AMENDMENT TO STATE OF NEVADA STATEWIDE CONTRACT

Nevada Contract No.	**99SWC-NV23-16267**
Cooperative Contract No.	**99SWC-NV23-16267**
Solicitation No. and Agency	**99SWC-S1820 (NASPO ValuePoint, Nevada)**
Title	**Security and Fire Protection**
Amendment No.	**1 – Assignment of Contract**

Government Entity	**Nevada State Purchasing of the Department of Administration (State Purchasing)**		
Address	**515 E Musser St, Ste 300**		
City, State, Zip Code	**Carson City, NV 89701**		
Contact	**Nancy Feser, Purchasing Officer II**		
Phone	**775-531-3319**	Email	**nfeser@admin.nv.gov**

Contractor Name (Assignor):	**Justice Systems Corporation**		
Address	**3902 West Valley Hwy. N., Suite 306**		
City, State, Zip Code	**Auburn, WA 98001**		
Contact	**Paul Allyn**		
Phone	**425-890-1300**	Email	**pallyn@justicesys.com**

Contractor Name (Assignee):	**LONG Building Technologies dba Justice Systems**
Address:	**5001 South Zuni Street**
City, State, Zip Code:	**Littleton, CO 80120**
Contact:	**Craig Engelbrecht**
Phone:	**206-328-1730**
Email:	**cengelbrecht@long.com**

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract listed above remain in full force and effect with the exception of the following.

   A. **REASON.** This purpose of this amendment is to Assignment. Assignor assigns and delegates all rights, title and interest in the original contract to Assignee. The assignee hereby accepts the foregoing transfer, assignment and delegation of the original contract and of all right, title and interest accrued, or to accrue, in, to and under the original contract, and hereby covenants to perform all of the terms, conditions and agreements therein contained on its part to be performed. Assignee, in consideration of the assignment and the foregoing consent to it, unconditionally and irrevocably assumes the obligations of the original contract and its specifications, as well as any and all obligations and liabilities of Assignor, presently accrued or that may accrue, under and in connection with the original contract, or the performance or failure of performance of, equally and effectually, in all respects, as if Assignee had been originally, and at all later times hereafter, the second party to the original contract, in the place and stead of Assignor, and as if any and all acts, omissions or defaults of Assignor to date had been the acts, omissions or defaults of Assignee.

   B. State Assent. The State hereby ratifies and asserts the Assignors' transfer and assignment of all rights and delegation of the performance of all obligations under the original contract to the Assignee. All terms, conditions and agreements of the original contract shall be binding upon Assignee as successor in interest to Assignor.

   C. Notice. All communications, including notices, required or permitted to be given under the original contract shall be in writing and shall be directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next-day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

D. Insurance. Assignee, as an independent contractor and not an employee of the State, must provide policies of insurance in amounts set forth in the original contract and pay all taxes and fees incident hereunto. The State shall have no liability except as specifically provided in the original contract. The State shall be named as an additional insured or a loss payee as appropriate on any and all insurance policies taken by Assignee. Assignee shall not commence work before:

1) Assignee has provided the required evidence of insurance to the Contracting Agency of the State, and

2) The State has approved the insurance policies provided by the Assignee.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during performance shall constitute an ongoing condition subsequent to this Contract. The assignee shall provide policies of insurance in amounts set forth in the original contract.

2. **AUTHORITY.** Each person signing represents and warrants that he/she is duly authorized and has the legal capacity to execute and deliver and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery and the performance of each party's obligations hereunder have been duly authorized, and this is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

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

Government Entity: **State of Nevada**	Assignor Contractor: Justice Systems Corporation
Signature:	Signature: Paul Allyn Digitally signed by Paul Allyn DN: C=US, E=pallyn@justicesys.com, O=Justice Systems, CN=Paul Allyn Date: 2024.11.15 13:50:44-08'00'
Name: **Gideon K. Davis**	Name: Paul Allyn
Title: **Administrator**	Title: President, Owner
Date: 11/18/2024	Date: 11/15/2024

Assignee Contractor: LONG Building Technologies, Inc.
Signature: Craig Engelbrecht Digitally signed by Craig Engelbrecht Date: 2024.11.15 08:58:20 -08'00'
Name: Craig Engelbrecht
Title: Vice President
Date: 11/15/2024

STATE OF NEVADA COOPERATIVE CONTRACT

Nevada Contract Number:	99SWC-NV23-16267
Master Agreement Number:	99SWC-NV23-16267
Solicitation Number:	99SWC-S1820 (NASPO ValuePoint, Nevada)
Title:	Security and Fire Protection Services (NASPO ValuePoint, Nevada)

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

Contractor:	Justice Systems Corporation		
Address:	3902 West Valley Hwy N, Suite 306		
City, State, Zip Code:	Auburn, WA 98001		
Contact:	Paul Allyn		
Phone:	425-890-1300	Email:	pallyn@justicesys.com

1. **SCOPE.** This purpose of this contract is to provide Security and Fire Protection Services as needed, in accordance with each participating addendum executed under this master agreement.

2. **TERM.** Effective Date: Upon execution, Termination Date: 07/31/2028 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): two (2) option periods of (2) years each.

3. **ATTACHMENTS**

3.1. The following documents are incorporated in descending order of constructive precedence.

A. NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS
B. VENDOR COST PROPOSAL 99SWC-VQ13557
C. INSURANCE SCHEDULE
D. SOLICITATION 99SWC-S1820
E. VENDOR PROPOSAL 99SWC-VQ13557

3.2. The following documents are incorporated by reference but not attached.

A. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

4. **AUTHORITY.** Each person signing represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery and the performance of each party's obligations hereunder have been duly authorized, and this is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

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

Government Entity: State of Nevada	Contractor: Justice Systems Corporation
Signature:	Signature:
Name: Gideon K. Davis	Name: Paul Allyn
Title: Administrator	Title: President
Date: 5/5/23	Date: 4/29/23

ATTACHMENT A
NASPO VALUEPOINT MASTER AGREEMENT
TERMS AND CONDIDITIONS



ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.

1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

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

1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

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

1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement

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

1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.12 **Product** or **Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

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

II. Term of Master Agreement

2.1 **Initial Term.** The initial term of this Master Agreement is for five (5) years. The term of this Master Agreement may be amended beyond the initial term for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.

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

2.3 **Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

3.1 Order. Any Order placed under this Master Agreement will consist of the following documents:

3.1.1 A Participating Entity's Participating Addendum ("PA");

3.1.2 NASPO ValuePoint Master Agreement, including all attachments thereto;

3.1.3 A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;

3.1.4 The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;

3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

3.2 Conflict. These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3.3 Participating Addenda. Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

4.1 Requirement for a Participating Addendum. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

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

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

4.3 Authorized Use. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

4.4 Obligated Entities. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.5 Notice of Participating Addendum. Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.6 Eligibility for a Participating Addendum. Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

4.7 Prohibition on Resale. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

4.8 Individual Customers. Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but

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

4.9 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 No Representations. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

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

5.2 Administrative Fees

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

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

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. Pricing, Payment & Leasing

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

6.1.1 All prices and rates must be guaranteed for the initial term of the Master Agreement.

6.1.2 Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least (Enter the Number of Days) days prior to the effective date.

6.1.3 Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

6.1.4 No retroactive adjustments to prices or rates will be allowed.

6.2 **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

6.3 **Leasing or Alternative Financing Methods**. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

7.1 **Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

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

7.3 **Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

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

7.5 **Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

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

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 **Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:

7.6.1 The services or supplies being delivered;

7.6.2 A shipping address and other delivery requirements, if any;

7.6.3 A billing address;

7.6.4 Purchasing Entity contact information;

7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

7.6.6 A not-to-exceed total for the products or services being ordered; and

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

7.7 Communication. All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.8 Contract Provisions for Orders Utilizing Federal Funds. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

8.1 Shipping Terms. All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

8.2 Minimum Shipping. The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

8.3 Inside Deliveries. To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming

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

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

IX. Inspection and Acceptance

9.1 Laws and Regulations. Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

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

9.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

9.4 Failure to Conform. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.5 Acceptance Testing. Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets

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

9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 Warranty. At minimum, the Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. This warranty shall be in addition to any warranty provided for or required elsewhere in this Master Agreement.

10.3 Breach of Warranty. Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be

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

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

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

XI. Product Title

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

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

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

XII. Indemnification

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

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

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

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

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

12.2.1.2 specified by the Contractor to work with the Product;

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

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

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

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

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

XIII. Insurance

13.1 Term. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

13.2 Class. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

13.3 Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence and $2 million general aggregate;

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

13.4 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.5 Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

13.6 Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.7 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal

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

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

XIV. General Provisions

14.1 Records Administration and Audit

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

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

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

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

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

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

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

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

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

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

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

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

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

14.2.5 **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to

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

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

14.3 Assignment/Subcontracts

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

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

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

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

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

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

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

14.8 Defaults and Remedies

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

14.8.1.1 Nonperformance of contractual requirements;

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

14.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

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

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

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

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

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

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

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

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

14.11 No Waiver of Sovereign Immunity

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

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a

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

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

14.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

ATTACHMENT B

VENDOR COST PROPOSAL

Proposal to

The State of Nevada Department of Administration, Purchasing Division

In conjunction with NASPO ValuePoint

Part 3

Section 10.4, Cost Proposal

JUSTICE SYSTEMS CORP

SECURITY DESIGN-BUILD • SERVICE

NASPO ValuePoint Master Agreement

for Security & Fire Protection Services

Justice Systems Corporation

February 23, 2023

NASPO ValuePoint

THE GREAT SEAL OF THE STATE OF NEVADA

Part III
Section 10.4

10.4A - Title Page with Cover Letter

10.4B Cost Schedule

VENDOR NAME:	**Justice Systems Corporation**
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	**Nationwide**

12.	ACCESS CONTROL SYSTEMS (CATEGORY 12)		
12.1.	**ACCESS CONTROL SYSTEMS**	**Unit**	**Rate**
12.1.1.	Maximum Labor Rate (for any title)	**Per Hour**	**$200.00**
12.1.2.	Install Standard Labor Rate (8a 5p, M F)	**Per Hour**	**$125.00**
12.1.3.	Install After Hours Labor Rate (5p 8a, M F)	**Per Hour**	**$175.00**
12.1.4.	Install Weekend/Holiday Labor Rate	**Per Hour**	**$200.00**
12.1.5.	Repair Telephone Support	**Per Hour**	**$115.00**
12.1.6.	Repair Maximum Labor Rate (for any title)	**Per Hour**	**$200.00**
12.1.7.	Repair Standard Labor Rate (8a 5p, M F)	**Per Hour**	**$130.00**
12.1.8.	Repair After Hours Labor Rate (5p 8a, M F)	**Per Hour**	**$175.00**
12.1.9.	Repair Weekend/Holiday Labor Rate	**Per Hour**	**$200.00**
12.1.10.	Monitoring/Maintenance Option A	**Per Device/Per Month**	**Varies**
12.1.11.	Monitoring/Maintenance Option B	**% of system cost**	**Varies**
12.1.12.	Materials Mark up	**% of contractor cost**	**25.00%**
12.1.13.	Subcontractor Mark up	**% of contractor cost**	**25.00%**
12.2.	**Other Labor Categories (cannot exceed max rate above):**	**Unit**	**Rate**
12.2.1.	Consulting	**Per Hour**	**$200.00**
12.2.2.	Project Manager / Project Engineer	**Per Hour**	**$180.00**
12.2.3.	Systems Engineer / Programmer	**Per Hour**	**$160.00**
12.2.4.	Project Account / Assistant	**Per Hour**	**$100.00**
12.2.5.	CAD / BIM / Designer	**Per Hour**	**$98.00**
12.2.6.	Bonds & Permits	**At Cost**	**$ -**
12.2.7.	Travel & Expenses	**Cost plus 5%**	**$ -**
12.2.8.	Rentals	**Cost plus 5%**	**$ -**
12.2.9.	Per Diem (Beyond 50 Miles)	**$75 Per Day**	**$ -**
			$ -

13.	BURGLAR ALARM SYSTEMS (CATEGORY 13)		
13.1.	**BURGLAR ALARM SYSTEMS**	**Unit**	**Rate**
13.1.1.	Maximum Labor Rate (for any title)	**Per Hour**	**$200.00**
13.1.2.	Install Standard Labor Rate (8a 5p, M F)	**Per Hour**	**$125.00**
13.1.3.	Install After Hours Labor Rate (5p 8a, M F)	**Per Hour**	**$175.00**
13.1.4.	Install Weekend/Holiday Labor Rate	**Per Hour**	**$200.00**
13.1.5.	Repair Telephone Support	**Per Hour**	**$115.00**
13.1.6.	Repair Maximum Labor Rate (for any title)	**Per Hour**	**$200.00**
13.1.7.	Repair Standard Labor Rate (8a 5p, M F)	**Per Hour**	**$130.00**
13.1.8.	Repair After Hours Labor Rate (5p 8a, M F)	**Per Hour**	**$175.00**
13.1.9.	Repair Weekend/Holiday Labor Rate	**Per Hour**	**$200.00**
13.1.10.	Monitoring/Maintenance Option A	**Per Device/Per Month**	**Varies**
13.1.11.	Monitoring/Maintenance Option B	**% of system cost**	**Varies**
13.1.12.	Materials Mark up	**% of contractor cost**	**25.00%**
13.1.13.	Subcontractor Mark up	**% of subcontractor cost**	**25.00%**
13.2.	**Other Labor Categories (cannot exceed max rate above):**	**Unit**	**Rate**
13.2.1.	Consulting	**Per Hour**	**$200.00**
13.2.2.	Project Manager / Project Engineer	**Per Hour**	**$180.00**
13.2.3.	Systems Engineer / Programmer	**Per Hour**	**$160.00**
13.2.4.	Project Account / Assistant	**Per Hour**	**$100.00**
13.2.5.	CAD / BIM / Designer	**Per Hour**	**$98.00**
13.2.6.	Bonds & Permits	**At Cost**	**$ -**
13.2.7.	Travel & Expenses	**Cost plus 5%**	**$ -**
13.2.8.	Rentals	**Cost plus 5%**	**$ -**
13.2.9.	Per Diem (Beyond 50 Miles)	**$75 Per Day**	**$ -**
			$ -

14.	SURVEILLANCE SERVICES AND EQUIPMENT (CATEGORY 14)		
14.1.	**SURVEILLANCE SERVICES AND EQUIPMENT**	**Unit**	**Rate**
14.1.1.	Maximum Labor Rate (for any title)	**Per Hour**	**$200.00**
14.1.2.	Install Standard Labor Rate (8a 5p, M F)	**Per Hour**	**$125.00**
14.1.3.	Install After Hours Labor Rate (5p 8a, M F)	**Per Hour**	**$175.00**
14.1.4.	Install Weekend/Holiday Labor Rate	**Per Hour**	**$200.00**
14.1.5.	Repair Telephone Support	**Per Hour**	**$115.00**
14.1.6.	Repair Maximum Labor Rate (for any title)	**Per Hour**	**$200.00**
14.1.7.	Repair Standard Labor Rate (8a 5p, M F)	**Per Hour**	**$130.00**
14.1.8.	Repair After Hours Labor Rate (5p 8a, M F)	**Per Hour**	**$175.00**
14.1.9.	Repair Weekend/Holiday Labor Rate	**Per Hour**	**$200.00**
14.1.10.	Monitoring/Maintenance Option A	**Per Device/Per Month**	**Varies**
14.1.11.	Monitoring/Maintenance Option B	**% of system cost**	**Varies**
14.1.12.	Materials Mark up	**% of contractor cost**	**25.00%**
14.1.13.	Subcontractor Mark up	**% of subcontractor cost**	**25.00%**
14.2.	**Other Labor Categories (cannot exceed max rate above):**	**Unit**	**Rate**
14.2.1.	Consulting	**Per Hour**	**$200.00**
14.2.2.	Project Manager / Project Engineer	**Per Hour**	**$180.00**
14.2.3.	Systems Engineer / Programmer	**Per Hour**	**$160.00**
14.2.4.	Project Account / Assistant	**Per Hour**	**$100.00**
14.2.5.	CAD / BIM / Designer	**Per Hour**	**$98.00**
14.2.6.	Bonds & Permits	**At Cost**	**$ -**
14.2.7.	Travel & Expenses	**Cost plus 5%**	**$ -**
14.2.8.	Rentals	**Cost plus 5%**	**$ -**
14.2.9.	Per Diem (Beyond 50 Miles)	**$75 Per Day**	**$ -**
			$ -

15.	HIGH SECURITY CONTROL SYSTEMS (CATEGORY 15)		
15.1.	**HIGH SECURITY CONTROL SYSTEMS**	**Unit**	**Rate**
15.1.1.	Maximum Labor Rate (for any title)	**Per Hour**	**$200.00**
15.1.2.	Install Standard Labor Rate (8a 5p, M F)	**Per Hour**	**$125.00**
15.1.3.	Install After Hours Labor Rate (5p 8a, M F)	**Per Hour**	**$175.00**
15.1.4.	Install Weekend/Holiday Labor Rate	**Per Hour**	**$200.00**
15.1.5.	Repair Telephone Support	**Per Hour**	**$115.00**
15.1.6.	Repair Maximum Labor Rate (for any title)	**Per Hour**	**$200.00**
15.1.7.	Repair Standard Labor Rate (8a 5p, M F)	**Per Hour**	**$130.00**
15.1.8.	Repair After Hours Labor Rate (5p 8a, M F)	**Per Hour**	**$175.00**
15.1.9.	Repair Weekend/Holiday Labor Rate	**Per Hour**	**$200.00**
15.1.10.	Monitoring/Maintenance Option A	**Per Device/Per Month**	**Varies**
15.1.11.	Monitoring/Maintenance Option B	**% of system cost**	**Varies**
15.1.12.	Materials Mark up	**% of contractor cost**	**25.00%**
15.1.13.	Subcontractor Mark up	**% of subcontractor cost**	**25.00%**
15.2.	**Other Labor Categories (cannot exceed max rate above):**	**Unit**	**Rate**
15.2.1.	Consulting	**Per Hour**	**$200.00**
15.2.2.	Project Manager / Project Engineer	**Per Hour**	**$180.00**
15.2.3.	Systems Engineer / Programmer	**Per Hour**	**$160.00**
15.2.4.	Project Account / Assistant	**Per Hour**	**$100.00**
15.2.5.	CAD / BIM / Designer	**Per Hour**	**$98.00**
15.2.6.	Bonds & Permits	**At Cost**	**$ -**
15.2.7.	Travel & Expenses	**Cost plus 5%**	**$ -**
15.2.8.	Rentals	**Cost plus 5%**	**$ -**
15.2.9.	Per Diem (Beyond 50 Miles)	**$75 Per Day**	**$ -**
			$ -

ATTACHMENT C – RFP 99SWC-S1820
INSURANCE SCHEDULE

INSURANCE SCHEDULE

1. **MINIMUM SCOPE AND LIMITS OF INSURANCE.** Consultant shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1.1. COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM

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

A. General Aggregate $2,000,000
B. Products – Completed Operations Aggregate $1,000,000
C. Personal and Advertising Injury $1,000,000
D. Each Occurrence $1,000,000

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

1.2. AUTOMOTIVE LIABILITY

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

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

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

1.3. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

1.3.1. Workers' Compensation ..... Statutory
1.3.2. Employers' Liability

A. Each Accident $100,000
B. Disease – Each Employee $100,000
C. Disease – Policy Limit $500,000

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

1.4. PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS LIABILITY)

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

A. Each Claim $1,000,000
B. Annual Aggregate $2,000,000

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

1.5. NETWORK SECURITY (CYBER) AND PRIVACY LIABILITY

A. Per Occurrence $1,000,000
B. Annual Aggregate $2,000,000

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

INSURANCE SCHEDULE

2. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

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

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

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

ATTACHMENT D

SOLICITATION 99SWC-S1820

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

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

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

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

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

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1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT

1.1. All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: www.leg.state.nv.us/law1.cfm.

1.2. Prospective vendors are advised to review Nevada ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

2. PROJECT OVERVIEW

2.1. PURPOSE

2.1.1. The State of Nevada, Purchasing Division (Lead State) is requesting proposals for Security & Fire Protection Services in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish Master Agreements with qualified vendors to provide Security & Fire Protection Services and related equipment for all Participating Entities. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the master agreement shall be five (5) years, with two (2) option periods of two (2) years each, following renewal provisions as outlined in *Section II of NASPO ValuePoint Master Agreement Terms and Conditions*.

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

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

2.1.4. While the intent is to provide contracts that are available nationwide, the Lead State will consider proposals on a regional or individual state basis. Small businesses, women owned businesses, minority owned businesses, and veteran owned businesses are encouraged to propose.

2.1.5. Multistate use of an award is subject to the approval of the NASPO ValuePoint Executive Council. Awards not approved by NASPO ValuePoint may, at the option of the Lead State, result in a contract for use by the Lead State only. Awards and Master Agreements may be approved in whole or in part. Offeror agrees to hold the Lead State and NASPO harmless and release the Lead State and NASPO from any liability for damages arising from non-award or non-execution of a contract.

2.2. LEAD STATE, SOLICITATION NUMBER, AND LEAD STATE CONTRACT ADMINISTRATOR

2.2.1. The State of Nevada Purchasing Division is the Lead State and issuing office for this document and all subsequent addenda relating to it.

2.2.2. The reference number for the Solicitation is **99SWC-S1820**. This number must be referenced on all proposals, correspondence, and documentation relating to the RFP.

2.2.3. The Lead State Contract Administrator identified on page 1 is the single point of contact during this procurement process. Vendors and interested persons shall direct to the Lead State Contract Administrator all questions concerning procurement process, technical requirements, contractual requirements, requests for brand approval, changes, clarifications, protests, award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement(s).

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

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

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

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

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

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

2.4. BACKGROUND. NASPO ValuePoint is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation dedicated to strengthening the procurement community through education, research, and communication. NASPO is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia, and the territories of the United States. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information please see: www.naspovaluepoint.org and www.naspo.org.

2.5. PARTICIPATING STATES. In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: Hawaii, Illinois, Maine, Missouri, Montana, New Mexico, South Dakota, Utah Other entities may become Participating Entities after award of the Master Agreement. Some States may have included special or unique terms and conditions for their state, which are being provided as a courtesy to offerors to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate other states' terms and conditions. Participating States shall negotiate these terms and conditions directly with a contractor following award of a Master Agreement. State-specific terms and conditions are included as attachments.

2.6. ANTICIPATED USAGE

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

A. Fire Services = $242,402.99
B. Security Services = $41,484,096.88

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

3. SCOPE OF WORK

3.1. Offerors shall demonstrate in their Proposal how they meet or exceed the requirements of each section of the *Scope of Work* attachment. Offerors shall show each requirement and its response in their Proposal.

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

4. COST PROPOSAL

4.1. The primary objective of this RFP is to provide national coverage of security and fire protection services. The costs proposed by each Offeror providing national coverage and offering service to all states ("nationwide Offeror") shall represent the maximum, not-to-exceed costs, subject to Subsection 4.5.2, that may be charged to any state or Participating Entity in the country and will be evaluated against the costs proposed by other nationwide Offerors. Nationwide Offerors awarded a Master Agreement may execute Participating Addenda with Participating Entities in any state or U.S. territory.

4.2. An Offeror providing less than national coverage (a "state-by-state Offeror") may still be considered for award of a Master Agreement on a state-by-state basis. State-by-state Offerors must provide service to, and costs for, a minimum of one state and must service the entire state for each state proposed. The costs proposed by each state-by-state Offeror for each state will be evaluated against both nationwide Offerors and all other state-by-state Offerors providing coverage in that state. State-by-state Offerors awarded a Master Agreement may execute Participating Addenda only with Participating Entities in the state(s) the state-by-state Offeror is awarded.

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

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

Schedule Attachment.

4.5. INSTRUCTIONS

4.5.1. Offeror must submit cost, prices and rates as required in *Cost Schedule*. No other cost format will be accepted. Offeror's proposed costs must be inclusive of all fees and charges, including but not limited to fees or charges for shipping, delivery, credit card payments, and personnel. All costs proposed by Offeror must also be inclusive of the NASPO ValuePoint administrative fee. Proposed costs incorporated into a Master Agreement resulting from this RFP represent not-to-exceed pricing and minimum discounts, where applicable. Except as permitted in Subsection 4.5.2, pricing offered to Participating Entities and Purchasing Entities must be no higher than pricing set forth in the Master Agreement.

4.5.2. A Participating Addendum may also require payment of an additional administrative fee by Contractors to a Participating Entity based on sales to Purchasing Entities within the jurisdiction of the Participating Entity. Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not-to-exceed the Participating Entity's fee. Such adjustments will have no effect on the NASPO ValuePoint administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity.

4.5.3. All parts, supplies, and equipment will be provided at offeror cost plus the fixed materials mark-up proposed. Receipts for materials may be required by Purchasing Entity to document offeror cost.

4.5.4. Vendor can agree to rates lower than those proposed with a Participating Entity in a Participating Addenda, service agreement, or project quote.

4.5.5. Inspection and Monitoring includes inspection and monitoring of fire extinguishing systems, fire sprinkler systems, alarm monitoring, and fire alarm/protective signaling for offerors who provide those services but not installation/repair.

5. ATTACHMENTS

5.1. ATTACHMENTS FOR REVIEW. To be read and not returned, unless submitting suggested redlines.

5.1.1. State of Nevada Terms and Conditions for Services
5.1.2. NASPO ValuePoint Master Agreement Terms and Conditions
5.1.3. Insurance Schedule
5.1.4. NASPO ValuePoint Master Reporting

5.2. PROPOSAL ATTACHMENTS. To be completed and returned.

5.2.1. 99SWC-S1820 Scope of Work
5.2.2. 99SWC-S1820 Cost Schedule
5.2.3. Proposed Staff Resume
5.2.4. Reference Questionnaire
5.2.5. Attachments for Signature

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

6. TIMELINE

6.1. All questions regarding this RFP shall be submitted using the Bid Q&A feature in NevadaEPro by the deadline below.

6.2. The following represents the proposed timeline for this project.

6.2.1. All times stated are Pacific Time (PT).
6.2.2. These dates represent a tentative schedule of events.
6.2.3. The Lead State reserves the right to modify these dates at any time.

A. Deadline for Questions ..... No later than 5:00 pm on 01/11/2023
B. Answers Posted ..... On or about 01/19/2023

C. Deadline for References ..... No later than 5:00 pm on 02/22/2023
D. Deadline Proposal Submission and Opening..... No later than 2:00 pm on 02/23/2023
E. Evaluation Period (estimated) ..... 02/23/2023 – 03/21/2023
F. Evaluation Sourcing Team Meeting ……. 03/21/2023 – 03/23/2023
G. NASPO Executive Council Award Review (estimated) ..... On or about 03/29/2023
H. Notice of Intent (estimated) ..... On or about 03/30/2023
I. Notice of Award (estimated) ..... On or about 04/06/2023

7. EVALUATION PROCESS

7.1. Proposal evaluation and scoring is conducted in accordance with NRS 333.335 and NAC 333.160-333.165.

7.1.1. Proposals shall be kept confidential until a contract is awarded.
7.1.2. In the event the RFP is withdrawn prior to award, proposals remain confidential.
7.1.3. The evaluation committee is an independent committee established to evaluate and score proposals submitted in response to the RFP.
7.1.4. Financial stability shall be scored on a pass/fail basis.
7.1.5. The Lead State, at its option, may limit eligibility for award to offerors above a natural break in the technical scores and/or combined technical and cost scores.
7.1.6. SOW categories will be evaluated and considered for award separately.
7.1.7. Each evaluation committee member will score each technical evaluation factor on a 0-10 scale. After technical scores are finalized, individual scores will be averaged together to create a single 0-10 score for each technical evaluation factor.
7.1.8. Each 0-10 evaluation factor will be multiplied by the relative weight to create a weighted score, and then the weighted scores for each evaluation factor are added together to for the total score of a proposal for the individual category.
7.1.9. Proposals shall be consistently evaluated and scored based upon the following factors and relative weights.

A. Demonstrated Competence..... 20
B. Experience in Performance of Comparable Engagements 20
C. Conformance with the Terms of This RFP..... 10
D. Reporting..... 20

E. Cost: For Categories 1 through 7 and 10 through 16 in the Cost Schedule:

1. Average of Labor and Support Rates (average of items 1 through 9)..... 20
2. Materials Mark-up (item 12)..... 10

F. Cost: For Category 8 in the Cost Schedule:

1. Average of Labor and Support Rates (average of items 1 through 7)..... 15
2. Materials Mark-up (item 12)..... 5
3. Average of Extinguisher and Dry Chemical Cylinder services Rates (items 14 through 26) 10

G. Cost: For Category 9 in the Cost Schedule:

1. Average of Labor and Support Rates (average of items 1 through 5)..... 15
2. Materials Mark-up (item 8)..... 5
3. Average of Extinguisher and Dry Chemical Cylinder services Rates (items 10 through 18) 10

7.2. COST SCORING

7.2.1. The price proposed for each line item will be evaluated based on the following formula to create a cost score.

A. The formula for calculating cost points earned for Proposed Costs for Average of Labor and Support Rates is Lowest Cost / Offeror's Cost x Cost Points Possible.
B. The formula for calculating cost points earned for Proposed Mark-ups for Materials Mark-ups is Lowest Mark-up / Offeror's Mark-up x Cost Points Possible.
C. The formula for calculating cost points earned for Proposed Costs for Average of Extinguisher and Dry Chemical Cylinder Services is Lowest Cost/Offeror's Cost x Cost Points Possible.

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

7.3. PRESENTATIONS

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

7.4. AWARD

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

8. MANDATORY MINIMUM REQUIREMENTS

8.1. Pursuant to NRS 333.311 a contact cannot be awarded to a proposal that does not comply with the requirements listed in this section. Offeror will confirm that they will comply with each of the requirements in section 8 as reflected herein.

8.2. NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339, any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages. This requirement is applicable to a Master Agreement executed under this solicitation. Each Participating Addendum will be subject to the laws required by the Participating Entity.

8.3. NON-APPROPRIATION. The continuation of a contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by state legislature(s) and/or federal sources. The Lead State may terminate a contract, and contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting agency funding from state and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

8.4. NO BOYCOTT OF ISRAEL. Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).

8.5. CONTRACT RESPONSIBILITY. Awarded vendor shall be the sole point of contract responsibility. The Lead State

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

8.6. DATA ENCRYPTION. Confirm offeror will comply with Lead State IT requirement that data be encrypted in transit and in rest.

8.7. STATESIDE DATA. Confirm offeror will comply with Lead State IT requirement that data assets must be maintained stateside, and data will not be held offshore.

8.8. NEVADA BUSINESS LICENSE. Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a Nevada State business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b).

8.9. DISCLOSURE. Each offeror shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the offeror or in which the offeror has been judged guilty or liable.

9. CRITICAL ITEMS

9.1. In addition to the *Scope of Work* and other attachments, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring the proposal. Offeror proposal should address items in this section in enough detail to provide evaluators an accurate understanding of offeror capabilities. Proposals that fail to sufficiently respond to these items may be considered non-responsive.

9.2. NASPO ValuePoint MASTER AGREEMENT STATEMENT OF COMPLIANCE

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

9.2.2. The Master Agreement will include, but not be limited to, the attached *NASPO ValuePoint Master Agreement Terms and Conditions* and Lead State specific terms and conditions required to execute a master agreement, *99SWC-S1820 Scope of Work,* and selected portions of the offeror Proposal.

9.2.3. Offerors must include a statement in their Proposal that they have read and understand all terms and conditions and will comply fully.

9.3. NASPO ValuePoint ADMINISTRATIVE FEE AND REPORTING REQUIREMENTS

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

9.3.2. Contractor will be required to provide reporting contact within 15 days of Master Agreement execution. This information must be kept current during the contract period.

9.4. PROMOTION OF THE NASPO ValuePoint MASTER AGREEMENT

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

A. Describe experience working with contracting cooperatives.
B. List the cooperatives through which you currently have a contract and provide sales volume information for each. Identify any restrictions on pricing and sales imposed by your other cooperative contracts.
C. Describe how you intend to market your Master Agreement and encourage participation among potential Participating Entities, including state governments.
D. Describe how you intend to encourage usage of your Master Agreement by Purchasing Entities.
E. Describe your approach to negotiation of Participating Addenda. Describe the extent to which you provide Participating Entities flexibility in incorporating entity-specific language into their Participating Addenda. Do you require entities to provide statutory citations for specific language?

9.5. INSURANCE SCHEDULE. To be eligible for award, offeror agrees to acquire insurance from an insurance carrier or

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

9.6. VENDOR BACKGROUND

9.6.1. Provide a description of vendor background and history and explain how vendor is qualified to provide the services described in this RFP.

9.6.2. Provide a brief description of the length of time vendor has been providing services described in this RFP to the public and/or private sector.

9.6.3. Vendor Profile

A. Company full legal name
B. Primary business address
C. Describe company ownership structure
D. Employee size (number of employees)
E. Website
F. Sales contact information
G. Client retention and growth rates during the past three years

9.7. SUBCONTRACTORS

9.7.1. Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.

9.7.2. Proposal should include a completed *Attachments for Signature* document for each subcontractor.

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

9.7.4. Vendor shall provide any subcontract documentation (contract, scope of work, etc.) and disclosures as soon as practicable if there is a request for activities which are to be subcontracted at a later date.

9.7.5. Offeror proposal shall identify specific requirements of the project for which each subcontractor shall perform services.

A. How the work of any subcontractor(s) shall be supervised
B. How channels of communication shall be maintained
C. How compliance with contract terms and conditions will be assured
D. Previous experience with subcontractor(s)
E. Confirm a willingness to provide the full subcontract between the vendor and subcontractor(s) for review if requested by a Purchasing Entity

9.8. VENDOR STAFF RESUMES

9.8.1. A resume shall be included for each proposed key personnel, see *Proposed Staff Resume.*

9.8.2. A resume shall also be included for any proposed key subcontractor personnel.

9.8.3. Key Personnel. For the purposes of this section, Key Personnel is defined as the national contract manager(s) and point(s) of contact for a Master Agreement. Lead State reserves the right to accept or reject any proposed Key Personnel and to require replacement of Key Personnel. Contractor shall replace Key Personnel when needed with personnel having equivalent education, knowledge, skills, ability, and experience. Contractor must notify Lead State in writing of change in Key Personnel which Lead State, in its sole discretion, may accept. If at any time contractor provides notice of permanent removal or resignation of Key Personnel, new Key Personnel must be designated immediately, and a written transition plan must be provided. Key Personnel requirements are as follows.

A. Key Personnel must respond to all inquiries from Lead State, Participating Entities, and Purchasing Entities within 2 business days.
B. Key Personnel must be capable of responding to all inquiries related to the contract, or capable of directing an inquiry to appropriate contractor personnel, within 2 business days.
C. Key Personnel must have experience in managing a national cooperative contract that is satisfactory in the sole discretion of the Lead State.

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

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

9.9. CUSTOMER SERVICE

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

9.10. EXCEPTIONS TO TERMS AND CONDITIONS

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

9.11. PRICE AND RATE GUARANTEE PERIOD. All prices and rates offered shall be guaranteed for the first two-years of the Master Agreement. Any request for price or rate adjustment following that initial two-years shall be limited to one request for increase annually thereafter, as detailed in *Section VI of the NASPO ValuePoint Master Agreement Terms and Conditions***.** Any request for a price increase must include justification and will be approved or denied at the sole discretion of the Lead State.

9.12. VENDOR FINANCIAL INFORMATION

9.12.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.
9.12.2. This information should be submitted as a separate attachment, flagged as confidential in NevadaEPro.
9.12.3. Proposing vendor shall provide the following financial information and documentation:

A. Dun and Bradstreet Number
B. Federal Tax Identification Number
C. The last two (2) full years and current year interim:

1. Profit and Loss Statements
2. Balance Statements

9.13. BUSINESS REFERENCES

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

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

10. SUBMISSION CHECKLIST

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

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

10.2. TECHNICAL PROPOSAL

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

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

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

10.4. COST PROPOSAL

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

10.6. SIGNED ATTACHMENTS

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

10.7. OTHER ATTACHMENTS. If necessary, not recommended.

10.8. REFERENCE QUESTIONNAIRES. Not submitted directly by offeror.

99SWC-S1820 SCOPE OF WORK

1. OVERVIEW

1.1. Each Scope of Work category will be evaluated separately by the Evaluation Committee. Committee members will score each category independently. Awards will be made in the best interest of the Lead State and the NASPO ValuePoint cooperative purchasing program.

1.2. Multistate use of an award is subject to the approval of the NASPO ValuePoint Executive Council. Awards not approved by NASPO ValuePoint may, at the option of the Lead State, result in a contract for use by the Lead State only.

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

1.4. UNIVERSAL REQUIREMENTS

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

1.5. CONTRACT USAGE

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

1.5.11. Purchasing Entity may have proprietary equipment. Vendor is responsible for working with or notifying a Purchasing Entity regarding maintenance and repair of proprietary equipment.

1.5.12. Vendor shall designate a single point of contact to be liaison for Participating Entity information technology staff to handle day-to-day operations.

1.6. CATEGORIES

A. **Category 1:** Backflow Prevention System
B. **Category 2:** Sandpiper Inspections – Fire Hose
C. **Category 3:** Automatic Fire Pumps
D. **Category 4:** Fire Sprinkler Systems
E. **Category 5:** Fire Detection – Fire Alarm Systems
F. **Category 6:** Emergency Lighting
G. **Category 7:** Special Hazard Fire Suppression Systems
H. **Category 8:** Portable Fire Extinguisher Inspection – Service and Testing
I. **Category 9:** New Portable Fire Extinguishers
J. **Category 10:** Kitchen Fire Suppression Commercial Hood System
K. **Category 11:** Commercial Hood System Cleaning
L. **Category 12:** Access Control Systems
M. **Category 13:** Burglar Alarm Systems
N. **Category 14:** Surveillance Services and Equipment
O. **Category 15:** High Security Controls Systems
P. **Category 16:** Inspections & Monitoring

1. Fire Extinguishing Systems
2. Fire Sprinkler Systems
3. Alarm Monitoring
4. Fire Alarm/Protective Signaling Systems

2. CATEGORY DESCRIPTIONS AND DETAILS

2.1. BACKFLOW PREVENTION SYSTEM

2.1.1. Backflow prevention systems prevent contamination of the potable water distribution through infiltration of stagnant water or substances from industrial or fire protection piping. Regularly scheduled maintenance and service of backflow prevention devices helps prevent potential health issues due to water supply contamination. Certified inspection and testing services must include a written report of inspection findings, including any specific recommendations for corrective action where needed.

2.1.2. Inspections

A. Each backflow prevention device to determine whether it is in service and in satisfactory condition.
B. Site and identify any conditions that could potentially compromise the performance of mechanical and/or electronic components of the backflow preventers
C. Backflow preventer control valves for proper position, general condition, and accessibility
D. The general condition of backflow preventers, piping, hangers, drains, test ports and related equipment

2.1.3. Additional Requirements

A. Conduct required annual performance differential test
B. Tag devices as required and perform all required record-keeping/reporting
C. Provide a brief written report of the inspection to Purchasing Entity, detailing any deficiencies
D. Be sure Purchasing Entity is updated with proper operation of the equipment, as needed

2.2. STANDPIPE INSPECTIONS – FIRE HOSE

2.2.1. For ordering entities with existing standpipes and fire hose systems in-service, and in accordance with applicable codes, fire hose is to be taken from its rack, unrolled, and physically inspected at least once a year. Hose must be replaced on the rack so that folds do not occur at their former positions. Inspection and re-racking procedure are to identify any problems, maintain the functional condition of the hose and provide a measure of safety at the time of a fire until firefighters can arrive.

2.2.2. Remove the hose from its rack, and check:

A. Last hydro-test date is within code requirements
B. Condition of couplings
C. Condition of the threads
D. Condition of gasket in the coupling, replace if necessary
E. Valve for damage, rot, or mildew
F. Hose for damage, rot, or mildew
G. Nozzle for damaged threads and damaged or blocked tip
H. Verify standpipe hose threads match type used by local Fire Department. If threads do not match, an adapter should be supplied

2.2.3. Reattach coupling to valve
2.2.4. Reposition the hose on the rack so that folds do not occur in previous positions
2.2.5. Replace nozzle and attach it to the nozzle clip on the rack
2.2.6. Tag the unit properly
2.2.7. Check the cabinet for easy access and, where applicable, check that the glass is intact
2.2.8. Observe the hazard area to confirm that there is sufficient hose to reach in any direction
2.2.9. Check that the standpipe is visible and unobstructed. If it is obstructed, notify the Purchasing Entity representative, and have the area cleared
2.2.10. Provide a brief written report of the inspection to Purchasing Entity, detailing any deficiencies
2.2.11. Be sure Purchasing Entity is updated with proper operation of the equipment, as needed

2.3. AUTOMATIC FIRE PUMPS

2.3.1. Automatic fire pumps boost water pressure for high hazard areas and where water demand exceeds available pressure. In the event of pump failure, a sprinkler system will not perform at the required levels established for adequate protection of a facility and its occupants. To ensure proper operation of automatic pumps, a scheduled comprehensive inspection and test is required in accordance with local, state, and federal codes. Certified pump tests must include a written analysis addressing the current performance of inspected pump equipment. A report of the inspection findings must also include recommendations for corrective action where needed.

2.3.2. Inspect

A. Automatic fire pumps to determine if they are in service and in satisfactory condition in accordance with NFPA standards
B. Site conditions and identify any issues that could compromise the performance of mechanical and/or electronic components of the pumps
C. Inspect automatic fire pump control valves for proper position, general condition, accessibility, and appropriate signage
D. Inspect automatic fire pump test header for satisfactory condition
E. Inspect automatic fire pump alarm components for satisfactory condition

2.3.3. Additional Requirements

A. Check general condition of automatic fire pump piping, hangers, drain valves, check valves, gauges, and related equipment
B. Conduct required annual performance flow test
C. Tag devices as required and perform required record-keeping
D. Provide a brief written report of the inspection to Purchasing Entity, detailing any deficiencies
E. Be sure Purchasing Entity is updated with proper operation of the equipment, as needed

2.4. FIRE SPRINKLER SYSTEMS

2.4.1. Inspections shall be carried out in accordance with local, state, and federal codes. Each inspection shall include a report of the inspection results, and include recommendations for any corrective actions, where needed.

2.4.2. Inspections

A. System to determine whether it is in service, and all components are in satisfactory condition in accordance with NFPA standards

B. Test fire sprinkler system alarm components
C. Sprinkler heads for adequate clearance and condition to verify proper distribution and activation
D. Sprinkler control valves for proper position, general condition, accessibility, and appropriate signage

2.4.3. As Needed

A. Clean pilot lines and solenoid strainers thoroughly
B. Disassemble the solenoid release and inspect and clean interior

2.4.4. Additional Requirements

A. Discuss Agencies' general storage and stock arrangements for combustibles in relation to fire sprinkler system protection
B. Tag devices as required and perform required record-keeping
C. Identify site conditions that could compromise mechanical and/or electronic components of system
D. Provide a brief written report of the inspection to Purchasing Entity, detailing any deficiencies
E. Be sure Purchasing Entity is updated with proper operation of the equipment, as needed

2.4.5. Inspection and draining of low points will be ordered at intervals specified by the Purchasing Entity but will comply with NFPA requirements. Provide a written report of the inspection to Purchasing Entity. Services for inspection and draining of all low-point drains on a seasonal, as-needed basis are to avoid pipe breakage and accidental tripping of systems due to freezing.

2.5. FIRE DETECTION – FIRE ALARM SYSTEM

2.5.1. The reliability of fire detection and fire alarm systems is crucial to providing safety to building occupants and protection of property. All inspection services will be performed in accordance with appropriate local, state, and federal codes. Each inspection service must test that those systems operate as designed, which minimizes the incidence of false alarms that interrupt business operations. All inspections must be conducted by certified fire detection and alarm inspection technicians. When specified, inspection services will include inspecting fire suppression system. A report of inspection findings will be prepared.

2.5.2. Category is for installed devices and equipment including, but not limited to, all smoke detectors, heat detectors, carbon monoxide detectors, flame detectors, water flow switches, pull stations, remote annunciators, horns, strobes, fuses, lamps, LEDs, control panels, control equipment, batteries, and wiring or cabling.

2.5.3. Inquire

A. Regarding any changes or modifications of the fire detection and alarm system
B. Regarding changes in the general occupancy environment, operations and conditions relating to the fire detection and alarm system in accordance with NFPA recommended procedures
C. Regarding the Agencies general storage and stock arrangements for combustibles in relation to fire alarm and suppression systems

2.5.4. Inspections

A. Each system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards
B. Site conditions and identify any issues that could compromise the performance of mechanical and/or electronic components of the system
C. The general condition of the fire alarm panel and related equipment
D. Test smoke and heat detectors in accordance with manufacturer specifications
E. Fire alarm control panels and remote fire alarm panels
F. All annunciators and zones physically and visually, and test by tripping a detector
G. Add meter batteries
H. Exercise flow switches, tamper switches and low-pressure alarms
I. Output relays and test their activation
J. Verify, if applicable, that all signals are received by designated alarm service provider
K. All smoke detectors for cleanliness. Clean all detectors that require cleaning in accordance with manufacturer guidelines, as applicable
L. Operability of non-restorable heat detector circuits by simulating electrical operation at the wiring connection
M. Test functionality of all accessible heat-actuating devices, both electrically and pneumatically in accordance with manufacturer specification. When explosive conditions are present, hot water shall be used to heat-test accessible

heat actuating devices

N. And exercise all supervised control valves and switches

2.5.5. Additional Requirements

A. During testing of the fire detection system, activate outputs for the purpose of equipment shutdown, start-up, and HVAC/smoke control
B. Tag devices as required and perform required record-updates
C. Provide a brief written report of the inspection to Purchasing Entity, detailing any deficiencies
D. Be sure Purchasing Entity is updated with proper operation of the equipment, as needed

2.6. EMERGENCY LIGHTING

2.6.1. In the event of power loss or fire, building occupants depend on emergency lighting and exit signs that guide evacuees to safety. Improperly maintained emergency lighting systems are unacceptable. Vendor is required to perform complete inspections of these systems in accordance with applicable codes. Vendor providing maintenance services for these systems are required to maintain an adequate inventory of replacement parts applicable to servicing a full range of system brands.

2.6.2. Inspections

A. Each system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards
B. Site conditions and identify any issues that could compromise the performance of mechanical and/or electronic components of the emergency lighting system
C. Test each unit to ensure that lighting systems will illuminate a minimum of 90 minutes (OSHA, NFPA and NEC minimum standards)
D. Adjust the PC board float voltage, where applicable to ensure extended life of batteries and other key components
E. All bulbs and lamp heads to ensure they are operational and meet code-specified lighting requirements.
F. All exit signs for proper function
G. Clean all battery terminals and leads
H. Emergency lights and exit signs for appropriate placement

2.6.3. Additional Requirements

A. Check energy efficiencies of all units, bulbs, and lamps
B. Tag devices as required and perform required record-keeping
C. Provide a brief written report of the inspection to Purchasing Entity, detailing any deficiencies
D. Be sure Purchasing Entity is updated with proper operation of equipment, as needed

2.7. SPECIAL HAZARD FIRE SUPPRESSION SYSTEMS

2.7.1. Used where chemicals, flammables, equipment or processes require specialized fire suppression strategies. Such systems protect aircraft, computer rooms, fuel pump islands, clean rooms, rare documents, telecommunications centers, power plants, tire storage facilities and many other high-values and/or high-hazard assets. The suppression agents vary with the application, and may include CO2, FM200, Inergen, Novec1230, FE25/ECARO 25, foam, dry chemical, or other special chemical formulations. A written report of findings from inspection must include recommendations for corrective action where needed.

2.7.2. Inspections

A. System to determine whether it is in service and in satisfactory condition, in accordance with NFPA standards
B. Site conditions, and identify any issues that could compromise the performance of mechanical and/or electronic components of the system
C. Discharge devices for adequate condition and clearance to allow for proper distribution and activation
D. Each release control device for proper position, general condition, accessibility, and appropriate signage
E. Each special hazard system, and conduct required tests, weather permitting. (In case of inclement weather, technician will need to reschedule for earliest possible date)
F. Fire Department connection couplings, caps, threads, clappers, check valves and drains
G. General condition of visible and accessible piping, hoses, hangers, drain valves, gauges, and related equipment
H. Cylinders, straps, and outlet fittings connected to the discharge manifold for tightness and bracing
I. Agent storage devices for the proper quantity of extinguishing agent, check storage pressure, and record the last hydro-test date for agent cylinders and hoses

2.7.3. Additional Requirements

A. Changes in building status that may affect the performance or reliability of the special hazard system, including obstructions
B. Changes or modifications made to the special hazard fire suppression system
C. General storage and stock arrangements for combustibles in relation to special hazard fire suppression
D. Tag devices as required and perform all required record-keeping
E. Provide a brief written report of the inspection to Purchasing Entity
F. Be sure Purchasing Entity is updated with proper operation of the equipment, as needed

2.8. PORTABLE FIRE EXTINGUISHER INSPECTION, SERVICE, and TESTING

2.8.1. Portable extinguishers must be tested to be certain that they are charged and in proper working order, and suitably located according to their potential hazard environment. All fire extinguisher inspections, service, selection and placement, will be conducted annually in compliance with all applicable codes, and each extinguisher use class must be clearly identified, properly positioned and appropriate to location. Following inspection, a written report of findings shall be provided noting inspection date, time, and service technician. The report will also identify equipment type/class or placement discrepancies and offer recommendations, if applicable.

2.8.2. Inspections

A. Each unit to be sure it is properly hung with the proper manufacturer hanger
B. Gauge pressure
C. Condition of gauge and its compatibility with extinguisher
D. Weight of extinguisher
E. Last hydro-test test date is within code requirements
F. Last 6−year maintenance inspection, if applicable
G. Valve and shell for damage or corrosion
H. Hose and inspect it for cracks or splits (remove hose to inspect closely)
I. Hose threads for signs of wear
J. Condition of discharge horn
K. For obstructions that may interfere with access to the extinguisher.
L. Additionally, by breaking extinguisher seal and remove locking pin
M. Upper and lower handles

2.8.3. Additional Requirements

A. Replace locking pin and reseal extinguisher
B. Inspect valve opening for powder or any foreign matter
C. For dry extinguishers, fluff the powder by turning the unit
D. Clean extinguisher shell with spray cleaner
E. Return hose to its proper position
F. Check condition of hose/horn retention band at the side of the extinguisher
G. Verify that each unit classification is properly identified with the appropriate decal
H. Check that all operating instructions are clean and legible
I. Properly tag each extinguisher
J. Survey the area around the unit to verify that the unit classification corresponds properly with all potential hazards
K. Verify unit is properly located within normal travel pathways and positioned at a conspicuous and accessible height
L. Ensure unit is visible and unobstructed
M. Replace extinguisher on its hanger
N. Provide a brief written report of the inspection to Purchasing Entity, detailing any deficiencies

2.9. NEW PORTABLE FIRE EXTINGUISHER SALES

2.9.1. Minimum requirements of all new fire extinguishers:

A. All fire extinguishers, including all component hardware, charge, and propellant, shall be new
B. Must have a minimum six-year factory warranty, which shall begin upon Purchasing Entity's Acceptance of the Product
C. Must meet all organizational (UL, DOT, NFPA, OSHA, FEMA, etc.) standards
D. Must be corrosion resistant and be painted red, except water spray-type (class A), which shall be stainless steel
E. Valve assemblies must be metal

F. Purchasing Entity must be made aware when the next inspection will require the current extinguisher to be replace, and at what cost

2.9.2. Additional Requirements

A. Extinguishers must be delivered with a current inspection tag
B. Packaging and shipping must conform to applicable federal and state regulations
C. Deliveries must have HM-126C MSDS sheets for proper extinguishing agents
D. A 24-hour toll free 800 number must appear on all copies of the invoice/packing slip. 8. All invoiced shipments must be delivered in accordance with all state and federal regulations
E. Vendor is required to replace defective, incorrect contents, incorrectly sized or incorrectly placed fire extinguishers at no charge, and within 12 hours of notification

2.10. KITCHEN FIRE SUPPRESSION – COMMERCIAL HOOD SYSTEM

2.10.1. Most commercial kitchens use high-temperature appliances, cooking oils, and solid fuels. Kitchen fire suppression systems must be in peak working condition to ensure the safety of employees and patrons alike. In government and educational food service environs, safety considerations are especially important

2.10.2. Inspections must be performed in accordance with applicable standards, current codes and requirements for this equipment, including use of dry chemical extinguishing agents. All inspections must be scheduled and conducted with the goal of minimizing downtime

2.10.3. User personnel must be familiarized with the proper use and care of kitchen fire suppression systems to reduce the possibility of expensive, unnecessary discharges, resulting in safer, more productive working environments for staff. A detailed, written report of all inspection findings is required, including recommendations for any corrective actions where needed

2.10.4. Inspections

A. System to determine whether it is in service, and all components are in satisfactory condition in accordance with NFPA standards
B. Site conditions and identify any issues that could compromise the performance of mechanical and/or electronic components of system
C. And test remote pulls for condition and operability
D. Automatic trips perform a trip test of system
E. Test manual release of system

2.10.5. Additional Requirements

A. Verify mechanical operation of system
B. Check gas shutoff function, if applicable, or electrical shutoff function, if applicable
C. Replace fusible links where required
D. Inspect system components for cleanliness
E. Restore system to normal operation
F. Reset system
G. Install new tamper seals
H. Inspect suppression agent cylinder
I. Verify cylinder/cartridge pressure, agent weight and condition
J. Check that last hydro-test test date is within code requirements
K. Inspect and verify piping/bracing to manufacturer specifications
L. Inspect all nozzles and verify that they are properly aimed, free of any damage or blockages, and have proper blow-off caps intact
M. Verify that system Owner's Manual is available on-site
N. Verify that a proper portable fire extinguisher is available in an easily seen, accessible location, and a suitable type to the environment
O. Ask Purchasing Entity about general occupancy relating to the kitchen fire suppression system in accordance with all applicable NFPA recommended procedures
P. Inspect for any changes in the hazard area that may affect performance and reliability of fire suppression system
Q. Tag devices as required and perform required record-keeping
R. Compile a report of the inspection
S. Familiarize the Purchasing Entity with proper operation of system equipment

2.11. COMMERCIAL HOOD SYSTEMS CLEANING

2.11.1. The State desires that vendors incorporate, to the fullest extent possible, environmentally responsible business practices. To that end, the State expects all prospective contractors to demonstrate commitment to and experience in environmental sustainability and public health protection practices applicable to their line of services. In accordance with State EPP Policy, the cleaning products used for Commercial Hood Systems Cleaning should be in accord with the standards and recommendations of the United States Environmental Protection Agency EPP program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council. Hood cleaning products registered under NSF International are also acceptable.

2.11.2. Vendor to Provide

A. High pressure spray unit(s) for cleaning commercial hoods
B. Purchasing Entity representative with a cleaning schedule
C. When cleaning multiple units, schedule off-peak hours for cleaning
D. Prearrange with Purchasing Entity representative for kitchen key(s) and roof accessibility, as applicable
E. Ladder(s) for buildings without roof access and all other ladder requirements
F. Lighting accessories
G. Tools and equipment necessary to perform hood cleaning & clean-up
H. Grease bearings on blower shaft, (if noted on job order)
I. Return all issued keys to agencies representative upon completion of job (if applicable)

2.11.3. Hood System Cleaning Scope of Work

A. Kitchen Setup

1. Turn off appliances and pilot lights
2. Remove or place boards over deep fat fryers
3. Place boards over range, cookers, etc.
4. Place polyurethane over all appliances and clip to troughs
5. Clip and drape polyurethane from the hood canopy, directing water to suitable drain or collection container

B. Remove grease filters
C. Clean filters, as noted on job order

D. Set-Up for Roof Fan Cleaning

2.12. ACCESS CONTROL SYSTEMS

2.12.1. Access Control System (TACACS) is a centralized access control system that requires users to send an ID and static (reusable) password for authentication. TACACS uses UDP port 49 (and may also use TCP). Reusable passwords are a vulnerability: the improved TACACS+ provides better password protection by allowing multifactor authentication.

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

A. All aspects of access control system services
B. Installation of new systems
C. Replacement or upgrade of systems
D. Removal of existing systems
E. Integration of various types of systems
F. Provide and install all related equipment and any items necessary for operation and installation of equipment such as wires and fasteners that are needed to complete work

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

A. Respond on site to trouble calls within four (4) hours, including weekends and holidays
B. Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched
C. Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement
D. Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location

2.12.4. Provide programming and work individually with each Participating Entity information technology staff when installing new or maintaining previously installed systems.

2.13. BURGLAR ALARM SYSTEMS

2.13.1. The Burglar Alarm Systems category includes, but is not limited to the following services:
2.13.2. All aspects of burglar alarm system services
2.13.3. System Monitoring:

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

2.13.4. Installation of new systems
2.13.5. Replacement or upgrade of systems
2.13.6. Removal of existing systems
2.13.7. Maintenance and repair (including emergency repairs) of systems

A. Respond on site to trouble calls within four (4) hours, including weekends and holidays
B. Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched
C. Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement
D. Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location

2.13.8. Integration to existing systems as requested
2.13.9. Provide and install all related equipment and items that are needed to complete work
2.13.10. The authorized Purchasing Entity representative and/or designee will identify the procedures by which work requests will be assigned
2.13.11. Existing systems must be matched in any new additions or new construction. During renovations, the system in the renovated area being replaced must match the system that is currently in operation and must become an integral part thereof. Vendors must ensure complete connectivity and integration to each existing system in those instances where an addition or upgrade is warranted
2.13.12. Designate a single point of contact who can address the programing needs of alarm systems in use throughout Purchasing Entity facilitates with a certified tech
2.13.13. Vendors must possess the ability to provide for individual access codes

2.14. SURVEILLANCE SERVICES AND EQUIPMENT

2.14.1. This category includes, but is not limited to the following services:
2.14.2. All aspects of cloud-based and video surveillance systems, services, and equipment
2.14.3. Installation of new systems
2.14.4. Replacement or upgrade of systems
2.14.5. Removal of existing systems
2.14.6. Maintenance and repair (including emergency repairs) of systems

A. Respond on site to trouble calls within four (4) hours, including weekends and holidays
B. Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched
C. Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement
D. Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location

2.14.7. Integration to existing systems as requested
2.14.8. Provide and install all related equipment such as wires and fasteners that may be needed to complete work.
2.14.9. Provide the option to use video cards for video surveillance
2.14.10. Vendors must offer video cards with various capacity sizes to meet all potential needs. Capacity and specifications as determined by the Participating Entity.
2.14.11. Provide the option for agencies to build their own stand-alone computer to run the system, or request that the vendor build it for them

2.14.12. Offer a wide variety of indoor and outdoor cameras and wireless transmitters to work in conjunction with video cards

2.15. HIGH SECURITY CONTROL SYSTEMS

2.15.1. The High Security Control Systems category includes, but is not limited to the following services:
2.15.2. Replacement or upgrade of systems
2.15.3. Testing, training
2.15.4. The DCS category custom-integrates HMI /SCADA operator interfaces with programmable logic controllers (PLCs), and various communication subsystems to create a single integrated security system. Custom tailor, program, and configure to remotely move and secure confined individuals in a specific detention, correctional, courts holding, mental health, or similar secure facility; generally, from a 24-hour central control room supported by distributed satellite stations. Representative subsystems may include, but is not limited to:

A. Operator interfaces employing PC-based human-machine-interface (HMI) and supervisory control and data acquisition components (SCADA) software. Configure as client/server or peer systems. Representative pointing devices include mouse, touchscreen, or both
B. Master-to-master staff intercommunications, typically on a full-duplex, dialup basis
C. Door monitoring and control systems. Field device interfaces (relays, fuses, and terminals) to detention locking systems and door control programming
D. Utility monitoring and control systems. Data interfaces or field device interfaces to lighting control panels and relays, power control relays and breakers, flushing control systems, water control valves, telephone cutoff relays, fan control relays, generator monitoring interfaces, transfer switch monitors and transfer relays, and similar utility monitoring and control systems
E. Perimeter alarm systems. Data interfaces or field device interfaces to perimeter security and intrusion detection systems
F. Duress alarm systems. Data interfaces or field device interfaces to fixed or mobile duress alarm systems, including body-worn transmitters, duress pushbuttons, and subsystems that provide locating technology

2.15.5. Maintenance and repair, including emergency repairs of system.

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

2.16. INSPECTIONS & MONITORING

2.16.1. Vendor must:

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

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

A. Pre-engineered systems; and
B. Engineered systems

2.16.3. Fire Sprinkler Systems. Awarded vendors will be required to perform the following annual services:

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

2.16.4. Fire Alarm/Protective Signaling Systems. Awarded vendors will be required to perform the following semiannual/annual inspection services:

A. Inspect installed equipment, including complete testing of all fire alarm initiating devices, supervisory devices, and notification appliances
B. Inspect fuses, lamps, LEDs, control equipment including all wiring, connections, and insulation; and
C. Provide the Participating Entities with a test report within 24 hours of completion, unless otherwise agreed upon in writing by both parties
D. Some facilities may not accommodate one complete inspection per year of all fire alarm systems at one time. In this case, vendors will be required to service a portion of the alarm system each quarter until all systems have been inspected throughout the course the year

2.16.5. Alarm Monitoring

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

3. GENERAL REQUIREMENTS

3.1. BACKGROUND CHECKS

3.1.1. All background checks as required by Participating and Purchasing Entities must be completed prior to any work being done.
3.1.2. All vendors and vendor employees providing on-site services under this contract must be required to submit to and pass background checks. Upon request from Purchasing Entities, vendors must provide copies of background checks or submit to additional security requirements.
3.1.3. All costs associated with background checks will be at vendor expense.
3.1.4. Vendor is responsible for ensuring the following.

A. Vendor must not begin work until clearance has been issued by Purchasing Entity.
B. Notification and access to facilities must be pre-authorized by Purchasing Entities.

3.2. PUBLIC WORKS PROJECTS

3.2.1. Any projects that are federally funded may be subject to the requirements of *Davis-Bacon Act and/or the Davis-Bacon Wage Decision.*
3.2.2. Labor prices for affected projects may be negotiated between the Purchasing Entity and the contractor, provided the contractor provides adequate documentation for any negotiated increase.

A. Documentation may include payroll records, copies of wage decisions, and/or other information that establishes a clear difference between contractor standard wage and the prevailing Davis-Bacon wage for any affected employee for that project.
B. Under no circumstances will that price be increased by an amount higher than the difference between the normal hourly rate and the hourly rate required by the applicable Davis-Bacon Wage Decision.

3.2.3. Vendors must include in job quotes the standard business hours and prevailing wage rate for the job location. Quotes should include shift differential, if any, for working nights and weekends.
3.2.4. Jobsites must be cleaned every day.
3.2.5. Awarded vendor(s) must complete any punch lists within five (5) days of receipt. Exceptions to this standard may be addressed on an individual project basis.

3.2.6. Asbestos

A. Asbestos may be present in facilities and may be encountered in previously inspected buildings.
B. Upon discovering asbestos or a suspected asbestos-containing material (ACM), all work shall immediately stop in the affected area and contractor will immediately contact the project manager and/or building owner;
C. The project manager and/or building owner shall assume responsibility for taking material samples for testing; and
D. The project manager/building owner will convey all pertinent information regarding asbestos test results to the vendor and, if necessary, conduct any required remediation prior to resuming work in the affected area.
E. All remediation work must be performed by a contractor specifically licensed and/or certified to perform asbestos remediation.
F. Vendors may be held liable for violations of any applicable federal, state and/or local environmental laws or regulations, whether committed through action or inaction.

3.3. GENERAL

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

3.4. PENALTY FOR IMPROPER PRICING

3.4.1. Vendor is responsible for ensuring all prices proposed for all projects are accurate and consistent with the terms of the contract.
3.4.2. For all projects completed under this contract: if vendor submits an invoice containing incorrect pricing in favor of vendor, that vendor shall submit a new, corrected invoice with a 25% reduction in cost for each incorrectly priced item.
3.4.3. If vendor continues to provide incorrect invoicing each Purchasing Entity has the option to cancel their contract in its entirety without penalty.
3.4.4. Vendors are not allowed to charge fees above or in addition to pricing set forth in the MA after award has been made. Failure to comply may be grounds for cancellation of the contract.

3.5. STANDARD OF PERFORMANCE AND ACCEPTANCE

3.5.1. The Standard of Performance applies to all product(s) purchased under this Master Agreement, including any additional, replacement, or substitute product(s), as well as any product(s) which are modified by or with the written approval of the vendor and acceptance by the Purchasing Entity.
3.5.2. The Acceptance Testing period shall be seven (7) calendar days, or any other time period identified in the solicitation or the Participating Addendum, beginning with the day after the product is installed and/or certification is received that the product is ready for Acceptance Testing.
3.5.3. If the product does not meet the Standard of Performance during the initial period of Acceptance Testing, the Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met.
3.5.4. Upon rejection, the vendor will have three (3) calendar days to cure any Standard of Performance issue(s).
3.5.5. If, after the cure period, the product still has not met the Standard of Performance, the Purchasing Entity may, at its option:

A. Declare the vendor to be in breach and terminate the order
B. Demand a replacement product from the vendor at no additional cost to Participating Entity or
C. Continue the cure period for an additional time period agreed upon by the Participating Entity and the vendor.

3.5.6. Vendor shall pay all costs related to the preparation and shipping of returned products.
3.5.7. No product shall be accepted, and no charges shall be paid until the Standard of Performance is met.
3.5.8. The warranty period will begin upon the Purchasing Entity acceptance.

3.6. TRAVEL. All travel will be negotiated within each Participating Addendum. Travel may be subject to limits of Participating Entity rules.

3.7. AUTHORIZATION TO WORK. Vendor is responsible for ensuring that all employees and/or subcontractors are authorized to work in the United States.

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

4. TERMS AND CONDITIONS FOR GOODS

4.1. EXPRESS WARRANTIES. For the period specified on the face of the contract, contractor warrants and represents each of the following with respect to any goods provided under the contract, except as otherwise provided on incorporated attachments:

4.1.1. Fitness for Particular Purpose; The goods shall be fit and be sufficient for the particular purpose set forth in the solicitation documents.

4.1.2. Fitness for Ordinary Use; The goods shall be fit for the purpose for which goods of a like nature are ordinarily intended, it being understood that the purpose for the goods covered by the contract are ordinarily intended is general government administration and operations.

4.1.3. Merchantable; Good Quality, No Defects; The goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship.

4.1.4. Conformity: The goods shall conform to the standards, specifications and descriptions set forth in the incorporated attachments. If contractor has supplied a sample to the State, the goods delivered shall conform in all respects to the sample and if the sample should remain in State possession it shall be identified by the word "sample" and the signature of contractor sales representative.

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

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

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

4.1.8. Infringement Indemnity; Refer to NASPO ValuePoint Master Agreement Terms and Conditions, Section 33.

4.1.9. Usage of Trade; Course of Dealings; Implied Warranties. contractor shall also be bound by any other implied warranty that, at the time of execution of the contract, prevails in the trade of government in the marketing area in and about the State of Nevada. contractor shall also be bound by any other implied warranty arising through course of dealings between contractor and the State from and after the execution of the contract. contractor shall also be bound by all warranties set forth in Nevada Uniform Commercial Code (NRS Title 8) in effect on the date of execution of the contract.

4.1.10. Obsolete Equipment: Agencies or Entities will not be billed/invoiced for upgraded equipment due to obsolete equipment owned by the vendor.

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

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

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

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

4.3. NO ARRIVAL; NO SALE. The contract is subject to provisions of no arrival, no sale terms, but proof of shipment is to be given by vendor, each shipment to constitute a separate delivery. A variation of ten days in time of shipment or delivery from that specified herein does not constitute a ground for rejection. The Purchasing Entity may treat any deterioration of the goods as entitling the Purchasing Entity to the rights resulting from a casualty to the identified goods without regard to whether there has been sufficient deterioration so that the goods no longer conform to the contract.

4.4. PRICE; TAXES; PAYMENT. The price quoted is for the specified delivery, and, unless otherwise specified in the

contract, is F.O.B. to the delivery address specified above. Unless otherwise specified in a Participating Addendum, the price does not include applicable federal or State sales, use, excise, processing or any similar taxes, or duty charges, which shall be paid by the Purchasing Entity, or in lieu thereof, the Purchasing Entity shall provide vendor with a tax exemption certificate acceptable to the applicable taxing authority.

VENDOR INFORMATION RESPONSE

Vendors shall complete and return this form in their proposal.
If the proposal includes subcontractors, form must be completed for each subcontractor as well.

1. VENDOR CONTACT INFORMATION

1.1 COMPANY NAME AND CONTACT INFORMATION:

The information provided in the table below shall be used for development of the contract, if awarded.

Requested Information	Response
Company Name:	
Company Street Address:	
City, State, Zip Code:	
Telephone Number, including area code:	
Toll Free Number, including area code:	
Email Address:	

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

Requested Information	Response
Name:	
Title:	
Address:	
City, State, Zip Code:	
Email Address:	
Telephone Number, including area code:	
Toll Free Number, including area code:	

2. VENDOR INFORMATION

2.1 Vendors shall provide an overall company profile in the following table:

Question	Response
Company Name:	
Ownership (sole proprietor, partnership, etc.):	
State of Incorporation:	
Date of Incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters, to include City and State:	
Location(s) of the office that shall provide the services described in this RFP:	
Number of employees locally with the expertise to support the requirements identified in this RFP:	
Number of employees nationally with the expertise to support the requirements in this RFP:	
Location(s) from which employees shall be assigned for this project:	

2.2 VENDOR LICENSING

2.2.1 **Please be advised:** Pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

2.2.2 The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS 76. Information regarding the Nevada Business License can be located at http://nvsos.gov.

Question	Response			
Nevada Business License Number:				
Legal Entity Name:				
Is the Legal Entity Name the same name as vendor is Doing Business As (DBA)?	Yes	◯	No	◯
If the answer is 'No', provide explanation below:				

2.3 STATE OF NEVADA EXPERIENCE

Question	Response			
Has the vendor ever been engaged under contract by any State of Nevada agency?	Yes	◯	No	◯

2.3.1 If 'Yes', complete the following table for each State agency for whom the work was performed.

2.3.2 Table can be duplicated for each contract being identified.

Question	Response
State Agency Name:	
State Agency Contact Name:	
Dates Services Were Performed:	
Type of Duties Performed:	
Total Dollar Value of the Contract:	

2.4 CURRENT OR FORMER EMPLOYEE

Question	Response			
Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?	Yes	◯	No	◯
If 'Yes', please explain when the employee is planning to render services; i.e., while on annual leave, compensatory time, or on their own time?				

2.4.1 If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response to this RFP, and specify the services that each person shall be expected to perform.

2.5 PRIOR OR ONGOING CONTRACTUAL ISSUES

2.5.1 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.

2.5.2 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 shall also be disclosed.

Question	Response			
Does any of the above apply to your company?	Yes	◯	No	◯

2.5.3 If 'Yes', please provide the information in the table below.

2.5.4 Table can be duplicated for each issue being identified.

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

3. PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD

Using agencies may desire to use a Procurement Card as a method of payment to vendors.

PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD				
Question	Response			
Please indicate if you will accept this method of payment?	Yes	◯	No	◯

4. NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION

Requested Information	Response
Name:	
Title:	

4.1 SIGNATURE OF INDIVIDUAL AUTHORIZED TO BIND THE VENDOR

Individual shall be legally authorized to bind the vendor per NRS 333.337	
Signature:	
Date:	

VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

1. Any and all prices that may be charged under the terms of the contract do not and shall 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, shall 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, shall 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 shall 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 shall be in writing and included in the proposal at the time of submission.

7. Each vendor shall 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 shall 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 shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall 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 disability of another nature.

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 shall 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 shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

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

Company Name:	
Print Name:	
Signature:	
Date:	

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 shall not be accepted by the State of Nevada. Pursuant to NRS 333.333, only proprietary information 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 vendor proposals become public information.

In accordance with the submittal instructions of this RFP, vendors are requested to submit confidential information in separate files flagged as confidential in NevadaEPro.

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling requirements, proposals shall 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 shall be in an open meeting format, the proposals shall 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 shall constitute a complete waiver, and all submitted information shall 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.

If this proposal contains Confidential Information, Trade Secrets and/or Proprietary information. Please initial the appropriate response in the boxes below and provide the justification for confidential status. Attached additional pages if necessary.

Proprietary Information	Yes	◯	No	◯
Justification for Confidential Status:				
Company Name:				
Signature:				
Print Name:				
Date:				

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name:	
Project Title:	
Print Name of Official Authorized to Sign Application:	
Signature of Official Authorized to Sign Application:	
Date:	

ATTACHMENT E

VENDOR PROPOSAL

Proposal to

The State of Nevada Department of Administration, Purchasing Division

In conjunction with NASPO ValuePoint

Part 1

Section 10.2, Technical Proposal
Section 10.6, Signed Attachments

JUSTICE SYSTEMS CORP

SECURITY DESIGN-BUILD • SERVICE

Nevada Solicitation Number 99SWC-S1820

NASPO ValuePoint Master Agreement

for Security & Fire Protection Services

Justice Systems Corporation
February 23, 2023

NASPO ValuePoint

THE GREAT SEAL OF THE STATE OF NEVADA

Part I
Section 10.2
10.2A Title Page with Cover Letter

February 23, 2023
Nancy Feser
Nevada State Purchasing Division
515 E. Musser St, Suite 300
Carson City, NV 89701

Subject:
Nevada Request for Proposal 99SWC S1820
NASPO ValuePoint Master Agreement for
Security & Fire Protection Services

JUSTICE SYSTEMS CORP
SECURITY DESIGN-BUILD • SERVICE

Dear Nancy:

This submits Justice Systems' proposal to continue our product and service offerings under the NASPO ValuePoint Master Agreement for Security & Fire Protection Services for the 2023 28 agreement. We specifically propose the following scope categories:

› Category 12, Access Control Systems

› Category 13, Burglar Alarm System

› Category 14, Surveillance Services and Equipment

› Category 15, High Security Control Systems

Although our offering is Nationwide, over the 2017 23 agreement, Justice Systems predominantly served Washington, with Participating Agreements as well in Nevada and Idaho. We also provide services to California, Oregon, and Hawaii and seek to market the NASPO ValuePoint agreement to those agencies. We expect our geographic region to expand over the life of the 2023 28 agreement.

We seek to translate our success marketing new participation in Washington State to our agency clients in other states. Continue expanding our NASPO ValuePoint Agreement usage beyond public safety to all government agencies throughout a wider region.

Washington State's Department of Corrections (DOC) and Department of Social and Health Services (DSHS) heavily rely upon Justice Systems' services under the NASPO agreement for security system upgrades and systems maintenance. King County, Island County, and other local agencies in Washington do as well. Now we serve airports, 911 centers, courts, administration buildings, and general government of all types. With our 2023 28 proposal, Justice Systems seeks to:

- Translate our success marketing new participation in Washington State to our agency clients in a broader region, and
- Continue expanding beyond our initial public safety specialty to all government agencies, facility types, and system categories.

Why Justice Systems?

Our mission has expanded beyond public safety to security for all government agencies. Our prime contractor and cutover experience from high security controls brings value to access controls, burglar alarms, and surveillance services for all government facilities.

The following features and benefits distinguish Justice Systems from others seeking award in Categories 12 15:

- We bring 6 years' track record of **timely quarterly reporting and payment of fees** under the 2017 23 agreement to both NASPO ValuePoint and our participating entities, assuring that NASPO ValuePoint and participating entities will continue to receive prompt reporting and payment.
- **We conform to all requirements** of this RFP and **take no exceptions** to the 2023 28 Master Agreement. We have found the NASPO ValuePoint agreement amenable to our system upgrade, construction oriented projects. By mutually negotiating measurement and payment terms that recognize the extended nature of the work, agencies assure that they pay only as milestones are completed.
- Prime contract management is essential to many projects. As a licensed general contractor in multiple jurisdictions, we have executed and managed dozens of subcontracts for ancillary remodeling, mechanical work, and disciplines. We have successfully managed over one hundred subcontracts for electrical rough in, structured cabling, and power distribution. This assures the agency a **single-point of responsibility for coordination and overall performance**.
- Our design build qualifications are unique Justice Systems being the only security systems integrator to be also **licensed as an engineering firm with a design consulting background**. We are insured for any errors and omissions on our design and design build projects.
- As **professional engineers**, we routinely assist agencies in the design, planning, and budgeting of security system projects frequently without charge. This allows them to develop and submit funding requests without the expense and delay of an outside consultant and **substantially reduces the time and expense of project initiation** for the agency.
- We have performed **numerous comparable engagements** over the 2017 23 NASPO ValuePoint Agreement and **demonstrated competence with all four system categories**: Categories 12 15. Although we began under High Security Control Systems (Category 15), our largest category is now Surveillance Services and Equipment (Category 14).
- Previously specializing in high security controls and surveillance services, **we have also broadened to a substantial volume in Access Controls (Category 12) and Burglar Alarms (Category 13)**. In addition to public safety facilities, we now serve airports, 911 centers, courts, administration buildings, and general government of all types.

› With the 2023 28 NASPO ValuePoint Agreement **we seek to translate our success marketing NASPO ValuePoint in Washington State to agency clients in other states**. Beginning in public safety, we have just begun to expand our NASPO ValuePoint Agreement usage to general government throughout a wider region. These are goals on our near horizon.

We routinely assist our client agencies in the design, planning, and budgeting of security system projects – frequently without charge. This allows them to make funding requests without days without the expense and delay of an outside consultant.

Our Proposal Has Four Sections

The Table of Contents (10.2B) following this Cover Letter (10.2A) organize this proposal into four parts:

1. Section 10.2, Technical Proposal, and Section 10.6 Signed Attachments, which are public. Most content is within this first part. After the Table of Contents comes Sections 10.2C through 10.2F. Within those sections, we have retained RFP paragraph numbering. To not breakup the flow, we attach Business References and Key Personnel Resumes at the end of 10.2. To reduce sections, we included 10.6, Signed Attachments, in this first part of our proposal.
2. Section 10.3, Technical Proposal Proprietary, which is confidential. This part contains an expanded version of this same Cover Letter, but with proprietary sales and revenue information.
3. Section 10.4, Cost Proposal, which is public.
4. Section 10.5, Financial Information, which is confidential.

Finally, we bring your attention to the Cross Matrix Reference for Evaluators after the Table of Contents. The matrix shows evaluators where to quickly find the material for each scoring category within our proposal. We hope you find it useful in speeding your evaluation.

We ask for your award for Categories 12 15 in Nevada Request for Proposal 99SWC S1820. Thank you.

Sincerely,

Paul Allyn, President, PE
Justice Systems Corporation
3902 West Valley Hwy N, Suite 306
Auburn, WA 98001
http://justicesys.com
P: 253.981.4398
C: 425.890.1300
E: pallyn@justicesys.com

Part I
Section I

10.2B - Table of Contents with Cross-Reference Matrix for Evaluators

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Part 2

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Part 3

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Part 4

Section 10.5 - Financial Information - Confidential

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Cross-Reference Matrix for Evaluators

Excluding Pass/Fail, Confidential Financial Information, which is provided in Part 4, Section 10.5.

EVALUATION CRITERIA	PART/ SECTION	PARAGRAPH	SCORE
Conformance with Terms of the RFP			
Conformance with the Terms of this RFP (C.) By taking no exceptions to the terms and conditions of this RFP and all its attachments, Justice Systems fully conforms with the terms of the RFP and seeks to maximize our Conformance Score.	1 / 10.2	› 10.2C, Response to Minimum Requirements - All requirements (8.2 through 8.9) › 10.2D, Response to Critical Items - 9.1 through 9.5 - 9.7, Subcontractors - 9.8, Key personnel duties - 9.10, No exceptions statement - 9.11, Price & rate guarantee period	
Reporting			
Reporting (D.)	1 / 10.2	› 10.2D, Response to Critical Items - 9.3, Administrative Fees & Reporting - 9.4, Promotion of the Agreement	
Category 12, Access Control Systems			
Demonstrated Competence Access Controls (A.)	1 / 10.2	› 10.2E, Response to Scope of Work - 2.13, Category 12 Access Control Systems	
Experience in Performance of Comparable Engagements (B.)	1 / 10.2	› Attachment 1, Reference #s 1, 2 & 3	
Sales Volume	2 / 10.3	› Overall Company Revenue › Table 5	
Category 13, Burglar Alarm Systems			
Demonstrated Competence Burglar Alarms (A.)	1 / 10.2	› 10.2E, Response to Scope of Work - 2.13, Category 13 Burglar Alarm Systems	
Experience in Performance of Comparable Engagements (B.)	1 / 10.2	› Attachment 1, Reference #s 1 & 2	
Sales Volume	2 / 10.3	› Overall Company Revenue › Table 5	

Category 14, Surveillance Services and Equipment			
Demonstrated Competence Surveillance Services (A.)	1 / 10.2	› 10.2E, Response to Scope of Work - 2.14, Category 14 Surveillance Services & Equipment	
Experience in Performance of Comparable Engagements (B.)	1 / 10.2	› Attachment 1, Reference #s 3 6 & 8	
Sales Volume	2 / 10.3	› Overall Company Revenue › Table 3	
Category 15, High Security Control Systems			
Demonstrated Competence High Security Control (A.)	1 / 10.2	› 10.2E, Response to Scope of Work2.15, Category 15 High Security Control Systems	
Experience in Performance of Comparable Engagements (B.)	1 / 10.2	› Attachment 1, Reference #s 3 & 6 10	
Sales Volume	2 / 10.3	› Overall Company Revenue › Table 4	
Cost Scoring			
Average of Labor and Support Rates (1.)	3 / 10.4	› Cost Schedule, 12.1.1 thru 12.1.9 › Cost Schedule, 13.1.1 thru 13.1.9 › Cost Schedule, 14.1.1 thru 14.1.9 › Cost Schedule, 15.1.1 thru 15.1.9	
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Part I
Section 10.2
10.2C - Response to Mandatory Minimum Requirements

8. MANDATORY MINIMUM REQUIREMENTS

8.1. Pursuant to NRS 333.311 a contact cannot be awarded to a proposal that does not comply with the requirements listed in this section. Offeror will confirm that they will comply with each of the requirements in Section 8 as reflected herein.

8.2. NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339, any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages. This requirement is applicable to a Master Agreement executed under this solicitation. Each Participating Addendum will be subject to the laws required by the Participating Entity.

Justice Systems will comply.

8.3. NON APPROPRIATION. The continuation of a contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by state legislature(s) and/or federal sources. The Lead State may terminate a contract, and contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting agency funding from state and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

Justice Systems will comply.

8.4. NO BOYCOTT OF ISRAEL. Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).

Justice Systems agrees.

8.5. CONTRACT RESPONSIBILITY. Awarded vendor shall be the sole point of contract responsibility. The Lead State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non performance of any or all subcontractors.

Justice Systems will comply.

8.6. DATA ENCRYPTION. Justice Systems will comply with Lead State IT requirement that data be encrypted in transit and in rest.

Justice Systems will comply.

8.7. STATESIDE DATA. Justice Systems will comply with Lead State IT requirement that data assets must be maintained stateside, and data will not be held offshore.

Justice Systems will comply.

8.8. NEVADA BUSINESS LICENSE. Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a Nevada State business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b).

Justice Systems holds active Nevada Business License NV20071308625.

8.9. DISCLOSURE. Each offeror shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the offeror or in which the offeror has been judged guilty or liable.

Justice Systems complies. We have no prior or ongoing contract failures or contract breaches. We have no civil or criminal litigation or investigations prior or pending.

10.2D - Response to Critical Items

9. CRITICAL ITEMS

9.1. In addition to the Scope of Work and other attachments, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring the proposal. Offeror proposal should address items in this section in enough detail to provide evaluators an accurate understanding of offeror capabilities. Proposals that fail to sufficiently respond to these items may be considered non responsive.

9.2. NASPO ValuePoint MASTER AGREEMENT STATEMENT OF COMPLIANCE

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

Justice Systems agrees to be bound to all the terms and conditions in the Master Agreement. As stated in 9.10, we take no exceptions to the RFP terms and conditions.

Justice Systems understands we will negotiate additional terms and conditions when executing Participating Addenda with Participating Entities, but all Participating Addenda we have executed to date have been agreeable as written.

9.2.2. The Master Agreement will include, but not be limited to, the attached NASPO ValuePoint Master Agreement Terms and Conditions and Lead State specific terms and conditions required to execute a master agreement, 99SWC S1820 Scope of Work, and selected portions of the offeror Proposal.

Justice Systems agrees to execute the Master Agreement and be bound by all its terms and conditions. As stated in 9.10, we take no exceptions to the RFP terms and conditions.

9.2.3. Offerors must include a statement in their Proposal that they have read and understand all terms and conditions and will comply fully.

Justice Systems has read and understood all Master Agreement terms and conditions and will comply fully.

9.3. NASPO ValuePoint ADMINISTRATIVE FEE AND REPORTING REQUIREMENTS

9.3.1. To be eligible for award, the vendor agrees to pay a NASPO ValuePoint administrative fee as specified in Section 5 of the NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed by Section 5 of NASPO ValuePoint Master Agreement Terms and Conditions.

Justice Systems brings 6 years' track record of timely quarterly reporting and payment of fees under the 2017-23 agreement to both NASPO ValuePoint and our participating entities. Per agreement, no later than thirty (30) days following the end of each calendar quarter, Justice Systems:

9.3.1 Sales Data Reporting. Reports to NASPO ValuePoint and all Participating Addenda partners all Orders it has invoiced the ordering entity ("Sales Data").

5.3.2 Summary Sales Data. Reports Sales Data cumulative totals by state, using the reporting tool or template.

5.2.1 NASPO ValuePoint Fee. Pays the 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 – usually within thirty (30) days.

5.2.2 State Imposed Fees. Pays the Participating Entity administrative fees no later than sixty (60) days following the end of each calendar quarter – usually within thirty (30) days.

Justice Systems agrees to continue reporting summary and detailed usage, as well as paying the administrative fees, specified in Section 5 of the NASPO ValuePoint Master Agreement Terms and Conditions (or any other clauses) and all Participating Addenda.

9.3.2. Contractor will be required to provide reporting contact within 15 days of Master Agreement execution. This information must be kept current during the contract period.

Justice Systems' bookkeeper, Jennifer Dobbins, has been responsible for providing the mandatory usage reports and keeping the information current since August 2022, taking over for Debbie Castle. Assuming award, she will continue as Justice Systems' reporting contact.

9.4. PROMOTION OF THE NASPO ValuePoint MASTER AGREEMENT

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

A. Describe experience working with contracting cooperatives.

Justice Systems has held the NASPO ValuePoint Master Agreement 3407 since August 2017 including two 1-year extensions. Our agreement expires July 30, 2023.

Washington State's Department of Corrections (DOC) and Department of Social and Health Services (DSHS) heavily rely upon Justice Systems' services under the NASPO ValuePoint agreement for security system upgrades and systems maintenance, as well as many local agencies in Washington. Those agencies also rely upon Justice Systems' assistance with design, planning, and budgeting – a side benefit that we offer.

B. List the cooperatives through which you currently have a contract and provide sales volume information for each. Identify any restrictions on pricing and sales imposed by your other cooperative contracts.

NASPO ValuePoint is our only cooperative agreement. Consequently, we market our client agencies to obtain our services through NASPO ValuePoint and our Participating Entities. Our 2020-22 sales volume within Washington state under the agreement has been substantial. See confidential Section 10.3 for sales volume amounts.

C. Describe how you intend to market your Master Agreement and encourage participation among potential Participating Entities, including state governments.

Previously specializing in high security controls and surveillance services, under the 2017-23 agreement, we broadened to a substantial amount of access controls and burglar alarms as well. We now serve airports, 911 centers, courts, administration buildings, and general government of all types. Surveillance services is actually our largest category and we have substantial volume in access controls and burglar alarms. Thus, we request award for 2023-28 in all four categories (Categories 12-15).

D. Describe how you intend to encourage usage of your Master Agreement by Purchasing Entities.

With the 2023-28 NASPO ValuePoint agreement, Justice Systems also seeks to translate our success marketing new participation in Washington State to agency clients in a broader region. In 2020, we successfully brought two Washington Counties into the Participating Addendum primarily to obtain Justice Systems' services – King County and Island County. With less success, we also proposed NASPO ValuePoint to several of our client agencies in California, Oregon, and Hawaii. We will redouble those pursuits.

E. Describe your approach to negotiation of Participating Addenda. Describe the extent to which you provide Participating Entities flexibility in incorporating entity specific language into their Participating Addenda. Do you require entities to provide statutory citations for specific language?

We expect to expand our geographic region over the life of the 2023-28 agreement. We provide great flexibility in incorporating entity-specific language into Participating Addenda and do not require entities to provide statutory citations for specific language.

9.5. INSURANCE SCHEDULE. To be eligible for award, offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity state at the prescribed levels set forth in Insurance Schedule attachment. Describe your insurance or plans to obtain insurance satisfying the requirements, including ensuring that the named insured matches the offeror business name.

Justice Systems will maintain the coverages required by the Insurance Schedule throughout the duration of the agreement. Due to umbrella policies, our coverages exceed those in the schedule. For design-build services, Justice Systems insures our designs through professional liability coverage. To our knowledge, we are unique in providing this additional coverage.

Justice Systems also provides performance and payment bonds on many projects for an additional fee of under 2 percent. We often couple those with a retention bond at our own expense. Since retention bonds vastly simplify retainage accounting for both the agencies and ourselves, we substitute them for withheld retainage whenever possible.

On each project, we inform our insurance broker of any specific coverages and the client agency's name. They then make the agency a "named insured" and issue a certificate for coverage at the outset of the project.

9.6. VENDOR BACKGROUND

9.6.1. Provide a description of vendor background and history and explain how vendor is qualified to provide the services described in this RFP.

Our mission has expanded beyond security systems for public safety facilities. Today, we provide the following two main categories of service to all government facilities:

- **Total Systems Delivery. Complete turnkey upgrade, replacement, and/or expansion services, including all aspects of design and construction (design-build) for access controls, burglar alarms, surveillance systems, and/or high security controls – particularly when integrated together.**
- **Systems Repair and Maintenance. System evaluations, replacement planning, scheduled maintenance and upgrade, on-call emergency services, and full maintenance contract services for access controls, burglar alarms, surveillance systems, and/or high security controls.**

Our design-build qualifications are unique – Justice Systems being the only high security controls integrator to be also licensed as an engineering firm with a design consulting background. We are insured for any errors and omissions on our design-build projects.

We routinely assist our client agencies in the design, planning, and budgeting of security system projects – frequently without charge. This allows them to make funding requests without days without the expense and delay of an outside consultant.

Justice Systems is one of few security systems contractors with a full-time service department. We maintain a 365/24/7 help line and stocked vans with commonly required emergency spare parts and specialty test equipment. Each technician has all the requisite requirements for security clearances and experience with all system categories. Our staff is certified in the systems that we install and maintain.

9.6.2. Provide a brief description of the length of time vendor has been providing services described in this RFP to the public and/or private sector.

Since 1994 Justice Systems has been providing design and engineering services for security systems to the public sector. Our intent upon founding, however, was to expand into design-build services of those same security systems. Our additional services (construction and maintenance) services began in 2000. In 2006, we began focusing primarily on design-build and reduced professional services only to assisting client agencies with planning and design-build.

Up until 2017, we specialized in public safety facilities (hence our name "Justice Systems"). A large component of electronic security systems within government agencies resides within public safety and justice facilities. Prior to 2017, NASPO ValuePoint did not have Category 15, High Security Control Systems. During the RFI phase of that last agreement,

Justice Systems advised Nevada and NASPO ValuePoint of this specialty and its market size, and proposed this new category. Nevada and NASPO ValuePoint agreed and adopted what is now Category 15.

Justice Systems has held the NASPO ValuePoint Master Agreement 3407 since August 2017 including two 1-year extensions. Our agreement expires July 30, 2023. We have always specialized in high security controls and surveillance services. However, under the agreement, we broadened to a substantial amount of access controls and burglar alarms as well. Thus, we are requesting award for this new agreement term in all four categories.

9.6.3 Vendor Profile

A. Your company's full legal name
Justice Systems Corporation

B. Primary business address
3902 West Valley Hwy N, Suite 306
Auburn, WA 98001

C. Ownership structure
Subchapter S

D. Employee size (number of employees)
8 (excluding subcontractors and available IBEW electricians)

E. Website
www.justicesys.com

F. Sales contact information
Paul Allyn
(425) 890-1300

G. Three year client retention rate
90% plus

H. Three year growth
200%

I. Year founded
1994

9.7. SUBCONTRACTORS

9.7.1. Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.

Our deep experience and qualifications managing subcontractors allows Justice Systems to perform all manner of security upgrades. Performing as prime contractor for the majority of our projects provides client agencies a single-point of responsibility for coordination and overall performance.

9.7.2. Proposal should include a completed Attachments for Signature document for each subcontractor.

Specific subcontractors will be added only with prior approval of the Participating Entities for individual projects as needed for project scope. Agency approval is required prior to subcontractor commencing work.

Justice Systems will notify the using agency of the intended use of any subcontractors not identified within our original proposal and provide the information requested in the RFP in Section 4.5.1a, Subcontractor Information.

In general, Justice Systems will subcontract:

- **Signal raceways and pathway installation (i.e., electrical rough-in),**
- **Structured cabling systems installation,**
- **Ancillary cooling and/or fire protection**
- **Detention hardware and/or commercial hardware**
- **Minor remodeling and/or millwork (control rooms or equipment spaces)**
- **Ancillary power distribution and surge protection**
- **Other ancillary work as required**

Being an IBEW union shop ourselves, for electrical subcontractors Justice Systems prefers other IBEW union contractors (and is obligated to first consider them). For other trades, union affiliation is less of a consideration, although nearly all our projects pay prevailing wages. Our primary evaluation factors are recent, direct experience and availability of resources to meet schedule.

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

Justice Systems subcontracts using standard Association of General Contractors (AGC) subcontractor agreements. We require a signed subcontract and insurance certificate with the agency as the named insured before the commencement of work. Depending on the project, we also require schedule, schedule of values, safety plan, etc..

9.7.4. Vendor shall provide any subcontract documentation (contract, scope of work, etc.) and disclosures as soon as practicable if there is a request for activities which are to be subcontracted at a later date.

We disclose subcontractors and provide their quotes to the Participating Entity in our proposals.

9.7.5. Offeror proposal shall identify specific requirements of the project for which each subcontractor shall perform services.

A. How the work of any subcontractor(s) shall be supervised

Supervision stems from tracking against subcontract scope of work and schedule, compliance review of subcontractor submittals, inter-trade coordination, and frequent inspection/ observation – both in the office and the field.

In the field, Justice Systems performs traditional general contractor functions, supervising subcontractors on a daily basis, daily or weekly meetings, overseeing schedule, overseeing safety, communicating with the Owner, etc.

B. How channels of communication shall be maintained

Communications is supported through various meetings (pre-construction, pre-installation, weekly, etc.), minutes, and action item tracking.

Internally, Computer Ease project management (and accounting) software tracks submittals, requests for information (RFIs), requests for change (RFCs), change orders, and meeting minutes / action items status – both at the prime and subcontract level. Computer Ease also allows for resource and subcontractor planning. Microsoft Project provides critical path scheduling.

At the Participating Entity level, Justice Systems conveys subcontractor communications via the agency desired collaboration method (discreet emails, entry into its collaboration software, etc.). For agencies without in-house collaboration systems on larger projects, subscription collaboration software may be employed (Submittal Exchange).

C. How compliance with contract terms and conditions will be assured

If necessary (and it seldom has), subcontract enforcement measures provide leverage for enforcement of contract compliance (e.g., notices to cure, payment withholds, etc.).

D. Previous experience with subcontractor(s)

Justice Systems has executed and managed over two hundred subcontracts for electrical rough-in, structured cabling, and ancillary power. Justice Systems is also a licensed general contractor in multiple jurisdictions and has executed and managed dozens of subcontracts for ancillary remodeling, mechanical work, and other categories listed. Over the last 15 years, we have not had a subcontractor fail to complete its scope within contract value and reasonably on time, nor to honor the quality of its work.

E. Confirm a willingness to provide the full subcontract between the vendor and subcontractor(s) for review if requested by a Purchasing Entity

Having already provided our subcontractor quotes to the Participating Entity, we are completely willing to share the subcontract documents.

9.8. VENDOR STAFF RESUMES

9.8.1. A resume shall be included for each proposed key personnel, see Proposed Staff Resume.

Justice Systems hereby incorporates the following key personnel into our proposal and shall not seek to replace these personnel without following the agreement procedures:

- **Paul Allyn, President / Project Manager / Project Engineer**
- **Tom Finneran, Service Manager / Project Manager**

Section 10.2, Attachment 2 provides resumes for these key personnel.

9.8.2. A resume shall also be included for any proposed key subcontractor personnel.

Specific subcontractors will be added only with prior approval of the Participating Entities for individual projects as needed for project scope. Key personnel resumes shall accompany those requests.

9.8.3. Key Personnel. For the purposes of this section, Key Personnel is defined as the national contract manager(s) and point(s) of contact for a Master Agreement. Lead State reserves the right to accept or reject any proposed Key Personnel and to require replacement of Key Personnel. Contractor shall replace Key Personnel when needed with personnel having equivalent education, knowledge, skills, ability, and experience. Contractor must notify Lead State in writing of change in Key Personnel which Lead State, in its sole discretion, may accept. If at any time contractor provides notice of permanent removal or resignation of Key Personnel, new Key Personnel must be designated immediately, and a written transition plan must be provided. Key Personnel requirements are as follows.

A. Key Personnel must respond to all inquiries from Lead State, Participating Entities, and Purchasing Entities within 2 business days.

Our President will personally continue to respond to all inquiries from the Lead State, Participating Entities, and Purchasing Entities within 2 business days, if not much sooner.

B. Key Personnel must be capable of responding to all inquiries related to the contract, or capable of directing an inquiry to appropriate contractor personnel, within 2 business days.

Our President will continue to personally respond to inquiries within 2 business days, if not much sooner.

C. Key Personnel must have experience in managing a national cooperative contract that is satisfactory in the sole discretion of the Lead State.

Our key personnel have successfully managed Justice Systems' NASPO ValuePoint cooperative contract since 2017. Our current key personnel have substantially expanded our agreement sales volume and obtained high marks for customer satisfaction from all Participating Entities.

9.8.4. Participating Entities and Purchasing Entities may elect to identify other requirements for personnel assigned to a Participating Entity or Purchasing Entity in a Participating Addendum or Order.

Justice Systems' personnel are selected for clear criminal histories on background checks in order to work in justice facilities. As Washington State requires State contractors to have COVID vaccinations, all personnel are currently vaccinated. We understand that Participating Entities and Purchasing Entities may elect to identify other requirements for our assigned personnel and will negotiate those during the proposal phase.

9.9. CUSTOMER SERVICE

9.9.1. What is the coverage area of your services?

Although our offering is Nationwide, over the 2017-23 agreement, Justice Systems predominantly served Washington, with Participating Agreements in Nevada and Idaho. We would like our geographic region to expand with the 2023-28 agreement to include California, Oregon, Hawaii, and potentially other states.

9.9.2. What are your hours of operation and when are key account people available to us across time zones?

During business hours (8 am to 5 pm, M-F), Justice Systems' key people are available by main number, cell number, and email. After hours, Justice Systems maintains a call service and call tree that clients receive with a 24/7/365 toll-free number. Those calls are answered within 30 minutes by the person assigned.

9.9.3. Describe how problem identification and resolution will be handled.

Justice Systems strongly prefers remote access through VPN arranged with and secured by the Participating Entity's IT department. This allows remote problem identification, in conjunction with the Participating Entity. If not solvable remotely, Justice Systems then responds in person within the response time agreed upon in the Participating Addendum or individual project.

9.9.4. How will you service the Lead State and any Participating Addenda accounts? Describe the system you will use to manage the Lead State and any Participating Addendum account.

Accounts are managed by engineering during the proposal and contracts stage, then handed off to operations after award for implementation. All project management, job costing, and billing is performed in Computer Ease software. Computer Ease's service management module provides work order tracking, as well service job costing and billing.

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

Service issues are responded to through normal channels above within the upon response time agreed upon in the Participating Addendum or individual project. Where a warranty exists, a determination is made after diagnosis of the problem as to warranty coverage. Otherwise, the issue is handled as a service call.

Complaints other than service issues are elevated to the President, where facts are gathered, questions and explanations are pursued from the complainant, and contracts reviewed. Then a conference is held with the persons involved to evaluate solutions. The President then sees that these solutions are implemented.

9.9.6. How do you assess customer satisfaction?

By the frequency of repeat business and referrals, particularly the opportunity to provide service. We openly, periodically asking our customers for a verbal assessment (i.e., "how are we doing?"). Justice Systems also self-assesses its service quality (number of warranty calls or callbacks, for example), responsiveness, disruption to operations, and level of support after project completion.

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

Justice Systems internally bench tests against developed test procedures by "two sets of eyes" and repeats testing until all items are corrected. This testing is often followed by Owner-witnessed bench testing and any further corrections. Justice Systems then field tests in advance of "hot cutover" to the greatest degree practical. When the Owner is satisfied and approves "cutover ready," functions are often tested in use shortly after their replacement. Finally, projects are wrapped up with formal acceptance testing – sometimes continuous operational testing where specified.

9.10. EXCEPTIONS TO TERMS AND CONDITIONS

9.10.1. The Lead State discourages exceptions to contract terms and conditions in the RFP and the NASPO ValuePoint Master Agreement Terms and Conditions. Exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Lead State (and its evaluation team), the proposal appears to be conditioned on the exception or correction of what is deemed to be a deficiency or unacceptable exception would require a substantial proposal rewrite to correct. Any exceptions to the Cost Schedule will not be accepted. If a vendor feels exceptions are necessary to submit a proposal, they should be submitted as redlines to the applicable document in Word format. If a vendor is rejecting language, alternative language must be proposed.

By taking no exceptions to the terms and conditions of this RFP and all its attachments, rest assured that Justice Systems fully conforms with the terms of the RFP. We have sought to be in complete conformance and to maximize our Conformance Score.

9.10.2. Offerors should identify or seek to clarify any problems with contract language, or any other document contained within this RFP during the Q&A.

The Q&A responses clarified all issues for Justice Systems. We have incorporated the few amendments from those responses into this proposal. Justice Systems takes no exceptions to the terms and conditions of this RFP.

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

Justice Systems takes no exceptions to the terms and conditions of this RFP.

9.11. PRICE AND RATE GUARANTEE PERIOD. All prices and rates offered shall be guaranteed for the first two years of the Master Agreement. Any request for price or rate adjustment following that initial two years shall be limited to one request for increase annually thereafter, as detailed in Section VI of the NASPO ValuePoint Master Agreement Terms and Conditions. Any request for a price increase must include justification and will be approved or denied at the sole discretion of the Lead State.

Justice Systems guarantees all prices and rates in our proposal for the first two-years of the Master Agreement. We understand that requests for price or rate adjustment following that initial two-years shall be limited to one request for increase annually and must include justification. We further understand that requests will be approved or denied at the sole discretion of the Lead State.

9.12. VENDOR FINANCIAL INFORMATION

See Section 10.5, Vendor Financial Information.

9.13. BUSINESS REFERENCES

9.13.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.

Justice Systems requests that Section 10.2, Attachment 1, Projects for Business References, be public for the review of Participating Entities after potential award.

9.13.2. Offerors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years, see Reference Questionnaire.

Section 10.2, Attachment 1, Projects for Business References, provides ten (10) project references demonstrating our experience in the performance of comparable engagements. These project descriptions follow the format of RFP 3407 from 2017.

Our substantial experience in all four system categories – and their integration as one system – qualifies Justice Systems as a rounded security systems design-build vendor for Service Categories 12-15.

9.13.3. The purpose of these references is to document relevant experience and aid in the evaluation process.

9.13.4. Business references should return Reference Questionnaire directly to Single Point of Contact via email.

9.13.5. Business references will not be accepted directly from proposing vendor.

9.13.6. The Lead State will not disclose submitted references but will confirm if a reference has been received.

9.13.7. The Lead State reserves the right to contact references during evaluation.

Primary contacts from Projects 1-10 were sent the Reference Questionnaire and asked to return their completed form directly to Nancy.

10.2E - Response to Scope of Work

1. Overview

1.1 & 1.6. Categories

Justice Systems hereby submits our products and services for the following scope categories:

- **Category 12, Access Control Systems**
- **Category 13, Burglar Alarm Systems**
- **Category 14, Surveillance Services and Equipment**
- **Category 15, High Security Control Systems**

1.3. Geographic Locations

Justice Systems currently provides products and services for the states of Washington, Nevada and Idaho, as well as California, Oregon, and Hawaii. Our geographic region may expand over the life of this agreement. We are headquartered in Auburn, Washington.

Translate our success marketing new participation in Washington State to our agency clients in California and Oregon. Continue expanding beyond public safety to all government agencies throughout this region.

1.4 Universal Requirements

For all proposed service categories, Justice Systems:

1.4.1. Ensures that the facilities are in compliance with all existing Participating Entities rules and regulations;

1.4.2. Will 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;

1.4.3. Ensures all services are conducted by a State Certified/Licensed Technician;

1.4.4. Ensures all services are conducted in accordance with any certification requirements within Participating Entitles;

1.4.5. Ensures all equipment is compatible to the best industrial standards and must function as designed after installation;

1.4.6. Will not apply surcharges for transportation, fuel, energy, insurance or any other reason throughout the duration of the contract(s); and

1.4.7. Shall ensure permits must be current and remain current.

1.4.8. Will discuss findings with the Participating Entity's point of contact prior to leaving site and submit a report including the findings no later than 24 hours after inspection.

1.4.9. Shall include the cost of initial inspection, any required maintenance, and any needed follow-up inspections (at no additional cost for the follow up inspection) for all inspections performed.

1.4.10. Will be an authorized reseller of any manufacturer brand offered and will make certification available to Participating Entities upon request.

1.4.11. Will not allow any part of the resulting contract from this solicitation be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States.

1.4.12. May offer additional services as related to awarded categories;

System Upgrades. We typically help agencies formulate projects based on known problems. We arrange a facility walk-through, observe the issues, and examine the system. If upgrades are called for, we provide a written system evaluation inclusive of our findings, engineered scope statement, not-to-exceed budgetary estimate, and expected duration of project (frequently without charge). If and when funds are secured, we firm up proposal language, proposed products, price proposals, and schedules. Upon receipt of agreement, we proceed into detailed engineering, submittals, project planning, pre-project meetings, and subcontracting (when applicable). Under competitive procurements, we can also assist with request for proposal (RFP) language.

Service. Experience has proven that preventative maintenance of these systems reduces or eliminates expensive, unplanned, emergency visits. We typically recommend quarterly or twice yearly preventative maintenance visits, during which routine checks, diagnostics, routine backups, and other procedures are completed, and any backlogged repairs performed. Between visits, with remote access to the system under agency Internet security procedures, we can remotely train, assist, and diagnose problems, before responding in person at higher cost.

1.5. Contract Usage

Justice Systems has 6 years' contract usage experience under these terms with dozens of State and Local agencies, having significantly used our NASPO ValuePoint Security & Fire Protection Services Agreement from 2017-2023. We prepare responsive, clear proposals with open-book pricing and negotiate prudent payment and acceptance terms, agreeable to both ourselves and the Participating Entity. We assist agencies with planning their projects during the proposal and negotiation process (often at no cost to the agency). Under the agreement, we have won several direct competitions against our larger competitors in these scope categories.

For all proposed service categories, Justice Systems agrees:

1.5.1. All services performed under these contracts should have an executed service agreement, purchase order, or similar between Purchasing Entity and vendor prior to performance of work.

1.5.2. Use of a contract does not require further competition. However, a Purchasing Entity may, and are encouraged to, conduct informal competition by request a project specific technical and cost proposal from multiple qualified contractors prior executing a service agreement for a project or on-going support.

1.5.3. In developing an informal request, service agreement, or other project document, a Purchasing Entity can request firm-fixed-fee deliverable based pricing for a project. In providing a quote or estimate vendor must document how project pricing is determined based on the Master Agreement pricing. Once a service agreement, purchase order, or similar has been executed between Purchasing Entity and Justice Systems the fixed project pricing applies.

1.5.4. When requesting project specific proposals, a Purchasing Entity is not required to select the lowest priced proposal, but can select a proposal in the best interest of the Purchasing Entity.

1.5.5. There is no guarantee of contract usage or distribution across awarded contracts.

1.5.6. Contracts are not exclusive. Purchasing Entities reserve the right to solicit separately for an individual project that otherwise would be covered under these contracts using any legally authorized procurement method.

1.5.7. Justice Systems may enter an agreement with a Purchasing Entity under resultant contract, so long as the effective date of such agreement is prior to the expiration of the contract.

1.5.8. If Justice Systems will require agencies to sign a subordinate agreement, such agreement terms must be approved by each Purchasing Entity prior to signing.

1.5.9. Justice Systems shall provide acknowledgement within 48 hours of request (unless otherwise approved by Purchasing Entity) for each new or replacement installation as required by a Purchasing Entity. Justice Systems shall provide a reasonable estimate on quote completion and project timelines where possible. Quotes should offer price differences for lease and purchase options as requested by the Purchasing Entity. [Note Amended by Q & A.]

1.5.10. Justice Systems shall provide acknowledgement within 48 hours of request (unless otherwise approved by Purchasing Entity) for maintenance of new and existing systems as required by each Purchasing Entity. Contractor shall provide a reasonable estimate on quote completion and project timelines where possible. Quotes should offer price differences for lease and purchase options as requested by the Purchasing Entity. [Note Amended by Q & A.]

1.5.11. Purchasing Entity may have proprietary equipment. Justice Systems is responsible for working with or notifying a Purchasing Entity regarding maintenance and repair of proprietary equipment.

1.5.12. Justice Systems designates our Service Manager, Tom Finneran, to be the liaison for state information technology staff to handle the day-to-day operations. References for Tom Finneran are submitted in his resume under Section 10.2, Attachment 2.

2. Category Descriptions and Details

2.12 Category 12 Access Control Systems

Demonstrated Competence
Over the last 5 years, our certified technicians have completed at least 7 access control systems, ranging in size up to 300 readers. These include new installations and retrofits. We have been prime contractor for most projects, using subcontractors for electrical rough in and cabling, builders' hardware, and door installation. Our technicians are certified in Genetec and licensed IBEW electricians or apprentices.

Experience in Performance of Comparable Engagements
Under the NASPO ValuePoint Agreement, we have installed new access controls at Island County Camano (Ref #1), retrofit the remainder of the system at the Coupeville Campus (Ref #1), and upgraded the Washington Corrections Center for Women (Ref #3). We are also working on the Kitsap County 911 Center within NASPO. Outside NASPO, we have installed new access controls at King County CFJC and the CFJC Parking Garage (Ref #2). We have further helped NASPO client agencies design and budget for multiple access control systems.

2.12.1 Access Control System (TACACS) is a centralized access control system that requires users to send an ID and static (reusable) password for authentication. TACACS uses UDP port 49 (and may also use TCP). Reusable passwords are a vulnerability: the improved TACACS+ provides better password protection by allowing multifactor authentication.

For credentials, we use proximity-based cards and tokens, as well as migration to smart-phone based apps. TACACS+ is an option for multifactor authentication.



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

A. All aspects of access control system services

B. Installation of new systems

C. Replacement or upgrade of systems

D. Removal of existing systems

E. Integration of various types of systems

F. Provide and install all related equipment and any items necessary for operation and installation of equipment such as wires and fasteners that are needed to complete work

Over the last 3 years, our Genetec Security Center certified technicians have both installed new access controls, replaced and upgraded older systems to new, and maintained other systems.

We use Genetec Security Center to "unify" access controls with burglar alarms (Category 13) and surveillance (Category 14) – being the perfect software for all three. This saves agencies from learning and maintaining two to three different systems, as well as having their integration break on future upgrades.



New electrified storefront doors being installed by a Justice Systems' subcontractor to retrofit an access control system. Justice Systems performs as prime contractor on the majority of our projects – giving the agency a single-point of responsibility for coordination and overall performance.

Performing as prime contractor for the majority of our projects, we use subcontractors for electrical rough-in and cabling, builders hardware, and door installation, when these are in the project scope. This provides the agency a single-point of responsibility for coordination and overall performance

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

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

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

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

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

Under our maintenance engagements, we respond by telephone and remote access within hours nationwide. Within Washington, Justice Systems will agree to respond remotely or on site to trouble calls within 4 hours, including weekends and holidays. Outside Washington, we will agree to respond on site by next business day. Our access controls repair personnel are certified in the systems they maintain and arrive in vans with the tools necessary to replace, repair, and/or maintain each system at the time dispatched. With standing maintenance agreements and a spare parts option, all facilities are equipped with parts inventories to effect an immediate replacement of failed parts.

2.12.4. Provide programming and work individually with each Participating Entity information technology staff when installing new or maintaining previously installed systems.

We frequently help agencies import cardholder data and images, design badge / card graphics, print cards, setup access groups and privileges, and similar assistance, working with agency IT staff. We also work with IT staff frequently to specify Owner-furnished network switches, servers, and workstations. We then install and configure the access controls software, as well as train. The Owner-furnished hardware option enables agencies to standardize access control hardware and networks with other IT systems, as well as maintain network security.

Partners

2.13 Category 13 Burglar Alarm Systems

Demonstrated Competence
Our Genetec Security Center certified technicians have both installed new burglar alarm systems in multiple facilities over the last 5 years. We maintain the systems and tie them into central monitoring. We have also retrofit systems. Besides being certified technicians, our staff are licensed IBEW electricians or apprentices.

Experience in Performance of Comparable Engagements
We have completed a substantial burglar alarm project under the NASPO ValuePoint Agreement, and provided multiple burglar alarms outside the agreement over the last 5 years. Our monitoring subcontractor, Criticom Monitoring Services (CMS), provides high quality monitoring nationwide to more than 4,000 alarm companies and their 800,000 customers. Our representative experience includes Business References #1 and #2 in Attachment

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

2.13.2. All aspects of burglar alarm system services

2.13.3. System Monitoring:

A. Provide a 24 hour (UL) station

B. Provide backup communication, i.e., radio or cell phone

Our monitoring subcontractor, Criticom Monitoring Services (CMS), has provided high-quality monitoring nationwide since 1978. CMS uses three networked, UL-listed, FM-approved monitoring centers, located in California, Florida and New Jersey, to provide true national redundancy and best-in-class disaster recovery. Serving more than 4,000 alarm companies and their 800,000 customers, their broad range of monitoring services includes response to security, fire, personal emergency response, environmental, interactive services, two-way voice, mPERS and video.

2.13.4. Installation of new systems

2.13.5. Replacement or upgrade of systems

2.13.6. Removal of existing systems

Over the last 5 years, our Genetec Security Center certified technicians have both installed new intrusion and panic alarms in multiple government facilities, replaced and upgraded older systems to new, and maintained other systems. We either connect to our monitoring partner, CMS, or the agency's existing central monitoring service. Either way, we program, coordinate, and fully test alarm transmission and receipt.

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

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

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



Burglar alarm/ intrusion / panic alarm panel beneath the access control panel at Island County Camano

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

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

Under a maintenance agreement, we respond by telephone and remote access within hours nationwide. Within Washington, Justice Systems will agree to respond remotely or on site to trouble calls within 4 hours, including weekends and holidays. Outside Washington, we will agree to respond on site by next business day. Our burglar alarm repair personnel are certified in the systems they maintain and arrive in vans with the tools necessary to replace, repair, and/or maintain each system at the time dispatched. With standing maintenance agreements and a spare parts option, all facilities are equipped with parts inventories to effect an immediate replacement of failed parts.

2.13.8. Integration to existing systems as requested

We use Genetec Security Center and its built-in DMP panel integration to "unify" intrusion and panic alarms with access controls (Category 12). This saves agencies from learning and maintaining two different security systems, as well as having the integration between them break on a future upgrade.

Justice Systems agrees with all of the following items:

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

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

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

2.13.12. Designate a single point of contact who can address the programing needs of alarm systems in use throughout Purchasing Entity facilitates with a certified tech

2.13.13. Justice Systems possesses the ability to provide for individual access codes

We "master planned" the Island County system to provide individual facility codes for each building. These codes were carried through the access controls, panic and intrusion alarms, and surveillance systems to distinguish between buildings.

Partners

2.14 Category 14 Surveillance Services and Equipment

Demonstrated Competence
Over the last 5 years, our certified technicians have completed 20 substantial surveillance systems both new installations and the replacement and upgrade of existing systems. We provide maintenance services for a systems of 750 cameras at 3 individual facilities and maintain several others. Our technicians are certified in Genetec, FLIR, and Vicon. They are also licensed IBEW electricians or apprentices. We are professional engineers and Axis Certified Designers using the latest CAD tools for our planning and designs.

Experience in Performance of Comparable Engagements
Under the NASPO ValuePoint Agreement, we installed new surveillance systems at Island County Camano (Ref #1) and replaced and upgraded Island County Jail and Washington Corrections Center for Women (Ref #s 3 & 8). Outside NASPO, we have installed new surveillance systems at the King County CFJC (Ref #4) and upgraded and replaced Kern County Jail and Calaveras County Jail (Ref #s 5 & 6). We have further helped NASPO client agencies design and budget for dozens of surveillance services and equipment projects.

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

2.14.2. All aspects of cloud based and video surveillance systems, services, and equipment

2.14.3. Installation of new systems

2.14.4. Replacement or upgrade of systems

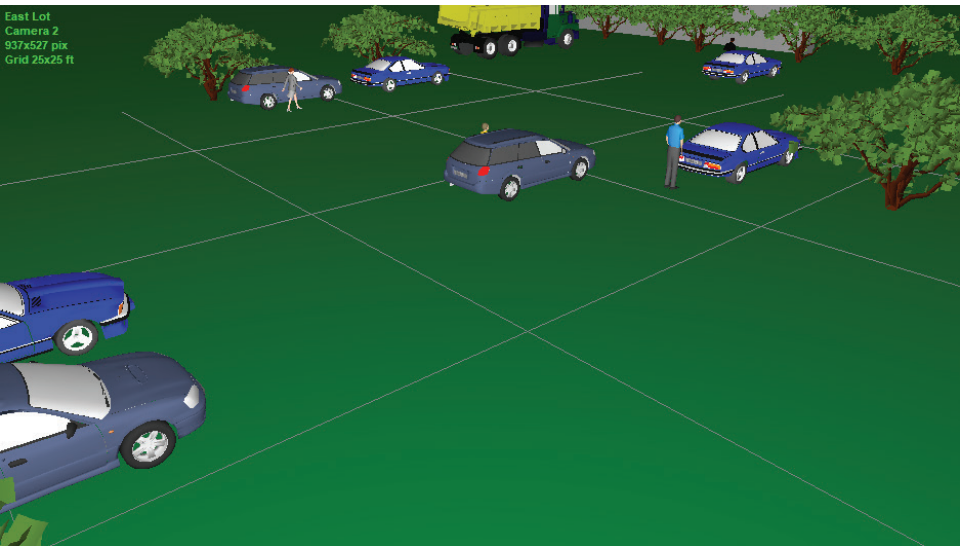
2.14.5. Removal of existing systems

Justice Systems offers subscription-based, cloud storage through both Genetec Security Center or FLIR Latitude. For onsite storage, we provide servers and storage by either Genetec Streamvault or BCD Video. We have designed and proposed numerous systems above 1,000 TB and installed/ maintained surveillance systems of similar size. Alternatively, each of our camera offerings provide the option for local storage cards on the camera for short-term storage or failsafe recording.

We have designed and installed 20 surveillance systems over the last 5 years, ranging in size from under 10 cameras up through 450 cameras – both new systems and replacements/upgrades. Several of these upgrades have been conversions from analog to digital, entailing replacement of coaxial cabling with Category 6 cabling, and removal of the existing systems.

We have provided the engineering services to plan and budget for dozens of additional systems. Design entails coverage studies to plan camera views and resolutions, followed by storage and bandwidth calculations to size servers, storage arrays, and network switches. We are professional engineers and Axis Certified Designers. We employ VideoCAD software in surveillance service and equipment design. We also model in Revit 3D for new architectural designs.

After award of a replacement or upgrade project, we frequently confirm and adjust camera views through on site camera surveys, where we mockup the views for the agency with actual cameras temporarily put in place.



VideoCAD 3D camera coverage study for a public utility parking lot. VideoCAD accurately depicts the field-of-view and pixel depth of various cameras. It allows agencies to make coverage decisions during design and optimize camera views before installation.

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

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

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

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

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

Under our maintenance engagements, we respond by telephone and remote access within hours nationwide. Within Washington, Justice Systems will agree to respond remotely or on site to trouble calls within 4 hours, including weekends and holidays. Outside Washington, we will agree to respond on site by next business day. Our access controls repair personnel are certified in the systems they maintain and arrive in vans with the tools necessary to replace, repair, and/or maintain each system at the time dispatched. With standing maintenance agreements and a spare parts option, all facilities are equipped with parts inventories to effect an immediate replacement of failed parts.

2.14.7. Integration to existing systems as requested

Through Genetec Security Center we generally "unify" surveillance systems with access controls (Category 12) rather than "integrate." Using the same system for both saves agencies from learning and maintaining two different systems, as well as risking breakage of the integration on future upgrades.

We integrate to high security controls (Category 15) through serial or IP interface, providing camera switching in response to controls actions on the operator touchscreen workstation. This automatic camera switching saves operator time and makes controls more intuitive.

2.14.8. Provide and install all related equipment such as wires and fasteners that may be needed to complete work.

Performing as prime contractor for the majority of our projects, we often use electrical subcontractors for rough-in and cabling – particularly in higher security installations where all cabling is protected by raceway. We have the option of installing open, plenum-rated cabling with our own IBEW low-voltage electricians.

We employ subcontractors, architects, and engineers for equipment space data center improvements when servers and storage exceed existing capacity or the facility lacks suitable space. This includes room remodeling, large-scale UPS, UPS power panel distribution, HVAC cooling, and similar improvements. For the Spokane County Jail, we designed and built the existing control room as a security retrofit to the existing building.



Mobile security carts furnished and commissioned under the NASPO ValuePoint Agreement for a County airport. Carts employ Genetec Security Center and Axis cameras. Use of NASPO accelerated total procurement to under 12 weeks.

2.14.9. Provide the option to use video cards for video surveillance

2.14.10. Vendors must offer video cards with various capacity sizes to meet all potential needs. Capacity and specifications as determined by the Participating Entity.

Each of our camera offerings by Axis, Vicon, or FLIR provide the option for local video storage cards on the camera.

2.14.11. Provide the option for agencies to build their own stand alone computer to run the system, or request that the vendor build it for them

On many projects, we design and specify the servers, storage arrays, and workstations that the agency furnishes themselves. We frequently collaborate on the Owner-furnished network, including IP schema and PoE budgets, while the agency provides and configures the network switches. We often provide and mount any large-format monitors. We install and configure the VMS video management system software on this Owner-furnished hardware.

This collaboration with agencies enables them to standardize surveillance hardware and networks with other IT systems, as well as internally maintain their network security. This method is used with King County, Washington for networking on their projects, while for the Washington Department of Corrections and Kitsap County 911, for example, they Owner-furnish all hardware and networking.

Where the agency chooses otherwise, we provide turnkey systems with all hardware and networking.

2.14.12. Offer a wide variety of indoor and outdoor cameras and wireless transmitters to work in conjunction with video cards

Each of our camera offerings by Axis, Vicon, or FLIR provide the option for local video storage cards on the camera.

Axis, Vicon, and FLIR improve their camera offerings annually, so the following descriptions will change over the life of this agreement. Virtually all offerings provide built-in infrared (IR) illuminators and day/night lenses to obtain black and white coverage in near darkness. Most also provide wide dynamic range and backlight compensation, so they compensate for deep shadows and bright glare (but placement should still avoid direct sunlight).

With an Axis Certified Designer and Professional Engineer, 30 years' design experience, and VideoCAD design tools at our disposal, you may trust Justice Systems to design and recommend the optimal camera for every scene.

Axis, Vicon, and FLIR provide a wide variety of indoor and outdoor cameras including domes and bullets in resolutions from 1080p up to 4k. They offer a hemispheric "fisheye" of 12 MP that we mount on ceilings and walls to view an entire room without blind spots. Each provides a hardened corner model of 3 MP for cells, elevators, vestibules, and similar locations.

Outdoors, Axis, Vicon, FLIR, and Hanwha offer a multi-element model with 360-degree coverage that frequently replaces pan-tilt-zoom (PTZ) models. This allows recording an entire section of parking lot, for example, without concern the PTZ will be aimed the wrong way. Vicon offers the multi-element in a 4 x 8 MP version that is our favorites for this application. Axis, FLIR, and Hanwha offer a 4 x 5 MP version. Each vendor also offers traditional PTZ cameras in 1080p or 4k versions.

Where a camera is difficult to reach with cabling, we backhaul the video over wireless using FluidMesh Networks by Cisco in either a point-to-point, point-to-multipoint, or mesh network configuration. Real throughput in such designs can reach 150 Mbps for a group of cameras networked through wireless.

Partners

2.15 Category 15 High Security Control Systems

Demonstrated Competence

Over the last 5 years, Justice Systems has completed 21 high security control system projects primarily within existing jails and prisons. We frequently serve as prime contractor. Typically we execute "hot cutovers," keeping existing systems running while transitioning to the new system. We also maintain systems at multiple jails, prisons, and courts. Our staff are certified technicians, as well as licensed IBEW electricians or apprentices. We are also professional engineers and design build as a professional practice.

Experience in Performance of Comparable Engagements

Under the NASPO ValuePoint Agreement, we have completed 11 high security control systems projects, such as Washington Corrections Center for Women, Island County Jail, and Clallam Bay Corrections Center (Ref #s 3, 8 & 9). Outside NASPO, we have completed another 10 projects these last 5 years, including Calaveras County Jail, Clallam County Jail, and Klickitat County Jail (Ref #s 6, 7 & 10). We are currently upgrading the Eastern Oregon Correctional Institution a major system for a 1,600 bed prison. Our experience also entails secure mental health and juvenile facilities.

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

2.15.2. Replacement or upgrade of systems

2.15.3. Testing, training

Justice Systems brings a long history of security retrofits and upgrades to secure facilities, such as jails, prisons, juvenile facilities, secure mental health and courts. We frequently serve as prime contractor, bringing in subcontractors for electrical rough-in, core drilling, door hardware, and similar disciplines. Our experience cutting over systems from old to new with minimal downtime is a major benefit. Most facilities we work within remain fully operational and cannot afford substantial downtime.

2.15.4. The DCS category custom integrates HMI /SCADA operator interfaces with programmable logic controllers (PLCs), and various communication subsystems to create a single integrated security system. Custom tailor, program, and configure to remotely move and secure confined individuals in a specific detention, correctional, courts holding, mental health, or similar secure facility; generally, from a 24 hour central control room supported by distributed satellite stations. Representative subsystems may include, but is not limited to:

We specialize in control center design and design-build. We work closely with Xybix, a manufacturer of dispatch consoles, on the ergonomic design of each control center to increase comfort for operators and reduce injury. We also integrate HMIs, PLCs, intercoms, surveillance, and utility controls to help operators with the efficiency of their control tasks. In most facilities, they must balance control duties with other functions.

A. Operator interfaces employing PC based human machine interface (HMI) and supervisory control and data acquisition components (SCADA) software. Configure as client/server or peer systems. Representative pointing devices include mouse, touchscreen, or both.



Human factors also play a role in operator interface design and programming. We work together with Status Automation, a controls vendor specializing in HMI, PLC, and SCADA for secure facilities. We most commonly implement operator interfaces in Cimplicity software using Schneider Modicon PLCs. This varies, however, according to the standards of the agency.

B. Master to master staff intercommunications, typically on a full duplex, dialup basis

For paging, we utilize Bogen and Harding. For intercom, Harding and Zenitel. Harding Instruments typically applies best in detention facilities, whereas Bogen and Zenitel often work best in secure mental health.

C. Door monitoring and control systems. Field device interfaces (relays, fuses, and terminals) to detention locking systems and door control programming

For interface to door field devices and locking systems, we typically employ Schneider Modicon field interface blocks. These blocks are fused and provide a clean, efficient way to connect to PLCs.

D. Utility monitoring and control systems. Data interfaces or field device interfaces to lighting control panels and relays, power control relays and breakers, flushing control systems, water control valves, telephone cutoff relays, fan control relays, generator monitoring interfaces, transfer switch monitors and transfer relays, and similar utility monitoring and control systems

Elevator interfaces are generally our most complex integration, involving significant advance integration with the elevator contractor. To lighting, power, and fan control panels we frequently interface through BACNET over IP or RS-485. With simpler controls, we use dry contact relays. Flushing control systems are tricky as the main manufacturer dropped their system, so we do them through custom controls.

E. Perimeter alarm systems. Data interfaces or field device interfaces to perimeter security and intrusion detection systems

Perimeter alarm is frequently implemented as fence detection sensors on the inner fence with microwave beams at gates and openings. We employ Southwest Microwave on these systems. For taut wire or infrared, we may well subcontract.

F. Duress alarm systems. Data interfaces or field device interfaces to fixed or mobile duress alarm systems, including body worn transmitters, duress pushbuttons, and subsystems that provide locating technology

We generally employ one of three options for duress alarms:

- **Bosch Security Escort – a system that locates transmitters under duress by triangulating their location within a grid of receivers.**
- **Actall ATLAS – a similar system that locates transmitters under duress by triangulating their location within a grid of receivers.**
- **Senstar PAS – an ultrasonic system that locates transmitters under duress by alarming the nearest receiver.**

2.15.4. Maintenance and repair, including emergency repairs of system.

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

B. Adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched

C. Vendor to be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement



Xybix console installation in progress at Clallam County Jail. We consider ergonomics and human factors to be an important element of control center design, for officer comfort and mitigation of repetitive stress injuries.

Under our maintenance engagements, we respond by telephone and remote access within hours nationwide. Within Washington, Justice Systems will agree to respond remotely or on site to trouble calls within 4 hours, including weekends and holidays. Outside Washington, we will agree to respond on site by next business day. Our access controls repair personnel are certified in the systems they maintain and arrive in vans with the tools necessary to replace, repair, and/or maintain each system at the time dispatched. With standing maintenance agreements and a spare parts option, all facilities are equipped with parts inventories to effect an immediate replacement of failed parts.

Partners

3. General Requirements

Justice Systems complies with all terms and conditions of Scope of Work, Subsection 3. This section responds to those requirements that we interpret to request a specific Proposal response or confirmation.

3.1. Background Checks

Justice Systems agrees that:

- **Background checks will be completed after contracts have been awarded, but prior to any work being done.**
- **All Justice Systems' employees providing on-site services to this contract will submit to and pass background checks. Upon request from Purchasing Entities, Justice Systems will provide copies of background checks or submit to additional security requirements.**
- **All costs associated with background checks will be at Justice Systems' expense.**
- **Justice Systems will ensure the following:**
  - **Not to begin work on the contract until clearance has been issued by the Purchasing Entity; and**
  - **That notification and access to facilities are pre-authorized by Purchasing Entities.**

3.2. Public Works Projects

Justice Systems agrees:

- **To comply with the requirements of Davis-Bacon Act and/or the Davis-Bacon Wage Decision for any projects that are federally funded or otherwise covered by those acts.**
- **To document any labor prices negotiated with a Purchasing Entity using payroll records, copies of wage decisions, and/or other information to establish a clear difference between our standard wage and the prevailing Davis-Bacon wage for any affected employee for that project.**
- **To not negotiate an increase higher than the difference between the normal hourly rate and the hourly rate required by the applicable Davis-Bacon Wage Decision.**
- **Clean jobsites every day.**
- **Typically, complete any punch lists within five (5) days of receipt, but will pursue exceptions to this standard on an individual project basis.**
- **Asbestos. Upon discovering asbestos or a suspected asbestos-containing material (ACM), Justice Systems shall:**
  - **Stop all work immediately in the affected area and contact the project manager and/or building owner;**
  - **The project manager and/or building owner shall assume responsibility for testing and remediation.**

3.3. General

Justice Systems shall:

- **Guaranty workmanship at Justice Systems' expense for a period of twelve (12) months from date of installation.**
- **Perform work in accordance with manufacturers' recommendations and with all current local codes, regulations, and installation guidelines.**
- **Do work after normal business hours (8am-5pm, unless otherwise specified by the Purchasing Entity), when agreed and required; however, it is anticipated that most work will be completed during normal business hours.**
- **Be 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 Justice Systems.**
- **Once Justice Systems has possession of the equipment to be installed, be responsible for all equipment, including storage during installation work, at Justice Systems' expense when storage space is unavailable at the jobsite.**

3.4. Penalty for Improper Pricing

Justice Systems agrees that:

- **Justice Systems is responsible for ensuring all prices proposed for all projects are accurate and consistent with the terms of the contract.**
- **For all projects completed under this contract: if Justice Systems submits an invoice containing incorrect pricing in favor of vendor, we shall submit a new, corrected invoice with a 25% reduction in cost for each incorrectly priced item.**
- **If Justice Systems continues to provide incorrect invoicing each Purchasing Entity has the option to cancel their contract in its entirety without penalty.**
- **Justice Systems will not charge fees above or in addition to pricing set forth in the MA after award has been made. Failure to comply may be grounds for cancellation of the contract.**

3.5. Standard of Performance and Acceptance

Justice Systems agrees that:

- **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, Justice Systems 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 Justice Systems 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.
- Justice Systems 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.

3.6. Travel

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

3.7. Authorization to Work

Justice Systems will be responsible for ensuring that all employees and/or subcontractors are authorized to work in the United States.

3.8. System Compliance Warranty

Justice Systems 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.

4 Terms and Conditions for Goods

4.1 Express Warranties

For the period specified on the face of the Contract, Justice Systems 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 Justice Systems has supplied a sample to the Participating Entity, the goods delivered shall conform in all respects to the sample and if the sample should remain in the Entity's possession, it shall be identified by the word "sample" and the signature of Justice Systems' 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 – In accordance with NASPO ValuePoint Master Agreement Terms and Conditions, Section 33.
- Usage of Trade; Course of Dealings; Implied Warranties – Justice Systems 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. Justice Systems 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. Justice Systems 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 – Justice Systems 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 Justice Systems at the address specified above (or to assignee if assignment is acknowledged by the State) within the time specified above.

10.2 Attachments

10.2 Attachment 1 - Projects for Business References

REFERENCE #: 1

Company Name:	**Justice Systems Corporation**
X VENDOR	SUBCONTRACTOR
Project Name:	**Island County Access Controls**



Primary Contact Information	
Name:	**Ryan Beach, Facilities Director**
Street Address:	**1 NE 7th Street**
City, State, Zip:	**Coupeville, WA 98239**
Phone, including area code:	**(360) 678-7871**
Facsimile, including area code:	
Email address:	**R.Beach@islandcountywa.gov**
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Facsimile, including area code:	
Email address:	

Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	**Design-build prime contractor under NASPO ValuePoint for this 4-phase access controls system for five dispersed County buildings.** **Unified Security. Justice Systems implemented Genetec Security Center to unify access controls across the County including video surveillance in the same software and user interface.** **Access Controls. The 72-reader system covers five buildings. Hardware includes Genetec Cloudlink, Lifesafety control panels and power supplies, HID Mercury boards, and HID 13.56 MHz multiclass, proximity card readers. We migrated an existing 125 kHz proximity card system for the courts to the Genetec system, reusing door hardware, but replacing card readers.** **Burglar and Panic Alarms. Intrusion alarms monitor after hours security of the building perimeters. Panic alarms at public reception counters, staff offices, and courtrooms alarm to both the jail high security controls and to alarm panels that are centrally monitored and dispatched by the Island County Sheriff.** **Subcontracts. Serving as general contractor, we utilized subcontractors for conduit and cable installation, door hardware and installation, storefront doors and their installation, and storefront demolition.** **IT Collaboration and Networking. Justice Systems collaborated with Island County IT to bring the security systems within their new County-wide IP schema. We added network switches and assisted with fiber backbone to network the entire system, including to Camano Island.**
Original Project/Contract Start Date:	**September 2018 (Design and system master planning)**
Original Project/Contract End Date:	**August 8, 2022 (Phase 3, Coupeville Campus completion)**
Original Project/Contract Value:	**$838,589 (all four phases, no tax)** **$920,505 (all four phases, no tax)**
Final Project/Contract Date:	**September 15, 2022 (Phase 3, Coupeville Campus)**
Was project/contract completed in time originally allotted, and if not, why not?	**The final Phases 2 & 3 schedule extended approximately four weeks due to supply chain delays in card readers and builders hardware.**
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	**The scope increased for the new IP schema, two additional doors, and miscellaneous revisions. Assistance with cardholder data and badging was also added.**

REFERENCE #: 2

Company Name:	**Justice Systems Corporation**
X VENDOR	SUBCONTRACTOR
Project Name:	**King County CFJC Parking Garage, Seattle, WA**



Primary Contact Information	
Name:	**Hans Hansen, Regional President, Bayley Construction (formerly Project Manager, Howard S. Wright Construction Company)**
Street Address:	**8005 SE 28th Street**
City, State, Zip:	**Mercer Island, WA 98040**
Phone, including area code:	**(206) 621-8884**
Facsimile, including area code:	
Email address:	**hans.hansen@bayley.net**
Alternate Contact Information	
Name:	**Ash Evans, King County Electronic and Physical Security Support, Executive Services**
Street Address:	
City, State, Zip:	**Seattle, WA**
Phone, including area code:	**(206) 477-9429**
Facsimile, including area code:	
Email address:	**ash.evans@kingcounty.gov**

Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	**Design-build subcontractor for this 300-car, 4-story parking garage with secure judicial parking and tunnel.** **Successfully completed the design, installation, and commissioning of this 50-reader expansion of the County-wide access control and judicial duress system.** **Hardware consists of Life Safety control panels and power supplies with Software House boards, HID 13.56 MHz multiclass, proximity card readers for pedestrian doors and elevators, and Linear 318 MHz radio receiver readers for vehicle gates. Also integrated to revenue systems for control of arm gates once a valid ticket has been presented.** **Burglar and Duress Alarms. Intrusion and duress alarms are centrally monitored by the County dispatch center. Linear 2-channel transmitters in vehicles transmit duress to 318 MHz radio receivers, while a series of Wheelock strobe beacons annunciate duress within the garage.** **County and IT collaboration. Extended the County's wide-area security network to the garage on fiber backbone and discovered/ commissioned all devices back to the County dispatch center. Commissioned together with County staff on a door-by-door, alarm-by-alarm basis**
Original Project/Contract Start Date:	**February 26, 2020**
Original Project/Contract End Date:	**June 2, 2021**
Original Project/Contract Value:	**Original: $258,221 (w/ bond and no tax)** **Final: $275,646 (w/ bond and no tax)**
Final Project/Contract Date:	**June 25, 2021**
Was project/contract completed in time originally allotted, and if not, why not?	**Yes. The General Contractor was granted three additional weeks for scope increases.**
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	**Yes. Scope was increased to add intercoms and some additional card readers / controlled doors.**

REFERENCE #: 3

Company Name:	**Justice Systems Corporation**
X VENDOR	SUBCONTRACTOR
Project Name:	**Washington Corrections Center for Women Security Upgrades, Gig Harbor, WA**
	
Primary Contact Information	
Name:	**Mark Wargo, Plant Management, Washington Department of Corrections**
Street Address:	**9601 Bujacich Road NW**
City, State, Zip:	**Gig Harbor, WA 98332**
Phone, including area code:	**(253) 858-4643**
Facsimile, including area code:	
Email address:	**mnwargo@doc1.wa.gov**
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Facsimile, including area code:	
Email address:	

Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	**Initially, systems integrator for $2.2-million access controls, video surveillance, and high security controls for this 740-bed, 75-acre campus-style, women's correctional facility. Justice Systems performed the $1.1-million original health care facility systems, the $0.35-million upgrade to maximum security controls, and the $0.52-million site-wide video integration and unification of other security controls. Justice Systems provides maintenance services to the facility on these same systems.** **Design-build replacement of the $0.15-million, 50-reader health care unit access controls to unify with Genetec Security Center software throughout the site. Replace obsolete controller with HID VertX controllers, while reusing existing card readers and cards. Also the addition of an access control door to the administration building.** **Design-build prime contractor for $0.7-million camera and software additions to 310-camera Genetec Security Center video management system. Programmed inter-systems integration with video surveillance to call-up associated door cameras based on HMI selections. Added cameras for blind spots and to improve views and attack-resistance.** **Upgrade under NASPO of high security controls to Windows 10 within DOC's active directory, virtualization, and network scheme. This followed the original phased upgrade to a site-wide client/server touchscreen control system (using Cimplicity software) that began in the Special Needs Unit.**
Original Project/Contract Start Date:	**May 1, 2021**
Original Project/Contract End Date:	**December 31, 2022 (Phase 1, June 30, 2021)**
Original Project/Contract Value:	**$202,387 (without tax)**
Final Project/Contract Date:	**December 31, 2022 (Phase 1, June 30, 2021)**
Was project/contract completed in time originally allotted, and if not, why not?	**Yes.**
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	**Yes.**

REFERENCE #: 4

Company Name:	**Justice Systems Corporation**
X VENDOR	SUBCONTRACTOR
Project Name:	**King County CFJC Video Surveillance, Seattle, WA**





Primary Contact Information	
Name:	**Hans Hansen, Regional President, Bayley Construction (formerly Project Manager, Howard S. Wright Construction Company)**
Street Address:	**8005 SE 28th Street**
City, State, Zip:	**Mercer Island, WA 98040**
Phone, including area code:	**(206) 621-8884**
Facsimile, including area code:	
Email address:	**hans.hansen@bayley.net**
Alternate Contact Information	
Name:	**Ash Evans, King County Electronic and Physical Security Support, Executive Services**
Street Address:	
City, State, Zip:	**Seattle, WA**
Phone, including area code:	**(206) 477-9429**
Facsimile, including area code:	
Email address:	**ash.evans@kingcounty.gov**

Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	**Design-build subcontractor for this $186-million, award-winning, 10-court and 112-bed judicial complex for family services and juvenile justice. Successfully designed and implemented two video surveillance systems totaling 447 cameras.** **Courts and Public Surveillance. System includes 230 cameras within courts, public spaces, and parking garage. Cameras are American Dynamics Illustra Pro recording on American Dynamics NVRs running Victor software.** **County Collaboration. Video surveillance for the County's non-detention facilities share a wide area security network to one central dispatch center. We designed, coordinated, and programmed the fiber backbone, WAN routing, and LAN using Avaya (now BCD) network switches.** **Detention Video. System includes 217 cameras within the juvenile halls, support spaces, courts holding, elevators, and secure movement areas. Cameras are 1080p powered over Ethernet (PoE). The system employs FLIR Latitude software running on 17 client workstations, 4 of which provide "virtual matrix" switching of cameras from the control touchscreens.** **IT Collaboration. We added detention video to the County's centralized detention video system, wherein three detention centers share infrastructure across the County WAN. Justice Systems upgraded centralized servers and storage (NVRs), coordinated IP schemas and Owner network switches, and assisted optimizing latency in camera call-ups.**
Original Project/Contract Start Date:	**2014 (design phases)**
Original Project/Contract End Date:	**September 1, 2020**
Original Project/Contract Value:	**Original: $1,127,000 (video surveillance w/ no tax)** **Final: $1,127,000 (video surveillance w/ no tax)**
Final Project/Contract Date:	**November 26, 2020**
Was project/contract completed in time originally allotted, and if not, why not?	**Latency optimization in detention video across the County WAN extended the completion date, as well as optimization in the lighting controls system and touchscreen control transfers and takeovers.**
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	**Yes.**

REFERENCE #: 5

Company Name:	**Justice Systems Corporation**
X VENDOR	SUBCONTRACTOR
Project Name:	**Kern County Central Receiving Facility Surveillance System and Expansion, Bakersfield, CA**



Primary Contact Information	
Name:	**Steven Hays, Technical Support Engineer II, Kern County Sheriff's Office**
Street Address:	**1350 Norris Road**
City, State, Zip:	**Bakersfield, CA 93308**
Phone, including area code:	**(661) 391-7514**
Facsimile, including area code:	
Email address:	**hays@kernsheriff.com**
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Facsimile, including area code:	
Email address:	

Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	**Design-build prime contractor for video surveillance of this mid-rise 200,000-gsf and 300-bed central intake detention facility. Justice Systems was also design-build prime contractor for both the $1.1-million original project in 2011 and another camera expansion project in 2015. We also perform service and preventative maintenance under an annual maintenance agreement.** **Successfully expanded the 138-camera video surveillance system by 18 additional cameras and 3 additional microphones, plus relocated 4 existing microphones in 2019. Electrical rough-in and cabling was subcontracted.** **Successfully upgraded the systems servers, storage, and software in two phases: initially the servers in order to update software to FLIR Latitude 8, then full replacement of the original storage arrays to provide 13 months' video retention at RAID-6 redundancy, along with 30 days' failover. This has provided Kern County Sheriff's Office with stable, reliable video for investigations dating back 13 months.**
Original Project/Contract Start Date:	**April 28, 2018 (server upgrade)**
Original Project/Contract End Date:	**May 31, 2020 (storage upgrade)**
Original Project/Contract Value:	**Original: $316,818** **Final: $316,818**
Final Project/Contract Date:	**May 31, 2020**
Was project/contract completed in time originally allotted, and if not, why not?	**Yes**
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	**Yes**

REFERENCE #: 6

Company Name:	**Justice Systems Corporation**
X VENDOR	SUBCONTRACTOR
Project Name:	**Calaveras County Adult Detention Surveillance Expansion and High Security Controls**



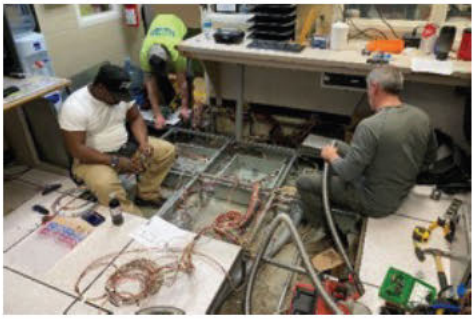
Primary Contact Information	
Name:	**Oscar Flamenco, Senior Department Analyst, Calaveras County Sheriff's Office**
Street Address:	**1045 Jeff Tuttle Drive**
City, State, Zip:	**San Andreas, CA 95249**
Phone, including area code:	**(209) 754-6913**
Facsimile, including area code:	
Email address:	**oflamenco@co.calaveras.ca.us**
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Facsimile, including area code:	
Email address:	

Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	**Design-build prime contractor for video surveillance expansion and upgrade, and high security controls upgrade, to this 160-bed, 120,000-gsf jail. Justice Systems was the subcontractor for the $2-million original project in 2014, and the design-build prime contractor for a camera expansion project in 2015. We also provides on-call maintenance services.** **To eliminate blind spots, successfully added 12 cameras, plus relocated and replaced 20 cameras, on the 330-camera system. Also increased the resolution of many cameras sufficient for person recognition throughout the scene. Replaced aging servers with new, replaced 18 video workstations, improved network backbone bandwidth, and updated software to current FLIR Latitude. The system provides 24/7 recording of all cameras, plus recording of microphones in select locations.** **Upgraded all touchscreen controls hardware and software to Windows Server 2019, Windows 10 Pro, and Cimplicity 11. Replaced controls server with new and replaced all seven touchscreen workstations and all eleven touchscreens with new hardware.** **These upgrades will keep Calaveras County Sheriff's Office the coming 3-5 years.**
Original Project/Contract Start Date:	**January 27, 2022**
Original Project/Contract End Date:	**June 1, 2022**
Original Project/Contract Value:	**Original: $490,880 (prior projects $2.3 million)** **Final: $517,012**
Final Project/Contract Date:	**June 30, 2022**
Was project/contract completed in time originally allotted, and if not, why not?	**Yes, except contract was extended for the warranty period.**
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	**Yes, except scope was expanded to replace 4 failing pole cameras and to replace 6 additional viewing stations for interview rooms.**

REFERENCE #: 7

Company Name:	Justice Systems Corporation
X VENDOR	SUBCONTRACTOR
Project Name:	**Clallam County Jail Security Upgrade, Port Angeles, WA**





Primary Contact Information	
Name:	**Don Wenzl, Chief Deputy, Clallam County Sheriff's Office**
Street Address:	**223 East 4th Street, Suite 12**
City, State, Zip:	**Port Angeles, WA 98362**
Phone, including area code:	**(360) 417-2356**
Facsimile, including area code:	
Email address:	**dwenzl@co.clallam.wa.us**
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Facsimile, including area code:	
Email address:	

Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	**Prime contractor for this $0.8-million controls, intercom, and paging upgrade to this 120-bed jail.** **Successfully transitioned from hard-panel, discrete logic controls and fixed console to touchscreen, PLC-based controls and adjustable-height, ergonomic console. Control system included two (2) redundant touchscreens at Central Control, as well as nine (9) remote touchscreens behind hardened enclosures at living units. We cutover intercoms from analog to a new digital system and integrated video camera switching with controls to provide "virtual matrix" switching. Original paging zones had been disconnected. Those were found and all paging zones were fully restored.** **Our subcontractors core-drilled for new intercoms, metal fabricated remote panel conversions, and roughed-in electrical modifications, including revising original underfloor cabling and conductors for code compliance.** **Underfloor Code Corrections. The original scope did not include correction of code violations in the original wiring from the 1970s and 1980s building, plus further violations from a subsequent retrofit. Upon inspection, this proved unavoidable and was added to the project scope (see work in progress picture above).**
Original Project/Contract Start Date:	**August 10, 2021**
Original Project/Contract End Date:	**February 6, 2022**
Original Project/Contract Value:	**Original: $752,470 (without tax)** **Final: $839,933 (without tax)**
Final Project/Contract Date:	**April 30, 2022**
Was project/contract completed in time originally allotted, and if not, why not?	**Contract time was extended 11 weeks to design and correct the underfloor code violations.**
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	**Contract amount was adjusted for added scope to correct the underfloor code violations and to add some features to the Central Control console.**

REFERENCE #: 8

Company Name:	**Justice Systems Corporation**
X VENDOR	SUBCONTRACTOR
Project Name:	**Island County Jail Security Upgrade, Coupeville, WA**



Primary Contact Information	
Name:	**Jose Briones, Chief Deputy, Corrections Division, Island County Sheriff's Office**
Street Address:	**503 N. Main Street**
City, State, Zip:	**Coupeville, WA 98239**
Phone, including area code:	**(360) 679-7317**
Facsimile, including area code:	
Email address:	**J.Briones@IslandCountyWa.Gov**
Alternate Contact Information	
Name:	**Ryan Beach, Facilities Director**
Street Address:	**1 NE 7th Street**
City, State, Zip:	**Coupeville, WA 98239**
Phone, including area code:	**(360) 678-7871**
Facsimile, including area code:	
Email address:	**R.Beach@islandcountywa.gov**

Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	**Design-build prime contractor under NASPO for a $0.7-million security system upgrade to this 60-bed jail. These upgrades situate the Island County Jail for 3-5 years of uninterrupted operation. We also provide maintenance services at these facilities.** **Successfully migrated three separate video management systems into one, converted from analog to digital, and added 12 new cameras to cover blind spots. Replaced 43 analog cameras with high-resolution digital cameras and modified views to eliminate blind spots. Standardized the video management systems to Genetec Security Center as the County standard. Networked to the juvenile facility and courts and brought their 40 cameras into the system for viewing throughout detention. Unified and changed IP addresses to incorporate the County's new IP schema. Added a new server and converted an existing server to Genetec. Replaced all video workstations and upgraded video monitors to 4k. Restored "virtual matrix" video switching of cameras from the detention controls.** **Replaced the PLC and migrated the controls software and hardware from Citect to Cimplicity. Provided a new server, new touchscreen workstation (with spare), and touchscreen monitor. Revised control console ergonomics. Added features and functionality to the touchscreen displays to ease control. Replaced the Harding DXI 90-station intercom and 16-zone paging system with a current Harding DXL system. Troubleshot and repaired various failed intercoms and paging zones – restoring the system to its original functionality.**
Original Project/Contract Start Date:	**December 6, 2021**
Original Project/Contract End Date:	**July 22, 2022**
Original Project/Contract Value:	**Original: $656,662 (w/ IP changes, bond, and no tax)** **Final: $670,698 (without tax)**
Final Project/Contract Date:	**August 5, 2022**
Was project/contract completed in time originally allotted, and if not, why not?	**Yes, but an additional week was used for the scope increase to Central Control and Lieutenant's station.**
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	**Yes, except for scope increase for enhancements to Central Control, to add a Lieutenant's video workstation, and to implement the new IP schema.**

REFERENCE #: 9

Company Name:	**Justice Systems Corporation**
X VENDOR	SUBCONTRACTOR
Project Name:	**Clallam Bay Corrections Center Security Upgrades, Clallam Bay, WA**

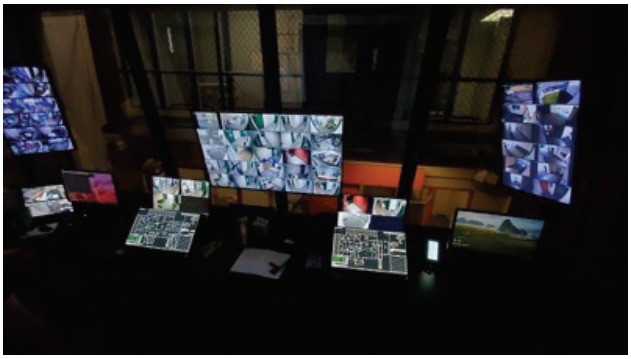


Primary Contact Information	
Name:	**Edwin "Eddie" Reetz, Facilities Manager**
Street Address:	**1830 Eagle Crest Way**
City, State, Zip:	**Clallam Bay, WA 98326**
Phone, including area code:	**(360) 203-1264**
Facsimile, including area code:	
Email address:	**eareetz@doc1.wa.gov**
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Facsimile, including area code:	
Email address:	

Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	**Design-build prime contractor under NASPO for control system updates and revisions at this 900-bed adult correctional center. Justice Systems previously performed the 2017 controls software upgrade and rewrite to all touchscreens and PLCs site-wide.** **2020 phase. Revised PLC-based controls software in the intensive management unit (IMU) to remove an unnecessary security feature involving confirming cell openings with call buttons.** **2021 phase. Added software to the PLCs and touchscreens to control four (4) additional doors – two new and two existing.** **2022 phase. Successfully updated hardware for 25 touchscreen control workstations and one Sergeants' workstation to Windows 10 and Cimplicity 11. Updated virtual server license and redundancy license to Cimplicity 11, and assisted update to Windows Server 2019. Upgraded and tested "591" database software running on touchscreens through SQL.**
Original Project/Contract Start Date:	**May 1, 2020**
Original Project/Contract End Date:	**September 28, 2022 (all years)**
Original Project/Contract Value:	**Original: $298,500 (without sales tax)** **Final: $298,500 (without sales tax)**
Final Project/Contract Date:	**September 28, 2022 (all years)**
Was project/contract completed in time originally allotted, and if not, why not?	**Yes.**
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	**Yes.**

REFERENCE #: 10

Company Name:	**Justice Systems Corporation**
X VENDOR	SUBCONTRACTOR
Project Name:	**Klickitat County Jail Security Upgrade, Goldendale, WA**



Primary Contact Information	
Name:	**Rick Milliren, Facilities Director**
Street Address:	**115 West Court Street**
City, State, Zip:	**Goldendale, WA 98620**
Phone, including area code:	**(509) 773-2375**
Facsimile, including area code:	
Email address:	**rickm@klickitatcounty.org**
Alternate Contact Information	
Name:	**Carmen Knopes, Undersheriff**
Street Address:	**205 S Columbus Avenue, MS-CH-7**
City, State, Zip:	**Goldendale, WA 98620**
Phone, including area code:	**(509) 773-2314**
Facsimile, including area code:	
Email address:	**carmenk@klickitatcounty.org**

Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	**Design-build prime contractor for the upgrade to detention controls and intercom systems at this 50-bed jail. Also 4-year maintenance contract entails remote support, two preventative maintenance visits per year, plus emergency on-call service.** **Successfully cutover from a failed existing intercom system to a Harding DXL digital system, temporarily using a dialup master. We furnished replacement intercom stations that the County swapped out to save cost.** **Successfully cutover hard-wired relays to a PLC control system with dual touchscreen workstations. Demolished the existing controls and hard panels. Coordinated with the County who initiated a temporary control system to keep several key doors running through the cutover process, as well as replaced the existing console and work-surface with new casework. Once the system was operational, we transitioned intercom from the dialup master to touchscreen control.** **Utility Controls. The system also controlled lighting zones and receptacle circuits within dayroom and housing modules. We subcontracted a line-voltage electrician to make the power connections to our relays and obtained full inspection and buyoff by the code authority.** **Video Switching. We coordinated with the County's S2 video vendor and County IT to integrate S2 video switching with control from the touchscreen.**
Original Project/Contract Start Date:	**October 14, 2020**
Original Project/Contract End Date:	**March 6, 2021**
Original Project/Contract Value:	**Original: $267,883 (without tax)** **Final: $285,545 (without tax)**
Final Project/Contract Date:	**March 6, 2021**
Was project/contract completed in time originally allotted, and if not, why not?	**Yes.**
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	**Yes, with two changes: Reuse of existing control relays was assumed, but field discoveries required new relays for code compliance; also repair and rewiring of some existing hardware was needed.**

10.2 Attachment 2 - Staff Resume - Key Personnel Resumes

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

Name of Company Submitting Proposal:		**Justice Systems Corporation**	
Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff			
Contractor Staff:	**X**	Subcontractor:	
The following information requested pertains to the individual being proposes for this project.			
Name:	**Paul Allyn**	Key Personnel: (Yes/No)	**Yes**
Individual's Title:	**President / Project Manager / Project Engineer**		
Years in Classification:	**30+**	Years with Firm:	**29**

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.



Paul Allyn will continue to serve as Principal in Charge of NASPO ValuePoint projects, and frequently as Project Manager and/or Project Engineer. Paul has over 30 years' experience in the design, integration, construction, and maintenance of security systems for government agencies. He began his career as a design professional, designing such project types as public safety facilities, DoD facilities, airplane fabrication plants, and campuses for higher education.

Paul specializes in project planning and execution from initial budgeting through commissioning and has managed hundreds of subcontractors on various projects. For NASPO ValuePoint clients, he has engineered and developed scopes and budgets for hundreds of their potential projects often without charge to the agency.

He has designed and built numerous Genetec / Mercury and Software House access control systems, as well as their interface to DMP burglar alarms and central monitoring. Paul is an Axis Certified Designer for surveillance systems and currently one of the top professionals designing and building surveillance systems. Through VideoCAD design software and on site camera surveys, he helps optimize the view of cameras before they are installed. Finally, Paul has designed and built hundreds of High Security Control systems.

RELEVANT EXPERIENCE

Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

Paul was selected for his design build experience the last 5 years on over $12 million of completed security systems projects for government agencies, many of these under the NASPO ValuePoint Agreement. As the security engineer for the award winning King County CFJC Courts & Juvenile Detention facility, Paul led the security systems design and construction on this $186 million from conception through completion. He most recently took the Island County County Wide Access Controls & Jail from proposal through design. See Attachment 1 for Business References all of which Paul played a role in. He is currently designing a security replacement for the Kitsap County 911 Center in Bremerton, Washington.

EDUCATION

Information required shall include institution name, city, state, degree and/or achievement and date completed/received.

Bachelor of Science in Electrical Engineering, with honors (cum laude), University of Washington, 1979

CERTIFICATIONS

Information required shall include type of certification and date completed/received.

- Professional Engineer (PE)
- Washington State Electrical Engineer (License 21952)
- California State Electrical Engineer (License 12865)
- Hawaii State Low voltage Electrical Engineer (License PE 9432)

Contractor

- Washington State Licensed Electrical Contractor (JUSTISC995J5), licensed General Contractor (JUSTISC985BT);
- Nevada State Qualified Individual, License 0081176; C 2D Low Voltage Electrical;
- Hawaii State C15 Low Voltage Electrical Contractor (License CT 32368)
- Oregon State Responsible Managing Individual, CCB License 148088; Electrical License 37 1008CLE
- California State C7 (Low Voltage), C10 (Electrical), B (General Contractor) Responsible Managing Officer (License 796074)
- Axis Certified Designer
- Certified FLIR Latitude

REFERENCES

A minimum of three (3) references are required.

Reference #1:	
Name:	**Jose Briones**
Title:	**Chief Deputy, Corrections Division, Island County Sheriff**
Phone Number:	**(360) 679-7317**
Email Address:	**J.Briones@IslandCountyWa.Gov**
Reference #2:	
Name:	**Rick Milliren**
Title:	**Facilities Director, Klickitat County Facilities**
Phone Number:	**(509) 773-2375**
Email Address:	**rickm@klickitatcounty.org**
Reference #3:	
Name:	**Ryan Beach**
Title:	**Facilities Director, Island County Facilities**
Phone Number:	**(360) 678-7871**
Email Address:	**R.Beach@islandcountywa.gov**

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

Name of Company Submitting Proposal:		**Justice Systems Corporation**	
Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff			
Contractor Staff:	**X**	Subcontractor:	
The following information requested pertains to the individual being proposes for this project.			
Name:	**Tom Finneran**	Key Personnel: (Yes/No)	**Yes**
Individual's Title:	**Service Manager / Project Manager**		
Years in Classification:	**30+**	Years with Firm:	**21**

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.



Tom Finneran will continue to serve as Service Manager and Project Manager on NASPO ValuePoint projects. Tom has over 30 years' experience in the design, integration, construction, and maintenance of security systems for government agencies including access controls, burglar alarms, surveillance services, and high security controls systems. Tom joined Justice Systems as on site field representative, then took the role of field superintendent leading to project manager. He was then promoted to oversee all service projects and to lead select system upgrades.

Tom is a licensed master electrician and electrical administrator. He also serves as Justice Systems' safety officer. While much of his career has been dedicated to public safety facilities both surveillance services and high security controls he is currently leading our access controls and surveillance on the Kitsap County 911 Center, as well as our intercom and paging work at Western State Hospital. He follows projects through commissioning and closeout, with a reputation for perseverance and thoroughness.

RELEVANT EXPERIENCE

Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

Tom was selected for his design build experience the last 5 years on over $6 million of completed security systems projects for government agencies, many of these under the NASPO ValuePoint Agreement. See Attachment 1 for Business References and information on his projects at Washington Corrections Center for Women (WCCW) in Gig Harbor, Washington and the Calaveras County

Dispatch Center (Calaveras County 911), Sheriff & Jail facility in San Andreas, California. Other representative projects for Tom include the Western State Hospital (WSH) Building 28 Security Upgrade and security upgrades at the Clallam Bay Corrections Center, both in Washington. Ton is currently Project Manager for the access controls, burglar alarms, surveillance systems at the Kitsap County 911 Center in Bremerton, Washington.

EDUCATION

Information required shall include institution name, city, state, degree and/or achievement and date completed/received.

DeVry Technical Institute/1980/ Chicago, Illinois

CERTIFICATIONS

Information required shall include type of certification and date completed/received.

Electrician/ Contractor

- Washington State Limited Energy Master Electrician (FINNETJ961CE)
- Washington State Electrical Administrator (JUSTISC995J5)
- Idaho State Specialty Journeyman Electrician (ELE SJ27877)

Manufacturers

- Manufacturer's (or authorized trainers') certifications from GE Proficy (Cimplicity), Harding Instruments, FLIR, and others.

REFERENCES

A minimum of three (3) references are required.

Reference #1:	
Name:	**Mark Wargo**
Title:	**Plant Management, Washington Department of Corrections, WCCW**
Phone Number:	**(253) 858-4643**
Email Address:	**mnwargo@DOC1.WA.GOV**
Reference #2:	
Name:	**Eddie Reetz**
Title:	**Facilities Manager, Clallam Bay Corrections Center**
Phone Number:	**(360) 203-1264**
Email Address:	**eareetz@DOC1.WA.GOV**

Reference #3:	
Name:	**Oscar Flamenco**
Title:	**Senior Department Analyst, Calaveras County Sheriff's Office**
Phone Number:	**(209) 754-6913**
Email Address:	**oflamenco@co.calaveras.ca.us**

Part 1 - Section 10.6 - Signed Attachments

VENDOR INFORMATION RESPONSE

Vendors shall complete and return this form in their proposal.
If the proposal includes subcontractors, form must be completed for each subcontractor as well.

1. VENDOR CONTACT INFORMATION

1.1 COMPANY NAME AND CONTACT INFORMATION:

The information provided in the table below shall be used for development of the contract, if awarded.

Requested Information	Response
Company Name:	
Company Street Address:	
City, State, Zip Code:	
Telephone Number, including area code:	
Toll Free Number, including area code:	
Email Address:	

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

Requested Information	Response
Name:	
Title:	
Address:	
City, State, Zip Code:	
Email Address:	
Telephone Number, including area code:	
Toll Free Number, including area code:	

2. VENDOR INFORMATION

2.1 Vendors shall provide an overall company profile in the following table:

Question	Response
Company Name:	
Ownership (sole proprietor, partnership, etc.):	
State of Incorporation:	
Date of Incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters, to include City and State:	
Location(s) of the office that shall provide the services described in this RFP:	
Number of employees locally with the expertise to support the requirements identified in this RFP:	
Number of employees nationally with the expertise to support the requirements in this RFP:	
Location(s) from which employees shall be assigned for this project:	

2.2 VENDOR LICENSING

2.2.1 **Please be advised:** Pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

2.2.2 The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS 76. Information regarding the Nevada Business License can be located at http://nvsos.gov.

Question	Response			
Nevada Business License Number:				
Legal Entity Name:				
Is the Legal Entity Name the same name as vendor is Doing Business As (DBA)?	Yes	◯	No	◯
If the answer is 'No', provide explanation below:				

2.3 STATE OF NEVADA EXPERIENCE

Question	Response			
Has the vendor ever been engaged under contract by any State of Nevada agency?	Yes	◯	No	◯

2.3.1 If 'Yes', complete the following table for each State agency for whom the work was performed.

2.3.2 Table can be duplicated for each contract being identified.

Question	Response
State Agency Name:	
State Agency Contact Name:	
Dates Services Were Performed:	
Type of Duties Performed:	
Total Dollar Value of the Contract:	

2.4 CURRENT OR FORMER EMPLOYEE

Question	Response			
Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?	Yes	◯	No	◯
If 'Yes', please explain when the employee is planning to render services; i.e., while on annual leave, compensatory time, or on their own time?				

2.4.1 If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response to this RFP, and specify the services that each person shall be expected to perform.

2.5 PRIOR OR ONGOING CONTRACTUAL ISSUES

2.5.1 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.

2.5.2 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 shall also be disclosed.

Question	Response			
Does any of the above apply to your company?	Yes	◯	No	◯

2.5.3 If 'Yes', please provide the information in the table below.

2.5.4 Table can be duplicated for each issue being identified.

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

3. PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD

Using agencies may desire to use a Procurement Card as a method of payment to vendors.

PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD				
Question	Response			
Please indicate if you will accept this method of payment?	Yes	◯	No	◯

4. NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION

Requested Information	Response
Name:	
Title:	

4.1 SIGNATURE OF INDIVIDUAL AUTHORIZED TO BIND THE VENDOR

Individual shall be legally authorized to bind the vendor per NRS 333.337	
Signature:	
Date:	

VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

1. Any and all prices that may be charged under the terms of the contract do not and shall 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, shall 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, shall 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 shall 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 shall be in writing and included in the proposal at the time of submission.

7. Each vendor shall 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 shall 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 shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall 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 disability of another nature.

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 shall 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 shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

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

Company Name:	
Print Name:	
Signature:	
Date:	

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 shall not be accepted by the State of Nevada. Pursuant to NRS 333.333, only proprietary information 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 vendor proposals become public information.

In accordance with the submittal instructions of this RFP, vendors are requested to submit confidential information in separate files flagged as confidential in NevadaEPro.

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling requirements, proposals shall 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 shall be in an open meeting format, the proposals shall 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 shall constitute a complete waiver, and all submitted information shall 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.

If this proposal contains Confidential Information, Trade Secrets and/or Proprietary information. Please initial the appropriate response in the boxes below and provide the justification for confidential status. Attached additional pages if necessary.

Proprietary Information	Yes	◯	No	◯
Justification for Confidential Status:				
Company Name:				
Signature:				
Print Name:				
Date:				

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name:	
Project Title:	
Print Name of Official Authorized to Sign Application:	
Signature of Official Authorized to Sign Application:	
Date:	

Part 1 - Section 10.6 - Signed Attachments

VENDOR INFORMATION RESPONSE

Vendors shall complete and return this form in their proposal.
If the proposal includes subcontractors, form must be completed for each subcontractor as well.

1. VENDOR CONTACT INFORMATION

1.1 COMPANY NAME AND CONTACT INFORMATION:

The information provided in the table below shall be used for development of the contract, if awarded.

Requested Information	Response
Company Name:	
Company Street Address:	
City, State, Zip Code:	
Telephone Number, including area code:	
Toll Free Number, including area code:	
Email Address:	

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

Requested Information	Response
Name:	
Title:	
Address:	
City, State, Zip Code:	
Email Address:	
Telephone Number, including area code:	
Toll Free Number, including area code:	

2. VENDOR INFORMATION

2.1 Vendors shall provide an overall company profile in the following table:

Question	Response
Company Name:	
Ownership (sole proprietor, partnership, etc.):	
State of Incorporation:	
Date of Incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters, to include City and State:	
Location(s) of the office that shall provide the services described in this RFP:	
Number of employees locally with the expertise to support the requirements identified in this RFP:	
Number of employees nationally with the expertise to support the requirements in this RFP:	
Location(s) from which employees shall be assigned for this project:	

2.2 VENDOR LICENSING

2.2.1 **Please be advised:** Pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

2.2.2 The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS 76. Information regarding the Nevada Business License can be located at http://nvsos.gov.

Question	Response			
Nevada Business License Number:				
Legal Entity Name:				
Is the Legal Entity Name the same name as vendor is Doing Business As (DBA)?	Yes	◯	No	◯
If the answer is 'No', provide explanation below:				

2.3 STATE OF NEVADA EXPERIENCE

Question	Response			
Has the vendor ever been engaged under contract by any State of Nevada agency?	Yes	◯	No	◯

2.3.1 If 'Yes', complete the following table for each State agency for whom the work was performed.

2.3.2 Table can be duplicated for each contract being identified.

Question	Response
State Agency Name:	
State Agency Contact Name:	
Dates Services Were Performed:	
Type of Duties Performed:	
Total Dollar Value of the Contract:	

2.4 CURRENT OR FORMER EMPLOYEE

Question	Response			
Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?	Yes	◯	No	◯
If 'Yes', please explain when the employee is planning to render services; i.e., while on annual leave, compensatory time, or on their own time?				

2.4.1 If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response to this RFP, and specify the services that each person shall be expected to perform.

2.5 PRIOR OR ONGOING CONTRACTUAL ISSUES

2.5.1 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.

2.5.2 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 shall also be disclosed.

Question	Response			
Does any of the above apply to your company?	Yes	◯	No	◯

2.5.3 If 'Yes', please provide the information in the table below.

2.5.4 Table can be duplicated for each issue being identified.

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

3. PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD

Using agencies may desire to use a Procurement Card as a method of payment to vendors.

PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD				
Question	Response			
Please indicate if you will accept this method of payment?	Yes	◯	No	◯

4. NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION

Requested Information	Response
Name:	
Title:	

4.1 SIGNATURE OF INDIVIDUAL AUTHORIZED TO BIND THE VENDOR

Individual shall be legally authorized to bind the vendor per NRS 333.337	
Signature:	
Date:	

VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

1. Any and all prices that may be charged under the terms of the contract do not and shall 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, shall 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, shall 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 shall be made in good faith and without collusion.

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Vendor Name:	
Project Title:	
Print Name of Official Authorized to Sign Application:	
Signature of Official Authorized to Sign Application:	
Date:	