<b>Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?</b>	<b><i>Yes to Date</i></b>		

<b>Reference #:</b>	<b><i>RFP - 3407</i></b>		
<b>Company Name:</b>	<b><i>IntraWorks</i></b>		
<b><i>Identify role company will have for this RFP project (Check appropriate role below):</i></b>			
<b><i>X</i></b>	<b><i>VENDOR</i></b>		<b><i>SUBCONTRACTOR</i></b>
<b>Project Name:</b>	<b><i>Genesis HealthCare New Mexico</i></b>		
<b>Primary Contact Information</b>			
<b>Name:</b>	<b><i>Jim Houston (Genesis Healthcare)</i></b>		
<b>Street Address:</b>	<b><i>101D Sun Avenue NE</i></b>		
<b>City, State, Zip:</b>	<b><i>Albuquerque, NM 87109</i></b>		
<b>Phone, including area code:</b>	<b><i>505-821-3355</i></b>		
<b>Facsimile, including area code:</b>			
<b>Email address:</b>	<b><i>Jim.houston@genesishcc.com</i></b>		
<b>Project Information</b>			
<b>Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:</b>	<b><i>Inspection &amp; Service for Fire Alarm , CCTV, Access Control &amp; Nursecall</i></b>		
<b>Original Project/Contract Start Date:</b>	<b><i>August 2016</i></b>		
<b>Original Project/Contract End Date:</b>	<b><i>August 2017</i></b>		
<b>Original Project/Contract Value:</b>	<b><i>N/A</i></b>		
<b>Final Project/Contract Date:</b>			
<b>Was project/contract completed in time originally allotted, and if not, why not?</b>	<b><i>Still in Progress</i></b>		
<b>Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?</b>	<b><i>Yes to Date</i></b>		

Vendors must also submit ***Attachment G, Reference Questionnaire*** to the business references that are identified in Section 4.1.5b.

The company identified as the business references must submit the Reference Questionnaire directly to the State of Nevada Purchasing Division.

It is the vendor's responsibility to ensure that completed forms are received by the State of Nevada Purchasing Division on or before the deadline as specified in ***Section 1.3, Schedule of Events*** for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

The Lead State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

***IntraWorks Acknowledges & Accepts - KM***

#### **4.4.1c Vendor Staff Resumes**

A resume must be completed for the vendor's key personnel responsible for administering the contract resulting from this RFP per ***Attachment H, Proposed Staff Resume***.

##### **A. Key Personnel**

Key personnel will be incorporated into the contract. The vendor's proposed key personnel establish a standard of quality for replacements, as determined by the Lead State in its sole discretion. The vendor shall replace key personnel when needed with personnel having equivalent education, knowledge, skills and ability. Replacement of key personnel may be accomplished in the following manner:

- A representative of the contractor authorized to bind the company will notify the Lead State in writing of the change in key personnel.
- The Lead State may accept the change of the key personnel by notifying the contractor in writing.
- The signed acceptance will be considered to be an update to the key personnel and will not require a contract amendment. A copy of the acceptance must be kept in the official contract file.
- Replacements to key personnel are bound by all terms and conditions of the contract and any subsequent issue resolutions and other project documentation agreed to by the previous personnel.
- If key personnel are replaced, someone with comparable skill and experience level must replace them.

- At any time that the contractor provides notice of the permanent removal or resignation of any of the management, supervisory or other key professional personnel and prior to the permanent assignment of replacement staff to the contract, the contractor shall provide a resume and references for a minimum of two (2) individuals qualified for and proposed to replace any vacancies in key personnel, supervisory or management position.
- Upon request, the proposed individuals will be made available within five (5) calendar days of such notice for an in-person interview with Lead State staff at no cost to the Lead State.
- The Lead State will have the right to accept, reject or request additional candidates within five (5) calendar days of receipt of resumes or interviews with the proposed individuals, whichever comes later.
- A written transition plan must be provided to the Lead State prior to approval of any change in key personnel.
- The State reserves the right to have any contract or management staff replaced at the sole discretion and as deemed necessary by the State.

***IntraWorks Acknowledges & Accepts – KM***

***Resumes are located under attachment H below***

**4.4.2 Customer Service**

- a. What are your hours of operation and when are key account people available to us?  
***IntraWorks is open from 8am to 5pm Monday through Friday. Closed on holidays. During this time, the key account executives will answer any normal business.***

***Service hours for IntraWorks are 24 hours per day 7 days per week all year. Even during after hours, the key account executives will make themselves available by use of their cellular phone. Especially if the customer requires or needs this kind of response.***

- b. Describe how problem identification and resolution will be handled.  
***IntraWorks has a quality assurance program that is written to ISO 9001-2000 standards. Within this program, there are policies, procedures and document forms for identifying systemic problems and resolving them. A complete copy of our QA system can be supplied upon request.***

***To be clear, a complaint is a problem but it is not covered in this section (please see complaints below).***

***Problem identification comes from studying complaints and issues that are repeated over and over. On a quarterly basis, IntraWorks management meets to review documented complaints, issues, resource problems and scope issues***

*regarding customer satisfaction. If a complaint or issue is repeated, the management will work to resolve the issue by changing the processes or procedures that led to the issue at hand. Many times, resources both human and physical need to be re-allocated or re-assigned to solve the issue.*

*Once the decision has been made to change procedures or resources, forms are changed and the new process is communicated to all employees and the affected customers. This process can be very formal for larger issues, but typically, these issues are a matter of tweaking an existing process or procedure to work better.*

- c. How will you service our account? Describe the system you will use to manage our account.

*IntraWorks has two persons assigned to each major key account. The account executive is the ultimate person who coordinates every activity within the organization so that the customer receives what the customer expects. The other person is a customer service representative or CSR who coordinates the day to day transactions with the customer.*

*The account executive coordinates: estimating, engineering, installation, service and accounting. There are managers within each of these areas to work with the account executive. The CSR works mainly with dispatch, service and accounting only.*

*For smaller projects and everyday coordination, the CSR works directly with the customer's staff to solve service problems, repairs, moves adds and changes of a smaller nature... usually less than \$2,000.00 and involving only one location.*

*For larger projects, the key account executive coordinates engineering to complete an estimate and scope of work. If approved, he coordinates an assigned project manager who installs the equipment, documents the system and trains the customer. Lastly, he coordinates the service manager to maintain the system through and after the warranty period as agreed upon by IntraWorks and the customer.*

*IntraWorks utilizes a system called We Suite. This system coordinates sales, estimating and engineering to produce both small and large proposals. Further, we utilize MAS 100 to project manage larger projects. In addition, MAS 100 coordinates the dispatch and service functions. IntraWorks also utilizes a system called Smart Reports, which is utilized to bar code all the customer's devices. As the system is tested and repaired, a record is kept in real time. This way the customer can log onto our website and see the status of their systems anytime. This system also keeps records for NFPA approved fire alarm and sprinkler testing. All of these systems work together to produce a seamless result for the customer whereby they are informed constantly for the status of issues, problems, projects, resolutions, maintenance, testing and warranty.*

- d. How do you respond to customer complaints and service issues?

*IntraWorks has a quality assurance program that is written to ISO 9001-2000*

*standards. Within this program, there are policies, procedures and document forms for processing complaints. A complete copy of our QA system can be supplied upon request.*

*Typically, all complaints and service issues are received through customer satisfaction surveys, our website, emails and phone calls which are funneled through dispatch 24 hours a day. Sometimes complaints are within the company from one department to the other regarding the company's performance with a customer. It is up to the dispatcher on call or their manager to fully identify, document and distribute the complaint.*

*Most complaints are distributed to the key account executive and one other person depending on the nature of the complaint. For example: complaints about service go to the service manager and the key account executive. Complaints about billing go to the accounting manager and the key account executive. Complaints about the key account executive go to the sales manager and the president. All complaints about management go to the president.*

*Once the complaint is distributed, both receiving parties have a meeting regarding the matter. This meeting is typically held the same or next day at the latest. A resolution is determined and others are brought in to assign additional resources if necessary to resolve the issue. The customer is contacted within one day for an update on the resolution. Many times, all of this happens within hours. More complex problems are documented with recovery plans being written and assigned to multiple persons or departments. The customer is given daily or weekly updates as the recovery plan is executed.*

*Finally, complaints are tallied and aggregated by the nature of the complaint. During quarterly meetings, department heads look at the complaints to determine if there are lessons learned. Many times, management will reallocate resources, change policies or procedures so that the issue is ameliorated or eliminated in the future.*

**e. How do you assess customer satisfaction?**

*As each service call or project are completed, the CSR calls the customer or customer representative to complete a brief survey. This survey takes less than 3 minutes to answer and is designed to capture an overall feeling about how the project was completed. We do not like to burden the customer with lengthy surveys, but we do want to know if there are any unresolved problems or if we failed to meet the expectations of the customer.*

*In addition, IntraWorks has a customer satisfaction survey that is sent out each year. The information gathered from this survey goes directly to the president of the company who also heads up the QA program.*

*If any survey uncovers a dissatisfaction rating of less than 4 out of 5, it is escalated to the president or operations manager who then holds a meeting with the internal staff assigned to the customer. Again, resources and process may be changed so*

*the dissatisfaction is not repeated. The customer is also contacted regarding the matter to get more detail if needed and to learn about any resolution or change that was made to fix the issue.*

- f. What are your quality assurance measures and how are they handled in your organization?

*IntraWorks has a quality assurance program comprising of 8 elements. These 8 elements are consistent with ISO standard elements. Our system has been in place for over 15 years and is the basis for how the entire organization is managed. Our QA system is designed to produce a consistent product and service for our customers. Elements are in place that measure what the customer wants and what the customer receives and if there is any gap between the two. Documentation management, customer satisfaction surveys, lessons learned, recovery processes, service processes and much more make up this system. It would be inappropriate for us to put the entire system and its procedures into this document, but the table of contents will provide a summary of the elements in place. (see below)*

# **INTRAWORKS QUALITY SYSTEM**

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#### 4.4.3 Scope of Work

- a. Offerors shall demonstrate in their Proposal how they meet or exceed the requirements of each section of the *Scope of Work ~ Attachment B*. Offerors shall show each requirement and its response in their Proposal.
- b. No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United States or by means, methods, or communications that, in whole or in part, take place offshore of the United States.

**See scope of work document below under attachments.**

#### ***IntraWorks Acknowledges & Accepts - KM***

#### 4.4.4 Promotion of the NASPO ValuePoint Master Agreement

The NASPO ValuePoint Master Agreement Terms and Conditions include program provisions governing participation in the cooperative, reporting and payment of administrative fees, and marketing/education relating to the NASPO ValuePoint cooperative procurement program. In this regard,

- a. Briefly describe how you intend to promote the use of the Master Agreement.  
*IntraWorks will include this purchasing contract/vehicle on its website and in its promotional materials. The website will include a landing page for this contract so that interested organizations can go directly to the page without navigating through the rest of the site. Once the landing page is established, other promotional activates including SEO, email, purchasing lists and promotions will point to the web location. This will provide an efficient and effective way for state and other government organizations to learn about the contract and how it is utilized. Further, within each industry; education, medical and government, IntraWorks will list this contract as a purchasing vehicle with links to the newly created page.*

*IntraWorks is a member of many organizations and demonstrates at many trade shows each year. We will have NASPO literature available along with our own branded literature for interested parties.*

*IntraWorks carries many unique products and services that are widely utilized by the US Federal government. IntraWorks plans to make some of these industry leading products and services available to state and local governments. This will invariably spark interest with these buyers.*

- b. Knowing that state procurement officials (CPO) must permit use of the Master Agreement in their state, how will you integrate the CPO's permission into your plan for promoting the agreement?

*IntraWorks has direct relationships with state purchasing officials in many states to include: Texas, New Mexico, Utah and Colorado. We will meet with purchasing staff to inform them of this purchasing vehicle. Follow up may involve presentations or meetings between NASPO and the state officials themselves if NASPO is not listed in their charter or offering.*

*Once established, CPO permission will become part of the contract or agreement between the State, NASPO and IntraWorks. When the purchasing contract is utilized, IntraWorks will list the NASPO option in the estimating, engineering, contractual, project and service documents. (see other details below 4.4.5)*

- c. Public entities are sensitive to “scope” issues, that is, whether performance is within the intended scope of the solicitation as awarded. In the context of your method of promoting agreements of this nature, how would you clarify any questions regarding the scope the agreement with respect to any potential order?

*The solicitation is written to be very flexible and has the capability to cover an enormous number of products and services. Listed hourly rates and a simple markup of product costs allow for installation and service of any brand of equipment. Larger projects may need to be discounted additionally because the service rate in the solicitation would be too high. This can be negotiated on an as needed basis as the project scope is defined. Prices can always be discounted as economies of scale become more relevant.*

*Services and service rates are defined well and will provide ample flexibility to cover almost any scope of work. IntraWorks will promote the flexibility of this contract with buyers who have been locked into certain brands or labor categories with their state or organizational contracts.*

- d. How will your company manage due dates for administrative fee payments and usage reports?

*These reports and the associated payments will be managed by the accounting department. All orders are listed in a monthly report and can be totaled and the fee can be calculated and sent to the state as appropriate. Our accounting system can generate these reports automatically on a periodic basis.*

- e. Through its Cooperative Development Coordinators and Education & Outreach team, NASPO ValuePoint assists Lead States by engaging vendors in strategies aimed at promoting master agreements. What opportunities and/or challenges do you see in working with NASPO ValuePoint staff in this way?

*We see no challenges. In fact, we welcome any opportunity to work with Value Point staff in the promotion process. Once awarded, it is in the best interest of IntraWorks and their sales staff to promote NASPO ValuePoint as much as possible. We have noticed that many state contracts are very inflexible. We prefer this contract to others since it can be utilized for almost any product or service within the security and safety system scope. IntraWorks represents over 35,000 different products and services. It is very difficult to get these products and services listed on competitive contracts. This contract will certainly help in our desire to offer our customers more competitive choices.*

## **IntraWorks Acknowledges & Accepts - KM**

### **4.4.5 Usage Fee and Reporting Plan**

Offerors shall include in their proposal a detailed plan for meeting the usage fee and reporting requirements of NASPO ValuePoint and Participating States. All information within the plan must be kept current, with NASPO ValuePoint and the Lead State Contract Administrator being notified of any changes to the usage fee and reporting plan immediately.

The plan shall include but not be limited to the following components:

- a. Offerors shall identify the person responsible for providing the mandatory usage reports.
- b. Offerors shall identify the method and frequency in which usage data will be collected from authorized distributors.
- c. Offerors shall identify the method in which usage fees will be distributed to NASPO ValuePoint and applicable Participating States.
- d. Offerors shall identify the method in which up to date information will be provided to NASPO ValuePoint and the Lead State Contract Administrator

***IntraWorks assigns Keith Putman (branch manager for Las Vegas office) as the onsite administrator for the contract. Leslie Davis is the head comptroller who along with her staff will track and cut checks as appropriate and in accordance with the contractual obligations under this agreement.***

***Usage data is collected through the estimating/bid/project and service processes. As each bid or project is estimated, there is a "source" contract box or drop down in the estimating system. The estimator or salesperson will select NASPO and the state when estimating a project or when generating a work order. This selection is then tracked as the project is engineered or estimated. Further, the information flows down into the contracts and work documents and finally the invoices, which have actual dollars billed to the project or customer. Works orders are smaller projects that are simply tracked and billed as the work is completed; usually within a few days. Again, the work order will have the dropdown NASPO option so that the actual billing can be tracked.***

***Monthly, our MAS100 accounting system will automatically generate a report that lists the dollar amount, scope by line item, customer, other pertinent information and the NASPO state where the work was performed. This report can be utilized to fill out NASPO required documents and to generate the appropriate transfer of funds (usage fee) for the work performed. The usage fees will be distributed to each state as appropriate on a monthly or periodic basis as required by the state.***

*IntraWorks does not have distributors and it does not utilize sub-contractors to perform its work. As a result, there is no process for collecting data from these sources.*

*If processes or procedures or terms change, IntraWorks will inform the designated State contracting agent(s) and cover the changes. Conversely, two individuals within IntraWorks are the designated contact persons so information from the NASPO designated agent(s) can flow directly to them and be distributed to the company as needed. There is no periodic time frame for the distribution of this information. It shall be distributed as needed at any time.*

***IntraWorks Acknowledges & Accepts - KM***

## **Section 5: Price and Cost Proposal**

Cost proposals will be evaluated independent of the technical evaluation. Cost proposal must be submitted to the Lead State as a separate document in Offerors Proposal. **Do not embed cost proposal in the technical proposal response.**

Offeror shall provide detailed costs for all costs associated with the responsibilities and related services, per *Attachment C ~ Cost*.

Cost for the NASPO ValuePoint Master Agreements shall be based on the following:

Offeror must submit cost, prices and rates as required in Attachment C ~ Cost. No other cost format will be accepted. Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

The Lead State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Offeror's or any Subcontractor's employee's wages. The tax rules with respect to other Participating Entities may vary and are expected to be addressed in the Participating Addenda.

***IntraWorks Acknowledges & Accepts - KM***

### **5.1 Price and Rate Guarantee Period**

All prices and rates offered shall be guaranteed for the initial term of the Master Agreement. Any request for price or rate adjustment following the initial Master Agreement term, is detailed in Section 11 of the NASPO ValuePoint Master Agreement Terms and Conditions.

***IntraWorks Acknowledges & Accepts - KM***

**See Below**

**Attachment A**  
**NASPO ValuePoint Master Agreement Terms and Conditions**

Page 1 of 23 NASPO ValuePoint Master Agreement Ts and Cs (November 2016)

**Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions**

**1. Master Agreement Order of Precedence**

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Scope of Work;
- (5) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall 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.

**2. Definitions**

**Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

**Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

**Embedded Software** means one or more software applications which permanently reside on a computing device.

**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.

**Lead State** means the State centrally administering any resulting Master Agreement(s).

**Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

**NASPO ValuePoint** is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. 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.

**Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

**Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

**Participating Entity** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

**Participating State** means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to participate through execution of a Participating Addendum.

**Product** 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 Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

**Purchasing Entity** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

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## **NASPO ValuePoint Program Provisions**

### **3. Term of the Master Agreement**

- a. The initial term of this Master Agreement is for two (2) years. This Master Agreement may be extended beyond the original contract period 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.
- b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, 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 shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

### **4. Amendments**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

### **5. Participants and Scope**

- a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The 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. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.
- b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- c. 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. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds.

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to support documentation of participation and posting in appropriate data bases.

Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fullyexecutedPDF copy ofeach Participating Addendum to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriatedata bases.

d. NASPO CooperativePurchasingOrganization LLC, doing business asNASPO ValuePoint, isnot a party to the Master Agreement. It is anonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for stategovernment departments, institutions, agencies and political subdivisions (e.g., colleges, schooldistricts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of theUnited States.

e. Participating Addendashall not be construed to amend the following provisions in this MasterAgreement between the Lead State and Contractor that prescribe NASPO ValuePoint Programrequirements: Term of the Master Agreement; Amendments; Participants and Scope;AdministrativeFee; NASPO ValuePoint Summaryand Detailed Usage Reports; NASPOValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePointeMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states mayunder somecircumstances sign their ownParticipatingAddendum, subject to the approval of participation by the Chief ProcurementOfficial of the statewhere the Participating Entity is located. Coordinate requests for suchparticipation through NASPO ValuePoint. Any permission to participate through execution of aParticipating Addendum is not a determination that procurement authority exists in theParticipating Entity;theymustensure that they have the requisite procurement authority toexecute a Participating Addendum.

g. **Resale.**“Resale” means any payment in exchange for transfer of tangible goods, software, orassignment of the right to services. Subject to anyspecific conditions included in the solicitation or Contractor’s proposal as accepted by the Lead State, or asexplicitly permitted inaParticipating Addendum, Purchasing Entities maynotresell Products(the definition of which includes services that aredeliverables). Absent any such condition or explicit permission, thislimitation does not prohibit: payments by employees of a Purchasing Entityfor Products; sales ofProducts to the general public as surplus property; and feesassociated with inventorytransactions with other governmental or nonprofit entities and consistent with aPurchasingEntity’s lawsand regulations. Anysale or transfer permitted by this subsection must beconsistent with license rightsgranted for use of intellectual property.

## **6. Administrative Fees**

a. The Contractor shall pay to NASPO ValuePoint, orits assignee, a NASPO ValuePointAdministrative Fee of one-quarter of one percent(0.25% or 0.0025) no later than sixty (60) daysfollowing the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall besubmitted quarterlyand is based on all sales of products and services under the MasterAgreement(less anycharges for taxes or shipping). The NASPO ValuePoint Administrative Feeis not negotiable. This fee is tobe included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

## **7. NASPO ValuePoint Summary and Detailed Usage Reports**

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in Attachment I.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with

an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

#### **8. NASPO ValuePoint Cooperative Program Marketing and Performance Review**

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to 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 qualifying entities can participate in the Master Agreement.

b. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

#### **9. NASPO ValuePoint eMarket Center**

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. dba JAGGAER whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

d. If the solicitation requires either a catalog hosted on or integration of a punchout site with

eMarket Center, or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

#### **10. Right to Publish**

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. The Contractor shall not make any representations of NASPO ValuePoint'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. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

#### **11. Price and Rate Guarantee Period**

All prices and rates must be guaranteed for the initial term of the Master Agreement. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

#### **12. Individual Customers**

Except to the extent modified by a Participating Addendum, 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, 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.

### **Administration of Orders**

#### **13. Ordering**

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. Purchasing Entities may define 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.

- c. 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.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
  - (1) The services or supplies being delivered;
  - (2) The place and requested time of delivery;
  - (3) A billing address;
  - (4) The name, phone number, and address of the Purchasing Entity representative;
  - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
  - (6) A ceiling amount of the order for services being ordered; and
  - (7) The Master Agreement identifier.
- g. All communications concerning administration of Orders placed shall 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.
- h. 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. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- i. Notwithstanding the expiration, cancellation or termination of this Master 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 Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, 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.

#### **14. Shipping and Delivery**

- a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects,

fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. 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 shall be shipped without charge.

b. 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 other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

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

### **15. Laws and Regulations**

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

### **16. Inspection and Acceptance**

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. 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. 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.

c. 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.

d. The warranty period shall begin upon Acceptance.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance 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. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, 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. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

### **17. Payment**

Payment after Acceptance is normally made within 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, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

### **18. Warranty**

Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, 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. 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.

### **19. Title of Product**

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. Transfer of title to the Product shall 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 shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

### **20. 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.

## **General Provisions**

### **21. Insurance**

a. Unless otherwise agreed in a Participating Addendum, Contractor 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.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

#### **1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

a. Policy shall contain a waiver of subrogation against the State of Nevada.

b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

5. Network Security (Cyber) and Privacy Liability:

Per Occurrence \$1,000,000

Annual Aggregate \$2,000,000

6. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. 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.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

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

## **22. Records Administration and Audit**

a. 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 shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this 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.

b. 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.

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

### **23. Confidentiality, Non-Disclosure, and Injunctive Relief**

a. 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. 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"). 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. 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.

b. 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. 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. 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. 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. 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.

c. **Injunctive Relief.** Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in 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.

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

#### **24. Public Information**

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

#### **25. Assignment/Subcontracts**

a. 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.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

#### **26. Changes in Contractor Representation**

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to 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.

#### **27. Independent Contractor**

The Contractor shall be an independent contractor. Contractor shall have 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 agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

#### **28. Cancellation**

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 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 shall 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.

### **29. Force Majeure**

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

### **30. Defaults and Remedies**

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (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; or
- (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
- (5) Any default specified in another section of this Master Agreement.

b. 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 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 shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. 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:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

d. 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 a Purchase 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 shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

### **31. Waiver of Breach**

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

### **32. 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 this transaction (contract) 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.

### **33. Indemnification**

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, 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 act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as

NASPO ValuePoint), Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("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 ("Intellectual Property Claim") of another person or entity.

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

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order 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

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(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 it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. 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 it 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. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

#### **34. No Waiver of Sovereign Immunity**

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

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.

### **35. Governing Law and Venue**

- a. The procurement, evaluation, and award of the Master Agreement shall 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 shall 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 shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- b. 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 Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall 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 shall be in the Purchasing Entity's State.
- c. 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.

### **36. 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.

### **37. 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.

### **38. 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.

**eMarket Center Appendix**

- a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.
- b. Supplier's Interface with the eMarket Center. There is no cost charged by JAGGAER to the Contractor for loading a hosted catalog or integrating a punchout site.
- c. At a minimum, the Contractor agrees to the following:
  - (1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and SciQuest dba JAGGAER to set up an enablement schedule, at which time JAGGAER's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.
  - (2) NASPO ValuePoint and JAGGAER will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**
- (a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to JAGGAER, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data annually to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.
- (b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update annually to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.
- d. Revising Pricing and Product Offerings: Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be

subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than annually. The following conditions apply with respect to hosted catalogs:

(1) Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the [1st day of the following month (i.e. file received on 1/01/17 would be effective in the eMarket Center on 2/01/17)]. Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/17 would be effect in the eMarket Center on 1/01/18).

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use JAGGAER's Supplier Portal to import the Contractor's catalog and pricing, into the JAGGAER system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: [www.scquest.com](http://www.scquest.com) or call the JAGGAER Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain 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 the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements.

Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

- g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.
- h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven JAGGAER for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.
- i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.
- j. The Lead State reserves the right to approve the pricing on the eMarket Center. 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 (and approved fees) required by the Master Agreement.
- k. Several NASPO ValuePoint Participating Entities currently maintain separate JAGGAER eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate JAGGAER catalogs.

***IntraWorks Acknowledges & Accepts this Master Agreement***

Contractor: IntraWorks, Inc.
Signature: <i>Kevin Mayer</i>
Name: Kevin Mayer
Title: President
Date: 05/22/2017

**See Below**

## **Attachment B: Scope of Work**

### **ATTACHMENT B**

#### **SCOPE OF WORK**

**Category 1:** Access Control Systems

**Category 2:** Burglar Alarms

**Category 3:** Surveillance Services & Equipment

**Category 4:** Portable Fire Extinguishers

**Category 5:** Fire Extinguishing Systems

**Category 6:** Fire Sprinkler Systems

**Category 7:** Fire Alarm/Protective Signaling Systems

**Category 8:** High Security Control Systems

**Category 9:** Inspections & Monitoring

- Fire Extinguishing Systems
- Fire Sprinkler Systems
- Alarm Monitoring
- Fire Alarm/Protective Signaling Systems

Each category (**Sections 1.1 through 1.9**) will be evaluated separately by the Evaluation Committee. Committee members will score each category independently of the others, and will make awards as in the best interest of the Lead State and ValuePoint.

Vendors may submit a proposal for any or all of the categories listed in the Scope of Work, but may not submit for less than one entire category. Vendors **must** clearly identify in their proposal the category or categories, the section number(s) and geographic location for which they are proposing.

For all categories below, the vendor:

- Must ensure that the facilities are in compliance with all existing Participating Entities rules and regulations;
- Must be in compliance with current National Fire Protection Association (NFPA) Standards, Participating Entities Contractor's Board Licensing and Participating Entities State and Local

Fire regulations at the time supplies or systems are delivered pursuant to an order under the Master Agreement;

- Must ensure all services are conducted by a State Certified/Licensed Technician;
- Must ensure all services are conducted in accordance with any certification requirements within Participating Entities;
- May offer additional services as related to awarded categories;
- Must ensure all equipment is compatible to the best industrial standards and must function as designed after installation;
- Must designate a single point of contact to be the liaison for state information technology staff to handle the day-to-day operations. References for this designee must be submitted as part of the vendor's proposal;
- May not apply surcharges for transportation, fuel, energy, insurance or any other reason throughout the duration of the contract(s); and
- Shall ensure permits must be current and remain current.
- When providing services, vendor must:
  - *Discuss findings with the Purchasing Entity's point of contact prior to leaving site; and*
  - *Submit a report including the findings no later than 24 hours after inspection.*
- Inspections performed shall include the cost of the initial inspection, any required maintenance, and any needed follow-up inspections (at no additional cost for the follow up inspection).
- Must be an authorized reseller of any manufacturer brand offered. Certification must be made available to Participating Entities upon request.
- Must not allow any part of the resulting contract from this solicitation be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States.

***Please see Response Below - IntraWorks Acknowledges & Accepts - KM***

## **A. AGREEMENTS**

The agreement between vendors and agencies will include, but are not limited to the following:

- If vendors will require agencies to sign a subordinate agreement the subordinate agreement must be approved by each Purchasing Entity prior to signing.
- Awarded vendors shall provide separate quotes within 48 hours of request (unless otherwise approved by Purchasing Entity) for each new or replacement installation as required by the Purchasing Entity. Quotes should offer price differences for lease and purchase options as requested by the Purchasing Entity.
- Awarded vendors shall provide separate quotes within 48 hours of request (unless otherwise approved by Purchasing Entity) for maintenance of new and existing systems as required by each Purchasing Entity. Quotes should offer price differences for lease and purchase options as requested by the Purchasing Entity.
- Purchasing Entity may have proprietary equipment. It will be the vendor's responsibility to work with or notify the Purchasing Entity regarding maintenance and repair of proprietary equipment.

***IntraWorks Acknowledges & Accepts - KM***

## **B. BACKGROUND CHECKS**

- All background checks must be completed after contracts have been awarded, but prior to any work being done.
- All vendors' employees providing on-site services to this contract must be required to submit to and pass background checks. Upon request from Purchasing Entities, vendors must provide copies of background checks or submit to additional security requirements.
- All costs associated with background checks will be at vendor's expense.
- It is the vendor's responsibility to ensure the following:
- Vendors must not begin work on the contract until clearance has been issued by the Purchasing Entity; and
- Notification and access to facilities will be pre-authorized by Purchasing Entities.

***IntraWorks Acknowledges & Accepts - KM***

## **C. PUBLIC WORKS PROJECTS**

- Any projects that are federally funded may be subject to the requirements of Davis-Bacon Act and/or the Davis-Bacon Wage Decision.



- Labor prices for affected projects may be negotiated between the using entity and the contractor, provided the contractor provides adequate documentation for any negotiated increase.
- Documentation may include payroll records, copies of wage decisions, and/or other information that establishes a clear difference between the contractor's standard wage and the prevailing Davis-Bacon wage for any affected employee for that project.
- Under no circumstances will that price be increased by an amount higher than the difference between the normal hourly rate and the hourly rate required by the applicable Davis-Bacon Wage Decision.
- Vendors must include in job quotes the standard business hours and prevailing wage rate for the job location. Quotes should include shift differential, if any, for working nights and weekends.
- Jobsites must be cleaned every day.
- Awarded vendor(s) must complete any punch lists within five (5) days of receipt. Exceptions to this standard may be addressed on an individual project basis.
- Asbestos
- Asbestos may be present within State-owned facilities, and may be encountered in previously inspected buildings.
- Upon discovering asbestos or a suspected asbestos-containing material (ACM), all work shall immediately stop in the affected area and contact the project manager and/or building owner;
- The project manager and/or building owner shall assume responsibility for taking material samples for testing; and
- The project manager/building owner will convey all pertinent information regarding asbestos test results to the vendor and, if necessary, conduct any required remediation prior to resuming work in the affected area.
- All remediation work must be performed by a contractor specifically licensed and/or certified to perform asbestos remediation.
- Vendors may be held liable for violations of any applicable federal, state and/or local environmental laws or regulations, whether committed through action or inaction.

***IntraWorks Acknowledges & Accepts - KM***

#### **D. GENERAL REQUIREMENTS**

- Vendors must guarantee workmanship at vendors' expense for a period of twelve (12) months from date of installation.
- Work shall be performed in accordance with manufactures' recommendations and with all current local codes, regulations, and installation guidelines.
- The awarded vendor(s) may be required to do some work after normal business hours (8am-5pm, unless otherwise specified by the Purchasing Entity); however, it is anticipated that most work will be completed during normal business hours.
- Vendor staff is responsible for performing a standard site walk-through and providing competent personnel to perform the specific scope(s) required. Due to the nature of these scopes of work and the liability involved, each Purchasing Entity will have the final determination of competency in all matters regarding personnel provided by the vendor.
- Once the awarded vendor(s) has possession of the equipment to be installed, the responsibility for all equipment, including storage during installation work, shall be at the awarded vendor's expense when storage space is unavailable at the jobsite.

***IntraWorks Acknowledges & Accepts - KM***

#### **E. PENALTY FOR IMPROPER PRICING**

- It is the vendor's responsibility to ensure that all prices proposed for all projects are accurate and consistent with the terms of the contract.
- For all projects completed under this contract: if a vendor submits an invoice containing incorrect pricing in favor of the vendor, that vendor shall submit a new, corrected invoice with a 25% reduction in cost for each incorrectly priced item.
- If vendor continues to provide incorrect invoicing each Purchasing Entity has the option to cancel their contract in its entirety without penalty.
- Vendors are not allowed to aggregate fees into contract after award has been made. Failure to comply may be grounds for cancellation.

***IntraWorks Acknowledges & Accepts - KM***

## **F. STANDARD OF PERFORMANCE AND ACCEPTANCE**

- The Standard of Performance applies to all product(s) purchased under this Master Agreement, including any additional, replacement, or substitute product(s), as well as any product(s) which are modified by or with the written approval of the vendor and acceptance by the Purchasing Entity.
- The Acceptance Testing period shall be seven (7) calendar days, or any other time period identified in the solicitation or the Participating Addendum, beginning with the day after the product is installed certification is received that the product is ready for Acceptance Testing.
- If the product does not meet the Standard of Performance during the initial period of Acceptance Testing, the Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met.
- Upon rejection, the vendor will have three (3) calendar days to cure any Standard of Performance issue(s).
- If, after the cure period, the product still has not met the Standard of Performance, the Purchasing Entity may, at its option:
  - Declare the vendor to be in breach and terminate the order;
  - Demand a replacement product from the vendor at no additional cost to Participating Entity; or
  - Continue the cure period for an additional time period agreed upon by the Participating Entity and the vendor.
- Vendor shall pay all costs related to the preparation and shipping of returned products.
- No product shall be accepted and no charges shall be paid until the Standard of Performance is met.
- The warranty period will begin upon the Purchasing Entity's approval.

***IntraWorks Acknowledges & Accepts - KM***

## **G. TRAVEL**

All travel will be negotiated within each PA. Travel may be subject to limits of the Participating Entity's rules.

***IntraWorks Acknowledges & Accepts - KM***

## H. AUTHORIZATION TO WORK

Contractor is responsible for ensuring that all employees and/or subcontractors are authorized to work in the United States.

***IntraWorks Acknowledges & Accepts - KM***

## I. SYSTEM COMPLIANCE WARRANTY

Licensor represents and warrants: (a) that each Product shall be Date Compliant; will operate consistently, predictably and accurately, without interruption or manual intervention, and in accordance with all requirements of this Agreement, including without limitation the Applicable Specifications and the Documentation, during each such time period, and the transitions between them, in relation to dates it encounters or processes; (b) that all date recognition and processing by each Product will include the Four Digit Year Format and will correctly recognize and process the date of February 29, and any related data, during Leap Years; and (c) that all date sorting by each Product that includes a "year category" shall be done based on the Four Digit Year Format.

***IntraWorks Acknowledges & Accepts - KM***

## J. TERMS AND CONDITIONS FOR GOODS

*The information in this section does not need to be returned with the vendor's proposal.* However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on ***Attachment E, Technical Proposal Certification of Compliance***. In order for any exceptions and/or assumptions to be considered they MUST be documented in ***Attachment E***. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

***IntraWorks Acknowledges & Accepts - KM***

## K. EXPRESS WARRANTIES

For the period specified on the face of the Contract, Contractor warrants and represents each of the following with respect to any goods provided under the Contract, except as otherwise provided on incorporated attachments:

- **Fitness for Particular Purpose**  
The goods shall be fit and sufficient for the particular purpose set forth in the RFP or other solicitation documents.
- **Fitness for Ordinary Use**  
The goods shall be fit for the purpose for which goods of a like nature are ordinarily intended, it being understood that the purpose for the goods covered by the Contract are ordinarily intended is general government administration and operations.
- **Merchantable, Good Quality, No Defects**  
The goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship.
- **Conformity**  
The goods shall conform to the standards, specifications and descriptions set forth in the incorporated attachments. If Contractor has supplied a sample to the State, the goods delivered shall conform in all

respects to the sample and if the sample should remain in the State's possession it shall be identified by the word "sample" and the signature of Contractor's sales representative.

- **Uniformity**

The goods shall be without variation, and shall be of uniform kind, quality, and quantity within each unit and among all units.

- **Packaging and Labels**

The goods shall be contained, packaged, and labeled so as to satisfy all legal and commercial requirements applicable to use by a government agency, including without limitation, OSHA material safety data sheets and shall conform to all statements made on the label.

- **Full Warranty**

The foregoing warranties are "full" warranties within the meaning of the Magnuson-Moss Warranty - Federal Trade Commission Improvement Act, 15 U.S.C. § 2301 et seq., and implementing regulations 16 C.F.R. pts. 700-703, if applicable to this transaction.

- **Infringement Indemnity**

Refer to *Attachment A ~ NASPO ValuePoint Master Agreement Terms and Conditions*, Section 33.

- **Usage of Trade; Course of Dealings; Implied Warranties**

Contractor shall also be bound by any other implied warranty that, at the time of execution of the Contract, prevails in the trade of government in the marketing area in and about the State of Nevada. Contractor shall also be bound by any other implied warranty arising through course of dealings between Contractor and the State from and after the execution of the Contract. Contractor shall also be bound by all warranties set forth in Nevada's Uniform Commercial Code (NRS Title 8) in effect on the date of execution of the Contract.

- **Warranties Cumulative**

It is understood that warranties created by the Contract, whether express or implied, as well as all warranties arising by operation of law that affect the rights of the parties under the Contract, are cumulative and should be construed in a manner consistent with one another.

- **Priority of Warranties**

If it is held by a court of competent jurisdiction that there is an irreconcilable conflict between or among any of the warranties set forth in the Contract and any warranties implied by law, the parties agree that the specifications contained in the Contract shall be deemed technical and mere language of description.

- **Beneficiaries of Warranties**

Benefit of any warranty made in the Contract shall be in favor of the State of Nevada and Participating Entities, any of their political subdivisions or agencies, and any employee or licensee thereof who uses the goods, and the benefit of any warranty shall apply to both personal injury and property damage.

- **Delivery; Inspection; Acceptance; Risk of Loss**

Contractor agrees to deliver the goods as indicated in the Contract, and upon acceptance by the State, title to the goods shall pass to the State unless otherwise stated in the Contract. The State shall have the right to inspect the goods on arrival and, within a commercially reasonable time, the State must give notice to Contractor of any claim or damages on account of condition, quality, or grade of the goods, and the State must specify the basis of the claim in detail. Acceptance of the goods is not a waiver of UCC revocation of acceptance rights or of any right of action that the State may have for breach of warranty or any other cause. Unless otherwise stated in the Contract, risk of loss from any casualty, regardless of the cause, shall be on Contractor until the goods have been accepted and title has passed to the State. If given any, the State agrees to follow reasonable instructions regarding return of the goods.

- **No Arrival; No Sale**

The Contract is subject to provisions of no arrival, no sale terms, but proof of shipment is to be given by Vendor, each shipment to constitute a separate delivery. A variation of ten days in time of shipment or delivery from that specified herein does not constitute a ground for rejection. The State may treat any

deterioration of the goods as entitling the State to the rights resulting from a casualty to the identified goods without regard to whether there has been sufficient deterioration so that the goods no longer conform to the Contract.

- **Price; Taxes; Payment**

The price quoted is for the specified delivery, and, unless otherwise specified in the Contract, is F.O.B. to the delivery address specified above. Unless otherwise specified in the Contract, the price does not include applicable federal or State sales, use, excise, processing or any similar taxes, or duty charges, which shall be paid by the State, or in lieu thereof, the State shall provide Vendor with a tax exemption certificate acceptable to the applicable taxing authority. Unless otherwise specified in the Contract, payment shall be made for Orders by State agencies by warrant drawn on the State of Nevada (in accordance with Nevada law) and mailed to Vendor at the address specified above (or to assignee if assignment is acknowledged by the State) within the time specified above.

***IntraWorks Acknowledges & Accepts***

Contractor: IntraWorks, Inc.
Signature: <i>Kevin Mayer</i>
Name: Kevin Mayer
Title: President
Date: 05/22/2017

## **SERVICE CATEGORIES**

### **1.1 CATEGORY 1 – ACCESS CONTROL SYSTEMS**

The Access Control Systems category includes, but is not limited to the following services:

- 1.1.1 All aspects of access control system services.
- 1.1.2 Installation of new systems.
- 1.1.3 Replacement or upgrade of systems.
- 1.1.4 Removal of existing systems.
- 1.1.5 Integration of various types of systems.
- 1.1.6 Provide and install all related equipment and any items necessary for operation and installation of equipment such as wires and fasteners that are needed to complete work.
- 1.1.7 Maintenance and repair (including emergency repairs) of systems
  - 1.1.7.1 Respond on site to trouble calls within four (4) hours, including weekends and holidays.
  - 1.1.7.2 Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched.
  - 1.1.7.3 Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement.
  - 1.1.7.4 Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location.
- 1.1.8 Provide programming and work individually with each participating state's information technology staff when installing new or maintaining previously installed systems.

*IntraWorks is one of the most experienced Access Control Installation companies in the region. We are proud to represent Lenel, Facility Commander, Maxxess, Continuum, Vanderbilt and DSX Controls. Not all of these brands are offered in all of our locations. Each of these brands have advantages and disadvantages based on the application and facility structure.*

## **1.2 CATEGORY 2 – BURGLAR ALARM SYSTEMS**

The Burglar Alarm Systems category includes, but, is not limited to the following services:

1.2.1 All aspects of burglar alarm system services.

1.2.2 System Monitoring:

- Provide a 24-hour (UL) station.
- Provide backup communication, i.e. radio or cell phone.

1.2.3 Installation of new systems.

1.2.4 Replacement or upgrade of systems.

1.2.5 Removal of existing systems.

1.2.6 Maintenance and repair (including emergency repairs) of systems.

1.2.6.1 Respond on site to trouble calls within four (4) hours, including weekends and holidays.

1.2.6.2 Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched.

1.2.6.3 Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement.

1.2.6.4 Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location.

1.2.7 Integration to existing systems as requested.

1.2.8 Provide and install all related equipment and items that are needed to complete work.

1.2.9 The authorized Purchasing Entity's representative and/or designee will identify the procedures by which work requests will be assigned.

1.2.10 Existing systems must be matched in any new additions or new construction. During renovations, the system in the renovated area being replaced must match the system that is currently in operation and must become an integral part thereof. Vendors must ensure complete connectivity and integration to each existing system in those instances where an addition or upgrade is warranted.

1.2.11 Designate a single point of contact who can address the programming needs of alarm systems in use throughout the Purchasing Entity's facilities with a certified tech.

1.2.12 Vendors must possess the ability to provide for individual access codes.

***IntraWorks is one of the most experienced Intrusion Alarm Installation companies in***



*the region. We are proud to represent DMP, Bosch (previously Radionics), Honeywell (previously Ademco) and Paycom. Each of these brands have advantages and disadvantages based on the application and the facility structure.*

### **1.3 CATEGORY 3 – SURVEILLANCE SERVICES AND EQUIPMENT**

This category includes, but, is not limited to the following services:

- 1.3.1 All aspects of cloud-based and video surveillance systems, services and equipment.
- 1.3.2 Installation of new systems.
- 1.3.3 Replacement or upgrade of systems.
- 1.3.4 Removal of existing systems.
- 1.3.5 Maintenance and repair (including emergency repairs) of systems.
  - 1.3.5.1 Respond on site to trouble calls within four (4) hours, including weekends and holidays.
  - 1.3.5.2 Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched.
  - 1.3.5.3 Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement.
  - 1.3.5.4 Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location.
- 1.3.6 Integration to existing systems as requested.
- 1.3.7 Provide and install all related equipment such as wires and fasteners that may be needed to complete work.
- 1.3.8 Provide the option to use video cards for video surveillance.
- 1.3.9 Vendors must offer video cards with various capacity sizes to meet all potential needs. Capacity and specifications as determined by the Participating Entity.
- 1.3.10 Provide the option for agencies to build their own stand-alone computer to run the system, or request that the vendor build it for them.
- 1.3.11 Offer a wide variety of indoor and outdoor cameras and wireless transmitters to work in conjunction with video cards.

*IntraWorks is one of the most experienced Surveillance Installation companies in the region. We are proud to represent surveillance systems by Bosch, Lenel, Pelco, American Dynamics, Open Eye, Avigilon, Verint, Flir thermal imaging, and*

#### **1.4 CATEGORY 4 - PORTABLE FIRE EXTINGUISHERS**

The Portable Fire Extinguisher category includes, but is not limited to the following services:

##### **1.4.1 Providing or replacing portable fire extinguishers;**

1.4.1.1 Supply extinguisher.

1.4.1.2 Installation of extinguisher.

1.4.1.3 Removal of any old extinguisher.

1.4.2 Maintaining existing portable fire extinguisher;

1.4.3 Annual tests and inspections;

1.4.4 Periodic internal examination and maintenance as required by state law;

1.4.5 Hydrostatic testing of portable fire extinguishers as required by NFPA 10;

1.4.6 Vendors will provide users with a receipt for all services performed; and

1.4.7 Fire inspection tags will be attached to all inspected fire extinguishers.

1.4.8 Vendors must adhere to the following process for the safety of the staff and/or public when extinguishers are being replaced.

1.4.8.1 Replace existing extinguisher with an extinguisher that is of the same size and type temporarily while servicing the extinguisher; and

1.4.8.2 Return the serviced extinguisher to its original location and remove the temporary replacement. It is acceptable to replace the next extinguisher to be serviced at the next location with the newly serviced extinguisher, provided it is of the same size and type, and it may be mounted properly.

***IntraWorks Partners with Local Small Businesses to provide our customers the best Service.***

#### **1.5 CATEGORY 5 - FIRE EXTINGUISHING SYSTEMS**

The Fire Extinguishing System category includes, but is not limited to the following services:

##### **1.5.1 Installing new extinguishing systems;**

1.5.1.1 Pre-engineered systems.

1.5.1.2 Engineered systems.

1.5.2 Replacing extinguishing systems;

1.5.3 Retrofitting extinguishing systems;

1.5.4 Maintaining extinguishing systems; and

1.5.5 Repairing extinguishing systems.

***IntraWorks Partners with Local Small Businesses to provide our customers the best Service.***

## **1.6 CATEGORY 6 - FIRE SPRINKLER SYSTEMS**

The Fire Sprinkler Systems category includes, but is not limited to the following services:

- Installing new automatic sprinkler systems;
- Replacing automatic sprinkler systems;
- Retrofitting automatic sprinkler systems;
- Maintaining automatic sprinkler systems; and
- Repairing automatic sprinkler systems.

***IntraWorks Partners with Local Small Businesses to provide our customers the best Service.***

## **1.7 CATEGORY 7 – FIRE ALARM/PROTECTIVE HAZARD SIGNALING SYSTEMS**

The Protective Hazard Signaling Systems category is for installed devices and equipment including, but not limited to, all smoke detectors, heat detectors, carbon monoxide detectors, flame detectors, water flow switches, pull stations, remote annunciators, horns, strobes, fuses, lamps, LED's, control panels, control equipment, batteries, and wiring or cabling. This category includes, but is not limited to the following services:

- **Installing new alarm systems;**
- **Replacing alarm systems;**
- **Retrofitting of alarm systems;**
- **Maintaining and cleaning alarm systems; and**
- **Repairing alarm systems.**

***IntraWorks is one of the most experienced Fire Alarm design, installation, and testing companies in the region. We are proud to be an EST strategic partner and represent all models of Edwards Systems Technology (EST) fire alarm equipment to include: IRC-3, EST-2, Quickstart, EST-3, EST3X, Envoy Graphic Annunciators, Fireworks, Signature series devices and much more. IntraWorks also represents EST IO64, EST IO500, Firesheild, Firelite, and Harrington for smaller applications and legacy equipment.***

## **1.8 CATEGORY 8: HIGH SECURITY CONTROL SYSTEMS**

The High Security Control Systems category includes, but is not limited to the following services:

- Replacement or upgrade of systems.
- Testing, training,

- The DCS category custom-integrates HMI /SCADA operator interfaces with programmable logic controllers (PLCs), and various communication subsystems to create a single integrated security system. Custom tailor, program, and configure to remotely move and secure confined individuals in a specific detention, correctional, courts holding, mental health, or similar secure facility; generally, from a 24-hour central control room supported by distributed satellite stations. Representative subsystems may include, but is not limited to:
- Operator interfaces employing PC-based human-machine-interface (HMI) and supervisory control and data acquisition components (SCADA) software. Configure as client/server or peer systems. Representative pointing devices include mouse, touchscreen, or both.
- Master-to-master staff intercommunications, typically on a full-duplex, dialup basis.
- Door monitoring and control systems. Field device interfaces (relays, fuses, and terminals) to detention locking systems and door control programming.
- Utility monitoring and control systems. Data interfaces or field device interfaces to lighting control panels and relays, power control relays and breakers, flushing control systems, water control valves, telephone cutoff relays, fan control relays, generator monitoring interfaces, transfer switch monitors and transfer relays, and similar utility monitoring and control systems.
- Perimeter alarm systems. Data interfaces or field device interfaces to perimeter security and intrusion detection systems.
- Duress alarm systems. Data interfaces or field device interfaces to fixed or mobile duress alarm systems, including body-worn transmitters, duress pushbuttons, and subsystems that provide locating technology.

#### 1.8.2 Maintenance and repair, including emergency repairs of system.

- Respond on site to trouble calls within four (4) hours, including weekends and holidays.
- Adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched.
- Vendor to be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement.

*IntraWorks is one of the most experienced lockdown and shot detection system, installation, and testing companies in the region. We are proud to represent Shot Detection Systems and Louroe Electronics for gun and shot detection. We also represent several brands of access control for lockdown functions, but the following brands work particularly well for lockdown functions. Lenel, Facility Commander, Maxxess, and Andover Continuum.*

## 1.9 CATEGORY 9: INSPECTIONS & MONITORING

Vendor must:

- Guarantee system performance 99% uptime.
- Perform inspections as required by the Purchasing Entity.

### 1.9.1 Fire Extinguishing Systems

The Fire Extinguishing System category includes inspections of new extinguishing systems, including:

- **Pre-engineered systems; and**
- **Engineered systems.**

### 1.9.2 Fire Sprinkler Systems

Awarded vendors will be required to perform the following annual services:

- 1.9.2.1 Inspect installed equipment, including alarm devices, sprinkler heads, pipes, insulation, line pressure, unusual wear/corrosion, hose connections, hose racks, fire department connections, and other equipment in accordance with all rules and regulations within the Participating Entities;
- 1.9.2.2 Provide condition analysis report for all equipment inspected, highlighting any potential repairs needed, including any known rules and/or regulation infractions, noting specific location/equipment and specific rule and/or regulation violated prior to any repairs;
- 1.9.2.3 Ensure that systems are constantly operational.

### 1.9.3 Fire Alarm/Protective Signaling Systems

Awarded vendors will be required to perform the following semiannual/annual inspection services: \*\*

- 1.9.3.1 Inspect installed equipment, including complete testing of all fire alarm initiating devices, supervisory devices, and notification appliances;
- 1.9.3.2 Inspect fuses, lamps, LED's, control equipment including all wiring, connections and insulation; and
- 1.9.2.3 Provide the Participating Entities with a test report within 24 hours of completion, unless otherwise agreed upon in writing by both parties.

\*\* Some facilities may not accommodate one complete inspection per year of all fire alarm systems at one time. In this case, vendors will be required to service a portion of the alarm system each quarter until all systems have been inspected throughout the course the year.

### 1.9.4 Alarm Monitoring

Provide a 24 hour, 7 day per week UL listed station for monitoring alarm systems, including providing backup communication using a radio or cellular service.

*Off-site monitoring of your security, safety, or energy systems is a crucial part of an enterprise loss management plan. IntraWorks provides the following monitoring features:*

- *24-hour UL listed monitoring facilities with redundant sites (Five Diamond Status)*
  - *Mobile integration (you can monitor your alarm system, change temperature and lighting, unlock/lock doors, and view cameras from your smartphone or tablet.)*
  - *Video verification on alarm with smartphone integration*
  - *Video and access control monitoring*
  - *Security, temperature, water, and utility monitoring*
  - *Vehicle and asset tracking with geo-location/fencing*
  - *Armed guard response to alarmed events*
  - *Cloud Based Energy & HVAC Monitoring, Benchmarking, Constant Commissioning, Analytics*
  - *Bilingual operators*
  - *Off-site backup alarm central station*
  - *Ability to log onto your account and run reports*

#### *Testing and Inspections utilizing Smart Reports*

*IntraWorks offers continued testing of each system component according to NFPA, NIOSH, ADA, or Joint Commission standards as necessary . Our testing teams will bar code each device in your safety, security, or energy system. The bar code allows us to track each devices' pedigree, age, warranty, repairs and historical testing intervals. When our testing teams get started we scan every device with a smart reader and perform a complete test.*

*If a device has a manufacturers' recall, you will be notified immediately. If a device fails the test, you will receive an e-mail describing the deficiency and the price to repair. You can check fix, and we will get started with the repair.*

*Once complete, you will receive a report describing the type and model, its location, pass/fail, the time/date it was tested and the technician who tested it. IntraWorks will send one hard copy of the testing report in NFPA or Joint Commission format as desired. ALL annual reports and interim annual reports are available 24/7 through our on-line portal. Log on at [www.intraworksusa.com](http://www.intraworksusa.com)*

**See Below**

**Attachment D: Vendor Sheet**

**VENDOR INFORMATION SHEET FOR RFP 3407**

**Vendor Must:**

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Tab III of the Technical Proposal.

V1	Company Name	IntraWorks, Inc.
----	--------------	------------------

V2	Street Address	7910 Lorraine Ct NE
----	----------------	---------------------

V3	City, State, ZIP	Albuquerque, NM 87113
----	------------------	-----------------------

V4	Telephone Number	
	Area Code: 505	Number: 884-1970 Extension:

V5	Facsimile Number	
	Area Code: 505	Number: 884-8585 Extension:

V6	Toll Free Number	
	Area Code: 800	Number: 287-5641 Extension:

V7	<b>Contact Person for Questions / Contract Negotiations, including address if different than above</b>	
	Name: Kevin Mayer	
	Title: President	
	Address: 7910 Lorraine Ct NE, Albuquerque, NM 87113	
	Email Address: kmayer@intraworksusa.com	

V8	Telephone Number for Contact Person	
	Area Code: 505	Number: 884-1970 Extension:

## Credit Application

### IntraWorks Inc.

Started: 11/01/2002 – formerly Integrated Controls USA, Inc.

7910 Lorraine Ct. NE

Albuquerque, New Mexico 87113

P: 505.884.1970

F: 505.884.8585

Number of Employees: 50-100 ( Sales – 10, Service Techs – 6, Install Techs – 32)

Ownership/Officer	Title	Home Address
<b>Kevin L. Mayer</b>	President	806 Camino Vista Rio, Bernalillo, NM 87004
<b>Jeffrey T. Botz</b>	Vice President	4802 San Timoteo Dr., Albuquerque, NM 87114

Bank Reference	Address	Contact	Phone
<b>New Mexico Bank &amp; Trust</b> <b>Acct: 6196638</b>	320 Gold Ave. SW Albuquerque, NM 87102	JoAnn Romero	P: 505.830.8151 F: 505.830-8120

Company Reference	Address	Contact	Phone
<b>ADI</b> <b>Acct: 19968</b>	263 Old Country Rd, Melville, NY 11147	Beth Johns – Credit Dept.	P: 631.692.1595 F: 631.367.5743 Email: beth.johns2@adiglobal.com
<b>WESCO/ CSC</b> <b>Acct: 26700-98</b>	200 E Lies Rd Carol Stream, IL 60188	– Credit Dept.	P: 630.221.6462 F: 630.221.6777 Email: rmutter@gocsc.com
<b>Schneider Electric, Inc.</b> <b>Acct: A10105117</b>	24177 Network Place Chicago, IL 60673	Kristyn Garbacz	P: 815.580.8284 F: 888.560.6074
<b>UTC/ Edwards System Tech</b> <b>Acct: 3007</b>	90 Fieldstone Court Cheshire, CT 06410	– Credit Dept.	P: 503.885.5825 F: 503.691.7560

Identification Numbers	Certificate Number
<b>Integrated Controls USA, Inc. is incorporated under the laws of the State of NM as of 12/1/2000</b>	3219870
<b>NM Sales Tax Resale/ CRS</b>	02-470758-009
<b>Federal Tax ID</b>	01-0549808
<b>State Tax ID</b>	22-8234-1
<b>State of NM Contractors License</b>	86717
<b>DUNNS</b>	12-651-5605
<b>CAGE CODE</b>	3HD08
<b>Resident Contractor Certificate</b>	L1122328128
<b>UNM Banner ID</b>	10019718



V9	Facsimile Number for Contact Person		
	Area Code: 505	Number: 884-8585	Extension:

V10	<b><i>Name of Individual Authorized to Bind the Organization</i></b>	
	Name: Kevin Mayer	Title: President

V11	Signature ( <b><i>Individual must be legally authorized to bind the vendor per NRS 333.337</i></b> )	
	Signature: <i>Kevin Mayer</i>	Date: 05/22/17

See Below

## Attachment E: Confidentiality & Certification

### ATTACHMENT E – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in separate binders marked “**Part I B Confidential Technical**” and “**Part III Confidential Financial**”.

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

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

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in **Section 2 “ACRONYMS/DEFINITIONS.”**

***Please initial the appropriate response in the boxes below and provide the justification for confidential status.***

Part IB – Confidential Technical Information			
YES		NO	<i>KM</i>
Justification for Confidential Status			

A Public Records CD or Flash Drive has been included for the Technical and Cost Proposal			
YES	<i>KM</i>	NO (See note below)	

**Note: By marking "NO" for Public Record CD or Flash Drive included, you are authorizing the State to use the "Master CD or Flash Drive" for Public Records requests.**

Part III – Confidential Financial Information			
YES		NO	<b>KM</b>
Justification for Confidential Status			

IntraWorks, Inc.

Company Name

*Kevin Mayer*

Signature

Kevin Mayer

Print Name

05/22/2017

Date

## TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with **all** the terms and conditions specified in this Request for Proposal.

YES **KM** I agree to comply with the terms and conditions specified in this RFP.

NO \_\_\_\_\_ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors **must** provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations. The State will not accept any exceptions to the cost sheet.

Kevin Mayer

Company Name

*Kevin Mayer*

Signature

Kevin Mayer

Print Name

05/22/2017

Date

**See Below**

**Attachment F: Vendor Certification**

**ATTACHMENT F – VENDOR CERTIFICATIONS**

Vendor agrees and will comply with the following:

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

misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

(12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

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

IntraWorks, Inc.

Vendor Company Name

*Kevin Mayer*

Vendor Signature

Kevin Mayer

Print Name

05/22/2017

Date

See Below

## Attachment G: References

State of Nevada  
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

Patrick Cates  
Director

Jeffrey Haag  
Administrator

### BUSINESS REFERENCE'S RESPONSE TO REFERENCE QUESTIONNAIRE FOR STATE OF NEVADA REQUEST FOR PROPOSAL (RFP) 3407 SECURITY AND FIRE PROTECTION SERVICES

PART A – TO BE COMPLETED BY PROPOSING VENDOR – <i>Please type or print</i>	
Name of Company Submitting Proposal:	IntraWorks, Inc.

PART B – IF APPLICABLE, NAME OF COMPANY ACTING AS SUBCONTRACTOR FOR VENDOR IDENTIFIED IN PART A – <i>Please type or print</i>	
Name of Subcontractor:	N/A

PART C – BUSINESS REFERENCE INSTRUCTIONS	
1.	This Reference Questionnaire is being submitted to your organization for completion as a business reference for the company listed in Part A or Part B, above.
2.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:  State of Nevada, Purchasing Division Subject: <b>RFP 3407</b> <b>Attention: Purchasing Division</b> Email: <a href="mailto:rfdocs@admin.nv.gov">rfdocs@admin.nv.gov</a> Fax: 775-684-0188  Please reference the RFP number in the subject line of the email or on the fax.
3.	The completed Reference Questionnaire <b>MUST</b> be received <b>no later than 4:30 PM PT May 22, 2017..</b>
4.	Do <b>NOT</b> return the Reference Questionnaire to the Proposer (Vendor).
5.	In addition to the Reference Questionnaire, the State may contact references by phone for further clarification, if necessary.
6.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
7.	When contacting the State, please be sure to include the RFP number listed at the top of this page.
8.	We request all questions be answered. If an answer is not known please answer as "U/K". If the question is not applicable please answer as "N/A".

9.	If you need additional space to answer a question or provide a comment, please attach additional pages. If attaching additional pages, please place your company/organization name on each page and reference the RFP # noted at the top of this page.
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PART D – COMPANY PROVIDING REFERENCE – <i>Please type or print</i> CONFIDENTIAL INFORMATION WHEN COMPLETED	
Company Providing Reference:	A&S Plumbing Inc.
Contact Name:	Mathew Easley
Title:	Sprinkler Division Manager
Contact Telephone:	(505)-990-9926
Contact Email Address:	mathe@comcast.net

Service Categories Performed for this Reference		
Access Control Systems	YES	NO
Burglar Alarm	YES	NO
Surveillance Services & Equipment	YES	NO
Portable Fire Extinguishers	YES	NO
Fire Extinguishing Systems	YES	NO
Fire Sprinkler Systems	YES	NO
Fire Alarm/Protection Signaling Systems	YES	NO
High Security Control Systems	YES	NO
Inspections & Monitoring, including: Fire Extinguishing Systems; Fire Sprinkler Systems; Fire Alarm/Protective Signaling Systems; and Alarm Monitoring.	YES	NO

### ***RATING SCALE:***

*Where a rating is requested and using the Rating Scale provided below, rate the following questions by noting the appropriate number for each item. Please provide any additional comments you feel would be helpful to the State regarding this contractor.*

Category	Rating
Poor or Inadequate Performance	0
Below Average Performance	1 – 3
Average Performance	4 – 6
Above Average Performance	7 – 9
Excellent Performance	10

### ***PART E – QUESTIONS:***

1. In what capacity have you worked with this vendor in the past?
---

All capacities listed above. Intraworks has performed for us in all areas.

2. Rate the firm's knowledge and expertise.

**RATING: 9**

**Comments:**

Intraworks is fluent in all areas of the listed business segments. They are completely capable of performing any of the mentioned works.

3. Rate the vendor's flexibility relative to changes in the project scope and timelines.

**RATING: 9**

**Comments:**

Intraworks will be completely flexible to any deviations to the projects schedule or scope and can usually provide solutions to the situations as they arise.

4. Rate your level of satisfaction with hard copy materials produced by the vendor.

**RATING: 9**

**Comments: Documentation is impeccable**

5. Rate the dynamics/interaction between the vendor and your staff.

**RATING: 9**

**Comments: Intraworks has been easy to work with and dedicated to solving any issues that have been brought to my attention.**

6. Rate your satisfaction with the products developed by the vendor.

**RATING: 9**

**Comments: A wonderful team of people. All products that they support are top of the line.**

7. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. *(This pertains to delays under the control of the vendor.)*

**RATING: 7**

**Comments:**

This is a common question with this type of vendor. They are at the mercy of some powerful suppliers and sometimes the suppliers do not perform as well as the vendors would like. This problem can be related to any fire alarm / security company. But they do better than most by managing the issues as they arise.

8. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions.

**RATING: 9**

**Comments:**

This company prides it's self on service response and complete customer satisfaction. Also they are constantly adapting to the needs put in front of them by different types of customers.

9. Rate the knowledge of the vendor's assigned staff and their ability to

**RATING: 9**



accomplish duties as contracted.	
<b>Comments:</b> <b>All of the people in Intraworks are completely capable of performing at the highest level in there related fields.</b>	

10. Rate the accuracy and timeliness of the vendor's billing and/or invoices.	<b>RATING: 9</b>
<b>Comments:</b> This area is one of their finest performance matrix's. They strive to produce invoicing as soon as the work has been performed or when the SOV has been approved.	

11. Rate the vendor's ability to quickly and thoroughly resolve a problem related to the services provided.	<b>RATING: 9</b>
<b>Comments:</b> <b>All service issues that arise are dissected and resolved by a team of experts at all levels as soon as they are brought to the table.</b>	

12. Rate the vendor's flexibility in meeting business requirements.	<b>RATING: 9</b>
<b>Comments:</b> Flexibility is one of their business models. Always remain flexible.	

13. Rate the likelihood of your company/organization recommending this vendor to others in the future.	<b>RATING: 9</b>
<b>Comments:</b> We are committed to using Intraworks and will only recommend them to our customers.	

14. With which aspect(s) of this vendor's services are you most satisfied?
<b>Comments:</b> Fire Alarm service and installation.

15. With which aspect(s) of this vendor's services are you least satisfied?
<b>Comments:</b> Design Build concepts.

16. Would you recommend this vendor to your organization again?
<b>Comments:</b> Yes

### **PART F – GENERAL INFORMATION:**

1. During what time period did the vendor provide these services for your organization?				
Month/Year:	November / 2016	TO:	Month/Year:	Current

State of Nevada  
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

Patrick Cates  
Director

Jeffrey Haag  
Administrator

**BUSINESS REFERENCE'S RESPONSE TO REFERENCE QUESTIONNAIRE FOR  
STATE OF NEVADA REQUEST FOR PROPOSAL (RFP) 3407  
SECURITY AND FIRE PROTECTION SERVICES**

<b>PART A – TO BE COMPLETED BY PROPOSING VENDOR – <i>Please type or print</i></b>	
<b>Name of Company Submitting Proposal:</b>	IntraWorks, Inc.

<b>PART B – IF APPLICABLE, NAME OF COMPANY ACTING AS SUBCONTRACTOR FOR VENDOR IDENTIFIED IN PART A – <i>Please type or print</i></b>	
<b>Name of Subcontractor:</b>	N/A

<b>PART C – BUSINESS REFERENCE INSTRUCTIONS</b>	
1.	This Reference Questionnaire is being submitted to your organization for completion as a business reference for the company listed in Part A or Part B, above.
2.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:  State of Nevada, Purchasing Division Subject: <b>RFP 3407</b> <b>Attention: Purchasing Division</b> Email: <a href="mailto:rpdocs@admin.nv.gov">rpdocs@admin.nv.gov</a> Fax: 775-684-0188  Please reference the RFP number in the subject line of the email or on the fax.
3.	The completed Reference Questionnaire <b>MUST</b> be received <b>no later than 4:30 PM PT May 22, 2017..</b>
4.	Do <b>NOT</b> return the Reference Questionnaire to the Proposer (Vendor).
5.	In addition to the Reference Questionnaire, the State may contact references by phone for further clarification, if necessary.
6.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
7.	When contacting the State, please be sure to include the RFP number listed at the top of this page.
8.	We request all questions be answered. If an answer is not known please answer as "U/K". If the question is not applicable please answer as "N/A".
9.	If you need additional space to answer a question or provide a comment, please attach additional pages. If attaching additional pages, please place your company/organization name on each page and reference the RFP # noted at the top of this page.

<b>PART D – COMPANY PROVIDING REFERENCE – <i>Please type or print</i> CONFIDENTIAL INFORMATION WHEN COMPLETED</b>
---

<b>Company Providing Reference:</b>	Central New Mexico University (CNM)
<b>Contact Name:</b>	Kenneth Cole
<b>Title:</b>	Infrastructure Director
<b>Contact Telephone:</b>	(505) 224-3029
<b>Contact Email Address:</b>	Kcole5@cnm.edu

Service Categories Performed for this Reference		
Access Control Systems	YES	
Burglar Alarm	YES	
Surveillance Services & Equipment	YES	
Portable Fire Extinguishers		NO
Fire Extinguishing Systems		NO
Fire Sprinkler Systems		NO
Fire Alarm/Protection Signaling Systems		NO
High Security Control Systems	YES	
Inspections & Monitoring, including: Fire Extinguishing Systems; Fire Sprinkler Systems; Fire Alarm/Protective Signaling Systems; and Alarm Monitoring.	YES	

### **RATING SCALE:**

*Where a rating is requested and using the Rating Scale provided below, rate the following questions by noting the appropriate number for each item. Please provide any additional comments you feel would be helpful to the State regarding this contractor.*

Category	Rating
Poor or Inadequate Performance	0
Below Average Performance	1 – 3
Average Performance	4 – 6
Above Average Performance	7 – 9
Excellent Performance	10

### **PART E – QUESTIONS:**

17. In what capacity have you worked with this vendor in the past?
IntraWorks installed and is still installing a lockdown and video/alarm system with integration to our facility management systems. This system covers all 6 campuses and 98 buildings.

18. Rate the firm's knowledge and expertise.	<b>RATING: 10</b>
<b>Comments:</b> They brought solutions to us that no other vendor was able to propose saving us hundreds	

of thousands on the project over the past 5 years.

19. Rate the vendor's flexibility relative to changes in the project scope and timelines.

**RATING: 10**

**Comments:**

There are few if any changes to the systems they propose. Usually less than 2% overall

20. Rate your level of satisfaction with hard copy materials produced by the vendor.

**RATING: 10**

**Comments:**

Submittals and drawing sets have always been excellent.

21. Rate the dynamics/interaction between the vendor and your staff.

**RATING: 10**

**Comments:**

We meet with the sales engineer and PM every week and have done so for 4 years. They have never missed a meeting. They are well organized.

22. Rate your satisfaction with the products developed by the vendor.

**RATING: 7**

**Comments:**

The product they install is made by Schneider Electric. The product has some quirks and we have had problems getting some of the software to virtualize, which doesn't match our IT policy. This is not the fault of IntraWorks, but together, we have figured out how to make it work.

23. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. *(This pertains to delays under the control of the vendor.)*

**RATING: 10**

**Comments:**

They adhere to the agreed upon schedule very well

24. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions.

**RATING: 10**

**Comments:**

Their service is very responsive. They have well trained technicians.

25. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted.

**RATING: 10**

**Comments:**

No problems. They are very professional.

26. Rate the accuracy and timeliness of the vendor's billing and/or invoices.

**RATING: 8**

**Comments:**

We have had some problems with POs and change orders. Small errors that we all had to work out.

27. Rate the vendor's ability to quickly and thoroughly resolve a problem related to the services provided.	<b>RATING: 10</b>
<b>Comments:</b> IntraWorks has the best service we have ever seen in the security and fire industry. No complaints	

28. Rate the vendor's flexibility in meeting business requirements.	<b>RATING: 10</b>
<b>Comments:</b> As built are great.	

29. Rate the likelihood of your company/organization recommending this vendor to others in the future.	<b>RATING: 10</b>
<b>Comments:</b> We would highly recommend them.	

30. With which aspect(s) of this vendor's services are you most satisfied?
<b>Comments:</b> Their IT knowledge is good. The installation crews work the plan very well.

31. With which aspect(s) of this vendor's services are you least satisfied?
<b>Comments:</b> They have had some trouble working with our security guards to gain access. Coordination problems.

32. Would you recommend this vendor to your organization again?
<b>Comments:</b> Yes. We would recommend them to any university or other institution.

**PART F – GENERAL INFORMATION:**

2. During what time period did the vendor provide these services for your organization?				
Month/Year:	09/2014	TO:	Month/Year:	Current and ongoing

State of Nevada  
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

Patrick Cates  
Director

Jeffrey Haag  
Administrator

**BUSINESS REFERENCE'S RESPONSE TO REFERENCE QUESTIONNAIRE FOR  
STATE OF NEVADA REQUEST FOR PROPOSAL (RFP) 3407  
SECURITY AND FIRE PROTECTION SERVICES**

<b>PART A – TO BE COMPLETED BY PROPOSING VENDOR – Please type or print</b>	
<b>Name of Company Submitting Proposal:</b>	IntraWorks, Inc.

<b>PART B – IF APPLICABLE, NAME OF COMPANY ACTING AS SUBCONTRACTOR FOR VENDOR IDENTIFIED IN PART A – Please type or print</b>	
<b>Name of Subcontractor:</b>	N/A

<b>PART C – BUSINESS REFERENCE INSTRUCTIONS</b>	
1.	This Reference Questionnaire is being submitted to your organization for completion as a business reference for the company listed in Part A or Part B, above.
2.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:  State of Nevada, Purchasing Division Subject: <b>RFP 3407</b> <b>Attention: Purchasing Division</b> Email: <a href="mailto:rfdocs@admin.nv.gov">rfdocs@admin.nv.gov</a> Fax: 775-684-0188  Please reference the RFP number in the subject line of the email or on the fax.
3.	The completed Reference Questionnaire <b>MUST</b> be received <b>no later than 4:30 PM PT May 22, 2017..</b>
4.	Do <b>NOT</b> return the Reference Questionnaire to the Proposer (Vendor).
5.	In addition to the Reference Questionnaire, the State may contact references by phone for further clarification, if necessary.
6.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
7.	When contacting the State, please be sure to include the RFP number listed at the top of this page.
8.	We request all questions be answered. If an answer is not known please answer as "U/K". If the question is not applicable please answer as "N/A".
9.	If you need additional space to answer a question or provide a comment, please attach additional pages. If attaching additional pages, please place your company/organization name on each page and reference the RFP # noted at the top of this page.

<b>PART D – COMPANY PROVIDING REFERENCE – Please type or print CONFIDENTIAL INFORMATION WHEN COMPLETED</b>	
<b>Company Providing Reference:</b>	Genesis Healthcare

<b>Contact Name:</b>	James Houston
<b>Title:</b>	Regional Property Manager
<b>Contact Telephone:</b>	(505) 604-6448
<b>Contact Email Address:</b>	Jim.houston@genesishcc.com

<b>Service Categories Performed for this Reference</b>		
Access Control Systems	YES	
Burglar Alarm	YES	
Surveillance Services & Equipment	YES	
Portable Fire Extinguishers	YES	
Fire Extinguishing Systems	YES	
Fire Sprinkler Systems	YES	
Fire Alarm/Protection Signaling Systems	YES	
High Security Control Systems	YES	
Inspections & Monitoring, including: Fire Extinguishing Systems; Fire Sprinkler Systems; Fire Alarm/Protective Signaling Systems; and Alarm Monitoring.	YES	

### ***RATING SCALE:***

*Where a rating is requested and using the Rating Scale provided below, rate the following questions by noting the appropriate number for each item. Please provide any additional comments you feel would be helpful to the State regarding this contractor.*

<b>Category</b>	<b>Rating</b>
Poor or Inadequate Performance	0
Below Average Performance	1 – 3
Average Performance	4 – 6
Above Average Performance	7 – 9
Excellent Performance	10

### ***PART E – QUESTIONS:***

33. In what capacity have you worked with this vendor in the past?
Intraworks has performed for us

34. Rate the firm's knowledge and expertise.	<b>RATING: 9</b>
Completely capable of performing any of the mentioned works.	



35. Rate the vendor's flexibility relative to changes in the project scope and timelines.	<b>RATING: 9</b>
Can usually provide solutions to the situations as they arise.	
36. Rate your level of satisfaction with hard copy materials produced by the vendor.	<b>RATING: 9</b>
Great Job	
37. Rate the dynamics/interaction between the vendor and your staff.	<b>RATING: 9</b>
Dedicated to solving any issues that have been brought to my attention.	
38. Rate your satisfaction with the products developed by the vendor.	<b>RATING: 9</b>
All products that they support are top of the line.	
39. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. <i>(This pertains to delays under the control of the vendor.)</i>	<b>RATING: 7</b>
Haven't had any issues	
40. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions.	<b>RATING: 9</b>
Best Customer Service I have had	
41. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted.	<b>RATING: 9</b>
No problems	
42. Rate the accuracy and timeliness of the vendor's billing and/or invoices.	<b>RATING: 9</b>
Some invoice issues but, they have fixed everything overtime and haven't had any lately	
43. Rate the vendor's ability to quickly and thoroughly resolve a problem related to the services provided.	<b>RATING: 9</b>
Great Job	
44. Rate the vendor's flexibility in meeting business requirements.	<b>RATING: 9</b>
They always treat me like I'm their only customer	
45. Rate the likelihood of your company/organization recommending this vendor to others in the future.	<b>RATING: 9</b>
We are committed to using Intraworks and will recommend them	



46. With which aspect(s) of this vendor's services are you most satisfied?
Fire Alarm service and installation.

47. With which aspect(s) of this vendor's services are you least satisfied?
Fire Extinguishers

48. Would you recommend this vendor to your organization again?
Yes

**PART F – GENERAL INFORMATION:**

3. During what time period did the vendor provide these services for your organization?				
Month/Year:	October / 2016	TO:	Month/Year:	Current

State of Nevada  
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

Patrick Cates  
Director

Jeffrey Haag  
Administrator

**BUSINESS REFERENCE'S RESPONSE TO REFERENCE QUESTIONNAIRE FOR  
STATE OF NEVADA REQUEST FOR PROPOSAL (RFP) 3407  
SECURITY AND FIRE PROTECTION SERVICES**

<b>PART A – TO BE COMPLETED BY PROPOSING VENDOR – Please type or print</b>	
<b>Name of Company Submitting Proposal:</b>	IntraWorks, Inc.

<b>PART B – IF APPLICABLE, NAME OF COMPANY ACTING AS SUBCONTRACTOR FOR VENDOR IDENTIFIED IN PART A – Please type or print</b>	
<b>Name of Subcontractor:</b>	N/A

<b>PART C – BUSINESS REFERENCE INSTRUCTIONS</b>	
1.	This Reference Questionnaire is being submitted to your organization for completion as a business reference for the company listed in Part A or Part B, above.
2.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:  State of Nevada, Purchasing Division Subject: <b>RFP 3407</b> <b>Attention: Purchasing Division</b> Email: <a href="mailto:rpdocs@admin.nv.gov">rpdocs@admin.nv.gov</a> Fax: 775-684-0188  Please reference the RFP number in the subject line of the email or on the fax.
3.	The completed Reference Questionnaire <b>MUST</b> be received <b>no later than 4:30 PM PT May 22, 2017..</b>
4.	Do <b>NOT</b> return the Reference Questionnaire to the Proposer (Vendor).
5.	In addition to the Reference Questionnaire, the State may contact references by phone for further clarification, if necessary.
6.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
7.	When contacting the State, please be sure to include the RFP number listed at the top of this page.
8.	We request all questions be answered. If an answer is not known please answer as "U/K". If the question is not applicable please answer as "N/A".
9.	If you need additional space to answer a question or provide a comment, please attach additional pages. If attaching additional pages, please place your company/organization name on each page and reference the RFP # noted at the top of this page.

<b>PART D – COMPANY PROVIDING REFERENCE – Please type or print CONFIDENTIAL INFORMATION WHEN COMPLETED</b>	
<b>Company Providing Reference:</b>	McDade Woodcock Enterprises

<b>Contact Name:</b>	Randy Dupuy
<b>Title:</b>	Development Manager
<b>Contact Telephone:</b>	505.884.0155
<b>Contact Email Address:</b>	randyd@mwieic.com

<b>Service Categories Performed for this Reference</b>		
Access Control Systems	YES	
Burglar Alarm	YES	
Surveillance Services & Equipment	YES	
Portable Fire Extinguishers		NO
Fire Extinguishing Systems		NO
Fire Sprinkler Systems	YES	
Fire Alarm/Protection Signaling Systems	YES	
High Security Control Systems	YES	
Inspections & Monitoring, including: Fire Extinguishing Systems; Fire Sprinkler Systems; Fire Alarm/Protective Signaling Systems; and Alarm Monitoring.	YES	

### ***RATING SCALE:***

*Where a rating is requested and using the Rating Scale provided below, rate the following questions by noting the appropriate number for each item. Please provide any additional comments you feel would be helpful to the State regarding this contractor.*

<b>Category</b>	<b>Rating</b>
Poor or Inadequate Performance	0
Below Average Performance	1 – 3
Average Performance	4 – 6
Above Average Performance	7 – 9
Excellent Performance	10

### ***PART E – QUESTIONS:***

<b>49. In what capacity have you worked with this vendor in the past?</b>
IntraWorks has teamed with McDade Woodcock to design, build and service millions of dollars of projects to include: University Medical Center, several projects at Los Alamos National Laboratories, Denver Water Treatment Plant, Several School district projects and much more.

<b>50. Rate the firm's knowledge and expertise.</b>	<b>RATING: 10</b>
<b>Comments:</b> IntraWorks is one of the most sophisticated and capable security and safety system	

contractors we have ever utilized. Their engineers and installers are very responsive.

51. Rate the vendor's flexibility relative to changes in the project scope and timelines.

**RATING: 9**

**Comments:**

IntraWorks works hard to eliminate or reduce change orders by thinking of problems before they get out of hand.

52. Rate your level of satisfaction with hard copy materials produced by the vendor.

**RATING: 10**

**Comments:**

Submittals and drawing sets have always been excellent.

53. Rate the dynamics/interaction between the vendor and your staff.

**RATING: 10**

**Comments:**

We have been working with IntraWorks for over 15 years so our staff and theirs know each other well and work well together.

54. Rate your satisfaction with the products developed by the vendor.

**RATING: 8**

**Comments:**

The products IntraWorks installs are high quality. However, sometimes the manufacture promises more than what the system is capable of producing. IntraWorks has found many work arounds for problems, but we have had some difficulty meeting the specification. Overall, we have always ultimately met or exceeded the specification or need of the end user.

55. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. *(This pertains to delays under the control of the vendor.)*

**RATING: 10**

**Comments:**

For delays under the control of IntraWorks, they have performed impeccably.

56. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions.

**RATING: 10**

**Comments:**

We only work with IntraWorks through the warranty period which is between 1 and 3 years. This is where IntraWorks does better than any other company we have ever dealt with. They respond 24 hours a day to service calls and problems with their equipment.

57. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted.

**RATING: 10**

**Comments:**

The thing that makes IntraWorks best IS their staff. They are very professional. The bottom line is that they do what they say they are going to do. They have a very strong culture of excellence.

58. Rate the accuracy and timeliness of the vendor's billing and/or invoices.	<b>RATING:</b> 8
<b>Comments:</b> We have had some billing problems, but they were quickly resolved.	

59. Rate the vendor's ability to quickly and thoroughly resolve a problem related to the services provided.	<b>RATING:</b> 10
<b>Comments:</b> IntraWorks has the best service we have ever seen in the security and fire industry. No complaints	

60. Rate the vendor's flexibility in meeting business requirements.	<b>RATING:</b> 10
<b>Comments:</b> No complaints. They have a large bonding capacity and have always had the cash flow to complete work.	

61. Rate the likelihood of your company/organization recommending this vendor to others in the future.	<b>RATING:</b> 10
<b>Comments:</b> They are an excellent firm. We would highly recommend them especially to government agencies; whom they specialize in servicing.	

62. With which aspect(s) of this vendor's services are you most satisfied?
<b>Comments:</b> Their response. They almost always get the problem fixed on the same day unless there are parts needed. Even then its usually within 3 days. Their technicians are very professional and well trained.

63. With which aspect(s) of this vendor's services are you least satisfied?
<b>Comments:</b> Their billing department has struggled to get invoices reconciled in a timely manner. Ultimately, they resolve things though.

64. Would you recommend this vendor to your organization again?
<b>Comments:</b> Absolutely. We have used them for over 15 years and will continue to do so because of their ability to out perform any other low voltage contractor in the region.

**PART F – GENERAL INFORMATION:**

4. During what time period did the vendor provide these services for your organization?				
Month/Year:	11/2001	TO:	Month/Year:	Current and ongoing

See Below

## Attachment H: Proposed Staff Resumes

### PROPOSED STAFF RESUME FOR RFP 3407

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

Company Name Submitting Proposal:	IntraWorks, Inc.
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*Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.*

Contractor:	X	Subcontractor:	
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*The following information requested pertains to the individual being proposed for this project.*

Name:	Eric Berson	Key Personnel: (Yes/No)	yes
Individual's Title:	Project Manager/Field Superintendent		
# of Years in Classification:	25+	# of Years with Firm:	18

### BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

*Information should include a brief summary of the proposed individual's professional experience.*

EST 2, EST 3, EST Quickstart, EST IO Panel, EST Fireworks, Firelite, Silent Knight, DSC, Intrepid, Continuum, Schneider Electric, Pelco, Avigilon, Infographics, Facility Commander, Bosch, Vista, Inovonics, APEX, Allen Bradley, StruxtureWare, DSSNVR, Video Matrix Switchers

### RELEVANT EXPERIENCE

*Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.*

- EST 2 – UNM Seidler Natatorium, UNM Johnson Gym, UNM Ceria, UNM Regener Hall, UNM College of Nursing, Encino Terrace, Heart Hospital
- EST 3 – UNMH, UNM School of Architecture, UNM Bookstore, UNM Domenici Center, UNM Health Sciences, UNM Nursing Pharmacy, Hewlett Packard RR, I-25 Studios, Intel, NM Court of Appeals, 1<sup>st</sup> Plaza, 500 Gold, Artesia General Hospital, BCBS
- EST Quickstart – UNM Scholes Hall, UNM CTSC, Estancia Public Schools, Plaza Entrada Complex, Durango Pumping Plant, Gallup McKinley Schools
- EST IO Panel – UNM BBER, Buckman Water Treatment, Sandia Springs Retirement Center
- Firelite – Big Rock Casino, NMSU

- Fireworks – UNMH, Route 66 Casino, Santa Fe Community College
- Access Control Continuum – CNM
- HVAC Controls – FAA, UNMH Bradbury Building

#### **EDUCATION**

***Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.***

- TPC Trainco-HVAC Electrical Controls & Air Distribution, ALBUQUERQUE, MARCH 2017

#### **CERTIFICATIONS**

***Information required should include: type of certification and date completed/received.***

EST 2, EST 3, EST Quickstart, EST IO Panel, EST Fireworks,  
Journeyman Electrician EE98, DSC, NICET 1, ES-3J – low voltage

#### **REFERENCES**

***A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.***

- Kevin Mayer, President IntraWorks, Inc.  
505.884-1970ph 505.884.8585fax  
[kmayer@intraworksusa.com](mailto:kmayer@intraworksusa.com)
- Jeff Botz, Vice President IntraWorks, Inc.  
505.884-1970ph 505.884.8585fax  
[jbotz@intraworksusa.com](mailto:jbotz@intraworksusa.com)
- Paul Fava, Special Systems Coordinator IntraWorks, Inc.  
505.884-1970ph 505.884.8585fax  
[kmayer@intraworksusa.com](mailto:kmayer@intraworksusa.com)

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

<b>Company Name Submitting Proposal:</b>	<b><i>IntraWorks, Inc.</i></b>
--	--------------------------------

***Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.***

<b>Contractor:</b>	<b><i>X</i></b>	<b>Subcontractor:</b>	
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***The following information requested pertains to the individual being proposed for this project.***

<b>Name:</b>	<b>Jason Ziglar</b>	<b>Key Personnel: (Yes/No)</b>	<b><i>no</i></b>
<b>Individual's Title:</b>	<b>Engineering Support</b>		
<b># of Years in Classification:</b>	<b>20+</b>	<b># of Years with Firm:</b>	<b>5</b>

#### **BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE**

***Information should include a brief summary of the proposed individual's professional experience.***

Access Control: DSX, Avigilon, Vanderbilt, DMP, Sielox & Lenel & Continuum  
 CCTV: Avigilon, Pelco, American Dynamics, Prism & Axis  
 Intrusion: DSC, Ademco, Honeywell, DMP, Bosch  
 Perimeter Detection: Southwest Microwave, Fiber Sensys, Senstar  
 PA Systems: Bogen, Valcom  
 Nurse Call: ProCare 6000, GE Telligence & Ascom  
 Intercom: Code Blue. Talkaphone, Valcom & Aiphone  
 Telcom: Commscope, OCC, Corning, Panduit & Chatsworth

#### **RELEVANT EXPERIENCE**

***Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.***

Access Control: Community College of NM All Campuses Lock  
 Down, James Bickley Elementary School, Denver Northern  
 Treatment Plant, Social Security Administration & Sandia  
 National Labs  
 CCTV: Social Security Administration, NM Lottery, Denver  
 Northern Treatment Plant, City of Santa Fe Water Buckman &  
 Sangre De Cristo, Honeywell FM&T, L3 Communications & Los  
 Alamos Labs  
 Perimeter Detection: Los Alamos Labs, City of Santa Fe  
 Buckman & Sangre de Cristo  
 Nurse Call: Eastern NM Medical Center, Lovelace Medical  
 Center, Lovelace Heart Hospital, VA Hospital Albuquerque

#### **EDUCATION**

***Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.***



**CERTIFICATIONS**

*Information required should include: type of certification and date completed/received.*

Avigilon Video, Avigilon Access, DSX Access, American Dynamics  
Intellex & Video Edge, Vanderbilt Access, DMP Intrusion &  
Access, Axis Certified Professional & Sielox Access

**REFERENCES**

*A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.*

- Kevin Mayer, President IntraWorks, Inc.  
505.884-1970ph 505.884.8585fax  
[kmayer@intraworksusa.com](mailto:kmayer@intraworksusa.com)
- 
- Jeff Botz, Vice President IntraWorks, Inc.  
505.884-1970ph 505.884.8585fax  
[jbotz@intraworksusa.com](mailto:jbotz@intraworksusa.com)
- Paul Fava, Special Systems Coordinator IntraWorks, Inc.  
505.884-1970ph 505.884.8585fax  
[kmayer@intraworksusa.com](mailto:kmayer@intraworksusa.com)

**PROPOSED STAFF RESUME FOR RFP 3407**

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

<b>Company Name Submitting Proposal:</b>	<b>IntraWorks, Inc.</b>
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*Check the appropriate box as to whether the proposed individual is  
prime contractor staff or subcontractor staff.*

<b>Contractor:</b>	<b>X</b>	<b>Subcontractor:</b>	
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*The following information requested pertains to the individual being proposed for this project.*

<b>Name:</b>	Jesse Flores	<b>Key Personnel: (Yes/No)</b>	<b>yes</b>
<b>Individual's Title:</b>	Construction Coordinator		
<b># of Years in Classification:</b>	10+	<b># of Years with Firm:</b>	12

**BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE**

*Information should include a brief summary of the proposed individual's professional experience.*

EST Quickstart, EST 2, EST 3, EST Fireworks, EST IO Panel, BOSCH, ADEMCO, Honeywell

#### **RELEVANT EXPERIENCE**

***Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.***

Intel Fab 11, LANL PSWFARP (100+ Buildings), Sandia National Labs (50+ Buildings), Buffalo Thunder Resort & Casino, UNM Children's Hospital – BBRP, UNM Sandoval Regional Medical Center, LDC Route 66 Casino Hotel, Sandia Resort Casino Hotel, Isleta Resort Casino, UNM Cancer Research Center, South Valley Health Commons, Spaceport America, Southwest Reclamation Plant Preliminary Treatment Facility

#### **EDUCATION**

***Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.***

BVIP Installation Training-Albuquerque, NM-April 2006

#### **CERTIFICATIONS**

***Information required should include: type of certification and date completed/received.***

EST Quickstart, ES-J3, Vanderbilt, OSHA 10

#### **REFERENCES**

***A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.***

- Kevin Mayer, President IntraWorks, Inc.  
505.884-1970ph 505.884.8585fax  
[kmayer@intraworksusa.com](mailto:kmayer@intraworksusa.com)
- Jeff Botz, Vice President IntraWorks, Inc.  
505.884-1970ph 505.884.8585fax  
[jbotz@intraworksusa.com](mailto:jbotz@intraworksusa.com)
- Paul Fava, Special Systems Coordinator IntraWorks, Inc.  
505.884-1970ph 505.884.8585fax  
[kmayer@intraworksusa.com](mailto:kmayer@intraworksusa.com)

#### **PROPOSED STAFF RESUME FOR RFP 3407**

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

<b>Company Name Submitting Proposal:</b>	<b>IntraWorks, Inc.</b>
--	-------------------------

**Check the appropriate box as to whether the proposed individual is  
prime contractor staff or subcontractor staff.**

<b>Contractor:</b>	<b>X</b>	<b>Subcontractor:</b>	
--------------------	----------	-----------------------	--

**The following information requested pertains to the individual being proposed for this project.**

<b>Name:</b>	<b>Keith Putman</b>	<b>Key Personnel: (Yes/No)</b>	<b>Yes</b>
<b>Individual's Title:</b>	Nevada Sales & Engineering Manager		
<b># of Years in Classification:</b>	20+	<b># of Years with Firm:</b>	1

#### **BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE**

**Information should include a brief summary of the proposed individual's professional experience.**

Access Control: DSX, Avigilon, Vanderbilt, DMP, Lenel, Continuum  
 CCTV: Avigilon, Pelco, American Dynamics, Milestone, Axis  
 Intrusion: DSC, Ademco, Honeywell, DMP, Bosch  
 Perimeter Detection: Southwest Microwave, Fiber Sensys, Senstar  
 PA Systems: Bogen, Valcom  
 Nurse Call: ProCare 6000, GE Telligence, Ascom EZ Care  
 Intercom: Code Blue. Talkaphone, Valcom & Aiphone

#### **RELEVANT EXPERIENCE**

**Information required should include: timeframe, company name, company location, position title held during  
the term of the contract/project and details of contract/project.**

Access Control: State of New Mexico, DOT New Mexico,  
Bernalillo County

CCTV: State of New Mexico, DOT New Mexico, Bernalillo  
County

Nurse Call: Department of VA Hospital Albuquerque, Veterans  
Home TorC

Fire Alarm: Department of VA Hospital Albuquerque, Veterans  
Home TorC, State of New Mexico, DOT New Mexico, Bernalillo  
County

#### **EDUCATION**

**Information required should include: institution name, city, state,  
degree and/or Achievement and date completed/received.**

### **CERTIFICATIONS**

***Information required should include: type of certification and date completed/received.***

DSX Access, American Dynamics Intellex & Video Edge, DMP  
Intrusion & Access, Axis Certified Professional, EST, Siemens,  
Notifier, Simplex, Gamewell FCI, Firelite, Silent Knight, Kantech

### **REFERENCES**

***A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.***

- Kevin Mayer, President IntraWorks, Inc.  
505.884-1970ph 505.884.8585fax  
[kmayer@intraworksusa.com](mailto:kmayer@intraworksusa.com)
- Jeff Botz, Vice President IntraWorks, Inc.  
505.884-1970ph 505.884.8585fax  
[jbotz@intraworksusa.com](mailto:jbotz@intraworksusa.com)
- Paul Fava, Special Systems Coordinator IntraWorks, Inc.  
505.884-1970ph 505.884.8585fax  
[kmayer@intraworksusa.com](mailto:kmayer@intraworksusa.com)

## PROPOSED STAFF RESUME FOR RFP 3407

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

<b>Company Name Submitting Proposal:</b>	<b>IntraWorks, Inc.</b>
--	-------------------------

**Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.**

<b>Contractor:</b>	<b>X</b>	<b>Subcontractor:</b>	
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**The following information requested pertains to the individual being proposed for this project.**

<b>Name:</b>	<b>Martin Flores</b>	<b>Key Personnel: (Yes/No)</b>	<b>yes</b>
<b>Individual's Title:</b>	<b>Special Systems and Building Automation Consultant</b>		
<b># of Years in Classification:</b>	<b>42+</b>	<b># of Years with Firm:</b>	<b>15</b>

### BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

**Information should include a brief summary of the proposed individual's professional experience.**

Integrated Command and Control, Fire systems, Access Control, Intrusion Detection Systems, Closed Circuit Television (Content Analytics), Chemical Detection, Asset Tracking, Blast Mitigation, Perimeter Detection, and SCIF protection (Secret Compartmental Information Facility). Central Station Monitoring Facilities, Building Automation, Energy Monitoring.  
Government and Commercial Projects.

### RELEVANT EXPERIENCE

**Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.**

- New Mexico Air National Guard – Direct Digital Control Upgrade, Monitoring Natural Gas, Electric (power consumption), Water Meters, and HVAC Controls
- FAA – (Albuquerque) Federal Aviation Administrative Automation – Automation Wing Rehabilitation.
- Cannon Air Force Ordinance protection (Small arms, Missiles) Bunkers, listed Cannon Air Force Base as a UL Central Station for Base Operations / Dispatch of personnel and Monitoring, base Blast Mitigation for the Command Center, Control Tower, Headquarters, Dorms, Base Day Care Centers, Commissary, and Financial Facilities.
- Issuance UL 2050 Certificate Application for DIAM 50-3, JAFAN 6/9 (Joint Air Force, Army, Navy) / DICID 6/9 (Director of Central Intelligence Directive), Boeing, Northrop Grumman, Honeywell. NMSU.
- Yellow Freight National asset tracking project / Access Control / Closed Circuit Television.
- K-mart regional stores CCTV, Security System, Access

#### Control

- Coors Brewery (Colorado) Fire and Evacuation, Access Control CCTV.
- Sandia National Labs - Fire Alarm Central Station with remote monitoring Station, Fire Control Panel Upgrades / New Facility, Access Security System CCTV upgrade and replacement.
- Isleta Casino Project to 650 cameras CCTV Full Matrix System and 25 readers Access Control Fully Integrated Enterprise level CCTV meeting Gaming commission requirements.
- VA Pharmaceutical Research Center Security and Life Safety Systems including EST Fire Alarm and evacuation, CCTV, 150 Door Access Control, and Graphical User Interface, full perimeter system with redundancy
- LANL Central Station Upgrade, Interfacing with CAS, EOC.
- Lovelace Main Hospital Security Command and Control System, access control readers with EST Fire Alarm and Evacuation into a fully integrated system. Integrated 28 Clinics to command Center.
- White Sands Missile Range Hanger Fire Alarm Upgrade and replacement.
- Jicarilla Correctional / Judicial Facility / Police headquarters, provided (Command and Control, CCTV, Access Control, Metal Detection, Sound System, Paging System).
- Gallup Indian Medical (Pro-care 6000 Nurse Call System)
- Jicarilla Medical Dulce, NM Nurse Call System (Staff Call Pro).
- Alta Vista (Nurse Call, Infant Abduction, Access Control).
- City of Albuquerque Airport (Parking Management upgrade, CCTV Matrix upgrade)
- City Of Albuquerque Water Treatment.
- Listed facilities (Boeing, SAIC, Honeywell, Northrop Grumman, and NMSU) that meet SCIF requirements.

#### **CERTIFICATIONS**

***Information required should include: type of certification and date completed/received.***

NM State Electrical License – ES-03, EJ-03, OSHA 10, DMP, DSC, MAXXESS, Honeywell, Northern Computers, GE / Infographics, ABM Phoenix Central Station, Videx Cypher Lock, Bosch Allegiant Matrix, LTC 8900 System, Centra Scan, Passive Optical LAN, Systems Sensor “Mass Notification”, AirSense “Stratos” Aspirating Smoke Detection System, XTRALIS “VESDA Smoke Detection” Detection Systems”, Building Reports “Fire, Life Safety, Access, Security Reports”. Schneider Electric - (SmartStruxure, SmartStruxure lite).

## REFERENCES

***A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.***

- Kevin Mayer, President IntraWorks, Inc.  
505.884-1970ph 505.884.8585fax  
[kmayer@intraworksusa.com](mailto:kmayer@intraworksusa.com)
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[kmayer@intraworksusa.com](mailto:kmayer@intraworksusa.com)

## PROPOSED STAFF RESUME FOR RFP 3407

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

<b>Company Name Submitting Proposal:</b>	<b>IntraWorks, Inc.</b>
--	-------------------------

*Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.*

<b>Contractor:</b>	<b>X</b>	<b>Subcontractor:</b>	
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*The following information requested pertains to the individual being proposed for this project.*

<b>Name:</b>	Thomas Maier	<b>Key Personnel: (Yes/No)</b>	<b>yes</b>
<b>Individual's Title:</b>	Sales Executive		
<b># of Years in Classification:</b>	30+	<b># of Years with Firm:</b>	16

### BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

*Information should include a brief summary of the proposed individual's professional experience.*

EST Quickstart, EST 2, EST 3, EST Fireworks, EST IO Panel,  
BOSCH, ADEMCO, Honeywell

### RELEVANT EXPERIENCE

*Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.*

- EST 3 – Lovelace Hospital Gibson, 1st Plaza, Kroger, California Community Hospital – San Bernardino, St. Bernardine Medical Center – San Bernardino, additionally for various California retirements centers and hospitals

### EDUCATION

*Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.*

### CERTIFICATIONS

*Information required should include: type of certification and date completed/received.*

BOSCH



## REFERENCES

***A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.***

- Kevin Mayer, President IntraWorks, Inc.  
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[kmayer@intraworksusa.com](mailto:kmayer@intraworksusa.com)

## PROPOSED STAFF RESUME FOR RFP 3407

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

<b>Company Name Submitting Proposal:</b>	<b>IntraWorks, Inc.</b>
--	-------------------------

**Check the appropriate box as to whether the proposed individual is  
prime contractor staff or subcontractor staff.**

<b>Contractor:</b>	<b>X</b>	<b>Subcontractor:</b>	
--------------------	----------	-----------------------	--

**The following information requested pertains to the individual being proposed for this project.**

<b>Name:</b>	<b>Wayne Cobb</b>	<b>Key Personnel: (Yes/No)</b>	<b>yes</b>
<b>Individual's Title:</b>	<b>Project Manager/Field Superintendent</b>		
<b># of Years in Classification:</b>	<b>23 +</b>	<b># of Years with Firm:</b>	<b>16</b>

### **BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE**

**Information should include a brief summary of the proposed individual's professional experience.**

EST 2, EST 3, EST Quickstart, EST IO Panel, EST Fireworks, Firelite Pyrotronics, Siemens,  
Honeywell, Harrington, Mirtone

### **RELEVANT EXPERIENCE**

**Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.**

- EST 2- Los Alamos National Labs, Encino Terrace, NM History Museum
- EST 3 – UNM Domenici Center, UNM Health Sciences, BCBS, Buffalo Thunder, Inn at the Loretto
- EST Quickstart – UNM Sevilleta Field, Central Consolidated Schools, Durango Pumping Plant, Plaza Entrada Complex, Gallup McKinley Schools, Buckman Water Treatment, Westside Transit Facility, Zuni Indian Hospital, Zuni Schools District , Air Traffic Control Albuquerque
- EST IO Panel – UNM BBER, NMRCFL
- Firelite – Big Rock Casino, NMSU Fireworks – UNMH  
Pyrotronics/Siemens – Fort Defiance
- Fire Alarm Central Station – Sandia National Labs, Los Alamos National Labs
- Harrington – UNM Popejoy

### **EDUCATION**

**Information required should include: institution name, city, state,**

***degree and/or Achievement and date completed/received.***

- National Institute for Certification in Engineering Technologies-Alexandria VI August 2005

#### **CERTIFICATIONS**

***Information required should include: type of certification and date completed/received.***

EST 2, EST 3, EST Quickstart, EST IO Panel, EST Fireworks, NICET  
3, Pyrotronics/Siemens, Excel Panel, Firelight MS9600 panel

#### **REFERENCES**

***A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.***

- Kevin Mayer, President IntraWorks, Inc.  
505.884-1970ph 505.884.8585fax  
[kmayer@intraworksusa.com](mailto:kmayer@intraworksusa.com)
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505.884-1970ph 505.884.8585fax  
[kmayer@intraworksusa.com](mailto:kmayer@intraworksusa.com)

N/A

## Attachment I: Detailed Sales Report Template



NASPO ValuePoint  
Detailed Sales Repo

*To open the document, double click on the icon.*

*If you are unable to access the above inserted file  
once you have doubled clicked on the icon,  
please contact Nevada State Purchasing at  
[srvpurch@admin.nv.gov](mailto:srvpurch@admin.nv.gov) for an emailed copy.*

**Attachment J: Additional Participating States T & C's**

***See Below***

## **Hawaii**

### **PARTICIPATING ADDENDUM**

*(hereinafter "Addendum")*

For

**NASPO VALUEPOINT RFP 3407**

**MASTER AGREEMENT NO. rfp 3407**

*(hereinafter "Master Agreement")*

Between

IntraWorks, Inc.

*(hereinafter "Contractor")*

and

State of Hawaii

*(hereinafter "Participating State")*

#### **State of Hawaii, State Procurement Office (SPO) Price List Contact No. 3407**

This Addendum will add the State of Hawaii as a Participating State to purchase from the NASPO ValuePoint Master Agreement Number 3407 with IntraWorks.

1. **Scope:**

This addendum covers NASPO ValuePoint lead by Nevada for use by state agencies and other entities located in the Participating State authorized by the state's statutes to utilize state contracts.

2. **Participation:**

All jurisdictions located within the State of Hawaii, which have obtained prior written approval by its Chief Procurement Officer, will be allowed to purchase from the Master Agreement. Private nonprofit health or human services organizations with current purchase of service contracts governed by Hawaii Revised Statutes (HRS) chapter 103F are eligible to participate in the SPO price/vendor list contracts upon mutual agreement between the Contractor and the non-profit. (Each such participating jurisdiction and participating nonprofit is hereinafter referred to as a "Participating Entity"). Issues of interpretation and eligibility for participation are solely within the authority of the Administrator, State Procurement Office.

3. **Changes: No Change Required**

A. Usage Reports. Contractor shall submit a quarterly gross sales report (including zero dollar sales) in EXCEL to the contact person listed in the Participating Addendum, Paragraph 6 (or as amended) in accordance with the following schedule (or as requested):

Quarter Ending

March 31

June 30

September 30

December 31

Report Due

April 30

July 31

October 31

January 31

The report shall identify each transaction and include the following information:

Department/Agency Name  
Date of Purchase  
Product/Service Description  
Quantity  
Unit of Measure  
Item No. Part Number (if applicable)  
MSRP List Price  
NASPO ValuePoint Contract Price

The quarterly report shall also include any adjustment from prior periods (i.e. exchanges and/or return).

- B. The validity of this Addendum, any of its terms or provisions, as well as the right and duties of the parties in this Addendum, shall be governed by the laws of the State of Hawaii. A copy of the Attorney General's General Conditions, which is made a part of this Addendum, can be found at <http://spo.hawaii.gov/wp-content/uploads/2014/02/103D-General-Conditions.pdf>. Any action at law or in equity to enforce or interpret the provisions of this Addendum shall be brought in a court of competent jurisdiction in Honolulu, Hawaii.
- C. Inspection of Facilities. Pursuant to HRS § 103D-316, the Participating State, at reasonable times, may inspect the part of the plant or place of business of the Contractor or any subcontractor that is related to the performance of a Master Agreement and this Addendum.
- D. Campaign Contributions. The Contractor is notified of the applicability of HRS § 11-355, which prohibits campaign contributions from Contractor during the term of the Addendum if the contractor is paid with funds appropriated by the Hawaii State Legislature.
- E. Purchases by State of Hawaii government entities under this Master Agreement is not mandatory. This Addendum is secondary and non-exclusive.
- F. The State of Hawaii's purchasing card (pCard) is required to be used by the State's executive departments/agencies (excluding the Department of Education, the Hawaii Health System Corporation, the Office of Hawaiian Affairs, and the University of Hawaii) for all orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit or issue a purchase order.

Contractor(s) shall forward original invoice(s), directly to the ordering agency. General excise tax shall not be applied to the delivery charge.

Pursuant to HRS § 103-10, Participating State and any agency of the Participating State or any county, shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. Any interest for delinquent payment shall be as allowed by HRS § 103-10.

- G. Pursuant to HRS §103D-310(c), if Contractor is doing business in the Participating State, Contractor is required to comply with all laws governing entities doing business in the Participating State, including the following HRS chapters.

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Workers' Compensation;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and

A Certificate of Good Standing is required for entities doing business in the State.

The Hawaii Compliance Express (HCE) is utilized for verification of compliance. The SPO will conduct periodic checks to confirm Contractor's compliance on HCE throughout the term of the Addendum.

Alternatively, Contractors not utilizing HCE to demonstrate compliance shall provide paper certificates to the SPO as instructed below. All certificates must be valid on the date it is received by the SPO. All applications for applicable clearances are the responsibility of the Contractor.

HRS Chapter 237 tax clearance requirement. Pursuant to Section 103D-328, HRS, Contractor shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate.

The Tax Clearance Application, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements. Pursuant to Section 103D-310(c) Contractor shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the SPO.

The DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. Contractor shall be required to submit a Certificate of Good Standing (COGS) issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) – Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Offeror must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate.



For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

H. Effective Date and Contract Period. This Addendum is effective upon the date of execution by the Participating State and shall continue for the term set forth in the Master Agreement.

4. Licensing

Offerors(Bidders) and Contractors must be properly licensed and capable of performing the Work as described in the RFP(IFB), at the time of submission of the Proposal(Bid), in accordance with the Professional and Vocational licensing laws of the state. Contractors under Participating Addendums must maintain any and all required licenses through the duration of the contract and Participating Addendum.

5. Lease Agreements:

Leasing is not authorized by this Addendum

6. Primary Contact:

The primary contact individuals for this Addendum are as follows (or their named successors:

Participating State

Name:	Name of purchasing specialist
Address:	State Procurement Office 1151 Punchbowl Street, Room 416 Honolulu, HI 96813
Telephone:	phone number
Fax:	(808) 586-0570
E-Mail:	specialist e-mail address

Contractor

Name:  
Address:  
Telephone:  
Fax:  
E-Mail:

7. Subcontractors:

Subcontractors are (or are not) allowed under this Addendum.

8. Freight Charges (unless otherwise stated in the master contract):

Prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of a full order originally shipped without transportation charges (that failed to ship

with the original order, thereby becoming back-ordered) will also be shipped without transportation charges.

9. Purchase Order and Payment Instructions:

All purchase orders issued by Participating Entities under this Addendum shall include the Participating State contract number: SPO Price List Contract No. 16-07 and the NASPO ValuePoint Master Agreement Number 06913.

- Purchase Orders and Payments shall be made to IntraWorks, Inc. or authorized subcontractors, if any.

10. Participating Entity as Individual Customer:

Each Participating Entity shall be treated as an individual customer. Except to the extent modified by this Addendum, each Participating Entity will be responsible to follow the terms and conditions of the Master Agreement; and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities. Each Participating Entity will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for their purchases. The Contractor will apply the charges to each Participating Entity individually.

11. Entire Contract:

This Addendum, the Master Agreement, and the Attorney General's General Conditions, set forth the entire agreement, and all the conditions, understandings, promises, warranties and representations among the parties with respect to this Addendum and the Master Agreement, and supersedes any prior communications, representations or agreements whether, oral or written, with respect to the subject matter hereof.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum, the Master Agreement, and the Attorney General's General Conditions that are included in any purchase order or other document shall be void. The terms and conditions of this Addendum, the Master Agreement, and the Attorney General's General Conditions, shall govern in the case of any such inconsistent, contrary, or additional terms.

IN VIEW OF THE ABOVE, the parties execute this Addendum by their signatures, on the dates below.

Participating State: STATE OF HAWAII	Contractor: IntraWorks, Inc.
Signature:	Signature: <i>Kevin Mayer</i>
Name: SARAH ALLEN	Name: Kevin Mayer
Title: Administrator, SPO	Title: President
Date:	Date: 05/22/2017

**APPROVED AS TO FORM:**

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Deputy Attorney General

## Maine

### State of Maine Participating Addendum Additional Terms

i. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

ii. **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

iii. **STATE HELD HARMLESS.** The contractor shall release, protect, indemnify and hold NASPO Value Point and

the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

iv. **NON-APPROPRIATION.** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are deappropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

Contractor: IntraWorks, Inc.
Signature: <i>Kevin Mayer</i>
Name: Kevin Mayer
Title: President
Date: 05/22/2017

## Montana

### **MONTANA TERMS AND CONDITIONS**

**Access to Records.** Contractor shall provide State of Montana, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. State of Montana may terminate this PA, without incurring liability, for Contractor's refusal to allow access as required by this section. {18-1-118, MCA.) Contractor shall create and retain all records supporting the services or products delivered for a period of eight years after either the completion date of this PA or termination of the Contract.

**Assignment, Transfer, and Subcontracting.** Contractor may not assign, transfer, or subcontract any portion of this PA without State of Montana's prior written consent. (18-4-141, MCA) Contractor is responsible to State of Montana for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and State of Montana under this Contract.

**Compliance with Laws.** Contractor shall, in performance of work under this PA, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

**Governing Terms.** If a purchase order or task order has terms and conditions that conflict with the Master Agreement or Participating Addendum terms and conditions, the Master Agreement or Participating Addendum terms and conditions govern.

**Hold Harmless/Indemnification.** Contractor agrees to protect, defend, and save State of Montana, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and

against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of State of Montana, under this PA.

**Reduction of Funding.** State of Montana must by law terminate this PA if funds are not appropriated or otherwise

made available to support State's continuation of performance of this PA in a subsequent fiscal period. {18-4-313(4),

MCA) If state or federal government funds are not appropriated or otherwise made available through the State of

Montana budgeting process to support continued performance of this PA (whether at an initial contract payment

level or any contract increases to that initial level) in subsequent fiscal periods, State of Montana shall terminate this

PA as required by law. State of Montana shall provide Contractor the date State of Montana's termination shall take

effect. State of Montana shall not be liable to Contractor for any payment that would have been payable had the PA

not been terminated under this provision. As stated above, State of Montana shall be liable to Contractor only for

the payment, or prorated portion of that payment, owed to Contractor up to the date State of Montana's termination takes effect. This is Contractor's sole remedy. State of Montana shall not be liable to

Contractor for any

other payments or damages arising from termination under this section, including but not limited to general, special,

or consequential damages such as lost profits or revenues.

**Registration with the Secretary of State.** Any business intending to transact business in Montana must register with

the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in

Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-

8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine

whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of

State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain

registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

#### **REQUIRED REPORTING:**

Contractor shall submit quarterly reports to the Contracts Officer (CO) assigned by the State to

manage this contract. Contractor shall provide CO with an electronic usage report (Excel), which

must list the following information at the minimum: purchasing entity; description of items purchased; date of purchase; contract price; and the extended price for each transaction.

These

reports are due no more than 30 days after the end of the quarter

First Quarter:

Second Quarter:

Third Quarter:

Fourth Quarter:

July 1 through September 30

October 1 through December 31

January 1 through March 31

April 1 through June 30

**MONTANA ADMINISTRATIVE FEE:**

The State of Montana assesses an Administrative Fee of one and one-half percent (1.50%) for all

net sales (sales less credits and returns) made under this PA. The prices paid to Contractor must

include the 1.5% Administrative Fee. The Contractor shall remit this Administrative Fee concurrent

with the Required Usage Reporting described above. The Administrative Fee must be submitted

by ACH along with email notification to the CO.

Contractor: IntraWorks, Inc.
Signature: <i>Kevin Mayer</i>
Name: Kevin Mayer
Title: President
Date: 05/22/2017

## North Dakota

### North Dakota State Specific Terms and Conditions

1. Confidentiality: CONTRACTOR shall not use or disclose any information it receives from STATE under this contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by STATE. STATE shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C ch. 44-04. The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract.

2. Compliance with public records laws: CONTRACTOR understands that, except for disclosures prohibited in this Contract, STATE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records obtained or generated by CONTRACTOR under this Contract, except for records that are confidential under this Contract, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. CONTRACTOR agrees to contact STATE as soon as reasonably possible upon receiving a request for information under the public records law and to comply with STATE's instructions on how to respond to the request.

3. Spoliation: CONTRACTOR shall notify State of all potential claims that CONTRACTOR is aware of that arise as a result of CONTRACTOR'S performance under this contract. CONTRACTOR shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to State the opportunity to review and inspect the evidence, including the scene of an accident.

4. Cooperative Purchasing Contract: This contract is a cooperative purchasing contract established pursuant to North Dakota Century Code (N.D.C.C.) § 54-44.4-13. This contract is made available to state entities, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C ch. 39-04.2, and the International Peace Garden. Participation in this open-ended contract is not mandated; therefore, the estimated volume of this contract is not known.

5. Governing Law and Venue: This Contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Contract must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.



6. Indemnification. In addition to any indemnity obligations found within the Master Agreement, CONTRACTOR agrees that any attorney appointed to represent the STATE must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08.
7. Alternative dispute resolution – jury trial  
STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.
8. Attorney fees  
In the event a lawsuit is instituted by STATE to obtain performance due under this Contract, and STATE is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay STATE'S reasonable attorney fees and costs in connection with the lawsuit.

Contractor: IntraWorks, Inc.
Signature: <i>Kevin Mayer</i>
Name: Kevin Mayer
Title: President
Date: 05/22/2017

## Washington

Washington State Department of

### Enterprise Services

#### Washington-specific terms and conditions

##### NASPO ValuePoint Solicitation 3407 – Security and Fire Protection

The state of Washington intends to participate in the master contract resulting from NASPO ValuePoint Solicitation 3407 for Security and Fire Protection. The key terms and conditions listed below are a partial list. Washington's complete terms and conditions will be detailed in any Participating Addendum to a master contract resulting from Solicitation 3407.

NOTE: Washington will not be participating in the Fire Protection categories of this ValuePoint contract because the state has an active stand-alone contract for fire-protection services.

#### Washington-specific terms and conditions

##### Department of Revenue registration for out-of-state contractors

Out-of-state contractors must register and establish an account with the Washington State Department of Revenue. Refer to Washington Administrative Code [458-20-193](#), or call the Department of Revenue at 800-647-7706 for additional information.

##### Management fee

Contractor will pay a management fee of 1.5 percent to DES on all state contract sales. The management fee must be rolled into the contractor's current pricing, and not shown as a separate line item on an invoice.

##### Contract sales report

The management fee will be based on total contract sales, which must be reported quarterly by the contractor in the Contract Sales Reporting System. DES will provide a login password and a vendor number.

For each report, contractor must identify every purchaser who has made purchases during the reporting period. Refer sales reporting questions to the Contract Administrator.

##### Common vendor-registration and bid-notification system

Contractor must be registered in the state's common vendor registration and bid notification system, known as Washington's Electronic Business Solution ([WEBS](#)). Contractors already registered in WEBS need not re-register. It is the sole responsibility of contractor to properly register and maintain an accurate

vendor profile.

Contractor: IntraWorks, Inc.
Signature: <i>Kevin Mayer</i>
Name: Kevin Mayer
Title: President
Date: 05/22/2017

State of Nevada  
Department of Administration  
Purchasing Division  
515 E. Musser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

Jeffrey Haag  
Administrator

SUBJECT: Amendment 1 to Request for Proposal 3407  
RFP TITLE: Security & Fire Protection Services  
DATE OF AMENDMENT: April 11, 2017  
DATE OF RFP RELEASE: March 22, 2017  
OPENING DATE: May 23, 2017  
OPENING TIME: 2:00 PM  
CONTACT: Ronda Miller, Purchasing Officer II

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The following shall be a part of RFP **3407**. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

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### **Additional T&C's:**

Washington State



Washington T&Cs.pdf

### **Additional Intent to Participate States:**

Utah  
Virginia  
Washington

### **Questions and answers:**

1. All questions relate to the State of Maine:

- a. What are the buildings that are included in this?

***Refer to Section 1.6 Participating States of the RFP, this information will be provided by Maine during the Participating Addendum process.***

- b. What are the systems that are in place at these buildings?

***Refer to Section 1.6 Participating States of the RFP, this information will be provided by Maine during the Participating Addendum process.***

2. The cost sheets provided appear to account only for labor services. Where are we to include software and hardware product pricing?

***Materials mark-up.***

3. On page 16, Section 30. Defaults and Remedies. "Liquidated Damages as provided in the Master Agreement" is referenced in subsections b and c as a possible remedy. However, there is no liquidated damages provision in the terms and conditions. We should ask:

Will there be liquidated damages? If so how much?

***This will be negotiated between each Participating Entity and the awarded vendor.***

4. On page 17, Section 33. Indemnification (a). Will NASPO allow a revision to this section to add a negligence standard to "acts , errors, or omissions of the Contractor"? Please see below for the full revision.

- a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, 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 the negligent act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement."

***Refer to Section 2.14 of the RFP.***

5. Can we Bid for some of the services within a Category or must we Bid for all services with a Category?

***Vendors may not submit for less than one entire category. Refer to Attachment B ~ Scope of Work of the RFP.***

6. Regarding Monitoring. Is Category 9 (Inspections and Monitoring) intended to be for fire alarms only? Category 9 includes "alarm monitoring," but there is no specification regarding what type of alarm is to be monitored.

***Specific requirements of Inspections and Monitoring will be provided by the Purchasing Entity.***

7. Regarding Monitoring. Other than Category 9, the only category that references monitoring is Category 2 (Burglar Alarms). Are monitoring services allowed under Category 1 (Access Control Systems), Category 3 (Surveillance Services & Equipment) and Category 8 (High Security Control Systems)?

***There will be no third party monitoring services allowed.***

8. Regarding Monitoring. Is third party monitoring allowed? In other words, may a Contractor, on a pass-through basis, contract with a Purchasing Entity for monitoring services to be performed by a third party? Third party monitoring necessitates a separate contract that would specifically govern the monitoring services, and would have its own terms and conditions separate from the NASPO ValuePoint Master Agreement Terms and Conditions. Procedurally, a purchase order for services would include the separate contract for the monitoring. If allowed at all, is it allowed specifically for Categories 1, 2, 3 and 8?

***Refer to question 7 of this amendment.***

9. Regarding Hosted Services. Are hosted services allowed? Category 3 (Surveillance Services & Equipment) uses the phrase "cloud-based and video surveillance systems, services and equipment." Is this intended to reference a hosted solution? Would this specifically be for Category 3 only, or would this also be allowed under Category 1 (Access Control Systems), Category 2 (Burglar Alarm Systems) and Category 8 (High Security Control Systems)?

***No.***

10. Regarding Hosted Services. Is third party hosting allowed? In other words, may a Contractor, on a pass-through basis, contract with a Purchasing Entity for hosted services (such as access control and video monitoring) to be performed by a third party? Third party hosting necessitates a separate contract that would specifically govern the hosted services, and would have its own terms and conditions separate from the NASPO ValuePoint Master Agreement Terms and Conditions. Procedurally, a purchase order for services would include the separate contract for the hosted services. If allowed at all, is it allowed specifically for Categories 1, 2, 3 and 8?

**No.**

11. Regarding Service Response. Categories 1, 2, 3 and 8 require an on-site visit within 4 hours, including weekends and holidays. Can you explain how this will work? No business hours have been specified yet. Is this 4 hour requirement during the Contractor's business hours only? What if the Contractor does not have business hours on a holiday?

***This will be negotiated between each Participating or Purchasing Entity and the awarded vendor.***

12. Regarding Service Response. Per the language in the document, an on-site response is required in every instance. Is the intent that an on-site response is only required when a telephonic or remote response will not resolve the issue?

***An onsite response is required in every instance if a telephonic or remote response does not resolve the issue. This will be negotiated between each Purchasing Entity and the awarded vendor.***

13. Regarding Service Response. Can the 4 hour on-site visit requirement be modified? In certain Participating States, due to distance and weather, 4 hours is not always going to be possible.

***Refer to question 11 of this amendment.***

14. Regarding Bonds. When payment and performance bonds are required (either by applicable statute or at the request of the Purchasing Entity), is the Contractor allowed to charge an administrative fee so long as it is clearly set forth in the purchase order?

***No. All fees must be included in vendors submitted cost proposal.***

15. Regarding Section Reference. Section 4.4.1a contains references to Section 4.5.1 and 4.5.1b. Neither of these sections exist. Can you confirm that these references should be 4.4.1 and 4.4.1b respectively?

***Correct. Section should read 4.4.1 and 4.1.1b.***

16. Regarding Section Reference. Section 4.4.1b contains a reference to Section 4.1.5b. This section does not exist. Can you confirm that this reference should be 4.4.1b?

***Correct. Section should read 4.1.1b.***

17. Per Attachment C - Cost per category, we have the following question:

All categories call for maintenance and monitoring to be priced by a unit of monthly cost. Maintenance agreements for access control and surveillance systems are typically priced as a percentage of the project on an ongoing annual basis. Can we add a unit price as a percentage of the proposed system?

***Attachment C ~ Cost Revised. Proposing vendors must use the attached updated cost sheet.***



18. The Washington State website posted its Participating Addendum, but I still do not see it posted here or embedded within the solicitation. Will it be incorporated to the solicitation as an amendment?

***Refer to additional Intent to Participate States listed above.***

19. Can you please confirm an actual scope of work for the RFP? I find categorical descriptions but I do not find any actual desired specific scope of work. Is this just supposed to be a time and materials proposal for labor charges and material markups only?

***Attachment B of the RFP.***

20. Is there any requirement for prevailing wage payments as required on federally subsidized contracts subject to the Davis Bacon Act?

***Refer to Attachment A of the RFP.***

21. If I am only interested in doing business in the State of Oklahoma, do I still need to register to do business in Nevada through the on-line Nevada purchasing website?

***No.***

22. Solicitation Section 4.2.c requires the use of JAGGAER for posting either a hosted or punch out catalog. However section 5 Attachment C only has a single cell for "Materials percentage mark-up".

Question: Are the bidders to provide a comprehensive catalog as part of our response? A single cell for materials percentage mark-up is not adequate when an offeror is proposing multiple product lines. Please advise.

***Specifics of catalogs will be established with each awarded vendor.***

23. Would it be possible to see the Fire Alarm Systems Inspection Reports from the

current vendor providing this service in South Carolina for the last two years inspections?

***This information is not available.***

24. Attachment E states, "This document must be submitted in Tab V of vendor's technical proposal." However, Section 2.11.2 Part I A - Technical Proposal places Attachment E in Section III - State Documents. Please confirm that the correct location of Attachment E is in Section III.

***Attachment E should be submitted in Section III ~ State Documents.***

25. Attachment B, Scope of Work, Section A, the second and third bullet refers to quotes having both lease and purchase options. Is an option to lease equipment a requirement for all scope categories? If so, do lease terms and rates required to be provided as part of vendor's response to this RFP?

***This will be addressed with each Participating Entity.***

26. Attachment C, Cost, each category tab requires "Costs for Maintenance and Monitoring" per month. What is intended to be included in line item? How is a vendor to know the size of the system being monitored or maintained? What is the scope of the "monitoring" being priced for categories 1, 3, 7 and 8?

***Refer to question 17 of this amendment.***

27. Is the intent of this agreement to replace the existing security agreement expiring around        October?

***Yes.***

28. Can we bid an adjoining state if we can meet the required response time?

***Vendors must propose any and all States they intend to provide services to.***

29. Are the states listed in the RFP the only participating states at this time? For example I did not see Washington listed, however I believe they currently participate under the existing security agreement

***Yes; however, states have the option to participate any time once Master Agreements are executed. Refer to Additional Intent to Participate States listed above.***

30. Are licenses and certifications needed for all participating states in order to comply with the terms of the solicitation?



***If awarded, vendor must have all required licenses and/or certifications in place prior to providing any services.***

31. To clarify, will we be able to add subcontractors during the course of this contract or do all subcontractors need to be provided at this time? Is there any threshold where subcontractors do not need to be included or reported, i.e. less than a certain dollar amount or percentage of work?

***Yes, you will be able to add subcontractor(s) with prior approval per the requirements of the Participating State. Primary contractor is responsible for reporting all sales/services done by any subcontractor.***

32. Please clarify if only resumes of key personnel are required or are resumes of all personnel that would work on this contract required?

***Only key personnel.***

33. Will federal contracts be considered relevant past performance for the purposes of a reference?

***Yes.***

34. Will federal contracts such as the GSA schedules be considered relevant for the purposes of experience in Usage Fee and Reporting Plan?

***No.***

35. If awarded contract is it required that the company holds licenses and certifications on all services (Fire Alarm, Fire Sprinkler, Fire Extinguishers...etc.). Or can some of the services be subcontracted out?

***Refer to question 31 of this amendment.***

**ALL ELSE REMAINS THE SAME FOR RFP 3407.**

***Vendor must sign and return this amendment with proposal submitted.***

Vendor Name:	IntraWorks, Inc.		
Authorized Signature:	<i>Kevin Mayer</i>		
Title:	President	Date:	05/22/2017

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal.

SUBJECT: Amendment 2 to Request for Proposal 3407  
RFP TITLE: Security & Fire Protection Services  
DATE OF AMENDMENT: April 25, 2017  
DATE OF RFP RELEASE: March 22, 2017  
OPENING DATE: May 23, 2017  
OPENING TIME: 2:00 PM  
CONTACT: Ronda Miller, Purchasing Officer II

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The following shall be a part of RFP **3407**. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

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1. Our company (Firetrol Protection Systems) is currently on the State contract in Oklahoma for Fire alarm, sprinkler and other life safety systems. We currently pay the State of Oklahoma 0.50% on all sales that are performed using the State contract. Under the NASPO RFQ it states an administrative fee of 0.25% to be paid by the contractor on all sales done through this contract. Our question is, will we be paying both of these fees if this contract is approved for the State of Oklahoma?

***Both NASPO ValuePoint and any Participating States admin fees will need to be paid by the contractor.***

2. Are the properties located in Nevada or each prospective state?

***Per Section 1 this solicitation, this is a multiple state solicitation; therefore, properties will be located in various States.***

3. South Carolina is listed in paragraph 1.6 as a participating state, however there is no attachment for South Carolina in Attachment J: Additional Participating States T & C's. Does South Carolina have any additional T & C's?

***Yes, T's and C's will be provided in the Participating Addenda negotiated***

**with each vendor.**

4. Are taxes required to be included in the Material Percent Mark-up amount on the pricing template for vendors submitting pricing for work in South Carolina?

***Taxes should not be included in the markup amount as some States are tax exempt.***

5. If taxes are required to be included in the Material Percent Mark-up amount on the pricing template for vendors submitting for work in South Carolina, what tax rate should be used since sales tax percentages differ by county in South Carolina?

***Refer to question 4 of this amendment.***

6. What vendor staff positions are considered "Key Personnel"?

***The individual(s) who is/are the primary point of contact and is responsible for the performance of this contract.***

7. Please confirm that the Material Percent Mark-up amount on the pricing template must include all freight, profit, overhead, warranty, and potential bonding fees associated with material purchases?

***Yes.***

8. Will other non-labor costs such as travel, equipment rentals, and permits be marked up using the same percentage as the Material Percent Mark-up proposed by the vendor?

***Each Participating Entity will negotiate any travel costs. All cost associated (including material markup) to include shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees.***

9. The pricing template does not specify rates for different labor categories. Is it allowable for the vendor to propose different rates for specific labor categories (for examples: Field Technician, Physical Security Technician, Project Manager, Engineer)?

***Hourly rate for normal and after hours should be the hourly rate for a Field Technician. Other labor categories and rates should be included under other miscellaneous labor services on the cost sheet.***

10. In Amendment 1, the answer to question 7 states "There will be no third party monitoring services allowed." Please clarify whether that pertains to Category 2 (Burglar Alarms) and Category 9 (Inspections & Monitoring). It is standard

industry practice for Burglar and Fire Alarm Systems to be monitored by a third party, is the intent that all monitoring must be accomplished by a monitoring call center that is owned/operated directly by the vendor?

***No. In any category that requires services by a third party vendor, they will be considered a subcontractor; therefore, the primary contractor will be held responsible for any and all issues that may arise from the use of a third party and primary contractor will assume all responsibility/liability for the third party vendor.***

11. In the proposal is the section of application certifications/licenses, does that include technician certifications and business licenses? Does it also include any disadvantaged business enterprise certifications?

***Vendor must state that all technicians are certified and/or licensed; certifications may be required for each Participating State.***

***Disadvantaged certifications are not necessary within vendor's response.***

12. Under the service category 2 Burglar Alarm Systems, can the 24-hour (UL) station be provided by a company of which we are a Value Added Reseller? Our company often provides monitoring services through a value added reseller agreement to resell monitoring services to customers locally.

***Refer to question 10 of this amendment.***

13. Does the statement pertaining to 4.2 NASPO Statement of Compliance, 4.2a Insurance, 4.2b NASPO ValuePoint Administrative Fee and Reporting Requirements, 4.2.c NASPO ValuePoint eMarket Center all go in section 2?

***Yes.***

14. Does 4.3 Participating State Terms and Conditions go in section 3?

***Per Section 1.6 of the RFP, Other State terms and conditions are being provided as a courtesy to proposers to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate other States' terms and conditions. The Participating States shall negotiate these terms and conditions directly with the supplier.***

15. Does 4.4.1 Offeror Profile, 4.4.1a Subcontractor Information, 4.4.1b Business References, 4.4.1c Vendor Staff Resumes, 4.4.2 Customer Service, 4.4.4 Promotion, 4.4.5 Usage fee go in Section V - Section 4 - Company Background and References?

**Yes.**

16. Section 4.2.a Insurance says "describe your insurance or plans to obtain insurance satisfying the requirements in Section 21". Where is section 21? What are the insurance requirements?

**Attachment A ~ NASPO ValuePoint Master Agreement Terms and Conditions.**

17. The Business Reference Response to Reference Questionnaire has a deadline of September 8, 2014. What is the date these forms needs to be sent in by?

**Please use updated form attached.**



RFP 3407 Attachment  
G References for Ame

18. Do we have to include all of our vendor parts and the MSRP pricing in the proposal?

**No.**

19. In addition to extending our current state relationships, we are also looking to add four additional states to this contract. What is the process for adding new states to the contract?

**This is a new solicitation to replace the current contracts.**

20. There are some sections of the RFP that are vague as to what section or tab that the response should be placed in. Does Section 2.15 Certification of Non-Debarment go in 'Section VI- Other Informational Material'?

**Yes.**

21. Are resumes for key personnel or all proposed staff?

**Refer to question 6 of this amendment.**

22. The resume template asks for a minimum of 3 references – are they required?

**Yes.**

23. Is paragraph 4.4.3 'Scope of Work' to be addressed in 'Section VI – Other Informational Material' as well as 'Section IV- Section 3 – Scope of Work'?

**This information should be under Section IV ~ Scope of Work.**

24. Is all of section 4 of the RFP to be answered in Part IA - 'Section V– Section 4 – Company Background and References' of the Technical Proposal?

***Refer to questions 13 and 15 of this amendment.***

25. How do we add a monthly cost for Maintenance and monitoring without knowing the actual cost or configuration for a particular installation?

***Refer to question 17 of amendment 1 and revised cost sheet. Vendors may express cost as a percentage of the total system cost.***

26. In the cost proposal, how does the vendor proposed prices include freight, delivery and travel expense, when the scope or location of the effort is unknown?

***Refer to question 8 of this amendment.***

27. Is material percentage mark-up a requirement on the vendor cost form?

***Yes.***

28. Is it the State's intent to penalize the Vendor 25% decrease in the Vendor price for an incorrect invoice submitted in favor of the Vendor vs allowing the Vendor to correct the invoice and there is no penalty for incorrect invoice in favor of the State?

***Vendors are allowed to correct invoice without penalty.***

29. My question is in regards to Attachment A: NASPO ValuePoint Master Terms and Conditions section General Provisions 21.b.5 Network Security (Cyber) and Privacy Liability.

Could this insurance requirement be waived or made conditional based on Participating States, their insurance requirements or the work being performed? The nature of some of the proposed work does not always include programming or installing anything on an End User's Network which would make this requirement detrimental to potential respondents.

***Vendors awarded Master Agreements must have required insurance. Amounts and/or other coverage may be negotiated within each State's Participating Addendum.***

**ALL ELSE REMAINS THE SAME FOR RFP 3407.**

***Vendor must sign and return this amendment with proposal submitted.***

Vendor Name: IntraWorks, Inc.  
Authorized  
Signature: *Kevin Mayer*  
Title: President Date: 05/22/2017

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal.



## Attachment C: Cost

<b>Vendor Name: IntraWorks, Inc.</b>				
<b>Nationwide or Region or State Proposed: Region</b>				
<i>Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include <u>shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees.</u></i>				
<b><u>Category 1 - Access Control Systems</u></b>				
	<b>Per Hour</b>			
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	\$85.00			
<b>After Hours (5:01pm - 7:59am M-F)</b>	\$125.00			
<b>Weekend/Holiday Hours</b>	\$170.00			
Other miscellaneous labor service description (if applicable):				
24 Hour Monitoring	\$35.00			
Verified Guard Service Per Incident	\$75.00			
	\$0.00			
	\$0.00			
	\$0.00			
	\$0.00			
<b><u>Maintenance Work (Non-Warranty)</u></b>				
	<b>Per Hour</b>			
<b>Hourly rate for telephone consultation only</b>	\$0.00			
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	\$85.00			
<b>After Hours (5:01pm - 7:59am M-F)</b>	\$125.00			
<b>Weekend/Holiday Hours</b>	\$170.00			
	<b>Per Month</b>			
<b>Costs for Maintenance and Monitoring</b>	\$0.00			
<b>OR</b>	<b>Per Year</b>			
<b>Percentage of total system cost</b>	9.00%			
<b>Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)</b>	47.00%			

<b>Vendor Name: IntraWorks, Inc.</b>				
<b>Nationwide or Region or State Proposed: Region</b>				
<i>Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include <u>shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees.</u></i>				
<b><u>Category 2 - Burglar Alarms</u></b>				
	<b>Per Hour</b>			
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	<b>\$85.00</b>			
<b>After Hours (5:01pm - 7:59am M-F)</b>	<b>\$125.00</b>			
<b>Weekend/Holiday Hours</b>	<b>\$170.00</b>			
Other miscellaneous labor service description (if applicable):				
24 Hour Monitoring	\$35.00			
Verified Guard Service Per Incident	\$75.00			
	\$0.00			
	\$0.00			
	\$0.00			
	\$0.00			
<b><u>Maintenance Work (Non-Warranty)</u></b>				
	<b>Per Hour</b>			
<b>Hourly rate for telephone consultation only</b>	<b>\$0.00</b>			
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	<b>\$85.00</b>			
<b>After Hours (5:01pm - 7:59am M-F)</b>	<b>\$125.00</b>			
<b>Weekend/Holiday Hours</b>	<b>\$170.00</b>			
	<b>Per Month</b>			
<b>Costs for Maintenance and Monitoring</b>	<b>\$0.00</b>			
<b>OR</b>	<b>Per Year</b>			
<b>Percentage of total system cost</b>	<b>9.00%</b>			
<b>Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)</b>	<b>47.00%</b>			

<b>Vendor Name: IntraWorks, Inc.</b>				
<b>Nationwide or Region or State Proposed: Region</b>				
<i><b>Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include <u>shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees.</u></b></i>				
<b><u>Category 3 - Surveillance Services &amp; Equipment</u></b>				
	<b>Per Hour</b>			
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	<b>\$85.00</b>			
<b>After Hours (5:01pm - 7:59am M-F)</b>	<b>\$125.00</b>			
<b>Weekend/Holiday Hours</b>	<b>\$170.00</b>			
Other miscellaneous labor service description (if applicable):				
24 Hour Monitoring	\$35.00			
Verified Guard Service Per Incident	\$75.00			
	\$0.00			
	\$0.00			
	\$0.00			
	\$0.00			
<b><u>Maintenance Work (Non-Warranty)</u></b>				
	<b>Per Hour</b>			
<b>Hourly rate for telephone consultation only</b>	<b>\$0.00</b>			
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	<b>\$85.00</b>			
<b>After Hours (5:01pm - 7:59am M-F)</b>	<b>\$125.00</b>			
<b>Weekend/Holiday Hours</b>	<b>\$170.00</b>			
	<b>Per Month</b>			
<b>Costs for Maintenance and Monitoring</b>	<b>\$0.00</b>			
<b>OR</b>	<b>Per Year</b>			
<b>Percentage of total system cost</b>	<b>9.00%</b>			
<b>Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)</b>	<b>47.00%</b>			

<b>Vendor Name: IntraWorks, Inc.</b>				
<b>Nationwide or Region or State Proposed: Region</b>				
<i>Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include <u>shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees.</u></i>				
<b><u>Category 4 - Portable Fire Extinguishers</u></b>				
	<b>Per Hour</b>			
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	<b>\$85.00</b>			
<b>After Hours (5:01pm - 7:59am M-F)</b>	<b>\$125.00</b>			
<b>Weekend/Holiday Hours</b>	<b>\$170.00</b>			
Other miscellaneous labor service description (if applicable):				
24 Hour Monitoring	\$35.00			
Verified Guard Service Per Incident	\$75.00			
	\$0.00			
	\$0.00			
	\$0.00			
	\$0.00			
<b><u>Maintenance Work (Non-Warranty)</u></b>				
	<b>Per Hour</b>			
<b>Hourly rate for telephone consultation only</b>	<b>\$0.00</b>			
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	<b>\$85.00</b>			
<b>After Hours (5:01pm - 7:59am M-F)</b>	<b>\$125.00</b>			
<b>Weekend/Holiday Hours</b>	<b>\$170.00</b>			
	<b>Per Month</b>			
<b>Costs for Maintenance and Monitoring</b>	<b>\$0.00</b>			
<b>OR</b>	<b>Per Year</b>			
<b>Percentage of total system cost</b>	<b>9.00%</b>			
<b>Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)</b>	<b>47.00%</b>			

<b>Vendor Name: IntraWorks, Inc.</b>				
<b>Nationwide or Region or State Proposed: Region</b>				
<i><b>Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include <u>shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees.</u></b></i>				
<b><u>Category 5 - Fire Extinguishing Systems</u></b>				
	<b>Per Hour</b>			
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	<b>\$85.00</b>			
<b>After Hours (5:01pm - 7:59am M-F)</b>	<b>\$125.00</b>			
<b>Weekend/Holiday Hours</b>	<b>\$170.00</b>			
Other miscellaneous labor service description (if applicable):				
24 Hour Monitoring	\$35.00			
Verified Guard Service Per Incident	\$75.00			
	\$0.00			
	\$0.00			
	\$0.00			
	\$0.00			
<b><u>Maintenance Work (Non-Warranty)</u></b>				
	<b>Per Hour</b>			
<b>Hourly rate for telephone consultation only</b>	<b>\$0.00</b>			
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	<b>\$85.00</b>			
<b>After Hours (5:01pm - 7:59am M-F)</b>	<b>\$125.00</b>			
<b>Weekend/Holiday Hours</b>	<b>\$170.00</b>			
	<b>Per Month</b>			
<b>Costs for Maintenance and Monitoring</b>	<b>\$0.00</b>			
<b>OR</b>	<b>Per Year</b>			
<b>Percentage of total system cost</b>	<b>9.00%</b>			
<b>Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)</b>	<b>47.00%</b>			

<b>Vendor Name: IntraWorks, Inc.</b>				
<b>Nationwide or Region or State Proposed: Region</b>				
<i>Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include <u>shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees.</u></i>				
<b><u>Category 6 - Fire Sprinkler Systems</u></b>				
	<b>Per Hour</b>			
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	<b>\$85.00</b>			
<b>After Hours (5:01pm - 7:59am M-F)</b>	<b>\$125.00</b>			
<b>Weekend/Holiday Hours</b>	<b>\$170.00</b>			
Other miscellaneous labor service description (if applicable):				
24 Hour Monitoring	\$35.00			
Verified Guard Service Per Incident	\$75.00			
	\$0.00			
	\$0.00			
	\$0.00			
	\$0.00			
<b><u>Maintenance Work (Non-Warranty)</u></b>				
	<b>Per Hour</b>			
<b>Hourly rate for telephone consultation only</b>	<b>\$0.00</b>			
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	<b>\$85.00</b>			
<b>After Hours (5:01pm - 7:59am M-F)</b>	<b>\$125.00</b>			
<b>Weekend/Holiday Hours</b>	<b>\$170.00</b>			
	<b>Per Month</b>			
<b>Costs for Maintenance and Monitoring</b>	<b>\$0.00</b>			
<b>OR</b>	<b>Per Year</b>			
<b>Percentage of total system cost</b>	<b>9.00%</b>			
<b>Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)</b>	<b>47.00%</b>			

<b>Vendor Name: IntraWorks, Inc.</b>				
<b>Nationwide or Region or State Proposed: Region</b>				
<i><b>Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include <u>shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees.</u></b></i>				
<b><u>Category 7 - Fire Alarm/Protective Signaling Systems</u></b>				
	<b>Per Hour</b>			
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	\$85.00			
<b>After Hours (5:01pm - 7:59am M-F)</b>	\$125.00			
<b>Weekend/Holiday Hours</b>	\$170.00			
Other miscellaneous labor service description (if applicable):				
24 Hour Monitoring	\$50.00			
Verified Guard Service Per Incident	\$75.00			
	\$0.00			
	\$0.00			
	\$0.00			
	\$0.00			
<b><u>Maintenance Work (Non-Warranty)</u></b>				
	<b>Per Hour</b>			
<b>Hourly rate for telephone consultation only</b>	\$0.00			
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	\$85.00			
<b>After Hours (5:01pm - 7:59am M-F)</b>	\$125.00			
<b>Weekend/Holiday Hours</b>	\$170.00			
	<b>Per Month</b>			
<b>Costs for Maintenance and Monitoring</b>	\$0.00			
<b>OR</b>	<b>Per Year</b>			
<b>Percentage of total system cost</b>	9.00%			
<b>Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)</b>	47.00%			

<b>Vendor Name: IntraWorks, Inc.</b>				
<b>Nationwide or Region or State Proposed: Region</b>				
<i>Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include <u>shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees.</u></i>				
<b><u>Category 8 - High Security Control Systems</u></b>				
	<b>Per Hour</b>			
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	<b>\$85.00</b>			
<b>After Hours (5:01pm - 7:59am M-F)</b>	<b>\$125.00</b>			
<b>Weekend/Holiday Hours</b>	<b>\$170.00</b>			
Other miscellaneous labor service description (if applicable):				
24 Hour Monitoring	\$35.00			
Verified Guard Service Per Incident	\$75.00			
	\$0.00			
	\$0.00			
	\$0.00			
	\$0.00			
<b><u>Maintenance Work (Non-Warranty)</u></b>				
	<b>Per Hour</b>			
<b>Hourly rate for telephone consultation only</b>	<b>\$0.00</b>			
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	<b>\$85.00</b>			
<b>After Hours (5:01pm - 7:59am M-F)</b>	<b>\$125.00</b>			
<b>Weekend/Holiday Hours</b>	<b>\$170.00</b>			
	<b>Per Month</b>			
<b>Costs for Maintenance and Monitoring</b>	<b>\$0.00</b>			
<b>OR</b>	<b>Per Year</b>			
<b>Percentage of total system cost</b>	<b>9.00%</b>			
<b>Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)</b>	<b>47.00%</b>			



<b>Vendor Name: IntraWorks, Inc.</b>				
<b>Nationwide or Region or State Proposed: Region</b>				
<i>Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include <u>shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees.</u></i>				
<b>Category</b>	<b>9</b>	<b>-</b>	<b>Inspections &amp; Monitoring</b>	
• Fire Extinguishing Systems				<b>Per Hour</b>
• Fire Sprinkler Systems				
• Alarm Monitoring				
• Fire Alarm/Protective Signaling Systems				
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>				<b>\$85.00</b>
<b>After Hours (5:01pm - 7:59am M-F)</b>				<b>\$125.00</b>
<b>Weekend/Holiday Hours</b>				<b>\$170.00</b>
Other miscellaneous labor service description (if applicable):				
24 Hour Monitoring				\$35.00
Verified Guard Service Per Incident				\$75.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b><u>Maintenance Work (Non-Warranty)</u></b>				
				<b>Per Hour</b>
<b>Hourly rate for telephone consultation only</b>				<b>\$0.00</b>
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>				<b>\$85.00</b>
<b>After Hours (5:01pm - 7:59am M-F)</b>				<b>\$125.00</b>
<b>Weekend/Holiday Hours</b>				<b>\$170.00</b>
				<b>Per Month</b>
<b>Costs for Maintenance and Monitoring</b>				<b>\$0.00</b>
<b>OR</b>				<b>Per Year</b>
<b>Percentage of total system cost</b>				<b>9.00%</b>
<b>Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)</b>				<b>47.00%</b>

<b><u>PENALTY FOR IMPROPERTY PRICING:</u></b>				
· It is the vendor's responsibility to ensure that all prices proposed for all projects are accurate and consistent with the terms of the contract.				
· For all projects completed under this contract: if a vendor submits an invoice containing incorrect pricing in favor of the vendor, that vendor shall submit a new, corrected invoice with a 25% reduction in cost for each incorrectly priced item.				
· If vendor continues to provide incorrect invoicing each Purchasing Entity has the option to cancel their contract in its entirety without penalty.				
· Vendors are not allowed to aggregate fees into contract after award has been made. Failure to comply may be grounds for cancellation.				