

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



MASTER AGREEMENT #: 3407

Contractor: **JOHNSON CONTROLS FIRE PROTECTION LP.**

Participating Entity: **STATE OF RHODE ISLAND**

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

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website. Categories 1 through 9.*

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.

Removable Instruction: Participating States should ensure that paragraph 2 properly defines the scope of participation. The model language in paragraph enables participation by all political subdivisions, institutions of higher education, and other entities included in the state's statewide contract program.

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

Contractor

Name:	Tom Staves
Telephone:	443-676-8813
Email:	tstaves@simplexgrinnell.com

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Participating Entity

Name:	State of Rhode Island, Gary P. Mosca
Address:	One Capitol Hill, Providence, RI 02908
Telephone:	401-574-8119
Fax:	
Email:	Gary.mosca@purchasing.ri.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.

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

This Master Agreement shall be subject to the Rhode Island "State Purchases Act", R. I. Gen. Laws § 37-2-1, et seq., the Rhode Island Procurement Regulations and the Rhode Island General Conditions of Purchase (copy attached).

Jurisdiction and venue for any lawsuits arising here from shall be in the Providence Superior Court and shall be governed by the laws of the State of Rhode Island without reference to its principles of conflicts of laws.

MASTER PRICE AGREEMENT CONTRACT ADMINISTRATIVE FEE

In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system.

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The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.

GC Addendum (attached)

5. Subcontractors: All contactors, dealers, and resellers authorized in the State of *Rhode Island*, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

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

Participating Entity: State of Rhode Island	Contractor: Johnson Controls Fire Protection LP
Signature: <i>Amanda Rivers</i>	Signature: DocuSigned by: <i>Bruce Leeds</i> 4929897561A946C...
Name: <i>AMANDA RIVERS for</i> Nancy R. McIntyre	Name: Bruce Leeds
Title: Purchasing Agent (<i>ACTING/DEPUTY</i>)	Title: Ops Mgr
Date: <i>7/7/2021</i>	Date: 7/6/2021

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

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**SECURITY & FIRE PROTECTION
SERVICES**

Lead by the State of Nevada

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	907-723-3360
Email:	tfosket@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

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

GC Addendum – NASPO Participation

General Provisions

This General Condition (“GC”) Addendum B (“Addendum”) to the General Conditions of Purchase, available at <https://rules.sos.ri.gov/regulations/part/220-30-00-13>, is effective upon issuance of the purchase order/agreement by the Division of Purchasing and is entered into between Johnson Controls Fire Protection LP and the State of Rhode Island Department of Administration, Division of Purchasing, on behalf of the State of Rhode Island (“State”)(collectively “Parties”) for a hosted solution, under which the following terms and conditions shall apply:

1. Entire Agreement

This Addendum, along with the State’s General Conditions of Purchase (220-RICR-30-00-13) and any other applicable GC Addenda, including, but not limited to GC Addendum A – Insurance Requirements and GC Addendum F – Special Conditions/Scope of Work shall represent the entire understanding and agreement of the Parties, including both the implementation and hosting of the Solution. The terms stated herein are intended to be in addition to the terms stated in the State’s General Conditions of Purchase. However, in the event that any of the specific terms stated herein directly conflict with any general terms in the State’s General Conditions of Purchase, the Parties agree that the terms stated herein shall supersede.

2. Term

Date of fully executed until 07/31/2022

3. Intellectual Property

Preexisting software and any upgrades and/or updates directly to the existing software are the intellectual property of the Vendor. The Vendor retains ownership, title, copyright, and all other intellectual property rights of the preexisting software and any upgrades and/or updates. The State shall not have the right to claim any ownership, copyright, or financial compensation with respect to the pre-existing software.

Moreover, the State agrees it will not decompile, reverse engineer, disassemble, or otherwise interfere with the Solution or part thereof for profit or without profit, without written permission from the Vendor. State agrees it may not modify, adapt, translate, or create derivative works directly using the Solution’s proprietary software or any part thereof for any reason whatsoever whether for profit or without profit, without written permission from the Vendor.

If applicable, any customized software specifically created for the State as a result of this engagement, (i.e. interfaces) and not otherwise related to Vendor’s business or other Customer’s

shall be the property of and owned by the State.

4. Grant of License to Access and Use Service.

Vendor hereby grants to the State, including to all the State's Authorized Users, a non-exclusive, non-sublicensable, non-assignable, royalty-free, and worldwide license to access and use the Solution solely for State's internal business operations, according to the terms and policies of the Agreement.

5. Service

Vendor shall use commercially reasonable efforts to maintain the availability of the Solution and secure the Solution. Availability of software shall subject to any applicable Service Level Agreements (SLAs) and subject to liquidated damages contained therein. Vendor shall provide reasonable advance notice of any software maintenance downtime, which should be kept to a minimum.

6. Warranties

Add the following additional language to 13.12 - EXCEPT AS EXPRESSLY SET FORTH HEREIN, THIS WARRANTY DOES NOT APPLY TO ANY PRODUCT OR SOFTWARE WHICH HAS BEEN SUBJECTED TO ABUSE, MISHANDLING, OR IMPROPER USE AS DETERMINED BY VENDOR AND VENDOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

7. Indemnity.

Modify as follows:

A. General

Vendor shall defend, indemnify, release and hold harmless the State and its agencies, together with their respective officers, agents and employees, from and against any and all third-party claims, demands, liabilities, causes of action, losses, damages, judgments and other costs and expenses (including attorneys' fees) to the extent arising out of, or related to, directly or indirectly, Vendor's breach of the Contract or the act(s), error(s) or omission(s) of the Vendor or its employees, agents, subcontractors or volunteers at any tier.

B. Intellectual Property

Vendor shall defend, indemnify, release and hold harmless the State and its agencies, together with their respective officers, agents and employees, from and against all claims, demands, damages, liabilities, death, injury, judgments and other costs and expenses (including attorneys' fees), arising out of or related to, directly or indirectly, in whole or in part, a claim that a product or service or its

use infringes the intellectual property rights of another person or entity. The foregoing defense and indemnification by Vendor shall not apply where: (1) infringement is based on the combination of Products or Services provided by Vendor hereunder in combination with any other products or services or (2) infringement is based on a use of the Products or Services provided hereunder that is contrary to the ordinary use that is intended by Vendor.

8. Limitation of Liability

Liability shall be limited to the total amount of contract fees to be paid hereunder or one million dollars, whichever is greater.

Waiver of Consequential Damages. In no event, whether in contract, tort or otherwise (including breach of warranty, negligence, product liability and strict liability IN TORT), will Johnson Controls and its affiliates and their respective personnel, suppliers and vendors be liable to Customer (DIRECTLY OR INDIRECTLY) under any cause of action or theory of liability arising from, relating to, or in connection with this Agreement, even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyberattacks or failures or interruptions to network systems.

9. Insurance Requirements

Vendor shall maintain required insurance through the life of the Agreement and provide evidence thereof. Required insurance shall be in accordance with the requirements and terms of GC Addendum A – Insurance Requirements.

All reference to coverages being “minimums” shall be deleted

Delete all requirements to provide copies of policies

Delete all reference to Contractor providing all available policy limits.

Delete all requirements to provide deductible/SIR amounts.

Delete requirement to provide Environmental/Pollution Liability Insurance and Information Technology/Cyber Privacy

10. Notices

All notices should be sent as follows:

VENDOR: Johnson Controls Fire Protection LP, C/O Thomas Staves, 705 Digital Drive Suites K-R Linthicum, MD 21090 and

STATE: Department of Administration, Division of Purchasing, C/O Gary Mosca, One Capitol Hill, 2nd Floor, Providence, RI 02908-5855

11. Severability

In case any provision in this Addendum shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12. Counterparts

This Addendum may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS THEREOF, the parties agree and intend to be legally bound to this ADDENDUM as written above.

Johnson Controls Fire Protection LP

DocuSigned by:
By: Bruce Leeds
4928897561A946C...
Name: Bruce Leeds
Title: Ops Mgr
DATE: 7/7/2021

For the STATE of RHODE ISLAND:

By: Amanda Rivers
Name: AMANDA RIVERS
Title: DEPUTY PURCHASING AGENT
DATE: 7/7/2021