



**STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
Purchasing Division  
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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:

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**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](http://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](http://www.naspovaluepoint.org) and [www.naspo.org](http://www.naspo.org).

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

#### 2.6. ANTICIPATED USAGE

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

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

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

### 3. SCOPE OF WORK

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

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

### 4. COST PROPOSAL

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

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

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

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

*Schedule Attachment.*

**4.5. INSTRUCTIONS**

- 4.5.1. Offeror must submit cost, prices and rates as required in *Cost Schedule*. No other cost format will be accepted. Offeror's proposed costs must be inclusive of all fees and charges, including but not limited to fees or charges for shipping, delivery, credit card payments, and personnel. All costs proposed by Offeror must also be inclusive of the NASPO ValuePoint administrative fee. Proposed costs incorporated into a Master Agreement resulting from this RFP represent not-to-exceed pricing and minimum discounts, where applicable. Except as permitted in Subsection 4.5.2, pricing offered to Participating Entities and Purchasing Entities must be no higher than pricing set forth in the Master Agreement.
- 4.5.2. A Participating Addendum may also require payment of an additional administrative fee by Contractors to a Participating Entity based on sales to Purchasing Entities within the jurisdiction of the Participating Entity. Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not-to-exceed the Participating Entity's fee. Such adjustments will have no effect on the NASPO ValuePoint administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity.
- 4.5.3. All parts, supplies, and equipment will be provided at offeror cost plus the fixed materials mark-up proposed. Receipts for materials may be required by Purchasing Entity to document offeror cost.
- 4.5.4. Vendor can agree to rates lower than those proposed with a Participating Entity in a Participating Addenda, service agreement, or project quote.
- 4.5.5. Inspection and Monitoring includes inspection and monitoring of fire extinguishing systems, fire sprinkler systems, alarm monitoring, and fire alarm/protective signaling for offerors who provide those services but not installation/repair.

**5. ATTACHMENTS**

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

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

- 5.2. PROPOSAL ATTACHMENTS. To be completed and returned.

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

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

**6. TIMELINE**

- 6.1. All questions regarding this RFP shall be submitted using the Bid Q&A feature in NevadaEPro by the deadline below.
- 6.2. The following represents the proposed timeline for this project.
  - 6.2.1. All times stated are Pacific Time (PT).
  - 6.2.2. These dates represent a tentative schedule of events.
  - 6.2.3. The Lead State reserves the right to modify these dates at any time.

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

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

## 7. EVALUATION PROCESS

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

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

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

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

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

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

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

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

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

## 7.2. COST SCORING

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

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

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

### 7.3. PRESENTATIONS

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

### 7.4. AWARD

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

## 8. MANDATORY MINIMUM REQUIREMENTS

- 8.1. Pursuant to NRS 333.311 a 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 Bid Q&A

| # | 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>&amp;#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>&amp;#8203;</p> <p>&amp;#8203;We are not licensed to do business in the state of Nevada. However we are licensed for the state of Wisconsin.</p> <p>&amp;#8203;</p> <p>&amp;#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>&amp;#8203;</p> <p>&amp;#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 require to be awarded a Participating Addendum in Nevada. Other participating entitles 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 explains 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 Addenda 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.   |

# 99SWC-S1820 Bid Q&A

| #  | Subject   | Question   | Answer  |
|----|---|--|---|
| 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.  |
| 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.  |

## 99SWC-S1820 Bid Q&A

| #  | Subject                                     | Question  | Answer  |
|----|---|---|---|
| 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?<br><br>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. |

# 99SWC-S1820 Bid Q&A

| #  | Subject                          | Question  | Answer  |
|----|----------------------------------|---|---|
| 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."<br>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.   |
| 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."<br>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."<br>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 be 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.  |

## 99SWC-S1820 Bid Q&A

| #  | Subject  | Question  | Answer  |
|----|--|---|---|
| 32 | In section 4.5 in Terms and Conditions ?<br>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."<br>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 ?<br>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?<br><br>What type of organizations and/or entities qualify as ?contracting cooperatives? under NASPO's definition?<br><br>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.   |



## 99SWC-S1820 Bid Q&A

| #  | Subject                     | Question   | Answer   |
|----|-----------------------------|--|--|
| 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 Agreement 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.  |
| 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 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 CO<sub>2</sub>, 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.

**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 COST SCHEDULE

VENDOR NAME:

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

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**1. BACKFLOW PREVENTION SYSTEM (CATEGORY 1)**

| 1.1.    | BACKFLOW PREVENTION SYSTEM                             | Unit                    | Rate  |
|---------|--|-------------------------|-------|
| 1.1.1.  | Maximum Labor Rate (for any title)                     | Per Hour                | \$ -  |
| 1.1.2.  | Install - Standard Labor Rate (8a-5p, M-F)             | Per Hour                | \$ -  |
| 1.1.3.  | Install - After Hours Labor Rate (5p-8a, M-F)          | Per Hour                | \$ -  |
| 1.1.4.  | Install - Weekend/Holiday Labor Rate                   | Per Hour                | \$ -  |
| 1.1.5.  | Repair - Maximum Labor Rate (for any title)            | Per Hour                | \$ -  |
| 1.1.6.  | Repair - Telephone Support                             | Per Hour                | \$ -  |
| 1.1.7.  | Repair - Standard Labor Rate (8a-5p, M-F)              | Per Hour                | \$ -  |
| 1.1.8.  | Repair - After Hours Labor Rate (5p-8a, M-F)           | Per Hour                | \$ -  |
| 1.1.9.  | Repair - Weekend/Holiday Labor Rate                    | Per Hour                | \$ -  |
| 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    | 0.00% |
| 1.1.13. | Subcontractor Mark-up                                  | % of subcontractor cost | 0.00% |
| 1.2.    | Other Labor Categories (cannot exceed max rate above): | Unit                    | Rate  |
| 1.2.1.  |  | Per Hour                | \$ -  |
| 1.2.2.  |  | Per Hour                | \$ -  |
| 1.2.3.  |  | Per Hour                | \$ -  |
| 1.2.4.  |  | Per Hour                | \$ -  |
| 1.2.5.  |  | Per Hour                | \$ -  |
| 1.2.6.  |  | Per Hour                | \$ -  |
| 1.2.7.  |  | Per Hour                | \$ -  |
| 1.2.8.  |  | Per Hour                | \$ -  |
| 1.2.9.  |  | Per Hour                | \$ -  |
| 1.2.10. |  | Per Hour                | \$ -  |

## 99SWC-S1820 COST SCHEDULE

VENDOR NAME:

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

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**2. SANDPIPER INSPECTIONS - FIRE HOSE (CATEGORY 2)**

| 2.1.    | SANDPIPER INSPECTIONS - FIRE HOSE                      | Unit                    | Rate  |
|---------|--|-------------------------|-------|
| 2.1.1.  | Maximum Labor Rate (for any title)                     | Per Hour                | \$ -  |
| 2.1.2.  | Install - Standard Labor Rate (8a-5p, M-F)             | Per Hour                | \$ -  |
| 2.1.3.  | Install - After Hours Labor Rate (5p-8a, M-F)          | Per Hour                | \$ -  |
| 2.1.4.  | Install - Weekend/Holiday Labor Rate                   | Per Hour                | \$ -  |
| 2.1.5.  | Repair - Telephone Support                             | Per Hour                | \$ -  |
| 2.1.6.  | Repair - Maximum Labor Rate (for any title)            | Per Hour                | \$ -  |
| 2.1.7.  | Repair - Standard Labor Rate (8a-5p, M-F)              | Per Hour                | \$ -  |
| 2.1.8.  | Repair - After Hours Labor Rate (5p-8a, M-F)           | Per Hour                | \$ -  |
| 2.1.9.  | Repair - Weekend/Holiday Labor Rate                    | Per Hour                | \$ -  |
| 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    | 0.00% |
| 2.1.13. | Subcontractor Mark-up                                  | % of subcontractor cost | 0.00% |
| 2.2.    | Other Labor Categories (cannot exceed max rate above): | Unit                    | Rate  |
| 2.2.1.  |  | Per Hour                | \$ -  |
| 2.2.2.  |  | Per Hour                | \$ -  |
| 2.2.3.  |  | Per Hour                | \$ -  |
| 2.2.4.  |  | Per Hour                | \$ -  |
| 2.2.5.  |  | Per Hour                | \$ -  |
| 2.2.6.  |  | Per Hour                | \$ -  |
| 2.2.7.  |  | Per Hour                | \$ -  |
| 2.2.8.  |  | Per Hour                | \$ -  |
| 2.2.9.  |  | Per Hour                | \$ -  |
| 2.2.10. |  | Per Hour                | \$ -  |



## 99SWC-S1820 COST SCHEDULE

VENDOR NAME:

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

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**3. AUTOMATIC FIRE PUMPS (CATEGORY 3)**

| 3.1.    | AUTOMATIC FIRE PUMPS                                   | Unit                    | Rate  |
|---------|--|-------------------------|-------|
| 3.1.1.  | Maximum Labor Rate (for any title)                     | Per Hour                | \$ -  |
| 3.1.2.  | Install - Standard Labor Rate (8a-5p, M-F)             | Per Hour                | \$ -  |
| 3.1.3.  | Install - After Hours Labor Rate (5p-8a, M-F)          | Per Hour                | \$ -  |
| 3.1.4.  | Install - Weekend/Holiday Labor Rate                   | Per Hour                | \$ -  |
| 3.1.5.  | Repair - Telephone Support                             | Per Hour                | \$ -  |
| 3.1.6.  | Repair - Maximum Labor Rate (for any title)            | Per Hour                | \$ -  |
| 3.1.7.  | Repair - Standard Labor Rate (8a-5p, M-F)              | Per Hour                | \$ -  |
| 3.1.8.  | Repair - After Hours Labor Rate (5p-8a, M-F)           | Per Hour                | \$ -  |
| 3.1.9.  | Repair - Weekend/Holiday Labor Rate                    | Per Hour                | \$ -  |
| 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    | 0.00% |
| 3.1.13. | Subcontractor Mark-up                                  | % of subcontractor cost | 0.00% |
| 3.2.    | Other Labor Categories (cannot exceed max rate above): | Unit                    | Rate  |
| 3.2.1.  |  | Per Hour                | \$ -  |
| 3.2.2.  |  | Per Hour                | \$ -  |
| 3.2.3.  |  | Per Hour                | \$ -  |
| 3.2.4.  |  | Per Hour                | \$ -  |
| 3.2.5.  |  | Per Hour                | \$ -  |
| 3.2.6.  |  | Per Hour                | \$ -  |
| 3.2.7.  |  | Per Hour                | \$ -  |
| 3.2.8.  |  | Per Hour                | \$ -  |
| 3.2.9.  |  | Per Hour                | \$ -  |
| 3.2.10. |  | Per Hour                | \$ -  |

## 99SWC-S1820 COST SCHEDULE

VENDOR NAME:

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

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**4. FIRE SPRINKLER SYSTEMS (CATEGORY 4)**

| 4.1.    | FIRE SPRINKLER SYSTEMS                                 | Unit                    | Rate  |
|---------|--|-------------------------|-------|
| 4.1.1.  | Maximum Labor Rate (for any title)                     | Per Hour                | \$ -  |
| 4.1.2.  | Install - Standard Labor Rate (8a-5p, M-F)             | Per Hour                | \$ -  |
| 4.1.3.  | Install - After Hours Labor Rate (5p-8a, M-F)          | Per Hour                | \$ -  |
| 4.1.4.  | Install - Weekend/Holiday Labor Rate                   | Per Hour                | \$ -  |
| 4.1.5.  | Repair - Telephone Support                             | Per Hour                | \$ -  |
| 4.1.6.  | Repair - Maximum Labor Rate (for any title)            | Per Hour                | \$ -  |
| 4.1.7.  | Repair - Standard Labor Rate (8a-5p, M-F)              | Per Hour                | \$ -  |
| 4.1.8.  | Repair - After Hours Labor Rate (5p-8a, M-F)           | Per Hour                | \$ -  |
| 4.1.9.  | Repair - Weekend/Holiday Labor Rate                    | Per Hour                | \$ -  |
| 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    | 0.00% |
| 4.1.13. | Subcontractor Mark-up                                  | % of subcontractor cost | 0.00% |
| 4.2.    | Other Labor Categories (cannot exceed max rate above): | Unit                    | Rate  |
| 4.2.1.  |  | Per Hour                | \$ -  |
| 4.2.2.  |  | Per Hour                | \$ -  |
| 4.2.3.  |  | Per Hour                | \$ -  |
| 4.2.4.  |  | Per Hour                | \$ -  |
| 4.2.5.  |  | Per Hour                | \$ -  |
| 4.2.6.  |  | Per Hour                | \$ -  |
| 4.2.7.  |  | Per Hour                | \$ -  |
| 4.2.8.  |  | Per Hour                | \$ -  |
| 4.2.9.  |  | Per Hour                | \$ -  |
| 4.2.10. |  | Per Hour                | \$ -  |

## 99SWC-S1820 COST SCHEDULE

VENDOR NAME:

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

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

| 5.1.    | FIRE DETECTION - FIRE ALARM SYSTEMS                    | Unit                    | Rate  |
|---------|--|-------------------------|-------|
| 5.1.1.  | Maximum Labor Rate (for any title)                     | Per Hour                | \$ -  |
| 5.1.2.  | Install - Standard Labor Rate (8a-5p, M-F)             | Per Hour                | \$ -  |
| 5.1.3.  | Install - After Hours Labor Rate (5p-8a, M-F)          | Per Hour                | \$ -  |
| 5.1.4.  | Install - Weekend/Holiday Labor Rate                   | Per Hour                | \$ -  |
| 5.1.5.  | Repair - Telephone Support                             | Per Hour                | \$ -  |
| 5.1.6.  | Repair - Maximum Labor Rate (for any title)            | Per Hour                | \$ -  |
| 5.1.7.  | Repair - Standard Labor Rate (8a-5p, M-F)              | Per Hour                | \$ -  |
| 5.1.8.  | Repair - After Hours Labor Rate (5p-8a, M-F)           | Per Hour                | \$ -  |
| 5.1.9.  | Repair - Weekend/Holiday Labor Rate                    | Per Hour                | \$ -  |
| 5.1.10. | Monitoring/Maintenance - Option A                      | Per Device/Per Month    | \$ -  |
| 5.1.11. | Monitoring/Maintenance - Option B                      | % of system cost        | 0.00% |
| 5.1.12. | Materials Mark-up                                      | % of contractor cost    | 0.00% |
| 5.1.13. | Subcontractor Mark-up                                  | % of subcontractor cost | 0.00% |
| 5.2.    | Other Labor Categories (cannot exceed max rate above): | Unit                    | Rate  |
| 5.2.1.  |  | Per Hour                | \$ -  |
| 5.2.2.  |  | Per Hour                | \$ -  |
| 5.2.3.  |  | Per Hour                | \$ -  |
| 5.2.4.  |  | Per Hour                | \$ -  |
| 5.2.5.  |  | Per Hour                | \$ -  |
| 5.2.6.  |  | Per Hour                | \$ -  |
| 5.2.7.  |  | Per Hour                | \$ -  |
| 5.2.8.  |  | Per Hour                | \$ -  |
| 5.2.9.  |  | Per Hour                | \$ -  |
| 5.2.10. |  | Per Hour                | \$ -  |

## 99SWC-S1820 COST SCHEDULE

VENDOR NAME:

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

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**6. EMERGENCY LIGHTING (CATEGORY 6)**

| 6.1.    | EMERGENCY LIGHTING                                     | Unit                    | Rate  |
|---------|--|-------------------------|-------|
| 6.1.1.  | Maximum Labor Rate (for any title)                     | Per Hour                | \$ -  |
| 6.1.2.  | Install - Standard Labor Rate (8a-5p, M-F)             | Per Hour                | \$ -  |
| 6.1.3.  | Install - After Hours Labor Rate (5p-8a, M-F)          | Per Hour                | \$ -  |
| 6.1.4.  | Install - Weekend/Holiday Labor Rate                   | Per Hour                | \$ -  |
| 6.1.5.  | Repair - Telephone Support                             | Per Hour                | \$ -  |
| 6.1.6.  | Repair - Maximum Labor Rate (for any title)            | Per Hour                | \$ -  |
| 6.1.7.  | Repair - Standard Labor Rate (8a-5p, M-F)              | Per Hour                | \$ -  |
| 6.1.8.  | Repair - After Hours Labor Rate (5p-8a, M-F)           | Per Hour                | \$ -  |
| 6.1.9.  | Repair - Weekend/Holiday Labor Rate                    | Per Hour                | \$ -  |
| 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    | 0.00% |
| 6.1.13. | Subcontractor Mark-up                                  | % of subcontractor cost | 0.00% |
| 6.2.    | Other Labor Categories (cannot exceed max rate above): | Unit                    | Rate  |
| 6.2.1.  |  | Per Hour                | \$ -  |
| 6.2.2.  |  | Per Hour                | \$ -  |
| 6.2.3.  |  | Per Hour                | \$ -  |
| 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:

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

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**7. SPECIAL HAZARD FIRE SUPPRESSION SYSTEMS (CATEGORY 7)**

| 7.1.    | SPECIAL HAZARD FIRE SUPPRESSION SYSTEMS                | Unit                    | Rate  |
|---------|--|-------------------------|-------|
| 7.1.1.  | Maximum Labor Rate (for any title)                     | Per Hour                | \$ -  |
| 7.1.2.  | Install - Standard Labor Rate (8a-5p, M-F)             | Per Hour                | \$ -  |
| 7.1.3.  | Install - After Hours Labor Rate (5p-8a, M-F)          | Per Hour                | \$ -  |
| 7.1.4.  | Install - Weekend/Holiday Labor Rate                   | Per Hour                | \$ -  |
| 7.1.5.  | Repair - Telephone Support                             | Per Hour                | \$ -  |
| 7.1.6.  | Repair - Maximum Labor Rate (for any title)            | Per Hour                | \$ -  |
| 7.1.7.  | Repair - Standard Labor Rate (8a-5p, M-F)              | Per Hour                | \$ -  |
| 7.1.8.  | Repair - After Hours Labor Rate (5p-8a, M-F)           | Per Hour                | \$ -  |
| 7.1.9.  | Repair - Weekend/Holiday Labor Rate                    | Per Hour                | \$ -  |
| 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    | 0.00% |
| 7.1.13. | Subcontractor Mark-up                                  | % of subcontractor cost | 0.00% |
| 7.2.    | Other Labor Categories (cannot exceed max rate above): | Unit                    | Rate  |
| 7.2.1.  |  | Per Hour                | \$ -  |
| 7.2.2.  |  | Per Hour                | \$ -  |
| 7.2.3.  |  | Per Hour                | \$ -  |
| 7.2.4.  |  | Per Hour                | \$ -  |
| 7.2.5.  |  | Per Hour                | \$ -  |
| 7.2.6.  |  | Per Hour                | \$ -  |
| 7.2.7.  |  | Per Hour                | \$ -  |
| 7.2.8.  |  | Per Hour                | \$ -  |
| 7.2.9.  |  | Per Hour                | \$ -  |
| 7.2.10. |  | Per Hour                | \$ -  |

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

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

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

|         | TABLE FIRE EXTINGUISHER INSPECTION - SERVICE AND TESTING                  | Unit                    | Rate  |
|---------|---|-------------------------|-------|
| 8.1.    | Maximum Labor Rate (for any title)  | Per Hour                | \$ -  |
| 8.1.1.  | Install - Standard Labor Rate (8a-5p, M-F)                                | Per Hour                | \$ -  |
| 8.1.2.  | Install - After Hours Labor Rate (5p-8a, M-F)                             | Per Hour                | \$ -  |
| 8.1.3.  | Install - Weekend/Holiday Labor Rate                                      | Per Hour                | \$ -  |
| 8.1.4.  | Repair - Telephone Support  | Per Hour                | \$ -  |
| 8.1.5.  | Repair - Maximum Labor Rate (for any title)                               | Per Hour                | \$ -  |
| 8.1.6.  | Repair - Standard Labor Rate (8a-5p, M-F)                                 | Per Hour                | \$ -  |
| 8.1.7.  | Repair - After Hours Labor Rate (5p-8a, M-F)                              | Per Hour                | \$ -  |
| 8.1.8.  | Repair - Weekend/Holiday Labor Rate                                       | Per Hour                | \$ -  |
| 8.1.9.  | Monitoring/Maintenance - Option A   | Per Device/Per Month    | \$ -  |
| 8.1.10. | Monitoring/Maintenance - Option B   | % of system cost        | 0.00% |
| 8.1.11. | Materials Mark-up   | % of contractor cost    | 0.00% |
| 8.1.12. | Subcontractor Mark-up   | % of subcontractor cost | 0.00% |
| 8.1.13. | (Vendors can propose per extinguisher pricing separately from labor rate) | Per Device              | \$ -  |
| 8.1.14. | Annual Maintenance per extinguisher (seal, collar tag, hazmat label)      | Per extinguisher        | \$ -  |
| 8.1.15. | 5 lb. ABC Dry Chemical Extinguisher - 6 year maintenance/recharge         | Per extinguisher        | \$ -  |
| 8.1.16. | 10 lb. ABC Dry Chemical Extinguisher - 6 year maintenance/recharge        | Per extinguisher        | \$ -  |
| 8.1.17. | 20 lb. ABC Dry Chemical Extinguisher - 6 year maintenance/recharge        | Per extinguisher        | \$ -  |
| 8.1.18. | 5 lb. CO2 Extinguisher - 5-year hydrostatic test                          | Per extinguisher        | \$ -  |
| 8.1.19. | 2.5 gal. PR/Water Extinguisher - 5-year hydrostatic test                  | Per extinguisher        | \$ -  |
| 8.1.20. | 5 lb. Co2 Extinguisher - recharge   | Per extinguisher        | \$ -  |
| 8.1.21. | 10 lb. Co2 Extinguisher - recharge  | Per extinguisher        | \$ -  |
| 8.1.22. | 20 lb. Co2 Extinguisher - recharge  | Per extinguisher        | \$ -  |
| 8.1.23. | 2.5 gal. PR/Water Extinguisher - recharge                                 | Per extinguisher        | \$ -  |
| 8.1.24. | 45 lb. ABC Dry Chemical Cylinder - 12-year hydrotest (hood system)        | Per extinguisher        | \$ -  |
| 8.1.25. | 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 extinguisher pricing separately from labor rate) | Per Device              | \$ -  |
| 8.2.2.  |   | Per Hour                | \$ -  |
| 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:

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

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**9. NEW PORTABLE FIRE EXTINGUISHERS (CATEGORY 9)**

|         | NEW PORTABLE FIRE EXTINGUISHERS   | Unit                    | Rate  |
|---------|---|-------------------------|-------|
| 9.1.    |   |                         |       |
| 9.1.1.  | Maximum Labor Rate (for any title)  | Per Hour                | \$ -  |
| 9.1.2.  | Standard Labor Rate (8a-5p, M-F)  | Per Hour                | \$ -  |
| 9.1.3.  | After Hours Labor Rate (5p-8a, M-F)                                       | Per Hour                | \$ -  |
| 9.1.4.  | Weekend/Holiday Labor Rate  | Per Hour                | \$ -  |
| 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    | 0.00% |
| 9.1.13. | Subcontractor Mark-up   | % of subcontractor cost | 0.00% |
| 9.1.12. | 5 lb. ABC Dry Chemical Extinguisher - new                                 | Per Extinguisher        | \$ -  |
| 9.1.13. | 10 lb. ABC Dry Chemical Extinguisher - new                                | Per Extinguisher        | \$ -  |
| 9.1.14. | 20 lb. ABC Dry Chemical Extinguisher - new                                | Per Extinguisher        | \$ -  |
| 9.1.15. | 2.5 gal. PR/Water Extinguisher - 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 extinguisher pricing separately from labor rate) | 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:

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

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**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                | \$ -  |
| 10.1.2.  | Install - Standard Labor Rate (8a-5p, M-F)             | Per Hour                | \$ -  |
| 10.1.3.  | Install - After Hours Labor Rate (5p-8a, M-F)          | Per Hour                | \$ -  |
| 10.1.4.  | Install - Weekend/Holiday Labor Rate                   | Per Hour                | \$ -  |
| 10.1.5.  | Repair - Telephone Support                             | Per Hour                | \$ -  |
| 10.1.6.  | Repair - Maximum Labor Rate (for any title)            | Per Hour                | \$ -  |
| 10.1.7.  | Repair - Standard Labor Rate (8a-5p, M-F)              | Per Hour                | \$ -  |
| 10.1.8.  | Repair - After Hours Labor Rate (5p-8a, M-F)           | Per Hour                | \$ -  |
| 10.1.9.  | Repair - Weekend/Holiday Labor Rate                    | Per Hour                | \$ -  |
| 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    | 0.00% |
| 10.1.13. | Subcontractor Mark-up                                  | % of subcontractor cost | 0.00% |
| 10.2.    | Other Labor Categories (cannot exceed max rate above): | Unit                    | Rate  |
| 10.2.1.  |  | Per Hour                | \$ -  |
| 10.2.2.  |  | Per Hour                | \$ -  |
| 10.2.3.  |  | Per Hour                | \$ -  |
| 10.2.4.  |  | Per Hour                | \$ -  |
| 10.2.5.  |  | Per Hour                | \$ -  |
| 10.2.6.  |  | Per Hour                | \$ -  |
| 10.2.7.  |  | Per Hour                | \$ -  |
| 10.2.8.  |  | Per Hour                | \$ -  |
| 10.2.9.  |  | Per Hour                | \$ -  |
| 10.2.10. |  | Per Hour                | \$ -  |



## 99SWC-S1820 COST SCHEDULE

VENDOR NAME:

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

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**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:

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

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**12. ACCESS CONTROL SYSTEMS (CATEGORY 12)**

| 12.1.    | ACCESS CONTROL SYSTEMS                                 | Unit                    | Rate  |
|----------|--|-------------------------|-------|
| 12.1.1.  | Maximum Labor Rate (for any title)                     | Per Hour                | \$ -  |
| 12.1.2.  | Install - Standard Labor Rate (8a-5p, M-F)             | Per Hour                | \$ -  |
| 12.1.3.  | Install - After Hours Labor Rate (5p-8a, M-F)          | Per Hour                | \$ -  |
| 12.1.4.  | Install - Weekend/Holiday Labor Rate                   | Per Hour                | \$ -  |
| 12.1.5.  | Repair - Telephone Support                             | Per Hour                | \$ -  |
| 12.1.6.  | Repair - Maximum Labor Rate (for any title)            | Per Hour                | \$ -  |
| 12.1.7.  | Repair - Standard Labor Rate (8a-5p, M-F)              | Per Hour                | \$ -  |
| 12.1.8.  | Repair - After Hours Labor Rate (5p-8a, M-F)           | Per Hour                | \$ -  |
| 12.1.9.  | Repair - Weekend/Holiday Labor Rate                    | Per Hour                | \$ -  |
| 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    | 0.00% |
| 12.1.13. | Subcontractor Mark-up                                  | % of subcontractor cost | 0.00% |
| 12.2.    | Other Labor Categories (cannot exceed max rate above): | Unit                    | Rate  |
| 12.2.1.  |  | Per Hour                | \$ -  |
| 12.2.2.  |  | Per Hour                | \$ -  |
| 12.2.3.  |  | Per Hour                | \$ -  |
| 12.2.4.  |  | Per Hour                | \$ -  |
| 12.2.5.  |  | Per Hour                | \$ -  |
| 12.2.6.  |  | Per Hour                | \$ -  |
| 12.2.7.  |  | Per Hour                | \$ -  |
| 12.2.8.  |  | Per Hour                | \$ -  |
| 12.2.9.  |  | Per Hour                | \$ -  |
| 12.2.10. |  | Per Hour                | \$ -  |

## 99SWC-S1820 COST SCHEDULE

VENDOR NAME:

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

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**13. BURGLAR ALARM SYSTEMS (CATEGORY 13)**

| 13.1.    | BURGLAR ALARM SYSTEMS                                  | Unit                    | Rate  |
|----------|--|-------------------------|-------|
| 13.1.1.  | Maximum Labor Rate (for any title)                     | Per Hour                | \$ -  |
| 13.1.2.  | Install - Standard Labor Rate (8a-5p, M-F)             | Per Hour                | \$ -  |
| 13.1.3.  | Install - After Hours Labor Rate (5p-8a, M-F)          | Per Hour                | \$ -  |
| 13.1.4.  | Install - Weekend/Holiday Labor Rate                   | Per Hour                | \$ -  |
| 13.1.5.  | Repair - Telephone Support                             | Per Hour                | \$ -  |
| 13.1.6.  | Repair - Maximum Labor Rate (for any title)            | Per Hour                | \$ -  |
| 13.1.7.  | Repair - Standard Labor Rate (8a-5p, M-F)              | Per Hour                | \$ -  |
| 13.1.8.  | Repair - After Hours Labor Rate (5p-8a, M-F)           | Per Hour                | \$ -  |
| 13.1.9.  | Repair - Weekend/Holiday Labor Rate                    | Per Hour                | \$ -  |
| 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    | 0.00% |
| 13.1.13. | Subcontractor Mark-up                                  | % of subcontractor cost | 0.00% |
| 13.2.    | Other Labor Categories (cannot exceed max rate above): | Unit                    | Rate  |
| 13.2.1.  |  | Per Hour                | \$ -  |
| 13.2.2.  |  | Per Hour                | \$ -  |
| 13.2.3.  |  | Per Hour                | \$ -  |
| 13.2.4.  |  | Per Hour                | \$ -  |
| 13.2.5.  |  | Per Hour                | \$ -  |
| 13.2.6.  |  | Per Hour                | \$ -  |
| 13.2.7.  |  | Per Hour                | \$ -  |
| 13.2.8.  |  | Per Hour                | \$ -  |
| 13.2.9.  |  | Per Hour                | \$ -  |
| 13.2.10. |  | Per Hour                | \$ -  |

## 99SWC-S1820 COST SCHEDULE

VENDOR NAME:

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

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**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                | \$ -  |
| 14.1.2.  | Install - Standard Labor Rate (8a-5p, M-F)             | Per Hour                | \$ -  |
| 14.1.3.  | Install - After Hours Labor Rate (5p-8a, M-F)          | Per Hour                | \$ -  |
| 14.1.4.  | Install - Weekend/Holiday Labor Rate                   | Per Hour                | \$ -  |
| 14.1.5.  | Repair - Telephone Support                             | Per Hour                | \$ -  |
| 14.1.6.  | Repair - Maximum Labor Rate (for any title)            | Per Hour                | \$ -  |
| 14.1.7.  | Repair - Standard Labor Rate (8a-5p, M-F)              | Per Hour                | \$ -  |
| 14.1.8.  | Repair - After Hours Labor Rate (5p-8a, M-F)           | Per Hour                | \$ -  |
| 14.1.9.  | Repair - Weekend/Holiday Labor Rate                    | Per Hour                | \$ -  |
| 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    | 0.00% |
| 14.1.13. | Subcontractor Mark-up                                  | % of subcontractor cost | 0.00% |
| 14.2.    | Other Labor Categories (cannot exceed max rate above): | Unit                    | Rate  |
| 14.2.1.  |  | Per Hour                | \$ -  |
| 14.2.2.  |  | Per Hour                | \$ -  |
| 14.2.3.  |  | Per Hour                | \$ -  |
| 14.2.4.  |  | Per Hour                | \$ -  |
| 14.2.5.  |  | Per Hour                | \$ -  |
| 14.2.6.  |  | Per Hour                | \$ -  |
| 14.2.7.  |  | Per Hour                | \$ -  |
| 14.2.8.  |  | Per Hour                | \$ -  |
| 14.2.9.  |  | Per Hour                | \$ -  |
| 14.2.10. |  | Per Hour                | \$ -  |

## 99SWC-S1820 COST SCHEDULE

VENDOR NAME:

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

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**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                | \$ -  |
| 15.1.2.  | Install - Standard Labor Rate (8a-5p, M-F)             | Per Hour                | \$ -  |
| 15.1.3.  | Install - After Hours Labor Rate (5p-8a, M-F)          | Per Hour                | \$ -  |
| 15.1.4.  | Install - Weekend/Holiday Labor Rate                   | Per Hour                | \$ -  |
| 15.1.5.  | Repair - Telephone Support                             | Per Hour                | \$ -  |
| 15.1.6.  | Repair - Maximum Labor Rate (for any title)            | Per Hour                | \$ -  |
| 15.1.7.  | Repair - Standard Labor Rate (8a-5p, M-F)              | Per Hour                | \$ -  |
| 15.1.8.  | Repair - After Hours Labor Rate (5p-8a, M-F)           | Per Hour                | \$ -  |
| 15.1.9.  | Repair - Weekend/Holiday Labor Rate                    | Per Hour                | \$ -  |
| 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    | 0.00% |
| 15.1.13. | Subcontractor Mark-up                                  | % of subcontractor cost | 0.00% |
| 15.2.    | Other Labor Categories (cannot exceed max rate above): | Unit                    | Rate  |
| 15.2.1.  |  | Per Hour                | \$ -  |
| 15.2.2.  |  | Per Hour                | \$ -  |
| 15.2.3.  |  | Per Hour                | \$ -  |
| 15.2.4.  |  | Per Hour                | \$ -  |
| 15.2.5.  |  | Per Hour                | \$ -  |
| 15.2.6.  |  | Per Hour                | \$ -  |
| 15.2.7.  |  | Per Hour                | \$ -  |
| 15.2.8.  |  | Per Hour                | \$ -  |
| 15.2.9.  |  | Per Hour                | \$ -  |
| 15.2.10. |  | Per Hour                | \$ -  |

## 99SWC-S1820 COST SCHEDULE

VENDOR NAME:

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

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**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                | \$ -  |
| 16.1.6.  | Repair - Maximum Labor Rate (for any title)            | Per Hour                | \$ -  |
| 16.1.7.  | Repair - Standard Labor Rate (8a-5p, M-F)              | Per Hour                | \$ -  |
| 16.1.8.  | Repair - After Hours Labor Rate (5p-8a, M-F)           | Per Hour                | \$ -  |
| 16.1.9.  | Repair - Weekend/Holiday Labor Rate                    | Per Hour                | \$ -  |
| 16.1.10. | Monitoring/Maintenance - Option A                      | Per Device/Per Month    | \$ -  |
| 16.1.11. | Monitoring/Maintenance - Option B                      | % of system cost        | 0.00% |
| 16.1.12. | Materials Mark-up                                      | % of contractor cost    | 0.00% |
| 16.1.13. | Subcontractor Mark-up                                  | % of subcontractor cost | 0.00% |
| 16.2.    | Other Labor Categories (cannot exceed max rate above): | Unit                    | Rate  |
| 16.2.1.  |  | Per Hour                | \$ -  |
| 16.2.2.  |  | Per Hour                | \$ -  |
| 16.2.3.  |  | Per Hour                | \$ -  |
| 16.2.4.  |  | Per Hour                | \$ -  |
| 16.2.5.  |  | Per Hour                | \$ -  |
| 16.2.6.  |  | Per Hour                | \$ -  |
| 16.2.7.  |  | Per Hour                | \$ -  |
| 16.2.8.  |  | Per Hour                | \$ -  |
| 16.2.9.  |  | Per Hour                | \$ -  |
| 16.2.10. |  | Per Hour                | \$ -  |

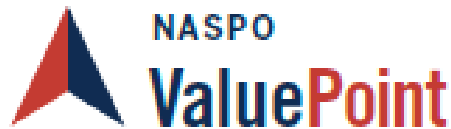


**ATTACHMENT A**  
**NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS**  
**(Revised)**

**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~~first two years of the Master Agreement.
- 6.1.2. Any request for price or rate adjustment following that initial two years shall be limited to one request for increase annually thereafter~~Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least (~~Enter the Number of Days~~) days prior to the effective date.~~
- 6.1.3. Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
- 6.1.4. No retroactive adjustments to prices or rates will be allowed.



## ATTACHMENT A

### NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

#### I. Definitions

- 1.1 Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement



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

- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

## **II. Term of Master Agreement**

- 2.1 Initial Term.** The initial term of this Master Agreement is for five (5) years. The term of this Master Agreement may be amended beyond the initial term for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

### III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA");
  - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
  - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
  - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
  - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

### IV. Participants and Scope

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

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

- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org) to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but

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

- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

## **V. NASPO ValuePoint Provisions**

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

### **5.2 Administrative Fees**

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

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

### **5.3 NASPO ValuePoint Summary and Detailed Usage Reports**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **VI. Pricing, Payment & Leasing**

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

- 6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement.
  - 6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least (Enter the Number of Days) days prior to the effective date.
  - 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
  - 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

## **VII. Ordering**

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



- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
- 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 7.6.1** The services or supplies being delivered;
- 7.6.2** A shipping address and other delivery requirements, if any;
- 7.6.3** A billing address;
- 7.6.4** Purchasing Entity contact information;

- 7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
  - 7.6.6** A not-to-exceed total for the products or services being ordered; and
  - 7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

## **VIII. Shipping and Delivery**

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
  - 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming

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

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

## **IX. Inspection and Acceptance**

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets

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

- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

## **X. Warranty**

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** At minimum, the Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. This warranty shall be in addition to any warranty provided for or required elsewhere in this Master Agreement.
- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be

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

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

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

## **XI. Product Title**

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

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

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

## **XII. Indemnification**

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

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

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

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

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

**12.2.1.2** specified by the Contractor to work with the Product;

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

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

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

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

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

### **XIII. Insurance**

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
- 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal

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

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

#### **XIV. General Provisions**

##### **14.1 Records Administration and Audit**

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

##### **14.2 Confidentiality, Non-Disclosure, and Injunctive Relief**

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



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

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

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

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

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

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

- 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
- 14.2.2.4** Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.
- 14.2.3 Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- 14.2.4 Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- 14.2.5 NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to

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

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

### **14.3 Assignment/Subcontracts**

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

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

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

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

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

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

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

#### **14.8 Defaults and Remedies**

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

- 14.8.1.1** Nonperformance of contractual requirements;
- 14.8.1.2** A material breach of any term or condition of this Master Agreement;
- 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
- 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- 14.8.1.5** Any default specified in another section of this Master Agreement.

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

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

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

- 14.8.3.1** Any remedy provided by law;
- 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
- 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
- 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
- 14.8.3.5** Suspension of Contractor's performance; and
- 14.8.3.6** Withholding of payment until the default is remedied.

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

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

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

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

#### **14.11 No Waiver of Sovereign Immunity**

- 14.11.1** In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- 14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

#### **14.12 Governing Law and Venue**

- 14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
- 14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a

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

- 14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
- 14.14 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

| Attachment G - NASPO ValuePoint Detailed Sales Reporting Template |  |   |
|---|--|---|
| Field Name  |  | Field Description   |
| VENDOR  |  | The awarded Contractor's name   |
| VENDOR CONTRACT NUMBER  |  | Lead State assigned contract number (using Lead State's numbering protocol)   |
| STATE   |  | State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)   |
| CUSTOMER TYPE (SEGMENT)   |  | segments. [determined by industrial practice for each contract - uniform for each contract]   |
| BILL TO NAME  |  | Customer (agency) Bill to name  |
| BILL TO ADDRESS   |  | Customer (agency) Bill to address   |
| BILL TO CITY  |  | Customer (agency) Bill to city  |
| BILL TO ZIPCODE   |  | Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]  |
| SHIP TO NAME  |  | Customer (agency) Ship to name  |
| SHIP TO ADDRESS   |  | Customer (agency) Ship to address   |
| SHIP TO CITY  |  | Customer (agency) Ship to city  |
| SHIP TO ZIPCODE   |  | Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]  |
| ORDER NUMBER  |  | Vendor assigned order number  |
| CUSTOMER PO NUMBER  |  | Customer provided Purchase Order Number   |
| CUSTOMER NUMBER   |  | Vendor assigned account number for the purchasing entity  |
| ORDER TYPE  |  | Sales order, Credit/Return, Upgrade/Downgrade, etc. [determined by industrial practice for each contract - uniform for each contract] |
| PO DATE (ORDER DATE)  |  | (mm/dd/ccyy)  |
| SHIP DATE   |  | (mm/dd/ccyy)  |
| INVOICE DATE  |  | (mm/dd/ccyy)  |
| INVOICE NUMBER  |  | Vendor assigned Invoice Number  |
| PRODUCT NUMBER  |  | Product number of purchased product   |
| PRODUCT DESCRIPTION   |  | Product description of purchased product  |
| UNSPSC  |  | Commodity-level code based on UNSPSC code rules (8 Digits)  |
| CATEGORY  |  | Product Category  |
| LIST PRICE/MSRP/CATALOG PRICE                                     |  | List Price - US Currency (\$99999.999) [determined by industrial practice for each contract - uniform for each contract]              |
| QUANTITY  |  | Quantity Invoiced (99999.999)   |
| TOTAL PRICE   |  | Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$999999999.999)                                       |
| VAR/Reseller/Distributor  |  | If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located   |
| Energy Star Compliant   |  | Yes = 1 No = 2 Energy Star Does not Apply = 0   |
| Optional  |  | More information  |

Please note this template is for sample purposes and subject to change.





## INSURANCE SCHEDULE

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

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

|                                      |             |
|--------------------------------------|-------------|
| A. Combined Single Limit (CSL) ..... | \$1,000,000 |
|--------------------------------------|-------------|
    - 1.2.2. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
  - 1.3. **WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY**
    - 1.3.1. Workers' Compensation ..... Statutory
    - 1.3.2. Employers' Liability

|                                  |           |
|----------------------------------|-----------|
| A. Each Accident .....           | \$100,000 |
| B. Disease – Each Employee ..... | \$100,000 |
| C. Disease – Policy Limit .....  | \$500,000 |
    - 1.3.3. Policy shall contain a waiver of subrogation against the State of Nevada.
    - 1.3.4. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.
  - 1.4. **PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS LIABILITY)**
    - 1.4.1. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

|                           |             |
|---------------------------|-------------|
| A. Each Claim .....       | \$1,000,000 |
| B. Annual Aggregate ..... | \$2,000,000 |
    - 1.4.2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
  - 1.5. **NETWORK SECURITY (CYBER) AND PRIVACY LIABILITY**

|                           |             |
|---------------------------|-------------|
| A. Per Occurrence .....   | \$1,000,000 |
| B. Annual Aggregate ..... | \$2,000,000 |
  - 1.6. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

## **INSURANCE SCHEDULE**

2. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
3. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.
4. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
5. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

## VENDOR INFORMATION RESPONSE

*Vendors shall complete and return this form in their proposal.*

*If the proposal includes subcontractors, form must be completed for each subcontractor as well.*

### 1. VENDOR CONTACT INFORMATION

#### 1.1 COMPANY NAME AND CONTACT INFORMATION:

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

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

#### 1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

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

## VENDOR INFORMATION RESPONSE

### 2. VENDOR INFORMATION

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

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

#### 2.2 VENDOR LICENSING

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

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

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

## 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      |  | No |  |

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

2.3.2 Table can be duplicated for each contract being identified.

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

### 2.4 CURRENT OR FORMER EMPLOYEE

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

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

### 2.5 PRIOR OR ONGOING CONTRACTUAL ISSUES

2.5.1 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity.

2.5.2 Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP shall also be disclosed.

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

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

2.5.4 Table can be duplicated for each issue being identified.

## VENDOR INFORMATION RESPONSE

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

### 3. PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD

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

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

### 4. NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION

| Requested Information | Response |
|-----------------------|----------|
| Name:                 |          |
| Title:                |          |

#### 4.1 SIGNATURE OF INDIVIDUAL AUTHORIZED TO BIND THE VENDOR

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

## VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

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

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

|               |  |
|---------------|--|
| Company Name: |  |
| Print Name:   |  |
| Signature:    |  |
| Date:         |  |



## CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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

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

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

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

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

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

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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

## **Cooperative Participation**

### **State of Illinois Specific Terms and Conditions**

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1. This participating agreement executed by the State of Illinois may be designated as available to all or certain governmental units and/or qualifying not for profit agencies. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. 30ILCS 525/.
2. In no event will the total term of any participating agreement, including the initial term and any extensions or amendments, exceed ten (10) years.
3. This participating agreement and all related public records maintained by, provided to, or required to be provided to the State, are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
4. Any participating agreement executed by the State of Illinois is contingent upon and subject to the availability of funds. The State of Illinois, at its sole option, may terminate or suspend any participating agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the Federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor of Illinois decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.
5. Any claim against any State of Illinois, any State of Illinois agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), or officers of the State of Illinois arising out of any participating agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State of Illinois. Payment terms contained in Vendor's invoices shall have no force or effect. The State of Illinois shall not enter into binding arbitration to resolve any dispute arising out of any participating agreement. The State of Illinois does not waive sovereign immunity.
6. Illinois may further evaluate the lead entity's awarded contracts to make best value determinations.
7. Registration in the Illinois Procurement Gateway is required before a participating agreement with the State of Illinois may be executed. For information on registration, please visit [www.ipg.vendorreg.com](http://www.ipg.vendorreg.com).
8. Registration in BidBuy is required before a contract with the State of Illinois can be executed. For information on registration, please see the BidBuy [Vendor Registration Manual](#).
9. Any vendor with a participating agreement may be required to meet an Illinois Business Enterprise Program goal (30 ILCS 575/).
10. Any vendor with a participating agreement may be required to meet a contracting goal with Illinois small businesses (30 ILCS 500/45-90).

## **State of Montana Specific Terms and Conditions**

**ACCESS AND RETENTION OF RECORDS:** Contractor shall provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. (18-1-118, MCA.)

**ASSIGNMENT, TRANSFER, AND SUBCONTRACTING:** Contractor may not assign, transfer, or subcontract any portion of this contract without the State's prior written consent. (18-4-141, MCA.)

**COMPLIANCE WITH LAWS:** Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

**CHOICE OF LAW AND VENUE:** Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (18-1-401, MCA.)

**HOLD HARMLESS/INDEMNIFICATION:** Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**REDUCTION OF FUNDING:** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

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 contract, 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.