

**STATE OF NEW JERSEY
PARTICIPATING ADDENDUM
Pursuant to
NASPO ValuePoint Contract for Security & Fire Protection Services
99SWC-NV23-16270, 99SWC-S1820**

This Participating Addendum is made by and between, Johnson Controls Fire Protection, LP, whose address is 660 Congress Ave, Boca Raton, FL 33487 "Contractor"), and the State of New Jersey, Department of the Treasury, Division of Purchase and Property ("State") whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey 08625, on behalf of the State of New Jersey and all "Authorized Purchasers", as defined below. For clarification of references throughout this document, the term "State," in any form, refers to the State and any Authorized Purchaser, unless otherwise indicated. Capitalized terms used but not defined shall have the meaning ascribed to them in the Master Agreement.

WHEREAS, pursuant to N.J.S.A. 52:34-6.2, the Director of the Division of Purchase and Property ("Director"), within the New Jersey Department of the Treasury ("Division") "may enter into cooperative purchasing agreements with one or more states for the purchase of goods and services;" and

WHEREAS, the State of Nevada ("Lead State") and Contractor have entered into Master Agreement # 99SWC-NV23-16270 in accordance with the State of Nevada's Solicitation for Security and Fire Protection Services; and

WHEREAS, the Director has determined that entering into a Participating Addendum with Contractor is the most cost effective method of procuring these products and services, and that it is in the best interest of the State to enter into a Participating Addendum with Contractor; and

WHEREAS, the parties seek to enter into this Participating Addendum to memorialize the terms of their contractual relationship;

NOW THEREFORE, for good and valuable consideration, receipt of which hereby acknowledged, the parties to this Participating Addendum hereby agree as follows:

1.0 Term and Extension Option; Order of Precedence; Entire Agreement:

- A. The term of this Participating Addendum shall be effective from the Effective Date, which is the last date signed below, and shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement or this Participating Addendum, whichever shall occur first.
- B. The entire agreement, and all rights and obligations between the parties, shall consist of the following documents (which shall be collectively referred to as the "New Jersey Participating Addendum"):
 1. This cover packet to the New Jersey Participating Addendum;
 2. The State of New Jersey Standard Terms and Conditions, attached hereto as Exhibit A;
 3. The Master Agreement, including its attachments, and the following solicitation documents, with priority given under this Participating Addendum to the documents in the order listed:
 - a. The Solicitation as amended by the Lead State's Question and Answer process, and Award Notice, located in Exhibit B, and identified therein as Attachment D (State Solicitation);
 - b. The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State, located here in Exhibit B, and identified there as Attachment E (Vendor Proposal);
 4. Specific documents, if included in the future order, in the following order:
 - a. A Contractor supplied scope of work as applicable, approved in writing by the Authorized Purchaser;
 - b. A Purchase Order issued by an Authorized Purchaser against the New Jersey Participating Addendum.

The documents comprising the New Jersey Participating Addendum shall be read to be consistent and complimentary. In the event of any conflict between the terms of the documents comprising the New Jersey Participating Addendum, the conflict shall be resolved by giving priority to the documents in the order listed above.

- C. The New Jersey Participating Addendum sets forth the entire agreement between the parties and supersedes all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof.
- D. Terms and conditions inconsistent with, contrary to, or in addition to the terms and conditions of this New Jersey Participating Addendum and the Master Agreement, shall not be added to or incorporated into this New Jersey Participating Addendum or the Master Agreement by any subsequent purchase order, scope of work document or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected.
- E. Amendments – This New Jersey Participating Addendum may not be amended except in a writing signed by both parties.

2.0 Scope of Services:

- A. The scope of products and services that may be purchased by Authorized Purchasers shall be those products and service offerings awarded under the Master Agreement, as further detailed in the M4026 Method of Operation, subject to the restrictions set forth below in PA Section 2.0.B.
 - 1. Backflow Prevention System;
 - 2. Sandpiper Inspections – Fire Hose;
 - 3. Automatic Fire Pumps;
 - 4. Fire Sprinkler Systems;
 - 5. Fire Detection – Fire Alarm Systems;
 - 6. Emergency Lighting;
 - 7. Special Hazard Fire Suppression Systems;
 - 8. Portable Fire Extinguisher Inspection – Service and Testing;
 - 9. New Portable Fire Extinguishers;
 - 10. Kitchen Fire Suppression Commercial Hood System;
 - 11. Commercial Hood System Cleaning;
 - 12. Access Control Systems;
 - 13. Burglar Alarm Systems;
 - 14. Surveillance Services and Equipment;
 - 15. High Security Controls Systems;
 - 16. Inspections & Monitoring:
 - a. Fire Extinguishing Systems;
 - b. Fire Sprinkler Systems;
 - c. Alarm Monitoring;
 - d. Fire Alarm/Protective Signaling Systems.
- B. Restrictions
 - 1. Authorized Purchasers, as defined in New Jersey Participating Addendum Section 3.0, must use the following contracts when making purchases of the goods and services offered on those contracts:
 - a. T7090 – Firefighter Protective Clothing and Equipment;
 - b. M0002 – Facilities Maintenance and Repair & Operations (“MRO”) and Industrial Supplies;
 - c. M8001 – Walk-In Building Supplies;
 - d. T0167 – Electrical Equipment and Supplies, Statewide;
 - e. T2981 – Locking Hardware – Statewide;
 - f. T0106 -- Law Enforcement Firearms Equipment and Supplies;
 - g. T1786 – Equipment Acquisition & Installation for Marked/Unmarked Police Vehicles and Prisoner Transport.
- C. Any restrictions or limitations regarding the Executive Branch use of this New Jersey Participating Addendum will be set forth in the Method of Operation, as may be amended from time to time and posted on the State’s website.
- D. Financing, leasing, and renting is not permitted under this New Jersey Participating Addendum for State agencies. Authorized Purchasers may finance their purchase, if permitted under law. If financing is through a lease agreement, that agreement is separate from this New Jersey Participating Addendum and is between the Contractor and the respective Authorized Purchaser only.

3.0 Definitions

A. "Authorized Purchasers" under this New Jersey Participating Addendum shall mean:

1. Any State-Level government agency, department, office, instrumentality, division, unit or other entity in the Executive Branch ("State Purchasers");
2. Any county, borough, city, municipality, town, township, special purpose district, or other political subdivision of the State;
3. Quasi-state agencies as defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member;
4. School districts per N.J.S.A. 52:25-16.1;
5. Volunteer fire departments, volunteer first aid squads and rescue squads per N.J.S.A. 52:25-16.2; and
6. Independent institutions of higher education per N.J.S.A. 52:25-16.5;
7. County colleges per N.J.S.A. 18A:64A-25.9;
8. State colleges per N.J.S.A. 18A:64-60; or
9. Any legal successor in interest to any entity above.

Each Authorized Purchaser is responsible for the full cost of purchases made under this New Jersey Participating Addendum.

4.0 Modifications to the Terms of the Master Agreement, and State of New Jersey Standard Terms and Conditions

A. Master Agreement

The following sections of the NASPO Master Agreement shall be revised as follows:

1. Section VI 6.2 (Payment) shall be replaced with Section 6.5 of the State of New Jersey Standard Terms and Conditions, as attached hereto as Exhibit A.
2. Section X10.2 (Warranty) shall be in addition to Section 5.21.B from State of New Jersey Standard Terms and Conditions, as attached hereto as Exhibit A.
3. Section XI11.2 (Embedded Software) is hereby deleted in its entirety and replaced with the following language:

11. 2 Embedded Software. Transfer of title to the Product must include an irrevocable, royalty-free license to use any Embedded Software in the Product, which shall be subject to the terms and conditions of the software license agreement accompanying such Product, provided that any clause in such software license agreement that requires a State Government to indemnify the Contractor or a third party is unenforceable against the State Government, and the State Government authorized end user shall not be deemed to have accepted such clause by virtue of accepting such software license agreement. The Purchasing Entity has the right to seek to negotiate the terms and conditions of third party software products in order to address impermissible terms under their respective state law and may request alternate software if an impasse is reached regarding such negotiation. 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."

4. Section XII 12.1 (General Indemnification) shall be replaced with Section 4.1 of the State of New Jersey Standard Terms and Conditions as supplemented with Section 4.3 of the NJST&C Supplement.
5. Section XIII13.3.1 (Insurance) shall be replaced with Section 4.2 from the State of New Jersey Standard Terms and Conditions, as attached hereto as Exhibit A, except for the following sentence in Section 4.2 which is hereby deleted: This \$1,000,000 amount may be raised when deemed necessary by the Director;

6. Section XIV14.6 (Cancellation) shall be deleted, except for the first sentence, and replaced with Section 5.7 from State of New Jersey Standard Terms and Conditions, as attached hereto as Exhibit A.
7. Section XIV14.7 (Force Majeure) shall be replaced with Section 5.2 of the State of New Jersey Standard Terms and Conditions, as attached hereto as Exhibit A.
8. Section XIV14.8 (Default and Remedies) shall be replaced with Section 5.21 of the State of New Jersey Standard Terms and Conditions, as attached hereto as Exhibit A.
9. Section XIV14.12 (Governing Law and Venue) shall be replaced with Section 5.13 of the State of New Jersey Standard Terms and Conditions, as attached hereto as Exhibit A.

B. State of New Jersey Standard Terms and Conditions

The following sections of the New Jersey State Standard Terms and Conditions shall be revised as follows:

1. The following is hereby added to the State of New Jersey's Standard Terms and Conditions:

At no time shall any data or processes, which either belongs to or are intended for the use of State or its officers, agents, or employees, be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any capacity that does not include the State.

2. Section 6.1, entitled "Price Fluctuation During Contract" is hereby modified to include the following as the final paragraph:

Notwithstanding anything to the contrary, the State accepts any price changes approved by the Lead State in accordance with Master Agreement Section VI 6.1 (Pricing).

5.0 Miscellaneous

- A. No Waiver – No term or provision of this New Jersey Participating Addendum shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or any subsequent breach, except as may be expressly provided in the waiver or consent.
- B. Dispute Resolution – The State and Contractor will attempt to resolve any dispute through face-to-face or video negotiation with persons fully authorized to resolve the dispute or through non-binding mediation utilizing a mediator agreed to by the parties, rather than through litigation. No formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such persons conclude, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely.
- C. Arbitration or Mediation – Any provision regarding arbitration or binding mediation within the Master Agreement is deleted in its entirety.
- D. Pursuant to N.J.A.C. 17:12-1B.2, notwithstanding anything to the contrary in the Master Agreement, under no circumstances will the State indemnify Contractor and any such provision in the Master Agreement shall be of no force and effect.
- E. Notwithstanding anything to the contrary in the Master Agreement, the State shall not be responsible for the Contractor's attorney fees and/or expenses.
- F. Notwithstanding anything to the contrary in the Master Agreement, the State does not agree to auto-renewal of maintenance, technical support, service fees, subscription fees or any other product or service requiring periodic renewal.

G. Procurement Efficiency Program

1. Quarterly Sales Reporting – The Contractor shall submit a Sales Report documenting all sales made under the New Jersey Participating Addendum. The Sales Report shall be submitted directly to Periscope no later than thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report must contain the following information:
 - a. Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter;
 - b. Purchasing entity;
 - c. Total of Procurement Efficiency Program Fee amount due for the reporting quarter;
 - d. Such other information as the State may reasonably request;
 - e. If no sales were made against this New Jersey Participating Addendum during the reporting quarter, then a report shall be submitted showing zero sales and zero Procurement Efficiency Program Fee due; and
 - f. Quarterly Sales Reporting and remittance of the Procurement Efficiency Program Fee shall begin on the first calendar quarter starting after the effective date of the New Jersey Participating Addendum.
2. Procurement Efficiency Program Fee – For all purchases made under this New Jersey Participating Addendum, that have been invoiced, the Contractor shall remit the Procurement Efficiency Program Fee in the amount of one percent (1%) of all Purchases to Periscope acting on behalf of the State of New Jersey.
3. Remittance of the Procurement Efficiency Program Fee – On a quarterly basis, the Contractor shall remit the Procurement Efficiency Program Fee directly to Periscope no later than thirty (30) days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. Failure to remit the Procurement Efficiency Program Fee timely and accurately may result in Contract termination as outlined in the “Termination of Contract” clause of the State of New Jersey Standard Terms and Conditions, as attached hereto as Exhibit A.
4. **NJSTART** Marketplace Catalog Enablement – Contractor shall cooperate with State and/or Periscope as requested to upload catalog items and pricing consistent with this New Jersey Participating Addendum. Contractor shall upload catalog within (thirty) 30 calendar days of the date of execution of this New Jersey Participating Addendum. Failure to cooperate will result in the Contractor’s good and/or services not being represented in the **NJSTART** Marketplace. The Contractor shall ensure that the catalog complies with the scope, and terms and conditions of this New Jersey Participating Addendum. Any identified deviation from the New Jersey Participating Addendum must be corrected immediately. Any catalog that does not comply with the scope and terms and conditions of this New Jersey Participating Addendum can lead to a breach of contract and will be escalated to the Division of Purchase and Property’s Contract Compliance and Audit Unit for review and possible action.
5. Retention and Inspection of Records and Audit – The Contractor shall keep records of all sales made to all Using Agencies in sufficient detail to enable the State to determine the Procurement Efficiency Program Fee payable by the Contractor. The State and/or Periscope may examine and audit, at its own expense, Contractor’s sales records and Sales Reports for completeness and accuracy. If such examination reveals underpayment of the Procurement Efficiency Program Fee, the Contractor shall immediately pay to Periscope the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the State and/or Periscope for the cost of the audit.

H. Delivery Guarantees

1. Deliveries shall be made in accordance with the terms of the Master Agreement. Notwithstanding anything to the contrary in any Master Agreement, the State shall not pay shipping charges for failure to meet a minimum shipment amount.
2. In the event delivery of goods or services is not made within the number of days stipulated, the State shall be authorized to obtain the product or service from any available source. The Contractor shall be responsible for the delivery of new products in accordance with good commercial practice.

6.0 The State of New Jersey Mandatory Certification Requirements

The following are the State of New Jersey standard procurement forms and requirements that Contractor agrees to fulfill prior to the Effective Date. Some Authorized Purchasers may have additional requirements when placing an order and Contractor shall comply with same as necessary.

- A. [Ownership Disclosure](#) (N.J.S.A. 52:25-24.2);
- B. [Disclosure of Investment Activities in Iran](#) (N.J.S.A. 52:32-55 *et. seq.*);
- C. [Disclosure of Investigations and Actions Involving Bidder Form](#);
- D. [MacBride Principles](#) (N.J.S.A. 52:34-12.2);
- E. [Source Disclosure Certification](#) (N.J.S.A. 52:34-13.2);
- F. [Completed Contractor Certification and Disclosure of Political Contributions](#) (N.J.S.A. 19:44A-20:13 *et. seq.*);
- G. [Vendor Certification](#) (P.L. 2005, c.271);
- H. New Jersey Business Registration (N.J.S.A. 52:32-44);
- I. Proof of insurance as specified herein;
- J. [Proof of compliance with New Jersey Affirmative Action requirements](#) (N.J.A.C. 17:27-1.1 *et. seq.*):
 - New Jersey Form AA-302 Affirmative Action Employee Information Report; or
 - New Jersey Affirmative Action Certificate; or
 - Federal Affirmative Action Approval Letter.
- K. [Certification of Non-Involvement in Prohibited Activities in Russia or Belarus](#).

7.0 Primary Contacts

Any notice between the parties provided for in this New Jersey Participating Addendum and Exhibits, or elsewhere in the Master Agreement shall be in writing, and shall be sent both via regular certified mail return receipt requested and via email to the addresses provided. The Parties should give prompt notice to each other if the appropriate person or address changes. The primary contacts for this New Jersey Participating Addendum are as follows:

State of New Jersey – Department of the Treasury – Division of Purchase and Property	
Name	Michael Maciolek
Title	Procurement Lead
Address	33 West State Street, 8 th Floor, PO Box 230 Trenton, New Jersey 08625-0230
Telephone	(609) 341-9308
Fax	N/A
Email	Michael.maciolek@treas.nj.gov

State of New Jersey	
Name	David Millstein
Title	State Contract Manager
Address	33 West State Street, 9 th Floor, PO Box 230 Trenton, New Jersey 08625-0230
Telephone	(609) 292-7299
Fax	N/A
Email	David.Millstein@treas.nj.gov

Johnson Controls Fire Protection, LP	
Name	Tom Staves
Title	N/A
Address	660 Congress Ave Boca Raton, FL 33487
Telephone	443-676-8813
Fax	N/A
Email	thomas.staves@jci.com

IN WITNESS WHEREOF, The Contractor and the State have caused this New Jersey Participating Addendum to be executed by their authorized representatives and agree that this New Jersey Participating Addendum may be executed in counterparts, each original signed page to become part of the original document.

Johnson Controls Fire Protection, LP

Mark Altman

Signature

8/12/2025 | 4:32 AM PDT

Date

Mark Altman

Print Name and Title

**The State of New Jersey
Department of the Treasury - Division of Purchase and Property**

DocuSigned by:
Amy Davis

Amy F. Davis, Acting Director

September 5, 2025

Date

**Approved as to Form
Matthew J. Platkin, Attorney General
State of New Jersey – Department of Law and Public Safety**

Matthew J. Platkin

Signature

08/13/2025

Date

Raquel Y. Bristol, Deputy Attorney General

Print Name and Title

EXHIBITS

EXHIBIT A - The State of New Jersey Standard Terms and Conditions

EXHIBIT B - The Master Agreement, including its attachments and exhibits

EXHIBIT A - The State of New Jersey Standard Terms and Conditions



State of New Jersey Standard Terms and Conditions

(Revised February 8, 2024)

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

1.0 STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. The State's terms and conditions shall prevail over any conflicts set forth in a Contractor's Quote or Proposal.

2.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws, regulations or codes cited herein are available for review at the [New Jersey State Library](#), 185 West State Street, Trenton, New Jersey 08625.

2.1 BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the Contractor and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the Contractor who shall provide it to the State.

The contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director of the Division of Purchase and Property (Director) during the course of contract performance. The contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

2.2 OWNERSHIP DISCLOSURE

Pursuant to N.J.S.A. 52:25-24.2, in the event the Contractor is a corporation, partnership or limited liability company, the Contractor must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Contractor's failure to submit the completed and signed form prior to or with its Quote will result in the Contractor being ineligible for a Contract award, unless the Division of Purchase and Property (Division) has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote.

In the alternative, a Contractor with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

2.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, the Contractor must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities as directed on the form. A Contractor's failure to submit the completed and signed form will preclude the award of a Contract to said Contractor.

2.4 ANTI-DISCRIMINATION

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions

Contracts (Exhibit B and Exhibit C - Executive Order 151 Requirements) as appropriate.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

2.5 AFFIRMATIVE ACTION

In accordance with N.J.A.C. 17:27-1.1, prior to award, the Contractor and subcontractor must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Contractors or subcontractors not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at https://www.state.nj.us/treasury/contract_compliance/.

2.6 AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101, et seq.

2.7 MACBRIDE PRINCIPLES

The Contractor must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.8 PAY TO PLAY PROHIBITIONS

New Jersey law insulates the negotiation and award of State contracts from political contributions that pose a risk of improper influence, purchase of access or the appearance thereof. P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51") and Executive Order 333 (2023).

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L.2005, c.51, rev. P.L.2023, c.30), a "fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. A contract awarded under a process that includes public bidding or competitive contracting pursuant to State contracts law shall constitute a fair and open process. N.J.S.A. 19:44A-20.23. The agency conducting the procurement will need to determine whether the procurement meets the Election Transparency Act definition of a "fair and open process" and instruct vendors on the applicability of Chapter 51.

A. For Contracts Awarded Pursuant to a Fair and Open Process

Pursuant to P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51"), and Executive Order No. 333 (2023), contracts awarded pursuant to a fair and open process do not require a certification or disclosure of any solicitation or contribution of money, or pledge of contribution, including in-kind contributions.

B. For Contracts Awarded Pursuant to a Non-Fair and Open Process

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L.2005, c.51, rev. P.L.2023, c.30), and Executive Order 333 (2023), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a Continuing Political Committee or to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor during certain specified time periods. It shall be a breach of the terms of the contract for the Business Entity to:

- (1) Make or solicit a contribution in violation of the statute;
- (2) Knowingly conceal or misrepresent a contribution given or received;
- (3) Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (4) Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor;
- (5) Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- (6) Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (7) Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- (8) Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made.

A "Continuing Political Committee" means any political organization (a) organized under section 527 of the Internal Revenue Code; and (b) consisting of any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$5,500 to the aid or promotion of the candidacy of an individual, or of the candidacies of individuals, for elective public office, or the passage or defeat of a public question or public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined to be a Continuing Political Committee by the New Jersey Election Law Enforcement Commission under N.J.S.A.19:44A-8. A Continuing Political Committee does not include a "political party committee," a "legislative leadership committee," or an "independent expenditure committee," as defined in N.J.S.A. 19:44A-3.

Prior to awarding any Contract or agreement to any Business Entity pursuant to a non-fair and open process, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51 /Executive Order 333 Vendor Certification and Disclosure of Political Contributions for Non-Fair and Open Contracts, certifying either that no contributions to a Continuing Political Committee or to a candidate committee or election fund of a gubernatorial candidate have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>.

2.9 POLITICAL CONTRIBUTION DISCLOSURE

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L.2005, c.271, rev. P.L.2023, c.30) if in a calendar year the contractor receives one or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at <http://www.elec.state.nj.us/>.

2.10 STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- A. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;
- B. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards, now known as the State Ethics Commission;
- C. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, now known as the State Ethics Commission, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;
- D. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;
- E. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and
- F. The provisions cited above in paragraphs 2.8A through 2.8E shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards, now known

as the State Ethics Commission may promulgate under paragraph 3c of Executive Order No. 189.

2.11 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by a Contractor in dealings with the State. The guide can be found at: <https://www.nj.gov/treasury/purchase/pdf/BusinessEthicsGuide.pdf>.

2.12 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

2.13 COMPLIANCE - LAWS

The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2.14 COMPLIANCE - STATE LAWS

It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

2.15 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

2.16 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS

The Contractor should submit the Disclosure of Investigations and Other Actions Form which provides a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Contractor does not submit the form with the Quote, the Contractor must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

2.17 DISCLOSURE OF PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1 et seq. (P.L. 2022, c.3), a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not identified on the list of persons or entities engaging in prohibited activities in Russia or Belarus. Consistent with the federal law, the list of persons and entities engaging in prohibited activities in Russia or Belarus shall consist of all persons and entities appearing on the list of Specially Designated Nationals and Blocked Persons promulgated by the Office of Foreign Assets Control (OFAC) on account of activity relating to Russia or Belarus.

3.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

3.1 COMPLIANCE - CODES

The contractor must comply with New Jersey Uniform Construction Code and the latest National Electrical Code 70®, B.O.C.A. Basic Building code, Occupational Safety and Health Administration and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The Contractor's signature on [the proposal] is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by [the proposal] has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the Contractor's signature on the proposal is also his/her guarantee that he/she and any subcontractors he/she might employ to perform the work covered by [the proposal] shall comply with

the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

3.3 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance.

3.4 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

- A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- C. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:
 1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;
 2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
 3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions; and
 4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

3.5 BUILDING SERVICE

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor

or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

3.6 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.

3.7 SERVICE PERFORMANCE WITHIN U.S.

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

3.8 BUY AMERICAN

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States, whenever available, and the contractor shall be required to so certify.

3.9 DOMESTIC MATERIALS

Pursuant to N.J.S.A. 52:33-2 et seq., if the contract is for the construction, alteration or repair of any public work, the contractor and all subcontractors shall use only domestic materials in the performance of the work unless otherwise noted in the specifications.

3.10 DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

3.11 EMPLOYEE MISCLASSIFICATION

In accordance with [Governor Murphy's Executive Order #25](#) and the [Task Force's July 2019 Report](#), employers are required to properly classify their employees. Workers are presumed to be employees and not independent contractors, unless the employer can demonstrate all three factors of the "ABC Test" below:

- A. Such individual has been and will continue to be free from control or direction of the performance of such service, but under his or her contract of service and in fact; and
- B. Such service is either outside the usual course of business for which such service is performed, or that such service is performed outside of all places of business of the enterprise for which such service is performed; and
- C. Such individual is customarily engaged in an independently established trade, occupation, profession or business.

This test has been adopted by New Jersey under its Wage & Hour, Wage Payment and Unemployment Insurance Laws to determine whether a worker is properly classified. Under N.J.S.A. 34:1A-1.17-1.19, the Department of Labor and Workforce Development has the authority to investigate potential violations of these laws and issue penalties and stop work order to employers found to be in violation of the laws.

3.12 CYBERSECURITY INCIDENT REPORTING REQUIREMENT

Pursuant to N.J.S.A. 52:17B-193.2 et seq. (P.L.2023, c.19), Contractors that have access to, or host the State's network(s), system(s), application(s), or information shall report Cybersecurity Incidents to the New Jersey Office of Homeland Security and Preparedness (NJ OHSP) at <https://www.cyber.nj.gov/report/> within 72 hours of when the Contractor reasonably believes that a Cybersecurity Incident has occurred.

Consistent with N.J.S.A. 52:17B-193.2, "Cybersecurity Incident" means a malicious or suspicious event occurring on or conducted through a computer network that jeopardizes the integrity, confidentiality, or availability of an information system or the information the system processes, stores, or transmits.

Consistent with N.J.S.A. 52:17B-193.3(f), any Cybersecurity Incident notification submitted to the NJ OHSP shall be deemed confidential, non-public, and not subject to the provisions of P.L.1963, c.73 (C.47:1A-1 et seq.), commonly known as the New Jersey Open Public Records Act, as amended and supplemented, and may not be discoverable in any civil or criminal action or subject to subpoena, unless the subpoena is issued by the New Jersey State Legislature and deemed necessary for the purposes of legislative oversight.

This reporting required by N.J.S.A. 52:17B-193.2 et seq. (P.L.2023, c.19) to NJ OHSP is in addition to the Contractor's responsibility to report Security Incidents as may be set forth in Contract Scope of Work or the Waivered Contracts Supplement to the State of New Jersey Terms and

Conditions. If the Waivered Contracts Supplement is not made part of the contract and a notification period is not specified in the Contract Scope of Work, the Contractor shall give notice of the Cybersecurity Incident to the Using Agency as soon as practicable, but no less than one business day, after the Contractor reasonably believes that a Cyber Security Incident has occurred.

4.0 INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION

The contractor's liability to the State and its employees in third party suits shall be as follows:

- A. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract;
- B. The contractor's indemnification and liability under subsection (A) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and
- C. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

4.2 INSURANCE

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. If the contractor's insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide the same. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at: ccau.certificate@treas.nj.gov

The insurance to be provided by the contractor shall be as follows:

- A. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;
- B. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;
- C. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
 1. \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
 2. \$1,000,000 DISEASE EACH EMPLOYEE; and
 3. \$1,000,000 DISEASE AGGREGATE LIMIT.

This \$1,000,000 amount may be raised when deemed necessary by the Director;

In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq., (small business set asides) the minimum amount of insurance coverage in subsections A, B, and B. above may be amended for certain commodities when deemed in the best interests of the State by the Director.

5.0 TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR

The contractor's status shall be that of any independent contractor and not as an employee of the State.

5.2 FORCE MAJEURE

Neither party will be liable to the other for any delay or inability to perform its obligations if such delay or inability arises from any act of God, fire,

natural disaster, act of war (declared or undeclared), act of terrorism (domestic or international), riot, civil disturbance, pandemic or other public health crisis (arising during the term of the contract) In the event of such a delay or inability to perform, the time for performance will be extended by an amount reasonable under the specific circumstances and mutually agreed-upon date sufficient to allow Vendor to perform the work delayed by the force majeure.

5.3 CONTRACT TERM AND EXTENSION OPTION

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and
- B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

Any changes or modifications to the terms of this Contract shall be valid only when they have been reduced to writing and signed by the Contractor and the Director.

5.5 CHANGE IN LAW

If, after award, a change in applicable law or regulation occurs which affects the Contract, the parties may amend the Contract, whether including new work required by the change in law or to eliminate work no longer required by the change in law along with a commensurate price change. The parties shall negotiate the terms of the change in good faith, however if agreement is not possible after reasonable efforts, the Director shall make a prompt decision taking all relevant information into account, and shall notify the Contractor of the final adjusted scope of work and contract price.

5.6 SUSPENSION OF WORK

The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance.

5.7 TERMINATION OF CONTRACT

- A. For Convenience:
Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;
- B. For Cause:
 1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond; and
 2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.
- C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and
- D. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING

The Contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such

consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws. Nothing contained in any of the contract documents, shall be construed as creating any contractual relationship between any subcontractor and the State.

5.9 RESERVED

5.10 MERGERS, ACQUISITIONS AND ASSIGNMENTS

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than 30 days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

- A. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice;
- B. All equipment supplied to the State and operated by electrical current is UL listed where applicable;
- C. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;
- D. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;
- E. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;
- F. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and
- G. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

5.12 DELIVERY REQUIREMENTS

- A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;
- B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;
- C. Items delivered must be strictly in accordance with the contract; and
- D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 APPLICABLE LAW AND JURISDICTION

This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

5.14 CONTRACT AMENDMENT

Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

5.15 MAINTENANCE OF RECORDS AND AUDITS

- A. Pursuant to N.J.A.C. 17:44-2.2, the contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- B. The State may request, receive, review, and audit copies of any and all records and documents related to a State contract at any time. The Contractor shall make a good faith effort to cooperate with the request and upon receipt of the request, the Contractor shall promptly provide

the requested records and documents free of charge in the time, place, and manner specified. Failure of the contractor to comply with the request or the audit may be used by the State to establish contract non-compliance, to take any action, or seek any remedy available under the contract, at law, or in equity.

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

- A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;
- B. It shall advise the Attorney General of New Jersey:
 1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and
 2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and
- D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

5.17 NEWS RELEASES

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this Contract without the prior written consent of the Director.

5.18 ADVERTISING

The Contractor shall not use the State's name, seal, or logos as a part of any commercial advertising without first obtaining the prior written consent of the New Jersey Secretary of State. The Contractor shall not use a Department or Using Agency's name, seal, logos, images, or any data or results arising from this Contract as a part of any commercial advertising without first obtaining the prior written consent of the Department.

5.19 ORGAN DONATION

As required by N.J.S.A. 52:32-33.1, the State encourages the contractor to disseminate information relative to organ donation and to notify its employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees should be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. 1320b-8 to serve in this State.

5.20 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Contract. Notwithstanding the requirements of the Bid Solicitation, the Contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the Contractor in its Quote.

5.21 CLAIMS AND REMEDIES

- A. All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.
- B. Nothing in this Contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.
- C. In the event that the Contractor fails to comply with any material Contract requirements, the Director may take steps to terminate this Contract in accordance with the SSTC, authorize the delivery of Contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.22 ACCESSIBILITY COMPLIANCE

The Contractor acknowledges that the State may be required to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. The Contractor agrees that any information that it provides to the State in the form of a Voluntary Product Accessibility Template (VPAT) about the accessibility of the Software is accurate to a commercially reasonable standard and the Contractor agrees to provide the State with technical information available to support such VPAT documentation in the event that the State relied on any of Contractor's VPAT information to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. In addition, Contractor shall defend any claims

against the State that the Software does not meet the accessibility standards set forth in the VPAT provided by Provider in order to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794 and will indemnify the State with regard to any claim made against the State with regard to any judgment or settlement resulting from those claims to the extent the Provider's Software provided under this Contract was not accessible in the same manner as or to the degree set forth in the Contractor's statements or information about accessibility as set forth in the then-current version of an applicable VPAT.

5.23 CONFIDENTIALITY

- A. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;
- B. By virtue of this Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure Vendor Intellectual Property ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;
- C. The State's Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);
- D. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
- E. The State agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
- F. In the event that the State receives a request for Contractor Confidential Information related to this Contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;
- G. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and
- H. Notwithstanding the requirements of nondisclosure described in this Section, either party may release the other party's Confidential Information:
 - (i) if directed to do so by a court or arbitrator of competent jurisdiction; or
 - (ii) pursuant to a lawfully issued subpoena or other lawful document request:
 - (a) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.23(F), or if Contractor is unsuccessful in defending its rights as described in Section 5.23(F); or
 - (b) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.23(G), or if the State is unsuccessful in defending its rights as described in Section 5.23(G).

6.0 TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

In an exceptional situation the State may consider a price adjustment. Requests for price adjustments must include justification and documentation.

6.2 TAX CHARGES

The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

6.3 PAYMENT TO VENDORS

- A. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract

resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;

- B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the Bill of Lading, and/or other documentation to confirm shipment and receipt of contracted goods must be received by the using agency prior to payment. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work and must be in strict accordance with the firm, fixed prices submitted for each task or subtask. When applicable, invoices should reference the appropriate task or subtask or price line number from the contractor's proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;
- C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and
- D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Office of Diversity and Inclusion.
- E. The Contractor shall have sole responsibility for all payments due any Subcontractor

6.4 OPTIONAL PAYMENT METHOD: P-CARD

The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

6.5 NEW JERSEY PROMPT PAYMENT ACT

The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice. Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

6.6 AVAILABILITY OF FUNDS

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

7.0 TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Section of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

7.1 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7.3 PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

7.4 EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules,

regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7.5 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

7.6 COPELAND ANTI-KICK-BACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7.9 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

- 7.9.1.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 7.9.1.2 The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 7.9.1.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7.11 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115–232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

EXHIBIT A - GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.A.C. 17:27 et seq.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

EXHIBIT B - CONSTRUCTION CONTRACTS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)N.J.S.A. 10:5-39 et seq. (P.L. 1983, c. 197)N.J.A.C. 17:27-1.1 et seq.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

N.J.S.A. 10:5-39 et seq. requires contractors, subcontractors, and permitted assignees performing construction, alteration, or repair of any building or public work in excess of \$250,000 to guarantee equal employment opportunity to veterans.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
 - (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
 - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXHIBIT C - EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <https://newjersey.usnlx.com/>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.

State of New Jersey Standard Terms and Conditions

(Revised February 8, 2024)

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT

Signature

Date

Print Name and Title

Print Name of Contractor

EXHIBIT B - The Master Agreement, including its attachments and exhibits

STATE OF NEVADA COOPERATIVE CONTRACT

Nevada Contract Number:	99SWC-NV23-16270		
Master Agreement Number:	99SWC-NV23-16270		
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:	Johnson Controls Fire Protection LP		
Address:	660 Congress Ave.		
City, State, Zip Code:	Boca Raton, FL 33487		
Contact:	Thomas Staves		
Phone:	443-676-8813	Email:	Thomas.staves@jci.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. NEGOTIATED NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS 2023-08-03
- 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: Johnson Controls Fire Protection LP
Signature: 	Signature: 
Name: Gideon K. Davis	Name: Greg Cominos
Title: Administrator	Title: VP Commercial Sales
Date: 8/3/2023 12:54 PM PDT	Date: 8/3/2023 12:53 PM PDT

ATTACHMENT A
NASPO VALUEPOINT
MASTER AGREEMENT
TERMS AND CONDITIONS



ATTACHMENT A
NEGOTIATED NASPO VALUEPOINT MASTER AGREEMENT TERMS AND
CONDITIONS 2023-08-03

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.
- 4.11 Scope of Work.** This Agreement shall only anticipate the engagement of Contractor with respect to the installation and on-site services performed by Contractor or Contractor's subcontractors on Participating Entity premises. This Agreement shall not apply to and specifically excludes any off-site monitoring provided by Contractor for the benefit of Customer (the "Central Station Monitoring Services").

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. To the extent not confidential, 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 (30) 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 forty-five (45) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. Failure to make payments when due (due date to be set no sooner than 45 days after the date of invoice and subject to any state specific set limitations on the authority to pay invoiced amounts for services not yet performed) will give the Contractor, without prejudice to any other right or remedy, the right to 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 Substantial Completion (defined as performance sufficiently complete to allow performance of the contracted system or service to perform the functions for which the parties intended) of Contractor's Scope of Work (communicated in writing as a date certain

from Contractor to the Purchasing Entity with the opportunity of a 15 day period in which Customer may dispute Contractor's assessment that Substantial Completion has occurred to the satisfaction of the Purchasing Entity) that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, representations made by Contractor in writing to the Purchasing Entity regarding the sufficiency of the work performed related to any written stated goals by Purchasing Entity and in accordance with instruction manuals, and (b) the Product is free of defects. These warranties are in lieu of all other warranties, express or implied, including but not limited to those of merchantability and fitness for a specific purpose. All other warranties are expressly disclaimed and waived.

- 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 a license to use any Embedded Software in the Product, which shall be subject to the terms and conditions of the software license agreement accompanying such Product, provided that any clause in such software license agreement that requires a State Government to indemnify the Contractor or a third party is unenforceable against the State Government, and the State Government authorized end user shall not be deemed to have accepted such clause by virtue of accepting such software license agreement. The Purchasing Entity has the right to seek to negotiate the terms and conditions of third party software products in order to address impermissible terms under their respective state law and may request alternate software if an impasse is reached regarding such negotiation. 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 the Product, and, solely in connection with use of the Product, to, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose documentation 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. The foregoing license does not apply to software, which shall be subject to the terms and conditions of the software license agreements accompanying such software, provided that any clause in such software license agreement that requires a State Government to indemnify the Contractor or a third party is unenforceable against the State Government, and the State Government authorized end user shall not be deemed to have accepted such clause by virtue of accepting such software license agreement. As also indicated above, the Purchasing Entity has the right to seek to negotiate the terms and conditions of third party software products in order to address impermissible terms under their respective state law and may request alternate software if an impasse is reached regarding such negotiation.

XII. Indemnification and Limitation of Liability

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 but only to the extent arising from Contractor’s (i) negligent acts or willful misconduct in fulfilling its obligations under this Agreement, or (ii) acts that give rise to strict liability.

12.2 Intellectual Property Indemnification. The parties do not anticipate the creation of New Intellectual Property. 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”). Contractor retains the right, at its option, to: a) make the product non-infringing, b) replace the infringing product; or c) refund amounts paid to Contractor for the infringing product. These retained rights of the Contractor are in addition to Contractor’s defense and indemnification obligations.

12.2.1 The Contractor’s obligations under this section for indemnity (but not defense) will not extend to claims or damages arising

from: a) design or specifications provided by Indemnified Parties; b) Product modifications made by Indemnified Parties, except those directed, proposed, or authorized in writing by the Contractor; c) use of the Products and products reasonably expected to be used in combination with the Product contrary to its ordinary use identified by Contractor, including but not limited to technical specifications or documented training provided by Contractor in advance; d) failure of Indemnified Parties to implement any updates provided by Contractor; or e) 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; or

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.

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.

12.3 Limitation of Liability.

12.3.1 Mutual Waiver of Consequential Damages. In no event, whether in contract, tort or otherwise (including breach of warranty, negligence, product liability and strict liability in tort), will Contractor, NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees and its affiliates and their respective personnel, suppliers and vendors be liable to customer (directly or indirectly) under any cause of action or theory of liability arising from, relating to, or in connection with this agreement, even if advised of the possibility of such damages, for any: special, incidental, consequential, punitive, or indirect damages.

12.3.2 Liability Cap. Reserved for negotiation in any applicable Participating Addendum, as illustrated below:

12.3.2.1 “In no event shall Contractor and its affiliates and their respective personnel, suppliers and vendors be liable for any damages relating to the agreement or the services contemplated thereby in any amount exceeding the total amounts paid or payable to Contractor, regardless of the cause and whether arising in contract, tort (including negligence) or otherwise.”

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 one or more of the following events, if such occurrence or continuation of such occurrence is beyond the party's reasonable control and substantially inhibits the party's ability to deliver Product or other deliverables in accordance with this Master Agreement: fire, riot, unusually severe weather, other acts of God, acts of war or terrorism, and restrictions on the movement of people or goods imposed in a public health order or by a declared state of emergency. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.
- 14.8 Defaults and Remedies**
- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 14.8.1.1** Nonperformance of contractual requirements;
 - 14.8.1.2** A material breach of any term or condition of this Master Agreement;

14.8.3.6 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

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Johnson Controls Fire Protection, LP

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

Nationwide

1. BACKFLOW PREVENTION SYSTEM (CATEGORY 1)		Not to Exceed	
1.1.	BACKFLOW PREVENTION SYSTEM	Unit	Rate
1.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 295.48
1.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 295.48
1.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 443.22
1.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 590.96
1.1.5.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 194.00
1.1.6.	Repair - Telephone Support	Per Hour	NA
1.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 139.00
1.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 278.00
1.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
1.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
1.1.12.	Materials Mark-up	% of contractor cost	35.00%
1.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
1.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
1.2.1.	*Metro Markets (two hour minimum)	Per Hour	\$ 194.00
1.2.2.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
1.2.3.	Sprinkler CAD LAB	Per Hour	\$ 180.32
1.2.4.	Sprinkler COMM LAB	Per Hour	\$ 270.03
1.2.5.	Sprinkler DSGN LAB	Per Hour	\$ 244.75
1.2.6.	Sprinkler TECH LAB	Per Hour	\$ 270.03
1.2.7.	Sprinkler PREP LAB	Per Hour	\$ 231.91
1.2.8.	Sprinkler PM LAB	Per Hour	\$ 270.65
1.2.9.		Per Hour	\$ -
1.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Johnson Controls Fire Protection, LP

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

Nationwide

2. STANDPIPE INSPECTIONS - FIRE HOSE (CATEGORY 2)

2.1.	STANDPIPE INSPECTIONS - FIRE HOSE	Unit	Rate
2.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 295.48
2.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 295.48
2.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 443.22
2.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 590.96
2.1.5.	Repair - Telephone Support	Per Hour	NA
2.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 194.00
2.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 139.00
2.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 208.50
2.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 278.00
2.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
2.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
2.1.12.	Materials Mark-up	% of contractor cost	35.00%
2.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
2.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
2.2.1.	*Metro Markets (two hour minimum)	Per Hour	\$ 194.00
2.2.2.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
2.2.3.	Sprinkler CAD LAB	Per Hour	\$ 180.32
2.2.4.	Sprinkler COMM LAB	Per Hour	\$ 270.03
2.2.5.	Sprinkler DSGN LAB	Per Hour	\$ 244.75
2.2.6.	Sprinkler TECH LAB	Per Hour	\$ 270.03
2.2.7.	Sprinkler PREP LAB	Per Hour	\$ 231.91
2.2.8.	Sprinkler PM LAB	Per Hour	\$ 270.65
2.2.9.		Per Hour	\$ -
2.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Johnson Controls Fire Protection, LP

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

Nationwide

3. AUTOMATIC FIRE PUMPS (CATEGORY 3)

3.1.	AUTOMATIC FIRE PUMPS	Unit	Rate
3.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 295.48
3.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 295.48
3.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 443.22
3.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 590.96
3.1.5.	Repair - Telephone Support	Per Hour	NA
3.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 194.00
3.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 139.00
3.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 208.50
3.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 278.00
3.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
3.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
3.1.12.	Materials Mark-up	% of contractor cost	35.00%
3.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
3.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
3.2.1.	*Metro Markets (two hour minimum)	Per Hour	\$ 194.00
3.2.2.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
3.2.3.	Sprinkler CAD LAB	Per Hour	\$ 180.32
3.2.4.	Sprinkler COMM LAB	Per Hour	\$ 270.03
3.2.5.	Sprinkler DSGN LAB	Per Hour	\$ 244.75
3.2.6.	Sprinkler TECH LAB	Per Hour	\$ 270.03
3.2.7.	Sprinkler PREP LAB	Per Hour	\$ 231.91
3.2.8.	Sprinkler PM LAB	Per Hour	\$ 270.65
3.2.9.		Per Hour	\$
3.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Johnson Controls Fire Protection, LP

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

Nationwide

4. FIRE SPRINKLER SYSTEMS (CATEGORY 4)

4.1.	FIRE SPRINKLER SYSTEMS	Unit	Rate
4.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 295.48
4.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 295.48
4.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 443.22
4.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 590.96
4.1.5.	Repair - Telephone Support	Per Hour	NA
4.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 194.00
4.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 139.00
4.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 208.50
4.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 278.00
4.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
4.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
4.1.12.	Materials Mark-up	% of contractor cost	35.00%
4.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
4.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
4.2.1.	*Metro Markets (two hour minimum)	Per Hour	\$ 194.00
4.2.2.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
4.2.3.	Sprinkler CAD LAB	Per Hour	\$ 180.32
4.2.4.	Sprinkler COMM LAB	Per Hour	\$ 270.03
4.2.5.	Sprinkler DSGN LAB	Per Hour	\$ 244.75
4.2.6.	Sprinkler TECH LAB	Per Hour	\$ 270.03
4.2.7.	Sprinkler PREP LAB	Per Hour	\$ 231.91
4.2.8.	Sprinkler PM LAB	Per Hour	\$ 270.65
4.2.9.		Per Hour	\$
4.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Johnson Controls Fire Protection, LP

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

Nationwide

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

FIRE DETECTION - FIRE ALARM SYSTEMS		Unit	Rate
5.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 307.10
5.1.1.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 307.10
5.1.2.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 460.65
5.1.3.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 614.20
5.1.4.	Repair - Telephone Support	Per Hour	\$ 168.00
5.1.5.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 211.00
5.1.6.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 168.00
5.1.7.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 252.00
5.1.8.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 336.00
5.1.9.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
5.1.10.	Monitoring/Maintenance - Option B	% of system cost	0.00%
5.1.11.	Materials Mark-up	% of contractor cost	35.00%
5.1.12.	Subcontractor Mark-up	% of subcontractor cost	30.00%
5.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
5.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
5.2.1.	Metro Markets (two hour minimum)	Per Hour	\$ 211.00
5.2.2.	Electrical CAD LAB	Per Hour	\$ 182.10
5.2.3.	Electrical COMM LAB	Per Hour	\$ 304.18
5.2.4.	Electrical DSGN LAB	Per Hour	\$ 246.61
5.2.5.	Electrical TECH LAB	Per Hour	\$ 302.23
5.2.6.	Electrical PREP LAB	Per Hour	\$ 221.94
5.2.7.	Electrical PM LAB	Per Hour	\$ 304.88
5.2.8.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
5.2.9.		Per Hour	\$ -
5.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Johnson Controls Fire Protection, LP

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

Nationwide

6. EMERGENCY LIGHTING (CATEGORY 6)

EMERGENCY LIGHTING		Unit	Rate
6.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 307.10
6.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 307.10
6.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 460.65
6.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 614.20
6.1.5.	Repair - Telephone Support	Per Hour	NA
6.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 211.00
6.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 168.00
6.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 252.00
6.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 336.00
6.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
6.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
6.1.12.	Materials Mark-up	% of contractor cost	35.00%
6.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
6.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
6.2.1.	Electrical CAD LAB	Per Hour	\$ 182.10
6.2.2.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
6.2.3.	Metro Markets (two hour minimum)	Per Hour	\$ 211.00
6.2.4.		Per Hour	\$ -
6.2.5.		Per Hour	\$ -
6.2.6.		Per Hour	\$ -
6.2.7.		Per Hour	\$ -
6.2.8.		Per Hour	\$ -
6.2.9.		Per Hour	\$ -
6.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Johnson Controls Fire Protection, LP

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

Nationwide

7. SPECIAL HAZARD FIRE SUPPRESSION SYSTEMS (CATEGORY 7)

SPECIAL HAZARD FIRE SUPPRESSION SYSTEMS		
	Unit	Rate
7.1.1.	Maximum Labor Rate (for any title)	Per Hour \$ 307.59
7.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour \$ 229.65
7.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour \$ 344.48
7.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour \$ 615.18
7.1.5.	Repair - Telephone Support	Per Hour \$ 162.00
7.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour \$ 205.00
7.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour \$ 162.00
7.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour \$ 243.00
7.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour \$ 324.00
7.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month \$ -
7.1.11.	Monitoring/Maintenance - Option B	% of system cost 0.00%
7.1.12.	Materials Mark-up	% of contractor cost 35.00%
7.1.13.	Subcontractor Mark-up	% of subcontractor cost 30.00%
7.2. Other Labor Categories (cannot exceed max rate above):		
	Unit	Rate
7.2.1.	Metro Markets (two hour minimum)	Per Hour \$ 205.00
7.2.2.	Prevailing wage (Service) Additional amount added to MLR	Per Hour \$ 60.00
7.2.3.	Electrical TECH LAB	Per Hour \$ 302.23
7.2.4.	Suppression CAD LAB	Per Hour \$ 191.52
7.2.5.	Suppression COMM LAB	Per Hour \$ 229.65
7.2.6.	Suppression DSGN LAB	Per Hour \$ 268.10
7.2.7.	Suppression TECH LAB	Per Hour \$ 235.46
7.2.8.	Suppression INST LAB	Per Hour \$ 229.65
7.2.9.	Suppression PREP LAB	Per Hour \$ 189.90
7.2.10.	Suppression PM LAB	Per Hour \$ 307.59

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Johnson Controls Fire Protection, LP

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

Nationwide

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

8.1.	PORTABLE FIRE EXTINGUISHER INSPECTION - SERVICE AND TESTING	Unit	Rate
8.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 144.00
8.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
8.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
8.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ -
8.1.5.	Repair - Telephone Support	Per Hour	\$ -
8.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ -
8.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 133.00
8.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 199.50
8.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 266.00
8.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
8.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
8.1.12.	Materials Mark-up	% of contractor cost	35.00%
8.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
8.1.14.	(Vendors can propose per extenguisher pricing seperately from labor rates)	Per Device	\$ -
8.1.15.	Annual Maintenance per extinguisher (seal, collar tag, hazmat label)	Per extinguisher	\$ -
8.1.16.	5 lb. ABC Dry Checmical Extingusiter - 6 year maintenance/recharge	Per extinguisher	\$ -
8.1.17.	10 lb. ABC Dry Checmical Extingusiter - 6 year maintenance/recharge	Per extinguisher	\$ -
8.1.18.	20 lb. ABC Dry Checmical Extingusiter - 6 year maintenance/recharge	Per extinguisher	\$ -
8.1.19.	5 lb. CO2 Extinguisher - 5-year hydrostatic test	Per extinguisher	\$ -
8.1.20.	2.5 gal. PR/Water Extinguisher - 5-year hydrostatic test	Per extinguisher	\$ -
8.1.21.	5 lb. Co2 Extinguisher - recharge	Per extinguisher	\$ -
8.1.22.	10 lb. Co2 Extinguisher - recharge	Per extinguisher	\$ -
8.1.23.	20 lb. Co2 Extinguisher - recharge	Per extinguisher	\$ -
8.1.24.	2.5 gal. PR/Water Extinguisher - recharge	Per extinguisher	\$ -
8.1.25.	45 lb. ABC Dry Chemical Cylinder - 12-year hydrottest (hood system)	Per extinguisher	\$ -
8.1.26.	45 lb. ABC Dry Chemical Cylinder - 6-year recharge (hood system)	Per extinguisher	\$ -
8.2.	Other Categories (cannot exceed max rate above):	Unit	Rate
8.2.1.	(Vendors can propose per extenguisher pricing seperately from labor rates)	Per Device	\$ -
8.2.2.	Minimum Charge	Per Hour	\$ 133.00
8.2.3.		Per Hour	\$ -
8.2.4.		Per Hour	\$ -
8.2.5.		Per Hour	\$ -
8.2.6.		Per Hour	\$ -
8.2.7.		Per Hour	\$ -
8.2.8.		Per Hour	\$ -
8.2.9.		Per Hour	\$ -
8.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Johnson Controls Fire Protection, LP

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

Nationwide

9. NEW PORTABLE FIRE EXTINGUISHERS (CATEGORY 9)

9.1.	NEW PORTABLE FIRE EXTINGUISHERS	Unit	Rate
9.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 144.00
9.1.2.	Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 133.00
9.1.3.	After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 199.50
9.1.4.	Weekend/Holiday Labor Rate	Per Hour	\$ 266.00
9.1.5.	Telephone Support	Per Hour	\$ -
9.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
9.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
9.1.12.	Materials Mark-up	% of contractor cost	35.00%
9.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
9.1.12.	5 lb. ABC Dry Checmical Extingusiter - new	Per Extinguisher	\$ -
9.1.13.	10 lb. ABC Dry Checmical Extingusiter - new	Per Extinguisher	\$ -
9.1.14.	20 lb. ABC Dry Checmical Extingusiter - new	Per Extinguisher	\$ -
9.1.15.	2.5 gal. PR/Water Extinguister - new	Per Extinguisher	\$ -
9.1.16.	5 lb. CO2 Extinguisher - new	Per Extinguisher	\$ -
9.1.17.	10 lb. CO2 Extinguisher - new	Per Extinguisher	\$ -
9.1.18.	20 lb. CO2 Extinguisher - new	Per Extinguisher	\$ -
9.1.19.	45 lb. ABC Dry Chemical Cylinder - new (hood system)	Per Extinguisher	\$ -
9.1.20.	45 lb. ABC Dry Chemical Cylinder - new (hood system)	Per Extinguisher	\$ -
9.2.	Other Categories (cannot exceed max rate above):	Unit	Rate
9.2.1.	(Vendors can propose per extenguisher pricing seperately from labor rates)	Per Device	\$ -
9.2.2.		Per Hour	\$ -
9.2.3.		Per Hour	\$ -
9.2.4.		Per Hour	\$ -
9.2.5.		Per Hour	\$ -
9.2.6.		Per Hour	\$ -
9.2.7.		Per Hour	\$ -
9.2.8.		Per Hour	\$ -
9.2.9.		Per Hour	\$ -
9.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Johnson Controls Fire Protection, LP

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

Nationwide

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

10.1.	KITCHEN FIRE SUPPRESSION COMMERCIAL HOOD SYSTEM	Unit	Rate
10.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 307.59
10.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 229.65
10.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 344.48
10.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 615.18
10.1.5.	Repair - Telephone Support	Per Hour	\$ 162.00
10.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 205.00
10.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 162.00
10.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 243.00
10.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 324.00
10.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
10.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
10.1.12.	Materials Mark-up	% of contractor cost	35.00%
10.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
10.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
10.2.1.	Metro Markets (two hour minimum)	Per Hour	\$ 205.00
10.2.2.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
10.2.3.	Electrical TECH LAB	Per Hour	\$ 302.23
10.2.4.	Suppression CAD LAB	Per Hour	\$ 191.52
10.2.5.	Suppression COMM LAB	Per Hour	\$ 229.65
10.2.6.	Suppression DSGN LAB	Per Hour	\$ 268.10
10.2.7.	Suppression TECH LAB	Per Hour	\$ 235.46
10.2.8.	Suppression INST LAB	Per Hour	\$ 229.65
10.2.9.	Suppression PREP LAB	Per Hour	\$ 189.90
10.2.10.	Suppression PM LAB	Per Hour	\$ 307.59

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Johnson Controls Fire Protection, LP

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

Nationwide

11. COMMERCIAL HOOD SYSTEM CLEANING (CATEGORY 11)

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

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Johnson Controls Fire Protection, LP

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	\$ 307.10
12.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 307.10
12.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 460.65
12.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 614.20
12.1.5.	Repair - Telephone Support	Per Hour	\$ 168.00
12.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 211.00
12.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 168.00
12.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 252.00
12.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 336.00
12.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
12.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
12.1.12.	Materials Mark-up	% of contractor cost	35.00%
12.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
12.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
12.2.1.	Metro Markets (two hour minimum)	Per Hour	\$ 211.00
12.2.2.	Electrical CAD LAB	Per Hour	\$ 182.10
12.2.3.	Electrical COMM LAB	Per Hour	\$ 304.18
12.2.4.	Electrical DSGN LAB	Per Hour	\$ 246.61
12.2.5.	Electrical TECH LAB	Per Hour	\$ 302.23
12.2.6.	Electrical PREP LAB	Per Hour	\$ 221.94
12.2.7.	Electrical PM LAB	Per Hour	\$ 304.88
12.2.8.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
12.2.9.		Per Hour	\$ -
12.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Johnson Controls Fire Protection, LP

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

Nationwide

13. BURGLAR ALARM SYSTEMS (CATEGORY 13)

13.1.	BURGLAR ALARM SYSTEMS	Unit	Rate
13.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 307.10
13.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 307.10
13.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 460.65
13.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 614.20
13.1.5.	Repair - Telephone Support	Per Hour	\$ 168.00
13.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 211.00
13.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 168.00
13.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 252.00
13.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 336.00
13.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
13.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
13.1.12.	Materials Mark-up	% of contractor cost	35.00%
13.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
13.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
13.2.1.	Metro Markets (two hour minimum)	Per Hour	\$ 211.00
13.2.2.	Electrical CAD LAB	Per Hour	\$ 182.10
13.2.3.	Electrical COMM LAB	Per Hour	\$ 304.18
13.2.4.	Electrical DSGN LAB	Per Hour	\$ 246.61
13.2.5.	Electrical TECH LAB	Per Hour	\$ 302.23
13.2.6.	Electrical PREP LAB	Per Hour	\$ 221.94
13.2.7.	Electrical PM LAB	Per Hour	\$ 304.88
13.2.8.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
13.2.9.		Per Hour	\$ -
13.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Johnson Controls Fire Protection, LP

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

Nationwide

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	\$ 307.10
14.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 307.10
14.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 460.65
14.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 614.20
14.1.5.	Repair - Telephone Support	Per Hour	\$ 168.00
14.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 211.00
14.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 168.00
14.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 252.00
14.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 336.00
14.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
14.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
14.1.12.	Materials Mark-up	% of contractor cost	35.00%
14.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
14.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
14.2.1.	Metro Markets (two hour minimum)	Per Hour	\$ 211.00
14.2.2.	Electrical CAD LAB	Per Hour	\$ 182.10
14.2.3.	Electrical COMM LAB	Per Hour	\$ 304.18
14.2.4.	Electrical DSGN LAB	Per Hour	\$ 246.61
14.2.5.	Electrical TECH LAB	Per Hour	\$ 302.23
14.2.6.	Electrical PREP LAB	Per Hour	\$ 221.94
14.2.7.	Electrical PM LAB	Per Hour	\$ 304.88
14.2.8.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
14.2.9.		Per Hour	\$ -
14.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Johnson Controls Fire Protection, LP

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

Nationwide

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	\$ 307.10
15.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 307.10
15.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 460.65
15.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 614.20
15.1.5.	Repair - Telephone Support	Per Hour	\$ 168.00
15.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 211.00
15.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 168.00
15.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 252.00
15.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 336.00
15.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
15.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
15.1.12.	Materials Mark-up	% of contractor cost	35.00%
15.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
15.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
15.2.1.	Metro Markets (two hour minimum)	Per Hour	\$ 211.00
15.2.2.	Electrical CAD LAB	Per Hour	\$ 182.10
15.2.3.	Electrical COMM LAB	Per Hour	\$ 304.18
15.2.4.	Electrical DSGN LAB	Per Hour	\$ 246.61
15.2.5.	Electrical TECH LAB	Per Hour	\$ 302.23
15.2.6.	Electrical PREP LAB	Per Hour	\$ 221.94
15.2.7.	Electrical PM LAB	Per Hour	\$ 304.88
15.2.8.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
15.2.9.		Per Hour	\$ -
15.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Johnson Controls Fire Protection, LP

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

Nationwide

16. INSPECTIONS - MONITORING - MAINTENANCE (CATEGORY 16)

16.1.	ANY ADDITIONAL INSPECTIONS - MONITORING - MAINTENANCE	Unit	Rate
16.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ -
16.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
16.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
16.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ -
16.1.5.	Repair - Telephone Support	Per Hour	\$ 168.00
16.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 211.00
16.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 168.00
16.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 252.00
16.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 336.00
16.1.10.	Monitoring/Maintenance - Option A Per Dialer - (Excludes Point to Point)	Per Device/Per Month	\$ 70.00
16.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
16.1.12.	Materials Mark-up	% of contractor cost	35.00%
16.1.13.	Subcontractor Mark-up	% of subcontractor cost	30.00%
16.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
16.2.1.	Prevailing wage (Service) Additional amount added to MLR	Per Hour	\$ 60.00
16.2.2.	Sprinkler service rate (non-Union)	Per Hour	\$ 139.00
16.2.3.	Sprinkler service rate (Union) – not to exceed	Per Hour	\$ 168.00
16.2.4.	Sprinkler service rate (Metro areas*)	Per Hour	\$ 194.00
16.2.5.	Sprinkler service rate (Metro areas*)	Per Hour	\$ 194.00
16.2.6.	Fire Extinguisher/Emergency Light/Kitchen Hood service rate	Per Hour	\$ 133.00
16.2.7.	Fire Extinguisher/Emergency Light/Kitchen Hood service rate (Metro areas*)	Per Hour	\$ 144.00
16.2.8.	Special Hazard/Engineered Suppression Systems	Per Hour	\$ 162.00
16.2.9.	Special Hazard/Engineered Suppression Systems (Metro areas*)	Per Hour	\$ 205.00
	Electronic Fire Alarm/Security/Access Control/CCTV systems service rate	Per Hour	\$ 168.00
16.2.10.	Electronic Fire Alarm/Security/Access Control/CCTV systems service rate (Metro areas*)	Per Hour	\$ 211.00

ATTACHMENT C INSURANCE SCHEDULE

INSURANCE SCHEDULE

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

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

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

99SWC-S1820

NevadaEPro Bid Solicitation Summary



State of Nevada

ORGANIZATION		DEPARTMENT	
Organization	Statewide Contracts	Department	SWC
Address	515 E Musser St Ste 300 Purchasing Division Carson City, NV 89701	Bill-to-Address	Various Locations Throughout the State State of Nevada Various, NV 00000
Purchaser	Nancy Feser	Ship-to-Address	Various Locations Throughout the State State of Nevada Various, NV 00000
Info Contact	Nancy Feser; nfeser@admin.nv.gov		

BID INFORMATION

Description	NASPO - Security and Fire Protection Services		
Bulletin Desc.	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		
Bid Number	99SWC-S1820	Bid Opening Date	02/23/2023 2:00 PM
Bid Type	Open Market	Type Code	
Alternate Id		Fiscal Year	2023
		Available Date	12/21/2022 8:00 AM
Pre-Bid	In lieu of a Pre - Bid Conference, vendors may submit questions during the Q & A period of this bid under the Q & A tab until 01/11/2023		
Attachments	99SWC-S1820 Cost Schedule 2022-12-19.xlsx 99SWC-S1820 Scope of Work 2022-12-19.docx 99SWC-S1820 Security and Fire Protection RFP 2022-12-19.docx Attachments for Signature~6.pdf Illinois - Terms and Conditions.pdf Insurance Schedule~7.docx Montana - Terms and Conditions .pdf NASPO Security and Fire Protection Services - Hawaii - Terms and Conditions.pdf NASPO ValuePoint Terms and Conditions 2022-12-19.docx Proposed Staff Resume~8.docx Quote Instructions.pdf Reference Questionnaire~8.docx State of Nevada Terms and Conditions for Services 2022-12-19.docx		

AMENDMENTS

Amendment No.	Amendment Date	Amendment Notes
1	01/27/2023 7:59 AM	This amendment shall be part of RFP 99SWC-S1820 regarding the Q & A. Refer to the Q & A tab for the posted answers.

ITEMS

Item	Description	Quantit	Unit	Unit Price	Total
1.000	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	1.00	EA		

99SWC-S1820
Bid Questions & Answers

99SWC-S1820 Bid Questions and Answers

Q#	Subject	Question	Answer
1	State Area of Work	If our company will only provide services in Southern Nevada, and not the entire state are we still able to provide a bid?	Yes, a vendor can propose only a specific region of Nevada (Northwestern, Southern, Rural), other potential using entities may require complete coverage of their State in a Participating Addenda.
2	Out Of State Bidding	<p>&#8203;I have a question regarding our state and this RFP. Wisconsin is the state that posted that they would be adding to this.</p> <p>&#8203;</p> <p>&#8203;We are not licensed to do business in the state of Nevada. However we are licensed for the state of Wisconsin.</p> <p>&#8203;</p> <p>&#8203;How do we go about submitting this document to the State of Nevada, if we are only looking to then participate for Wisconsin.</p> <p>&#8203;</p> <p>&#8203;A main requirement of one of the sub sections is to be licensed for business in the state of Nevada.</p>	A Nevada Business License is not required to submit a proposal or receive award of a NASPO ValuePoint Master Agreement. A Nevada Business License is required to be awarded a Participating Addendum in Nevada. Other participating entities may have business or other licensing requirements as part of a Participating Addendum.
3	Section Bidding	How do we properly identify that we are only bidding certain sections.	The Technical Proposal should have sections that clearly explain what scopes of work and areas of service being proposed.
4	Category	What category would Airport Exit Lanes/Breach Control fall under?	This is not necessarily part of the scope of this solicitation, but you are encouraged to add where you deem appropriate.
5	Resellers	Are authorized resellers allowed on the contract? If so, are the purchase orders/payments directly to the authorized reseller?	Yes, authorized resellers are allowed under a Master Agreement and can have purchase orders/payments issued directly to them. A Participating Addendum may limit reseller participation for that entity. Authorized resellers must comply with all master agreement and participating addenda term and conditions.
6	State of Nevada T&C's	Section 3.9.2 and 3.9.3. These requirements are difficult to comply with. In a case where we have a service call that we need to reply to in minimum time, we would need to estimate and receive approval for travel fees before dispatching a tech. That could severely delay response times. Please clarify.	If a vendor cannot explicitly agree to a stated requirement, Proposal should clearly state an acceptable alternative. The State is willing to remove the words "on-site" from the response time requirement to allow for travel time to rural and remote areas.
7	NASPO Value Point T&C's	Please clarify the pricing hold for the term of the agreement? We have just gone through an unprecedented increase in labor and materials over a short period of time due to inflation where average wages have increased tremendously. Parts are ok due to applying a mark up over cost, but we need a vehicle to align labor rates annually if rates would continue to increase. Can we add terms in the agreement to cover this type of increase?	RFP section 9.11 is accurate, rates shall be guaranteed for the first two-years. Please see revisions to Attachment A, Section 6.1.1. and 6.1.2, NASPO Value Point Terms and Conditions.
8	Reference Questionnaire	What is the email address the Reference Questionnaires are to be sent to?	The sole point of contact for the RFP as listed on page 1, Nancy Feser at nfeser@admin.nv.gov
9	99SWC-S1820 RFP Section 4.5.2	Section 4.5.2 seems to conflict with a similar section 5.2.2 on the NASPO Value Point Terms and Conditions. Can we please clarify whether we need to negotiate with each entity for the right to increase pricing to cover the fee, or do they need to negotiate to keep an additional fee out of pricing?	A participating entity may elect to adjusted pricing in a Participating Addendum to account for a State imposed fee, but is not required to do so.
10	99SWC-S1820 RFP Section 4.5.5	On section 4.5.5 Our low voltage license does not allow us to inspect fire extinguishers or fire sprinkler systems. We can inspect the modules attached to fire sprinklers, such as water flow or tamper, and we can inspect monitoring modules for dry or wet active systems but the items listed we can not inspect.	Specifically related to section RFP section 4.5.5 and Scope of Work, Section 2.16/Category 16, Inspections and Monitoring; the requirements of Scope of Work section 1.3 are waived. Vendors can submit for less than the full category in Inspections and Monitoring and still be considered for award. Proposal must clearly state vendor capabilities.
11	99SWC-S18202 Scope of Work 1.4.9	Verbiage on section 1.4.9, this is very general and needs to be qualified. Generally an inspection would only allow discovery of issues, not repairs or additional inspections. A maintenance program would cover repairs. To group these items together would be demanding much higher pricing for inspection work.	All of section 1.4.9 is removed from the scope of work. Inspection requirements are addressed in individual category descriptions. Proposals should clearly detail what is included and explicitly excluded from a specific inspection type.
12	99SWC-S1820 Scope of Work Section 1.6 P Category 16	P. Category 16 is too broad for a Low Voltage license. We do not do Fire extinguishers or Fire Sprinkler Systems (plumbing license for the latter) This category needs to be split in two or we would not be able to provide monitoring or inspection pricing.	See response to question 10 above.
13	99SWC-S1820 Scope of Work Section 2.5.5	Section 2.5.5 we can not work on or install Water flow, this is installed by plumbers. We install a monitoring module on the flow and tamper that is purely electronic.	If a vendor feels a specific requirement is incorrectly written or overly specific, please clearly state that in your response, along with the suggested replacement language and the evaluation committee will consider it in their review.
14	99SWC-S1820 Scope of Work Section 2.5.4 H	Section 2.5.4 H similar to above, the tests for flow, tamper and low pressure are done by other trades, we are only monitoring the modules that are reporting the tests	See response to question 13 above.
15	99SWC-S1820 Scope of Work Section 2.12-2.14	Several of the Sections have similar issues for Maintenance and Repair 2.12 Access Control section 2.12.3, 2.12 Burglar Alarm section 2.13.7, 2.14 Surveillance section 2.14.6; sections A, B and C. This restriction is normally held for UL service, and is at a much higher rate than normal service rates. It can be provided, but the costs are very high. On sections B and C, similar to many other businesses, not all equipment is readily available so sections B and C need to have verbiage that aligns to global supply issues.	See response to question 13 above.

99SWC-S1820 Bid Questions and Answers

Q#	Subject	Question	Answer
16	99SWC-S1820 Scope of Work Section 2.16.1 A	2.16.1 A, how is this determined? Is it solely based on equipment function? Are items such as power outages, network issues, and natural disasters are calculated? Normally this requirement is used for IT centric systems that have significant costs to insure reliability. Please clarify.	See response to question 13 above.
17	99SWC-S1820 Scope of Work Section 2.16.2 & 2.16.3	Sections 2.16.2 and 2.16.3 are not covered under a low voltage license, please remove these from this category to allow for monitoring and inspections according to license.	See response to question 10 above.
18	99SWC-S1820 Scope of Work Section 3.4.2	Section 3.4 Penalty, line 3.4.2, can we add terminology for egregious errors carrying the 25% penalty, rather than small errors or system errors. For example, if we did an install for 20000 and an invoice got slightly changed for a tax error, that could be a 5000 penalty. That seems out of line with the intent of the penalty. Or does this penalty only align with each line item on the billing? I would like clarification on this.	Vendors are welcome to propose alternate language as part of their proposal for consideration.
19	99SWC-S1820 Scope of Work Section 3.5.2	Is billing acceptable during the acceptance or burn in period in 3.5.2? in the case of monitoring, there are liabilities that we are accepting and we should be able to actively bill for services during this period.	The Master Agreement would not prevent partial payment for services rendered during acceptance, but this is project specific and would be up to the participating entity.
20	99SWC-S1820 Scope of Work Section 3.6	Please clarify 3.6, travel. This is to be done for each participating buyer?	Travel policies vary by participating entity, travel is to be addressed in a Participating Addendum.
21	RFP Proposal Formatting	The RFP instructions do not include any page limitations for the two major sections of the proposal? Are there any page limitations? The RFP instructions do not include any formatting specifications for the two major sections of the proposal? Are there any formatting specifications for text and/or graphics?	There are not page limits or formatting specifications. The state expects complete yet concise responses.
22	RFP, p. 7 of 10, Section 8.8	3RFP, p. 7 of 10, Section 8.8 Are all offerors being awarded contracts required to have a Nevada business license?	See response to question 2 above.
23	NASPO ValuePoint Ts and Cs. Page 2, Para D.	Is a contractor's license in Hawaii required to bid on the master agreement for intended work in the state of Hawaii or is that requirement sorted at the task order level?	See response to question 2 above.
24	State Terms and Conditions	Under the ?Terms and Conditions? Tab in Nevada EPRO, we are to accept the terms and conditions listed. There are Terms and Conditions listed for NASPO, Nevada, Montana, Illinois and Hawaii. Are the ?State Entity? Terms and Conditions an example of the Participating Addendums to come later on, or, are they part of the ?Master Agreement? to be observed by all other states?	Attached state Participating Addenda are for review purposes only, they are not part of the Master Agreement and are not being agreed to at this time.
25	Contractors License Requirement	Is a state of Nevada contractor's license required for the ?Offeror? to submit a valid bid? If a contractor's license is needed, is there a minimum ?license bid limit? to submit a valid bid.	See response to question 2 above.
26	Scope of Work Document	In the ?Scope of Work? document, Section 1.4.3 requires ?State Certified/Licensed Technician? to perform services. California and Nevada do not have these certifications or requirements like some other states (i.e. Washington) for security installations. May we also use the term ?Factory Certified Technicians??	Vendor must be qualified to provide services in the locations proposed, in accordance with local laws and regulations. In places where state certification does not exist, private certification is encouraged.
27	Scope of Work Document	In the ?Scope of Work? document, Section 1.5.9 it states we need to provide quotes within 48 hours. Most proposals require substantial work to complete and take 2-4 weeks to complete on average. What method should be used to let the end user know what actual time will be required?	"Scope of Work, section 1.5.9 shall be amended to read ""Contractors 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. 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."" Sections 1.5.10 is shall be amended to read ""Contractors 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."
28	Scope of Work Document	In the ?Scope of Work? document, in various sections (i.e 2.12.3a, 2.13.7a, 2.14.6a, 2.15.5a) it states we are to respond on site to trouble calls within four (4) hours, including weekends and holidays. Due to distances, traffic and weather this is not attainable. May we suggest removing the words ?on site? from the sentence as we can ?respond? within 4 hours but not always on site.	This requested change is acceptable. In Scope of Work, Sections 2.12.3.A, 2.13.7.A, 2.14.6.A, and 2.15.5.A, the "on site" is removed. Acknowledgement and response must occur within four (4) hours.
29	Nevada T&C's	Are Nevada T&C's included for reference & a PA will be issued following NASPO MSA award or part of the NASPO MSA terms & conditions. Should questions regarding the NV T&C's be issue & negotiated with this RFP or following? Nevada T&C's is only for the State of Nevada not other States or the NASPO MSA?	As listed in RFP section 5.1, Attachments for Review, the "State of Nevada Terms and Conditions for Services" are part of the RFP document as they contain terms and conditions relevant to the solicitation process.

99SWC-S1820 Bid Questions and Answers

Q#	Subject	Question	Answer
30	RFP Term 9.11- NASPO T&C's 6.1.2	RFP 9.11 - "All prices and rates offered shall be guaranteed for the first 2-years of the MSA. Any request for price or rate adjustments following the initial 2 years shall be limited to one request for increase annually thereafter." NASPO T&C's 6.1.1 states - "All prices and rates must be guaranteed for the initial term of the Master Agreement. 6.1.2Following 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." These documents do not match. Please advise which is correct?	See response to question 7 above.
31	Participating State	Nevada, as the lead state issues their MSA, how does that go down chain to Washington State as our participating State?	Nevada will issue Master Agreements to awarded vendors by category and service area. The State of Washington (or other Purchasing Entity) is then authorized to execute a Participating Addendum under a Master Agreement, authorizing use for governmental entities in that State or Participating Entity at the discretion of their Chief Purchasing Officer or equivalent.
32	In section 4.5 in Terms and Conditions ? Notice of Participating Addendum	How do we receive an executed copy of additional states Participating Addendum we do work in? Please clarify.	After Master Agreements are executed, vendors can approach a potential Participating Entity about executing a Participating Addendum.
33	Section 3.5.7	If a percentage of the system is installed and working, is a percentage of that system allowed to be billed after the 7-day acceptance testing period?	The requirements of Scope of Work section 3.5, Standard of Performance and Acceptance do not prevent progress payments in an ongoing project if agreed to in a specific project.
34	Section 3.5	Is progress billing allowed for equipment delivered on site, and labor milestones completed and approved?	See response to question 34 above.
35	Nevada T&C's vs NASPO T&C's payment terms	Nevada T&C's 5.3.1 states "payments for invoices are normally made within 45 ? 60 days of receipt, providing all required information, documents and/or attachments have been received." NASPO T&C's 6.2 states 30 days. Please clarify if Nevada T&C's is only for the State of Nevada PA or pertain to this NASPO MSA. If for the NASPO MSA, clarify payment terms.	The NASPO ValuePoint Master Agreement Terms and Conditions will take precedence over the State of Nevada Terms and Conditions for Services in Master Agreements.
36	NASPO T&C's 5.6 Canadian Participation	Should a Canadian site choose to participate, how should pricing be submitted (CAD/USD) in the proposal?	For purposes of evaluation, all vendor proposals must be submitted in US currency.
37	NASPO T&C's 6.2 Payment	6.2 Payment - "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." Can we modify to stipulate 30 days after receipt of a correct invoice?	Any proposed redlines should be submitted in a vendor proposal.
38	Scope of Work - Section 4	Can warranty section be removed/edited and updated with our standard warranty language?	See response to question 38 above.
39	Cost Schedule	The cost schedule only has 1 line for monitoring per category. Monitoring can be basic monitoring which would be a set rate or have many additional services added. Can the additional services be submitted to be included in Bid and how?	Yes, additional services can and should be submitted. Each category of the cost proposal includes blank lines for Other Labor Categories. Any items not covered in the itemized listed should be included on these lines. Vendors can add lines to a category if needed.
40	Section 5.3.3 ? Regarding ?detailed sales data?	"Contractor shall, using the reporting tool or template provided by NASPO ValuePoint.? Are we able to view this format previous to being awarded?	Please see the attached NASPO ValuePoint Detailed Sales Reporting Template. These are the data fields but are subject to revision.
41	Participating states and Licensing	The participating states listed did not include Connecticut But Connecticut put out this document via the CT State bidding Portal. Can we submit a bid Only for Connecticut. If the answer is yes do we still need to have a business license for Nevada ?	See response to question 2 above.
42		What type of organizations and/or entities qualify as ?contracting cooperatives? under NASPO's definition? What type of organizations and/or entities qualify as ?contracting cooperatives? under NASPO's definition? What type of organizations and/or entities qualify as ?contracting cooperatives? under NASPO's definition?	NASPO ValuePoint is the cooperative contracting entity for this solicitation. The State of Nevada is the Lead State for this solicitation and will award Master Agreements for use by Participating Entities. Participating entities are defined in the NASPO ValuePoint Master Agreement Terms and Conditions.
43	Participating Entities	The Offeror has provided services for the US Coast Guard, US Air Force, FBI, IRS, Dept of Transportation, etc. Do these entities frequently source contracts thru NASPO	No, NASPO ValuePoint contracts are not used by Federal government agencies.
44	Pricing in different States	Is the Bidder able to provide pricing for different states? If so, should it be added to the additional lines in the category or is there a different location you would like them added?	A proposal is expected to include one set of pricing for all areas proposed. A Master Agreements will establish not-to-exceed pricing. A vendor can agree to lower pricing with a Purchasing Entity in a Participating Addendum, for individual projects, or based on funding source.
45	Evaluation Committee	Can you please clarify if Nevada is the only state on the evaluation committee? If not, please provide which states other than Nevada are part of the evaluation committee.?	The evaluation committee includes members from Nevada and other states. State process does not disclose committee membership details during the RFP period.
46		Is there a pre-defined allowable markup percentage for profit and overhead?	No. However Participating Entities may have a limit as part of a Participating Addendum or individual project.
47		If the Offeror only intends to initially serve Hawaii, will its submitted Cost Schedule also apply to other states covered by the Master Agreement should the Offeror later expand its service area to additional states?	A Master Agreement will be for the categories and areas awarded. See question 44 above regarding pricing.

99SWC-S1820 Bid Questions and Answers

Q#	Subject	Question	Answer
48		The RFP indicates no surcharges are to be added for transportation. The Offeror services multiple islands within the State of Hawaii. Some of these require airline travel for the servicing staff. Will the entity likely be willing to make an exception in its acceptable pricing to cover this incremental cost?	This would be negotiated with the individual state during the Participating Addenda process.
49		The Offeror uses a wide variety of Subcontractors which may differ depending on the project. Will it be necessary for the Offeror to provide signed Attachments for Signature for any and all Subcontractors who may be used on future Hawaii projects?	Per Section 9.7.2 of the RFP Proposal should include a completed Attachments for Signature document for each subcontractor. If additional subcontractors not known at this time are required, an Attachments for Signature packet will be required at that time. A using entity has the right to review/approve a subcontractor.
50		Federally funded projects may require compliance with the Davis Bacon Act and thereby result in higher labor costs than non-Federal projects. Would it be acceptable for the Offeror to submit two different Cost Schedules: 1) Federally funded Projects; 2) All Other Projects?	See response to question 44 above.
51		Is the Offeror allowed to turn down bidding opportunities offered from entities (e.g. if the Offeror cannot meet the project deadline due to other commitments)?	Yes, a vendor may decline an individual project.

99SWC-S1820

Request for Proposals



**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.)

TABLE OF CONTENTS

1.	APPLICABLE REGULATIONS GOVERNING PROCUREMENT	2
2.	PROJECT OVERVIEW	2
3.	SCOPE OF WORK	3
4.	COST PROPOSAL	3
5.	ATTACHMENTS	4
6.	TIMELINE	4
7.	EVALUATION PROCESS	5
8.	MANDATORY MINIMUM REQUIREMENTS	6
9.	CRITICAL ITEMS.....	7
10.	SUBMISSION CHECKLIST	10

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 Security and Fire Protection*

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 Meeting03/21/2023 – 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 Engagements20
- C. Conformance with the Terms of This RFP..... 10
- D. Reporting.....20
- E. Cost: For Categories 1 through 7 and 10 through 16 in the Cost Schedule:
 - 1. Average of Labor and Support Rates (average of items 1 through 9) 20
 - 2. Materials Mark-up (item 12) 10
- F. Cost: For Category 8 in the Cost Schedule:
 - 1. Average of Labor and Support Rates (average of items 1 through 7) 15
 - 2. Materials Mark-up (item 12) 5
 - 3. Average of Extinguisher and Dry Chemical Cylinder services Rates (items 14 through 26) 10
- G. Cost: For Category 9 in the Cost Schedule:
 - 1. Average of Labor and Support Rates (average of items 1 through 5) 15
 - 2. Materials Mark-up (item 8) 5
 - 3. Average of Extinguisher and Dry Chemical Cylinder services Rates (items 10 through 18) 10

7.2. COST SCORING

- 7.2.1. The price proposed for each line item will be evaluated based on the following formula to create a cost score.
 - A. The formula for calculating cost points earned for Proposed Costs for Average of Labor and Support Rates is Lowest Cost / Offeror’s Cost x Cost Points Possible.
 - B. The formula for calculating cost points earned for Proposed Mark-ups for Materials Mark-ups is Lowest Mark-up / Offeror’s Mark-up x Cost Points Possible.
 - C. The formula for calculating cost points earned for Proposed Costs for Average of Extinguisher and Dry Chemical Cylinder Services is Lowest Cost/Offeror’s Cost x Cost Points Possible.

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

7.3. PRESENTATIONS

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

7.4. AWARD

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

8. MANDATORY MINIMUM REQUIREMENTS

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

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

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

9. CRITICAL ITEMS

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

9.2. NASPO ValuePoint MASTER AGREEMENT STATEMENT OF COMPLIANCE

- 9.2.1. NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Addendum for a Participating Entity.
- 9.2.2. The Master Agreement will include, but not be limited to, the attached *NASPO ValuePoint Master Agreement Terms and Conditions* and Lead State specific terms and conditions required to execute a master agreement, *99SWC-S1820 Scope of Work*, and selected portions of the offeror Proposal.
- 9.2.3. Offerors must include a statement in their Proposal that they have read and understand all terms and conditions and will comply fully.

9.3. NASPO ValuePoint ADMINISTRATIVE FEE AND REPORTING REQUIREMENTS

- 9.3.1. To be eligible for award, the vendor agrees to pay a NASPO ValuePoint administrative fee as specified in *Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions*. Moreover, specific summary and detailed usage reporting requirements are prescribed by *Section 7 of NASPO ValuePoint Master Agreement Terms and Conditions*.
- 9.3.2. Contractor will be required to provide reporting contact within 15 days of Master Agreement execution. This information must be kept current during the contract period.

9.4. PROMOTION OF THE NASPO ValuePoint MASTER AGREEMENT

- 9.4.1. The *NASPO ValuePoint Master Agreement Terms and Conditions* include program provisions governing participation in the cooperative, reporting and payment of administrative fees, and marketing/education relating to the NASPO ValuePoint cooperative procurement program. In this regard,
 - A. Describe experience working with contracting cooperatives.
 - B. List the cooperatives through which you currently have a contract and provide sales volume information for each. Identify any restrictions on pricing and sales imposed by your other cooperative contracts.
 - C. Describe how you intend to market your Master Agreement and encourage participation among potential Participating Entities, including state governments.
 - D. Describe how you intend to encourage usage of your Master Agreement by Purchasing Entities.
 - E. Describe your approach to negotiation of Participating Addenda. Describe the extent to which you provide Participating Entities flexibility in incorporating entity-specific language into their Participating Addenda. Do you require entities to provide statutory citations for specific language?

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

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

9.6. VENDOR BACKGROUND

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

9.7. SUBCONTRACTORS

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

9.8. VENDOR STAFF RESUMES

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

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

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

9.9. CUSTOMER SERVICE

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

9.10. EXCEPTIONS TO TERMS AND CONDITIONS

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

9.12. VENDOR FINANCIAL INFORMATION

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

- 1. Profit and Loss Statements
- 2. Balance Statements

9.13. BUSINESS REFERENCES

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

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

10. SUBMISSION CHECKLIST

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

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

10.2. TECHNICAL PROPOSAL

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

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

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

10.4. COST PROPOSAL

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

10.6. SIGNED ATTACHMENTS

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

10.7. OTHER ATTACHMENTS. If necessary, not recommended.

10.8. REFERENCE QUESTIONNAIRES. Not submitted directly by offeror.

99SWC-S1820

Scope of Work

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.

99SWC-S1820 SCOPE OF WORK

- 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.

99SWC-S1820 SCOPE OF WORK

- 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

99SWC-S1820 SCOPE OF WORK

- 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

99SWC-S1820 SCOPE OF WORK

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

99SWC-S1820 SCOPE OF WORK

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

99SWC-S1820 SCOPE OF WORK

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

2.9.2. Additional Requirements

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

2.10. KITCHEN FIRE SUPPRESSION – COMMERCIAL HOOD SYSTEM

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

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

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

2.10.4. Inspections

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

2.10.5. Additional Requirements

- A. Verify mechanical operation of system
- B. Check gas shutoff function, if applicable, or electrical shutoff function, if applicable
- C. Replace fusible links where required
- D. Inspect system components for cleanliness
- E. Restore system to normal operation
- F. Reset system
- G. Install new tamper seals
- H. Inspect suppression agent cylinder
- I. Verify cylinder/cartridge pressure, agent weight and condition
- J. Check that last hydro-test 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

99SWC-S1820 SCOPE OF WORK

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

99SWC-S1820 SCOPE OF WORK

- 2.12.4. Provide programming and work individually with each Participating Entity information technology staff when installing new or maintaining previously installed systems.
- 2.13. BURGLAR ALARM SYSTEMS
 - 2.13.1. The Burglar Alarm Systems category includes, but is not limited to the following services:
 - 2.13.2. All aspects of burglar alarm system services
 - 2.13.3. System Monitoring:
 - A. Provide a 24-hour (UL) station
 - B. Provide backup communication, i.e., radio or cell phone
 - 2.13.4. Installation of new systems
 - 2.13.5. Replacement or upgrade of systems
 - 2.13.6. Removal of existing systems
 - 2.13.7. Maintenance and repair (including emergency repairs) of systems
 - A. Respond on site to trouble calls within four (4) hours, including weekends and holidays
 - B. Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched
 - C. Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement
 - D. Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location
 - 2.13.8. Integration to existing systems as requested
 - 2.13.9. Provide and install all related equipment and items that are needed to complete work
 - 2.13.10. The authorized Purchasing Entity representative and/or designee will identify the procedures by which work requests will be assigned
 - 2.13.11. Existing systems must be matched in any new additions or new construction. During renovations, the system in the renovated area being replaced must match the system that is currently in operation and must become an integral part thereof. Vendors must ensure complete connectivity and integration to each existing system in those instances where an addition or upgrade is warranted
 - 2.13.12. Designate a single point of contact who can address the programming needs of alarm systems in use throughout Purchasing Entity facilitates with a certified tech
 - 2.13.13. Vendors must possess the ability to provide for individual access codes
- 2.14. SURVEILLANCE SERVICES AND EQUIPMENT
 - 2.14.1. This category includes, but is not limited to the following services:
 - 2.14.2. All aspects of cloud-based and video surveillance systems, services, and equipment
 - 2.14.3. Installation of new systems
 - 2.14.4. Replacement or upgrade of systems
 - 2.14.5. Removal of existing systems
 - 2.14.6. Maintenance and repair (including emergency repairs) of systems
 - A. Respond on site to trouble calls within four (4) hours, including weekends and holidays
 - B. Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched
 - C. Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement
 - D. Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location
 - 2.14.7. Integration to existing systems as requested
 - 2.14.8. Provide and install all related equipment such as wires and fasteners that may be needed to complete work.
 - 2.14.9. Provide the option to use video cards for video surveillance
 - 2.14.10. Vendors must offer video cards with various capacity sizes to meet all potential needs. Capacity and specifications as determined by the Participating Entity.
 - 2.14.11. Provide the option for agencies to build their own stand-alone computer to run the system, or request that the vendor build it for them

99SWC-S1820 SCOPE OF WORK

- 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:

99SWC-S1820 SCOPE OF WORK

- 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.

99SWC-S1820 SCOPE OF WORK**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.

99SWC-S1820 SCOPE OF WORK**4. TERMS AND CONDITIONS FOR GOODS**

- 4.1. EXPRESS WARRANTIES. For the period specified on the face of the contract, contractor warrants and represents each of the following with respect to any goods provided under the contract, except as otherwise provided on incorporated attachments:
- 4.1.1. Fitness for Particular Purpose; The goods shall be fit and be sufficient for the particular purpose set forth in the solicitation documents.
 - 4.1.2. Fitness for Ordinary Use; The goods shall be fit for the purpose for which goods of a like nature are ordinarily intended, it being understood that the purpose for the goods covered by the contract are ordinarily intended is general government administration and operations.
 - 4.1.3. Merchantable; Good Quality, No Defects; The goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship.
 - 4.1.4. Conformity: The goods shall conform to the standards, specifications and descriptions set forth in the incorporated attachments. If contractor has supplied a sample to the State, the goods delivered shall conform in all respects to the sample and if the sample should remain in State possession it shall be identified by the word "sample" and the signature of contractor sales representative.
 - 4.1.5. Uniformity: The goods shall be without variation, and shall be of uniform kind, quality, and quantity within each unit and among all units.
 - 4.1.6. Packaging and Labels; The goods shall be contained, packaged, and labeled so as to satisfy all legal and commercial requirements applicable to use by a government agency, including without limitation, OSHA material safety data sheets and shall conform to all statements made on the label.
 - 4.1.7. Full Warranty: The foregoing warranties are "full" warranties within the meaning of the Magnuson-Moss Warranty - Federal Trade Commission Improvement Act, 15 U.S.C. § 2301 et seq., and implementing regulations 16 C.F.R. pts. 700-703, if applicable to this transaction.
 - 4.1.8. Infringement Indemnity; Refer to NASPO ValuePoint Master Agreement Terms and Conditions, Section 33.
 - 4.1.9. Usage of Trade; Course of Dealings; Implied Warranties. contractor shall also be bound by any other implied warranty that, at the time of execution of the contract, prevails in the trade of government in the marketing area in and about the State of Nevada. contractor shall also be bound by any other implied warranty arising through course of dealings between contractor and the State from and after the execution of the contract. contractor shall also be bound by all warranties set forth in Nevada Uniform Commercial Code (NRS Title 8) in effect on the date of execution of the contract.
 - 4.1.10. Obsolete Equipment: Agencies or Entities will not be billed/invoiced for upgraded equipment due to obsolete equipment owned by the vendor.
 - 4.1.11. Warranties Cumulative: It is understood that warranties created by the contract, whether express or implied, as well as all warranties arising by operation of law that affect the rights of the parties under the contract, are cumulative and should be construed in a manner consistent with one another.
 - 4.1.12. Priority of Warranties; If it is held by a court of competent jurisdiction that there is an irreconcilable conflict between or among any of the warranties set forth in the contract and any warranties implied by law, the parties agree that the specifications contained in the contract shall be deemed technical and mere language of description.
 - 4.1.13. Beneficiaries of Warranties; Benefit of any warranty made in the contract shall be in favor of the State of Nevada and Participating Entities, any of their political subdivisions or agencies, and any employee or licensee thereof who uses the goods, and the benefit of any warranty shall apply to both personal injury and property damage.
- 4.2. DELIVERY: INSPECTION: ACCEPTANCE; RISK of LOSS. contractor agrees to deliver the goods as indicated in the contract, and upon acceptance by the Purchasing Entity, title to the goods shall pass to the Purchasing Entity unless otherwise stated in the contract. The Purchasing Entity shall have the right to inspect the goods on arrival and, within a commercially reasonable time, the Purchasing Entity must give notice to contractor of any claim or damages on account of condition, quality, or grade of the goods, and the Purchasing Entity must specify the basis of the claim in detail. Acceptance of the goods is not a waiver of UCC revocation of acceptance rights or of any right of action that the Purchasing Entity may have for breach of warranty or any other cause. Unless otherwise stated in the contract, risk of loss from any casualty, regardless of the cause, shall be on contractor until the goods have been accepted and title has passed to the Purchasing Entity. If given any, the Purchasing Entity agrees to follow reasonable instructions regarding return of the goods.
- 4.3. NO ARRIVAL; NO SALE. The contract is subject to provisions of no arrival, no sale terms, but proof of shipment is to be given by vendor, each shipment to constitute a separate delivery. A variation of ten days in time of shipment or delivery from that specified herein does not constitute a ground for rejection. The Purchasing Entity may treat any deterioration of the goods as entitling the Purchasing Entity to the rights resulting from a casualty to the identified goods without regard to whether there has been sufficient deterioration so that the goods no longer conform to the contract.
- 4.4. PRICE; TAXES; PAYMENT. The price quoted is for the specified delivery, and, unless otherwise specified in the

99SWC-S1820 SCOPE OF WORK

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.

99SWC-S1820
State of Nevada
Terms and Conditions for Services

STATE OF NEVADA
TERMS AND CONDITIONS FOR SERVICES

The information contained in this attachment is part of the solicitation and does not need to be returned with a vendor proposal.

1. PROCUREMENT

1.1. AUTHORITY

- 1.1.1. This procurement is conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 1.1.2. Any contract(s) awarded from this solicitation is a “state purchasing contract.”
- 1.1.3. As used herein, “the State” refers to the Executive Department of the State Government of Nevada as the soliciting and awarding entity. Where a solicitation is on behalf of additional users or agencies and/or part of a cooperative solicitation, the term collectively includes those entities as well.

1.2. SINGLE POINT OF CONTACT

- 1.2.1. The single point of contact for a solicitation is identified on page 1.
- 1.2.2. Upon issuance of the solicitation, other employees and representatives of the agencies identified in the solicitation shall not answer questions or otherwise discuss the contents of the solicitation and/or attachments with any prospective vendors or their representatives.
- 1.2.3. Vendors and/or their representatives shall only contact the single point of contract regarding this solicitation until after a notice of award (NOA) has been issued.
- 1.2.4. Failure to observe this restriction may result in disqualification of a proposal per NAC 333.155(3).
- 1.2.5. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

1.3. WRITTEN QUESTIONS AND ANSWERS

- 1.3.1. All questions regarding this solicitation shall be submitted using the Bid Q&A feature in <https://NevadaEPro.com> by the deadline listed in the solicitation timeline.
- 1.3.2. If questions and answers require a material change to the solicitation, an amendment will be posted in NevadaEPro, and acknowledging vendors should receive email notification.
- 1.3.3. To access the Bid Q&A.
 - A. Log into ‘Seller’ account on NevadaEPro.
 - B. Click the ‘Bids’ tab in the header.
 - C. Click ‘View’ under ‘Bid Q&A’ on the appropriate bid in the ‘Open Bids’ section.

1.4. SOLICITATION

- 1.4.1. Proposals shall be presented in a format that corresponds to and references sections outlined in a solicitation and shall be presented in the order requested for ease of evaluation.
- 1.4.2. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy requirements of a solicitation.
- 1.4.3. If a vendor changes any material language, proposal may be deemed non-responsive per NRS 333.311.
- 1.4.4. The State reserves the right to reject any or all proposals received prior to contract award.
- 1.4.5. The State reserves the right to limit the scope of work prior to award, if deemed in the best interest of the State.
- 1.4.6. The State reserves the right to alter, amend, or modify any provisions of this solicitation, or to withdraw this solicitation, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 1.4.7. Proposals may be modified or withdrawn prior to opening. Withdrawals received after opening shall not be considered except as authorized by NRS 333.350(3).
- 1.4.8. Submitted proposals become property of the State, selection or rejection does not affect this right.
- 1.4.9. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend complexity and risk of the project, may be rejected.
- 1.4.10. The State is not liable for any costs incurred by vendors prior to entering a formal contract.
- 1.4.11. Costs of developing a proposal or any other such expenses incurred by a vendor in responding to a solicitation, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 1.4.12. Any person who believes a solicitation contains irregularities, a lack of clarity, unnecessarily restrictive specifications, or unnecessary limits to competition shall notify the single point of contact, in writing, as soon as possible, so that corrective addenda may be furnished in a timely manner to all vendors if appropriate.

STATE OF NEVADA
TERMS AND CONDITIONS FOR SERVICES

- 1.4.13. The State reserves the right to waive informalities and minor irregularities in proposals received.
- 1.4.14. The State shall not be obligated to accept the lowest priced proposal, however, shall make an award in the best interest of the State after all factors have been evaluated.
- 1.4.15. The evaluation committee may solicit information from any available source concerning any aspect of a proposal and seek and review any other information deemed pertinent to the evaluation process.
- 1.4.16. The State reserves the right to reject any proposal based upon vendor prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 1.4.17. Clarification discussions may, at State sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive.
- 1.4.18. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals.
- 1.4.19. Revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.
- 1.4.20. In conducting discussions there shall be no disclosure of any information derived from proposals submitted by competing vendors.
- 1.4.21. Any modifications made to a proposal during negotiations shall be included as part of the contract.
- 1.4.22. Proposals from employees of the State of Nevada shall be considered in as much as they do not conflict with the State Administrative Manual (SAM), NRS Chapter 281, and NRS Chapter 284.
- 1.4.23. Vendor agrees to provide purchased services at costs, rates and fees as set forth in a proposal submitted in response to a solicitation. No other costs, rates or fees shall be payable to awarded vendor for implementation of proposal.
- 1.4.24. Vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes to function properly on vendor system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show proposed alternative. An acceptable alternative is one the State considers satisfactory in meeting requirements of a solicitation. The State, at its sole discretion, shall determine if a proposed alternative meets the intent of an original solicitation requirement.

- 1.5. MATERIAL MISREPRESENTATION. Vendor understands and acknowledges that representations made in its proposal are material and important and shall be relied on by the State in evaluation of a proposal. Any misrepresentation by a vendor shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

- 1.6. PROPRIETARY INFORMATION/TRADE SECRETS
 - 1.6.1. As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.
 - 1.6.2. If complete responses cannot be provided without referencing proprietary information, such information shall be provided in a separate attachment, cross-referenced to public attachments. Only proprietary information as defined in NRS 333.020(5) can be confidential.
 - 1.6.3. Specific references made to a section, page, and paragraph where proprietary information can be located shall be identified on *Confidentiality and Certification of Indemnification*.
 - 1.6.4. Vendors are required to submit written documentation in accordance with *Confidentiality and Certification of Indemnification* justifying confidential status.
 - 1.6.5. Not conforming to these requirements makes a proposal non-compliant and it may be rejected by the State.

- 1.7. ONLINE BIDDING
 - 1.7.1. Pursuant to NRS 333.313, NevadaEPro, located at <https://NevadaEPro.com>, is the State online bidding system.
 - 1.7.2. All official communication will be through NevadaEPro.
 - 1.7.3. Vendors should check NevadaEPro frequently for matters affecting a solicitation prior to submitting a quote or proposal.
 - 1.7.4. Failure to periodically check for updates does not release a vendor from requirements or information posted.
 - 1.7.5. Failure to flag quote attachments as confidential in NevadaEPro that contain confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.

- 1.8. ELECTRONIC QUOTE
 - 1.8.1. Vendors shall submit quotes or proposals by using 'Create Quote' via NevadaEPro, the State electronic procurement website, located at <https://NevadaEPro.com>.
 - 1.8.2. Refer to *Quote Instructions* attachment in NevadaEPro for instructions on how to submit a Quote.
 - 1.8.3. Vendors shall provide pricing directly in NevadaEPro, or select 'See Quote Attachments' as appropriate.

STATE OF NEVADA
TERMS AND CONDITIONS FOR SERVICES

- 1.8.4. Quotes or proposals shall be submitted before the date and time specified on bid in NevadaEPro.
- 1.8.5. Vendors may submit their quote or proposal any time prior to the deadline stated in NevadaEPro.
- 1.8.6. If dates/times specified in a document and dates/times specified in NevadaEPro conflict, dates/times in NevadaEPro shall prevail.
- 1.8.7. Quotes or proposals submitted as physical copies, email, or any submission method except NevadaEPro shall not be considered.
- 1.8.8. Vendor quote or proposal documents shall be uploaded as attachments to NevadaEPro quote.
- 1.8.9. Only quotes or proposals submitted through NevadaEPro will be considered for award.
- 1.8.10. Quotes improperly submitted as 'No Bid' in NevadaEPro may not be received by the State or considered for award.
- 1.8.11. Quotes or proposals that are not submitted by the opening date and time shall not be accepted.

2. AWARD

2.1. NOTICE OF INTENT TO AWARD

- 2.1.1. A notice of intent (NOI) shall be issued in accordance with NAC 333.170 notifying proposing vendors of the intent to award a contract to an identified vendor or vendors, pending successful negotiations.
- 2.1.2. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached.
- 2.1.3. All information remains confidential until the issuance of the formal notice of award (NOA).
- 2.1.4. If contract negotiations cannot be concluded successfully, the State upon written notice to all proposing vendors may negotiate a contract with the next highest scoring vendor or withdraw the solicitation.

2.2. NOTICE OF AWARD

- 2.2.1. A notice of award (NOA) shall be issued in accordance with NAC 333.170.
- 2.2.2. Proposing vendors shall be notified via NevadaEPro a contract has been successfully negotiated.
- 2.2.3. Award is contingent upon the successful negotiation of final contract terms.
- 2.2.4. Any non-confidential information becomes available upon written request, and most is available in NevadaEPro.
- 2.2.5. Pursuant to NRS 333.370, the period in which a person who made an unsuccessful proposal may file a notice of appeal commences.
- 2.2.6. Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and NAC Chapter 333.

2.3. CONTRACT EXECUTION

- 2.3.1. If required pursuant to NRS 333.700, contracts shall not be effective unless and until approved by the Nevada State Board of Examiners (BOE).
- 2.3.2. The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170.
- 2.3.3. The contract between the parties shall consist of the solicitation together with any modifications thereto, and the awarded vendor proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence.

- A. Final executed contract
- B. Modifications and clarifications
- C. Solicitation and amendments
- D. Awarded vendor proposal

- 2.3.4. Specific exceptions to this general rule may be noted in a solicitation or final executed contract.

3. CONTRACT

3.1. THIRD PARTY BENEFICIARIES

- 3.1.1. Using agencies as defined in NRS 333.020(10) and other public entities as defined in NRS 333.469 and 333.470 are intended third party beneficiaries of any contract resulting from this solicitation and may join or use any contract resulting from this solicitation subject to Nevada law.
- 3.1.2. Public entities in other states or jurisdictions may join or use any resulting contract from this solicitation subject to

STATE OF NEVADA
TERMS AND CONDITIONS FOR SERVICES

cooperative contracting laws in their respective state or jurisdiction.

3.1.3. The State is not liable for obligations of any other entity which joins or uses any contract resulting from this solicitation.

3.2. ADMINISTRATIVE FEE

3.2.1. The State may implement an administrative fee of not more than 1% on contracts procured or negotiated by the State Purchasing Division for use by State of Nevada agencies pursuant to NRS 333.450.

3.2.2. This fee may be assessed over the time of the contract period.

3.2.3. Vendors will be provided 30 days written notice before fees are assessed.

3.2.4. Fees shall be paid quarterly, 45 days after the close of the quarter, on all purchases under the contract.

3.3. AWARD OF RELATED CONTRACTS

3.3.1. The State may undertake or award supplemental contracts for work related to a project or any portion thereof.

3.3.2. Contractor shall be bound to cooperate fully with such other contractors and the State in all cases.

3.3.3. All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

3.4. DISCRIMINATION

3.4.1. The State, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and federal Regulations, hereby notifies all bidders it will affirmatively ensure that for any contract entered into pursuant to this solicitation, all contractors will be afforded full opportunity to submit proposals and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for award.

3.4.2. Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

3.4.3. The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

3.5. PROTECTION OF SENSITIVE INFORMATION

3.5.1. Confidential personal data shall be encrypted.

3.5.2. Any electronic transmission of personal information shall comply with NRS 603A.215 (2 & 3).

3.5.3. Sensitive data shall be encrypted in all newly developed applications.

3.6. STATE OWNED PROPERTY. Contractor shall be responsible for proper custody and care of any State-owned property furnished by the State for use in connection with performance of a contract and shall reimburse the State for any loss or damage.

3.7. INSPECTION/ACCEPTANCE/COMPLETION OF WORK

3.7.1. It is expressly understood and agreed all work done by Contractor shall be subject to inspection and acceptance by the State.

3.7.2. Progress inspections and approval by the State shall not forfeit the right to require correction of faulty workmanship or material at any time during work and warranty periods.

3.7.3. Nothing contained herein shall relieve Contractor of responsibility for proper installation and maintenance of work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.

3.7.4. Prior to completion of all work, Contractor shall remove from premises all equipment and materials belonging to Contractor.

3.7.5. Upon completion of the work, Contractor shall leave site in a clean and neat condition satisfactory to the State.

3.8. RIGHT TO PUBLISH

STATE OF NEVADA
TERMS AND CONDITIONS FOR SERVICES

- 3.8.1. All requests for publication or release of any information pertaining to a solicitation and any subsequent contract shall be in writing and sent to the head of the using agency or designee.
- 3.8.2. No announcement concerning award of a contract due to a solicitation can be made without prior written approval of the head of the using agency or designee.
- 3.8.3. As a result of selection of a vendor to supply requested services, the State is neither endorsing nor suggesting the vendor is the best or only solution.
- 3.8.4. Contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with specific advance written authorization of the head of the using agency or designee.
- 3.8.5. Throughout the term of the contract, Contractor shall secure the written approval prior to the release of any information pertaining to work or activities covered by the contract.

3.9. TRAVEL

- 3.9.1. If part of the contact, will follow processes below.
- 3.9.2. All travel shall be approved in writing in advance by the State.
- 3.9.3. Requests for reimbursement of travel expenses shall be submitted on the State claim for travel expense form with original receipts for all expenses.
- 3.9.4. Travel expense form, with original signatures, shall be submitted with Contractor invoice.
- 3.9.5. Contractor shall be reimbursed travel expenses and per diem at rates allowed for State employees at time travel occurs.
- 3.9.6. State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by Contractor for a rental vehicle.

4. FEDERAL LAWS AND AUTHORITIES

- 4.1. CERTIFICATION. Any person who requests or receives a Federal contract, grant, loan, or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.

4.2. COMPLIANCE

- 4.2.1. Federal laws and authorities with which the awarded vendor shall be required to comply, as applicable, are listed here but are not meant to be exhaustive. Awarded vendors are responsible for an awareness of, and compliance with, State and federal laws and regulations. These include, but are not limited to, individual State's prevailing wage laws and regulations that are applicable to a Participating Entity.
- 4.2.2. Archeological and Historic Preservation Act of 1974, PL 93-291
- 4.2.3. Clean Air Act, 42 U.S.C. 7506(c)
- 4.2.4. Endangered Species Act 16 U.S.C. 1531, ET seq.
- 4.2.5. Executive Order 11593, Protection and Enhancement of the Cultural Environment
- 4.2.6. Executive Order 11988, Floodplain Management
- 4.2.7. Executive Order 11990, Protection of Wetlands
- 4.2.8. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
- 4.2.9. Fish and Wildlife Coordination Act, PL 85-624, as amended.
- 4.2.10. National Historic Preservation Act of 1966, PL 89-665, as amended.
- 4.2.11. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended.
- 4.2.12. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended.
- 4.2.13. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans
- 4.2.14. Age Discrimination Act, PL 94-135
- 4.2.15. Civil Rights Act of 1964, PL 88-352
- 4.2.16. Section 13 of PL 92-500, Prohibition against sex discrimination under the Federal Water Pollution Control Act
- 4.2.17. Executive Order 11246, Equal Employment Opportunity
- 4.2.18. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
- 4.2.19. Rehabilitation Act of 1973, PL 93, 112
- 4.2.20. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
- 4.2.21. Executive Order 12549 – Debarment and Suspension
- 4.2.22. Davis-Bacon Act 40 U.S.C. 3141-3148

STATE OF NEVADA
TERMS AND CONDITIONS FOR SERVICES

- 4.2.23. Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708
- 4.2.24. Rights to Inventions Made Under a Contract or Agreement 37 CFR §401.2(a)
- 4.2.25. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
- 4.2.26. Americans With Disabilities Act of 1990, PL 101-336
- 4.2.27. Health Insurance Portability and Accountability Act of 1996, PL 104-191
- 4.2.28. Equal Pay Act of 1963, PL 88-38
- 4.2.29. Genetic Information Nondiscrimination Act, PL 110-233

5. FINANCIAL

5.1. TAX EXEMPT. The State shall not be liable for Federal, State, or Local excise taxes per NRS 372.325.

5.2. BILLING

- 5.2.1. The State does not issue payment prior to receipt of goods or services.
- 5.2.2. Contractor shall bill the State as outlined in the approved contract and/or payment schedule.
- 5.2.3. Timeliness of Billing. The State is on a fiscal year calendar, running July 1 through June 30. All billings for dates of service prior to July 1 shall be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August and processed as a stale claim pursuant to NRS 353.097, shall subject Contractor to an administrative fee not to exceed \$100.00. This is the estimate of additional costs to the State for processing the billing as a stale claim and this amount shall be deducted from the stale claim payment due Contractor.

5.3. PAYMENT

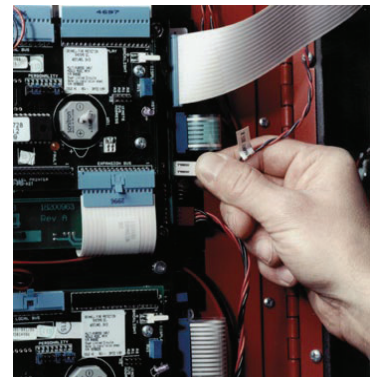
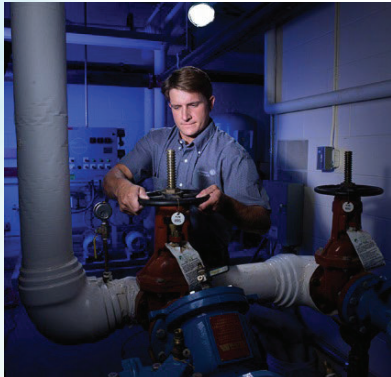
- 5.3.1. Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.
- 5.3.2. Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment, and services electronically, unless determined by the State Controller that electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.
- 5.3.3. Procurement Card Program. Program is issued through a major financial institution and treated like any other major credit card. Using agencies may desire to use card as a method of payment. No additional charges or fees shall be imposed for using card. Please indicate in *Vendor Information Response* if willing to accept this method of payment.

ATTACHMENT E VENDOR PROPOSAL

NASPO ValuePoint

Security and Fire Protection Services Nevada Request for Proposal: 99SWC-S1820

Redacted Technical Proposal



Proposal for:

NASPO ValuePoint
Security and Fire Protection Services
Nevada Request for Proposal: 99SWC-S1820
Redacted Technical Proposal

Submitted to:

Electronic Submission Through NevadaEPro,
<https://NevadaEPro.com>

Date:

February 23, 2023 @ 2:00 PM Pacific Time



Submitted by:

Johnson Controls Fire Protection LP.
6600 Congress Ave,
Boca Raton, FL 33487

Contact Name and Phone Number:

Name: Mr. Thomas Staves
Phone: 443.676.8813
Email: thomas.staves@jci.com

Corporate Address:

Johnson Controls Fire Protection LP.
6600 Congress Ave,
Boca Raton, FL 33487



**NASPO ValuePoint
Security and Fire Protection Services
Nevada Request for Proposal: 99SWC-S1820
Redacted Technical Proposal**

Table of Contents

Section	Title	RFP	Questions and Answers
A.	Title Page	10.2.A	
B.	Table of Contents	10.2.B	
C.	Response to Mandatory Minimum Requirements	8 + 10.2.C	
D.	Response to Critical Items	9 + 10.2.D	
D.2	NASPO ValuePoint Master Agreement Statement Of Compliance	9.2	
D.5	Insurance Schedule	9.5	
D.6	Vendor Background	9.6	
D.6.1	Company Overview	9.6.1	
D.6.1.1	Background		
D.6.1.2	History		
D.6.1.3	How Vendor Is Qualified To Provide The Services Described In This RFP		
D.6.2	Length Of Time In Business To The Public And/Or Private Sector	9.6.2	
D.6.3	Vendor Profile	9.6.3	
D.6.3.1	Company Full Legal Name	9.6.3.A	
D.6.3.2	Primary Business Address	9.6.3.B	
D.6.3.3	Company Ownership Structure	9.6.3.C	
D.6.3.4	Employee Size	9.6.3.D	
D.6.3.4	Website	9.6.3.E	
D.6.3.5	Sales Contact Information	9.6.3.F	
D.6.3.6	Client Retention and Growth Rates	9.6.3.G	
D.7	Subcontractors	9.7	
D.8	Vendor Staff Resumes	9.8	
D.8.1	Vendor Key Personnel Resumes		
D.10	Exceptions To Terms And Conditions	9.10	



**NASPO ValuePoint
Security and Fire Protection Services
Nevada Request for Proposal: 99SWC-S1820
Redacted Technical Proposal**

Table of Contents

Section	Title	RFP	Questions and Answers
E	Response to Scope of Work	10.2.E + 5.2.1	10+11+14+12+13+15+16+17+18+19+26+27+28+38
G.	Other Informational Material	10.2.G	
H.	Signature Attachments	5.2.5	

C. Response to Mandatory Minimum Requirements

We understand the RFP requires the following:

- 8. MANDATORY MINIMUM REQUIREMENTS
- 10. SUBMISSION CHECKLIST
- 10.2. TECHNICAL PROPOSAL
- C. Response to Mandatory Minimum Requirements

Mandatory Minimum Requirements	Johnson Controls Compliance
8.1. Pursuant to NRS 333.311 a contract cannot be awarded to a proposal that does not comply with the requirements listed in this section. Offeror will confirm that they will comply with each of the requirements in section 8 as reflected herein.	Johnson Controls Complies.
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.	Johnson Controls Complies.
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.	Johnson Controls Complies.
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).	Johnson Controls Complies.
8.5. CONTRACT RESPONSIBILITY. Awarded vendor shall be the sole point of contract responsibility. The Lead	Johnson Controls Complies.

Mandatory Minimum Requirements	Johnson Controls Compliance
<p>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.</p>	
<p>8.6. DATA ENCRYPTION. Confirm offeror will comply with Lead State IT requirement that data be encrypted in transit and in rest.</p>	<p>Johnson Controls Complies with NRS 603A.215 (2 & 3).</p>
<p>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.</p>	<p>Johnson Controls Complies.</p>
<p>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).</p>	<p>Johnson Controls Complies.</p>
<p>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.</p>	<p>Johnson Controls Complies.</p>

D. Response to Critical Items

We understand the RFP requires the following:

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**
- 9.3. **NASPO ValuePoint ADMINISTRATIVE FEE AND REPORTING REQUIREMENTS**
- 9.4. **PROMOTION OF THE NASPO ValuePoint MASTER AGREEMENT**
- 9.5. **INSURANCE SCHEDULE.**
- 9.6. **VENDOR BACKGROUND**
- 9.7. **SUBCONTRACTORS**
- 9.8. **VENDOR STAFF RESUMES**
- 9.9. **CUSTOMER SERVICE**
- 9.10. **EXCEPTIONS TO TERMS AND CONDITIONS**

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

Response to Critical Items are included on the following pages:

D.2. NASPO ValuePoint Master Agreement Statement Of Compliance

We understand the RFP requires the following:

9. CRITICAL ITEMS

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.**

Johnson Controls has read and understands the Terms and Conditions included in the NASPO Master Agreement, Please see the attached redline comments. Our team is available to discuss contract implementation.

D.5. Insurance Schedule

We understand the RFP requires the following:

9. CRITICAL ITEMS

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.*

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.*

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.

Johnson Controls operates in more than 150 countries around the globe with historical revenues over \$24,000,000,000 annually. Johnson Controls purchases insurance that complies with all applicable regulations, laws, customs, and practices for all US states, territories, possessions, along with most countries in the world. The limits and types of insurance Johnson Controls purchases are in accordance with companies of comparable size.

D.5.2 Ensuring Named Insured Matches The Offeror Business Name

We understand the RFP requires the following:

9. CRITICAL ITEMS

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.**

Our company ensure the named insured will match the Johnson Controls business name.

D.5.1 Insurance Certificate

We have attached Johnson Controls insurance certificate information.

Insurance Requirement	Johnson Controls Can Comply as Requested
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	Yes
1.6. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.	Yes
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.	Yes
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.	Yes
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.	Yes
5. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.	Yes

Table of Contents

D.6. Vendor Background	2
D.6.1 Company Overview	2
D.6.1.1 How Vendor Is Qualified To Provide The Services Described In This RFP	8
D.6.2 Length Of Time In Business To The Public And/Or Private Sector	9
D.6.3 Vendor Profile.....	10
D.6.3.1 Company Full Legal Name.....	10
D.6.3.2 Primary Business Address.....	10
D.6.3.3 Company Ownership Structure	10
D.6.3.4 Employee Size	10
D.6.3.4 Website	10
D.6.3.5 Sales Contact Information.....	10
D.6.3.6 Client Retention and Growth Rates.....	10

D.6. Vendor Background

D.6.1 Company Overview

We understand the RFP requires the following:

9. CRITICAL ITEMS

9.6. VENDOR BACKGROUND

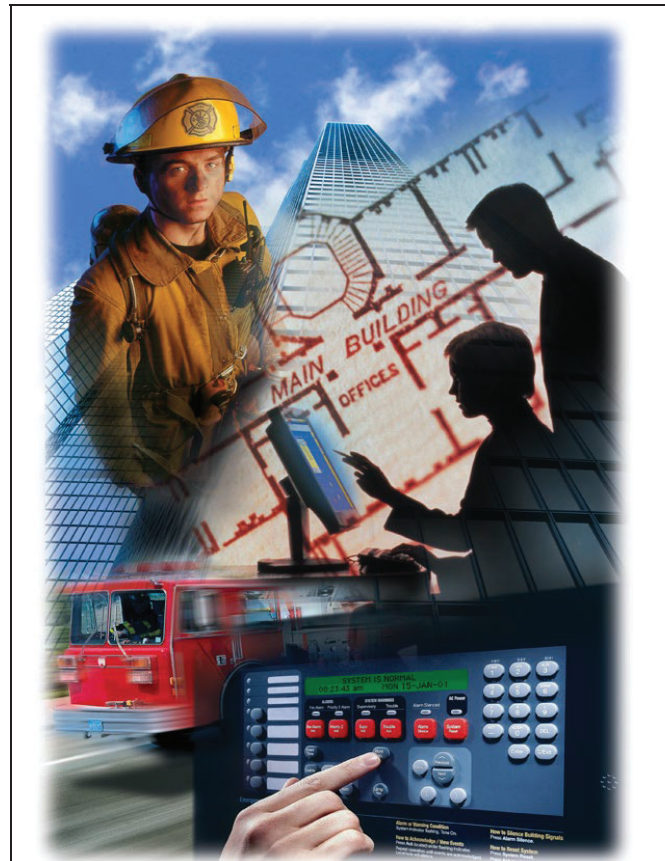
9.6.1. Provide a description of vendor background and history and explain how vendor is qualified to provide the services described in this RFP.

Our organization has a proven track record supporting NASPO members throughout the United States over the past five years. Our company has the experienced personnel, processes and procedures in place to continue to support NASPO.

Every day, Johnson Controls transforms the places and spaces where people live, work, learn and play. Johnson Controls is providing products and services in 90 percent of the world’s most iconic buildings. Our global team of over 100,000 experts delivers on our customers’ missions in industries such as healthcare, education, data centers and manufacturing. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission, helping you make your goals reality. Our deep industry expertise combined with 135 years of innovation and our leading portfolio of building technology and solutions drives the outcomes that matter most. The following information provides an overview of the three companies who will support the NASPO contract:

- Johnson Controls Fire Protection
- Johnson Controls Inc.
- Johnson Controls Security Solutions

Each of these companies are wholly owned indirect subsidiaries of Johnson Controls



Johnson Controls is a Leader in the Life Safety and Security Marketplace.

International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). In Fiscal Year 2022, Johnson Controls saw net revenue of \$25.2 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with ~\$42 billion in assets against \$24.7 billion in total liabilities. Total shareholders’ equity was \$16.2 billion for FY 2022.

Johnson Controls Fire Protection LP.

Johnson Controls Fire Protection (JCFP) formerly known as SimplexGrinnell is a leading provider of fire protection and life safety systems and services. JCFP is a world-class organization that combines the strength, heritage and excellence of two

longtime industry leaders – Simplex Time Recorder and Grinnell Fire Protection.

JCFP leverages the world-class products and services of our affiliates, such as Ansul, Master Protection/FireMaster, Scott, and Tyco Security Products. Capitalizing on the high quality offerings of these companies, we are capable of providing best-in-class fire protection to virtually any industry.

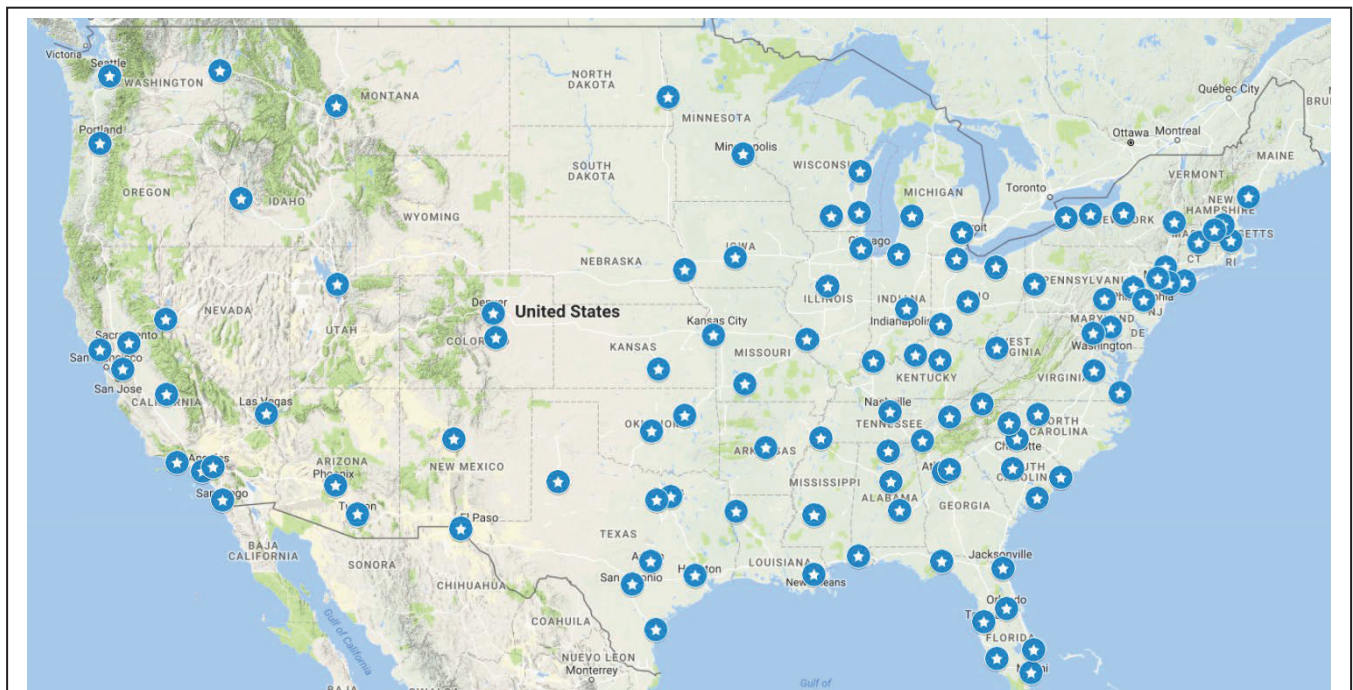
Simplex was founded in 1894 by the inventor of the first practical time clock and was operated as a privately held company for more than a century. Grinnell was established in 1850, and its capabilities grew to encompass design, engineering, manufacturing and installation, as well as system integration, maintenance and inspection services.

Simplex and Grinnell were widely respected for their technology, their expertise, their service organizations, and their ability to

deliver at the local level. Now all of those resources and competencies are available from one unified organization. JCFP offers customers an unprecedented array of best-in-class fire protection systems and services that protect people and property and improve workforce management.

Serving a geographic area that covers all of North America, JCFP is committed to being a single-source provider that delivers unequalled customer service. Our organization features a number of distinguishing competencies:

- Highly reliable, technologically advanced fire, life safety, integrated security, and communications management systems and services.
- A network of company-owned US branch offices enabling Johnson Controls to deliver high-quality systems and services at the local level.
- A services organization staffed by more than 8,900 technicians, installers and



Johnson Controls Fire Protection Owns & Operates Offices Throughout North America

other professionals. Through this organization, Johnson Controls provides 24/7 emergency service and brings customers unrivaled knowledge and expertise in designing, engineering, installing, testing, inspecting, maintaining, servicing and supporting fire detection, fire suppression and other life safety systems.

On September 2, 2016 SimplexGrinnell's parent company Tyco International was merged with Johnson Controls and SimplexGrinnell LP's name was changed to Johnson Control Fire Protection LP. The merger created a new global leader in building products and technology as well as integrated solutions and energy storage.

Last year JCFP served more than one million customers. Service revenue constituted approximately 46 percent, which is a combination of approximately 25 percent in recurring and scheduled maintenance, and 21 percent in time and materials service calls.

Systems Installation constituted about 53 percent of JCFPs revenue, consisting of ~11 percent upgrades/retrofits and ~42 percent in non-prime related installation activities. Revenue from the various market sectors is as follows:

- Suppression: 8 percent
- Sprinkler: 26 percent
- Electronic: 66 percent, including security, fire alarm, nurse call, etc.

The combination of Johnson Controls and Tyco brings together the complementary strengths of two great companies – Tyco's world-class fire, security, life safety and services business with Johnson Controls' building products, technology, integrated solutions and energy storage. This merger

brings together best-in-class technologies, products, installation and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration and energy storage solutions

We truly are combining the best of two great companies, to create the global leader in building products and technology, integrated solutions and energy storage. The new Johnson Controls paints an impressive picture, with 130+ years of innovation and over four million customers.

Johnson Controls Values:

- **INTEGRITY FIRST:** We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make.
- **PURPOSE LED:** We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment.
- **CUSTOMER DRIVEN:** We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions.
- **FUTURE FOCUSED:** Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next'.
- **ONE TEAM:** We are one team, dedicated to working collaboratively together to create the purposeful solutions that propel the world forward.

Johnson Controls, Inc.

Johnson Controls, Inc. (the "Company") is an indirect wholly owned subsidiary and North American operating company of Johnson Controls International plc. Johnson

Controls' commitment to providing high quality life safety solutions runs as deep as our resources. As a highly recognized systems integrator, Johnson Controls has unique ties to brands such as Software House access control systems, the Original Equipment Manufacturer (OEM) of the proposed CCure 9000 access control system. Consequently, the Johnson Controls team has factory direct access to TSP's products, pricing, services and support.



Johnson Controls creates intelligent buildings, efficient energy solutions, integrated infrastructure and next generation transportation systems that work seamlessly together to deliver on the promise of smart cities and communities. The Company is committed to helping our customers win and creating greater value for all of its

stakeholders through strategic focus on our buildings and energy growth platforms.

Its parent, Johnson Controls International plc (NYSE: JCI), was formed in 2016 through a merger between Tyco International Ltd. and one of Johnson Controls' subsidiaries. Johnson Controls, Inc. became a subsidiary and the North American operating company of Johnson Controls International plc through a merger that closed on September 2, 2016.

The Building Technologies & Solutions ("BT&S") business is a global market leader in engineering, developing, manufacturing, installing and servicing building products and systems around the world, including HVAC equipment, HVAC controls, energy-management systems, security systems, fire detection systems and fire suppression



-  BUILDING AUTOMATION SYSTEMS
-  CONTROLS
-  HVAC EQUIPMENT
-  AIR SYSTEMS
-  SECURITY
-  FIRE & HAZARD PROTECTION
-  BUILDING SERVICES & PARTS
-  LIGHTING, CONTROL & RETROFIT
-  OPERATIONAL INTELLIGENCE & LOSS PREVENTION
-  ENERGY STORAGE
-  RETAIL SOLUTIONS
-  BUILDING WIDE SYSTEMS INTEGRATION

We Offer a Broad Range Of Capabilities.

solutions. The BT&S business further serves customers by providing technical services (in the HVAC, security and fire-protection space), energy-management consulting and data-driven solutions via its recently launched data-enabled business. Finally, the Company is a North American market leader in residential air conditioning and heating systems and a global market leader in industrial refrigeration products.

Johnson Controls was originally incorporated in the state of Wisconsin in 1885 as Johnson Electric Service Company to manufacture, install and service automatic temperature regulation systems for buildings. Our company was renamed to Johnson Controls, Inc. in 1974. In 1978, the Johnson Controls acquired Globe-Union, Inc., a Wisconsin-based manufacturer of automotive batteries for both the replacement and original equipment markets. Our company entered the automotive seating industry in 1985 with the acquisition of Michigan-based Hoover Universal, Inc. In 2005, the Johnson Controls acquired York International, a global supplier of heating, ventilating, air-conditioning and refrigeration equipment and services. In 2014, the Company acquired Air Distribution Technologies, Inc. (ADTi), one of the largest independent providers of air distribution and ventilation products in North America.

On September 6, 2016, Johnson Controls, Inc. (JCI) and Tyco International plc (Tyco) completed their merger marking a historic turning point for both companies. By uniting Johnson Controls, the number one provider of building efficiency solutions with Tyco International, the number one provider of fire and security solutions, our new company is uniquely positioned as a leader in products, technologies and integrated solutions for the buildings and energy sectors. The merger

brings together best-in-class product, technology and service capabilities across controls, fire, security, HVAC, power solutions and energy storage, to serve various end-markets including large institutions, commercial buildings, retail, industrial, small business and residential.

The combination of Tyco and Johnson Controls buildings platforms provides expanded global reach for established businesses and complementary branch and channel networks. Our innovative capabilities and pipelines involving new products, advanced solutions for smart buildings and cities, value-added services driven by advanced data and analytics and connectivity between buildings and energy storage through infrastructure integration provides us a superior advantage compared to that of other integrators. Johnson Controls designs, produces, installs and services heating, ventilation and AC systems, industrial refrigeration, building management systems, fire and security systems and lastly, mechanical equipment for commercial and residential buildings.

Johnson Controls Security Solutions

Johnson Controls Security Solutions (JCSS) formerly known as Tyco Integrated Security (TycoIS), a business unit of Johnson Controls International Plc., is the leading provider of business security solutions in North America. With 10,000 people dedicated to providing the most advanced business security solutions in North America, JCSS help companies protect their employees, customers, facilities and operations from internal and external threats, and allow business to work smarter through enhanced security management and information management solutions.

JCSS helps protect all kinds of businesses and organizations, including hospitals,

banks, educational campuses, government buildings, manufacturing and distribution centers, food and beverage facilities, pharmaceutical companies, transportation and logistics, and retail stores. We secure businesses that operate out of a single location, as well as complex nationwide enterprises. Across these industries and many more, we help businesses meet their regulatory and compliance requirements, and provide integrated security and life safety solutions that help them run not just safer, but sharper too.

Our products and solutions help protect:

- 80% of the world's top 200 retailers.
- Over 1,000,000 fire fighters around the world.
- 90% of the top 50 oil and gas companies do business with JCSS.
- Our integrated solutions are in more than 300 international airports.
- We protect 100+ major stadiums around the world.
- We secure, monitor and service hundreds of Fortune 500 companies globally.
- Our products are in 200+ hospitals around the world.

JCSS offers a breadth of experience that is unmatched in the commercial security industry. With a history dating to 1874, and headquartered in US in Boca Raton, FL, and Canada in Mississauga, ON, we trace our beginning to the roots of the North American commercial security market.

Formerly known as ADT Business Solutions, JCSS became an independent company in 2012. As a business unit of Johnson Controls, the company is focused exclusively on providing security solutions for the commercial, retail, industrial and governmental markets.

JCSS integration of business security solutions spans the full spectrum of products and services, provides business of all sizes with the intelligent security solutions to help protect assets and create safer workplaces for employees and customers.

JCSS is comprised of more than 10,000 business security specialists in nearly 200 offices throughout North America. The JCSS team has a passion to advance commercial security, making it a priority to exceed expectations through superior service delivery, world-class talent and applied technological innovation.

JCSS provides video surveillance, fire and burglar event monitoring, access control, asset and people management products and services to companies in virtually every segment of the U.S. business economy, as well as governmental agencies at the federal, state and local levels. Its security solution offerings help protect hospitals, banks, educational campuses, government buildings, manufacturing and distribution centers, food and beverage facilities, pharmaceutical companies, transportation and logistics networks, and retail stores, allowing these organizations to address their security solutions as well as regulatory and compliance requirements.

JCSS offers the following products and services within North America:

- Audio Recording Systems
- Burglar Alarm Systems
- Business Intelligence Systems
- Business Security Systems
- CCTV and IP Video Systems
- Commercial Security Systems
- Corporate Security Solutions
- Integrated Security Management Solutions
- Emergency Notification Systems
- Fire and Life Safety Systems

- Intercom Systems
- Design, Engineering & Integration
- Loss Prevention Solutions
- Food Safety Solutions
- Government Security
- Hosted Access Control
- Inventory Management Solution
- Managed Access Control
- Managed Video Services
- Mobile Security Management
- Open/Close Schedule Monitoring
- Perimeter Security
- Physical Access Control
- Asset Tracking Systems
- Physical Security Information Management (PSIM)
- Professional Services
- Remote Video Escort Services
- Retail Security
- RFID Security
- School Security
- Traffic Intelligence
- Video Surveillance Solutions
- Intrusion Detection Systems
- Electronic Access Control Systems
- Electronic Article Surveillance
- Software and Data Services
- Security Management
- Transportation & Logistics Solutions
- Video Analytic Solutions
- Video Management Software
- Virtual Guard Tours
- Visitor Management Systems

JCSS delivers best-in-class business security solutions by providing:

- A comprehensive range of integrated security solutions, including managed and hosted services that can help protect a wide range of assets.
- A consultative approach with a deep understanding of each business security needs.

- A commitment to offer security solutions that can help produce a range of benefits, including improved productivity, cost savings and enhanced control.
- A complete customer support system after our solutions are installed, including monitoring options, maintenance agreements, warranty programs, ongoing software service, tech support and more.

Our robust business model includes:

- A full service offering of design, installation, maintenance, monitoring and security personnel.
- Dedicated Solutions & Design Management team that works to ensure technology is properly applied and effectively integrated.
- Our Project Managers, Technicians and Engineers are highly qualified with certifications from the industry's leading vendors and partners.
- We have Microsoft Certified Systems Engineers (MCSE) Microsoft Certified Project Specialists (MCPS), Microsoft Certified Professional in Systems Integration (MCPSI).

D.6.1.1 How Vendor Is Qualified To Provide The Services Described In This RFP

Thousands of organizations throughout North America choose Johnson Controls to install, integrate, upgrade and service their fire safety systems.

Our trained service technicians can support a wide variety of security and life safety solutions and technologies. There is no substitute for our quality, knowledge, commitment, experience and best practices.

- **End-to-End Capabilities:** We partner with each customer across their buildings' lifecycle – design, financing,

construction, maintenance, and management.

- **Depth of Experience:** We are world leaders in building technology and solutions, bringing to every project proven expertise earned in support of millions of customers.
- **Local Footprint:** We own and operate local offices across North America. Our service personnel live and work in the communities we service. As such, we can provide responsive service and support.
- **Trusted Partner Programs:** Johnson Controls amplifies our own capabilities by partnering with other industry leaders, and proven subcontractors – working seamlessly to provide best value solutions.
- **Continuous Innovation:** Johnson Controls pushes digital technology forward every day, delivering innovations, including Artificial Intelligent (AI) enabled solutions to ensure optimal system operations.
- **Impactful Sustainability:** Our experienced teams help our customers increase energy efficiency and reduce water usage. We have a proven track record with award-winning sustainability efforts.
- **Custom Service:** Johnson Controls can customize a range of service offerings in our portfolio to meet specific maintenance, service, training, professional services requirements, safety priorities and budget. We will put together a custom offering based on key needs.
- **End-To-End Safety –** can assure the effective operation of all building safety systems. One phone call can safeguard security, communication, fire and life safety systems.

- **Service Beyond Products -** Unparalleled selection of test and inspection services, preventative maintenance, 24/7 emergency services supporting multiple technologies and vendors.
- **Professional, Certified Technicians –** A large number of our technicians have worked for our organization for many years.

D.6.2 Length Of Time In Business To The Public And/Or Private Sector

We understand the RFP requires the following:

9. CRITICAL ITEMS

9.6. VENDOR BACKGROUND

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.*

Johnson Controls Fire Protection LP, (f/k/a SimplexGrinnell) was formed in Wilmington, Delaware on March 7, 2001. Johnson Controls Fire Protection LP. is a world-class organization that combines the strength, heritage and excellence of two longtime industry leaders – Simplex Time Recorder and Grinnell Fire Protection that have been in business for more than 100 years.

Johnson Controls has broad experience as a prime contractor to the public and/or private sector with life safety, fire, and security systems integration design, development, manufacture, installation, and support. Our fire suppression, fire detection, and HVAC systems are integrated into newly constructed facilities as well as existing client locations across the globe. We offer the following capabilities:

- turnkey solution provider of life safety systems
- prime contractor

- installer
- manufacturer, and
- service provider

Our efforts have included interfacing with a range of other businesses and agencies on large projects including the following:

- Subcontractors
- Architectural Firms
- Electrical Contractors
- Consultants
- Contractors
- Engineering Firms
- Mechanical Contractors
- Civil Design Services
- Inspectors

D.6.3 Vendor Profile

We understand the RFP requires the following:

9. CRITICAL ITEMS

9.6. VENDOR BACKGROUND

9.6.3. Vendor Profile

- Company full legal name
- Primary business address
- Describe company ownership structure
- Employee size (number of employees)
- Website
- Sales contact information
- Client retention and growth rates during the past three years

D.6.3.1 Company Full Legal Name

Johnson Controls Fire Protection LP.

D.6.3.2 Primary Business Address

6600 Congress Ave,
 Boca Raton, FL 33487

D.6.3.3 Company Ownership Structure

Johnson Controls Fire Protection LP, (f/k/a SimplexGrinnell), a wholly-owned, indirect

subsidiary of Johnson Controls International (JCI) is a **limited partnership** formed in Wilmington, Delaware on March 7, 2001.

D.6.3.4 Employee Size

Johnson Controls Fire Protection employed 9,451 employees at the end of fiscal year 2022. JCFP is part of Johnson Controls International - a geographically and culturally diverse company with over 100,000 employees in more than 150 countries.

D.6.3.4 Website

www.johnsoncontrols.com.

D.6.3.5 Sales Contact Information

Mr. Thomas Staves
 Johnson Controls, Inc.
 Program Manager | Cooperative & GPO
 Contracts
 443.676.8813
thomas.staves@jci.com

D.6.3.6 Client Retention and Growth Rates

G. Client retention and growth rates during the past three years

For fiscal year 2022, Johnson Controls acquired approximately 16,000 new customers. Please note our corporate definition of a “new customer” for tracking purposes is any customer we have not performed work for in over five years. Our customer retention data lists 77 percent of our fiscal year 2022 customers were repeat customers, meaning they purchased services from Johnson Controls within the previous five years. “We believe 2021 and 2020 data regarding retention and growth rates are similar.

D.7. Subcontractors

We understand the RFP requires the following:

9. CRITICAL ITEMS

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*

Johnson Controls may use subcontractors from time to time for various work under the NASPO Value Point contract. It is possible any one of our 120+ Johnson Controls offices could potentially perform work under the NASPO Value Point contract. As such, we cannot predict which subcontractors our team may use on a future project. We may subcontract electrical contractors and/or other specialty subcontractors for work such as painting and patching, locksmith work, etc. Our organization uses formal processes to select subcontractors depending upon the required work. We will be able to provide the requested subcontractor information on a project-by-project basis.

Contract

- 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.*

Johnson Controls will provide information regarding contractual arrangements for any of our subcontractors once we have selected a subcontractor for use on a specific NASPO Value Point project.

Specific Requirements Performed by Subcontractor

- 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

Specific Requirements Performed by Subcontractor	How Johnson Controls Will Maintain the Subcontractor Compliance
A. How the work of any subcontractor(s) shall be supervised	Johnson Controls' lead on-site person will be responsible for supervising subcontractor personnel.
B. How channels of communication shall be maintained	Our local branch office personnel will maintain regular communication with our subcontractors.
C. How compliance with contract terms and conditions will be assured	All NASPO contract terms will flow down and will be applicable to any subcontractors utilized during the execution of a NASPO Value Point project.
D. Previous experience with subcontractor(s)	Johnson Controls will provide information regarding our past experience with subcontractors once we have selected a subcontractor for use on a specific NASPO Value Point project.
E. Confirm a willingness to provide the full subcontract between the vendor and subcontractor(s) for review if requested by a Purchasing Entity	Confirm

D.8. Vendor Staff Resumes

We understand the RFP requires the following:

9. CRITICAL ITEMS

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.

Please see key personnel resumes included in Section F entitled "Proposed Staff Resumes".

D.10. Exceptions To Terms And Conditions

We understand the RFP requires the following:

9. CRITICAL ITEMS

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.*

Exceptions are submitted in the Section D.2.

E. Response to Scope of Work

We understand the RFP requires the following:

- 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.
 - 10.2. 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
- 5. ATTACHMENTS
 - 5.2. **PROPOSAL ATTACHMENTS. To be completed and returned.**
 - 5.2.1. **99SWC-S1820 Scope of Work**
- 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.

Questions and Answers:

Item 3

Question: How do we properly identify that we are only bidding certain sections?

Response: The Technical Proposal should have sections that clearly explains what scopes of work and areas of service being proposed.

Item 13 - 99SWC-S1820 Scope of Work Section 2.5.5

Question: Section 2.5.5 we can not work on or install Water flow, this is installed by plumbers. We install a monitoring module on the flow and tamper that is purely electronic.

Response: If a vendor feels a specific requirement is incorrectly written or overly specific, please clearly state that in your response, along with the suggested replacement language and the evaluation committee will consider it in their review.

Item 18 - 99SWC-S1820 Scope of Work Section 3.4.2

Question: Section 3.4 Penalty, line 3.4.2, can we add terminology for egregious errors carrying the 25% penalty, rather than small errors or system errors. For example, if we did an install for 20000 and an invoice got slightly changed for a tax error, that could be a 5000 penalty. That seems out of line with the intent of the penalty. Or does this penalty only align with each line item on the billing? I would like clarification on this.

Response: Vendors are welcome to propose alternate language as part of their proposal for consideration.

Item 10 - 99SWC-S1820 Scope of Work Section 4.5.5

Question: On section 4.5.5 Our low voltage license does not allow us to inspect fire extinguishers or fire sprinkler systems. We can inspect the modules attached to fire sprinklers, such as water

flow or tamper, and we can inspect monitoring modules for dry or wet active systems but the items listed we can not inspect.

Response: *Specifically related to section RFP section 4.5.5 and Scope of Work, Section 2.16/Category 16, Inspections and Monitoring; the requirements of Scope of Work section 1.3 are waived. Vendors can submit for less than the full category in Inspections and Monitoring and still be considered for award. Proposal must clearly state vendor capabilities.*

Item 11 - 99SWC-S1820 Scope of Work Section 1.4.9

Question: *Verbiage on section 1.4.9, this is very general and needs to be qualified. Generally an inspection would only allow discovery of issues, not repairs or additional inspections. A maintenance program would cover repairs. To group these items together would be demanding much higher pricing for inspection work.*

Response: *All of section 1.4.9 is removed from the scope of work. Inspection requirements are addressed in individual category descriptions. Proposals should clearly detail what is included and explicitly excluded from a specific inspection type.*

Does not have any exceptions to the scope of work. The NASPO "Scope of Work" document is attached.

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.

99SWC-S1820 SCOPE OF WORK

- 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.

99SWC-S1820 SCOPE OF WORK

- 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

99SWC-S1820 SCOPE OF WORK

- 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

99SWC-S1820 SCOPE OF WORK

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

99SWC-S1820 SCOPE OF WORK

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

99SWC-S1820 SCOPE OF WORK

- 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

99SWC-S1820 SCOPE OF WORK

- 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

99SWC-S1820 SCOPE OF WORK

- 2.12.4. Provide programming and work individually with each Participating Entity information technology staff when installing new or maintaining previously installed systems.
- 2.13. BURGLAR ALARM SYSTEMS
- 2.13.1. The Burglar Alarm Systems category includes, but is not limited to the following services:
- 2.13.2. All aspects of burglar alarm system services
- 2.13.3. System Monitoring:
- A. Provide a 24-hour (UL) station
 - B. Provide backup communication, i.e., radio or cell phone
- 2.13.4. Installation of new systems
- 2.13.5. Replacement or upgrade of systems
- 2.13.6. Removal of existing systems
- 2.13.7. Maintenance and repair (including emergency repairs) of systems
- A. Respond on site to trouble calls within four (4) hours, including weekends and holidays
 - B. Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched
 - C. Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement
 - D. Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location
- 2.13.8. Integration to existing systems as requested
- 2.13.9. Provide and install all related equipment and items that are needed to complete work
- 2.13.10. The authorized Purchasing Entity representative and/or designee will identify the procedures by which work requests will be assigned
- 2.13.11. Existing systems must be matched in any new additions or new construction. During renovations, the system in the renovated area being replaced must match the system that is currently in operation and must become an integral part thereof. Vendors must ensure complete connectivity and integration to each existing system in those instances where an addition or upgrade is warranted
- 2.13.12. Designate a single point of contact who can address the programming needs of alarm systems in use throughout Purchasing Entity facilitates with a certified tech
- 2.13.13. Vendors must possess the ability to provide for individual access codes
- 2.14. SURVEILLANCE SERVICES AND EQUIPMENT
- 2.14.1. This category includes, but is not limited to the following services:
- 2.14.2. All aspects of cloud-based and video surveillance systems, services, and equipment
- 2.14.3. Installation of new systems
- 2.14.4. Replacement or upgrade of systems
- 2.14.5. Removal of existing systems
- 2.14.6. Maintenance and repair (including emergency repairs) of systems
- A. Respond on site to trouble calls within four (4) hours, including weekends and holidays
 - B. Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched
 - C. Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement
 - D. Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location
- 2.14.7. Integration to existing systems as requested
- 2.14.8. Provide and install all related equipment such as wires and fasteners that may be needed to complete work.
- 2.14.9. Provide the option to use video cards for video surveillance
- 2.14.10. Vendors must offer video cards with various capacity sizes to meet all potential needs. Capacity and specifications as determined by the Participating Entity.
- 2.14.11. Provide the option for agencies to build their own stand-alone computer to run the system, or request that the vendor build it for them

99SWC-S1820 SCOPE OF WORK

- 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:

99SWC-S1820 SCOPE OF WORK

- 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.

99SWC-S1820 SCOPE OF WORK**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.

99SWC-S1820 SCOPE OF WORK**4. TERMS AND CONDITIONS FOR GOODS**

- 4.1. EXPRESS WARRANTIES. For the period specified on the face of the contract, contractor warrants and represents each of the following with respect to any goods provided under the contract, except as otherwise provided on incorporated attachments:
- 4.1.1. Fitness for Particular Purpose; The goods shall be fit and be sufficient for the particular purpose set forth in the solicitation documents.
 - 4.1.2. Fitness for Ordinary Use; The goods shall be fit for the purpose for which goods of a like nature are ordinarily intended, it being understood that the purpose for the goods covered by the contract are ordinarily intended is general government administration and operations.
 - 4.1.3. Merchantable; Good Quality, No Defects; The goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship.
 - 4.1.4. Conformity: The goods shall conform to the standards, specifications and descriptions set forth in the incorporated attachments. If contractor has supplied a sample to the State, the goods delivered shall conform in all respects to the sample and if the sample should remain in State possession it shall be identified by the word "sample" and the signature of contractor sales representative.
 - 4.1.5. Uniformity: The goods shall be without variation, and shall be of uniform kind, quality, and quantity within each unit and among all units.
 - 4.1.6. Packaging and Labels; The goods shall be contained, packaged, and labeled so as to satisfy all legal and commercial requirements applicable to use by a government agency, including without limitation, OSHA material safety data sheets and shall conform to all statements made on the label.
 - 4.1.7. Full Warranty: The foregoing warranties are "full" warranties within the meaning of the Magnuson-Moss Warranty - Federal Trade Commission Improvement Act, 15 U.S.C. § 2301 et seq., and implementing regulations 16 C.F.R. pts. 700-703, if applicable to this transaction.
 - 4.1.8. Infringement Indemnity; Refer to NASPO ValuePoint Master Agreement Terms and Conditions, Section 33.
 - 4.1.9. Usage of Trade; Course of Dealings; Implied Warranties. contractor shall also be bound by any other implied warranty that, at the time of execution of the contract, prevails in the trade of government in the marketing area in and about the State of Nevada. contractor shall also be bound by any other implied warranty arising through course of dealings between contractor and the State from and after the execution of the contract. contractor shall also be bound by all warranties set forth in Nevada Uniform Commercial Code (NRS Title 8) in effect on the date of execution of the contract.
 - 4.1.10. Obsolete Equipment: Agencies or Entities will not be billed/invoiced for upgraded equipment due to obsolete equipment owned by the vendor.
 - 4.1.11. Warranties Cumulative: It is understood that warranties created by the contract, whether express or implied, as well as all warranties arising by operation of law that affect the rights of the parties under the contract, are cumulative and should be construed in a manner consistent with one another.
 - 4.1.12. Priority of Warranties; If it is held by a court of competent jurisdiction that there is an irreconcilable conflict between or among any of the warranties set forth in the contract and any warranties implied by law, the parties agree that the specifications contained in the contract shall be deemed technical and mere language of description.
 - 4.1.13. Beneficiaries of Warranties; Benefit of any warranty made in the contract shall be in favor of the State of Nevada and Participating Entities, any of their political subdivisions or agencies, and any employee or licensee thereof who uses the goods, and the benefit of any warranty shall apply to both personal injury and property damage.
- 4.2. DELIVERY: INSPECTION: ACCEPTANCE; RISK of LOSS. contractor agrees to deliver the goods as indicated in the contract, and upon acceptance by the Purchasing Entity, title to the goods shall pass to the Purchasing Entity unless otherwise stated in the contract. The Purchasing Entity shall have the right to inspect the goods on arrival and, within a commercially reasonable time, the Purchasing Entity must give notice to contractor of any claim or damages on account of condition, quality, or grade of the goods, and the Purchasing Entity must specify the basis of the claim in detail. Acceptance of the goods is not a waiver of UCC revocation of acceptance rights or of any right of action that the Purchasing Entity may have for breach of warranty or any other cause. Unless otherwise stated in the contract, risk of loss from any casualty, regardless of the cause, shall be on contractor until the goods have been accepted and title has passed to the Purchasing Entity. If given any, the Purchasing Entity agrees to follow reasonable instructions regarding return of the goods.
- 4.3. NO ARRIVAL; NO SALE. The contract is subject to provisions of no arrival, no sale terms, but proof of shipment is to be given by vendor, each shipment to constitute a separate delivery. A variation of ten days in time of shipment or delivery from that specified herein does not constitute a ground for rejection. The Purchasing Entity may treat any deterioration of the goods as entitling the Purchasing Entity to the rights resulting from a casualty to the identified goods without regard to whether there has been sufficient deterioration so that the goods no longer conform to the contract.
- 4.4. PRICE; TAXES; PAYMENT. The price quoted is for the specified delivery, and, unless otherwise specified in the

99SWC-S1820 SCOPE OF WORK

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.

G. Other Informational Material

We understand the RFP requires the following:

- 10. SUBMISSION CHECKLIST
- 10.2. TECHNICAL PROPOSAL
- G. Other Informational Material

G.1 Business References and Reference Questionnaire

We understand the RFP requires the following:

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.*

Our team sent Reference Questionnaires to business reference contacts.

H. Signature Pages

We understand the RFP requires the following:

C. MANDATORY SUBMISSION REQUIREMENTS

5. ATTACHMENTS

5.2. PROPOSAL ATTACHMENTS. To be completed and returned.

5.2.5. Attachments for Signature

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

All signature Pages are submitted as a separate file.

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:	Johnson Controls Fire Protection LP.
Company Street Address:	6600 Congress Ave,
City, State, Zip Code:	Boca Raton, FL 33487
Telephone Number, including area code:	(561) 705 - 0168
Toll Free Number, including area code:	(877) 330 -7404
Email Address:	www.johnsoncontrols.com

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

Requested Information	Response
Name:	Mr. Thomas Staves
Title:	Program Manager, Cooperative & GPO Contracts
Address:	705 Digital Drive
City, State, Zip Code:	Linthicum, MD 21090
Email Address:	thomas.staves@jci.com
Telephone Number, including area code:	443.676.8813
Toll Free Number, including area code:	

VENDOR INFORMATION RESPONSE

2. VENDOR INFORMATION

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

Question	Response
Company Name:	Johnson Controls Fire Protection LP.
Ownership (sole proprietor, partnership, etc.):	Limited Partnership
State of Incorporation:	Delaware
Date of Incorporation:	March 7, 2001
# of years in business:	22 Years
List of top officers:	Robert J. Stoppek - President; Heather Brown – Vice President and Secretary Alcindor Shaw – Vice President and Treasurer
Location of company headquarters, to include City and State:	6600 Congress Ave, Boca Raton, FL 33487
Location(s) of the office that shall provide the services described in this RFP:	120 Nationwide offices.
Number of employees locally with the expertise to support the requirements identified in this RFP:	9,451
Number of employees nationally with the expertise to support the requirements in this RFP:	9,451
Location(s) from which employees shall be assigned for this project:	120 Nationwide offices.

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:	2000743-240		
	State	District Office	License id
	NV	Las Vegas NV (435)	LIC 696
	NV	Reno NV (Sparks - 454)	0146
	NV	Reno NV (Sparks - 454)	19-00004178
	NV	Reno NV (Sparks - 454)	17759
	NV	Las Vegas NV (435)	2000743-240
	NV	Las Vegas NV (435)	2000099-165_
	NV	Las Vegas NV (435)	2000099-165
	NV	Norfolk VA (295)	Cumberland

VENDOR INFORMATION RESPONSE

NV	Elko NV (456)	3018
NV	Reno NV (Sparks - 454)	1510
NV	Reno NV (Sparks - 454)	52802
NV	Reno NV (Sparks - 454)	BL01-1365
NV	Las Vegas NV (435)	2003301440
NV	Las Vegas NV (435)	70703
NV	Reno NV (Sparks - 454)	06243
NV	Reno NV (Sparks - 454)	18-719
NV	Las Vegas NV (435)	NLS-C11-10364-B-010297
NV	Reno NV (Sparks - 454)	03063-1
NV	Las Vegas NV (435)	18003
NV	Reno NV (Sparks - 454)	18430
NV	Las Vegas NV (435)	0053679
NV	Las Vegas NV (435)	SBPC-08-08-28-0093
NV	Las Vegas NV (435)	0053672
NV	Reno NV (Sparks - 454)	E306,E70,F325,G424, 167,J54,GU898
NV	Las Vegas NV (435)	E302,E68,F324,G422,GU8 56
NV	Las Vegas NV (435)	J 6747 CP
NV	Reno NV (Sparks - 454)	000402
NV	Reno NV (Sparks - 454)	R109055A-LIC
NV	Reno NV (Sparks - 454)	S054877A-LIC
NV	Reno NV (Sparks - 454)	NV20011155948
NV	Reno NV (Sparks - 454)	68-0373
NV	Reno NV (Sparks - 454)	68-0383
NV	Reno NV (Sparks - 454)	12850
NV	Reno NV (Sparks - 454)	W12857A-LIC
NV	Reno NV (Sparks - 454)	437
NV	Reno NV (Sparks - 454)	9786
NV	Elko NV (456)	1763
NV	Reno NV (Sparks - 454)	9220
NV	Reno NV (Sparks - 454)	yerington

Legal Entity Name:

Johnson Controls Fire Protection LP.

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:

VENDOR INFORMATION RESPONSE

2.3 STATE OF NEVADA EXPERIENCE

Question	Response		
Has the vendor ever been engaged under contract by any State of Nevada agency?	Yes	<input checked="" type="radio"/>	No <input type="radio"/>

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:	Washoe County, Nevada
State Agency Contact Name:	Ms. Apryl Ramage
Dates Services Were Performed:	September 2022/ December 2022 / March 2022 / June 2022 (Quarterly Inspections)
Type of Duties Performed:	Fire Alarm, Fire Alarm Monitoring, Fire Sprinkler, Extinguishes, Kitchen Hood, Gas Suppression, Backflow Preventers
Total Dollar Value of the Contract:	\$207,719

Question	Response
State Agency Name:	State of Nevada Buildings and Ground
State Agency Contact Name:	Mr. Michael Johnson
Dates Services Were Performed:	May 2022 / August 2022 / November 2022 / February 2022 (Quarterly Inspections)
Type of Duties Performed:	Fire Alarm, Fire Alarm Monitoring, Fire Sprinkler, Extinguishes, Kitchen Hood, Gas Suppression, Backflow Preventers
Total Dollar Value of the Contract:	\$74,804

Question	Response
State Agency Name:	Nevada State Board of Medical Examiners
State Agency Contact Name:	Ms. Laurie Munson
Dates Services Were Performed:	June 2022(Quarterly Inspections)
Type of Duties Performed:	Fire Alarm, Fire Alarm Monitoring, Intrusion Monitoring, Fire Sprinkler, Extinguishers, Backflow Preventers
Total Dollar Value of the Contract:	\$2,205.00

VENDOR INFORMATION RESPONSE

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	<input type="radio"/>	No	<input checked="" type="radio"/>
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	<input type="radio"/>	No	<input checked="" type="radio"/>

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:	N/A	
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:		

VENDOR INFORMATION RESPONSE

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	<input checked="" type="radio"/>	No <input type="radio"/>

4. NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION

Requested Information	Response
Name:	Duane Jenkins
Title:	VP Service Sales

4.1 SIGNATURE OF INDIVIDUAL AUTHORIZED TO BIND THE VENDOR

Individual shall be legally authorized to bind the vendor per NRS 333.337	
Signature:	<i>Duane Jenkins</i>
Date:	2/23/2023 12:05 PM PST

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:	Johnson Controls Fire Protection LP.
Print Name:	Duane Jenkins
Signature:	<i>Duane Jenkins</i>
Date:	2/23/2023 12:05 PM PST

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	<input checked="" type="radio"/>	No	<input type="radio"/>
Justification for Confidential Status:	D.1 Scope of Work Attachment The information provided in this section includes details on the specific processes and procedures Johnson Controls will use to perform Life Safety Systems design, installation and inspection services. Johnson Controls has invested significant time and resources developing these procedures. If made available to the public, our competitors could use such information to develop similar processes and procedures without investing the same time or financial resources. This would give them an unfair advantage in the marketplace.				
	D.3. NASPO ValuePoint Administrative Fee And Reporting Requirements This Section contains information on Johnson Controls' person responsible for providing the mandatory usage report. The release of such information would provide a windfall of insight and access to competitors who may not have invested time and resources to develop similar processes, personnel or client leads.				
	D.4 - Promotion Of The NASPO ValuePoint Master Agreement This section includes client data such as client names. This information is crucial to Johnson Controls' ongoing business and is literally a road map to competing with our company in future business. The release of such information would provide access to competitors who may not have invested the same time and resources to develop similar leads.				
	D.9 -Customer Service This Section contains information on Johnson Controls method of identifying and resolving solving customer's issues, key account people, including names, titles, credentials and contact information, hours of operations, response time. The release of such information would provide a windfall of insight and access to competitors who may not have invested time and resources to develop similar processes, personnel or client leads.				
	F. Proposed Staff Resumes The personnel information provided consists of employee names, titles, backgrounds and contact information. The release of such information would enable competitors to seek to hire Johnson Controls employees best suited to compete for business of the type to be performed on the project or other work to be pursued by the company.				
Company Name:	Johnson Controls Fire Protection LP.				
Signature:	<i>Duane Jenkins</i>				

Print Name:	Duane Jenkins
Date:	2/23/2023 12:05 PM PST

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:	Johnson Controls Fire Protection LP.
Project Title:	Security and Fire Protection Services Nevada Request for Proposal: 99SWC-S1820
Print Name of Official Authorized to Sign Application:	Duane Jenkins
Signature of Official Authorized to Sign Application:	<i>Duane Jenkins</i>
Date:	2/23/2023 12:05 PM PST