

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
86792 04

PAGE 1 of 2	ORDER DATE 02/21/23
BUSINESS UNIT 9000	BUYER MIKE HENDRICKSON (AS)
VENDOR NUMBER: 547787	
VENDOR ADDRESS: JOHNSON CONTROLS US HOLDING LLC DBA JOHNSON CONTROLS FIRE PROTECTION LP 5757 N GREEN BAY AVE MILWAUKEE WI 53209-4408	

THE CONTRACT PERIOD IS:

AUGUST 01, 2022 THROUGH JULY 30, 2023

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 93435 08

Awarded from NASPO ValuePoint 3407

Contract to supply and deliver any Fire Equipment and Labor to the State of Nebraska agencies and political sub-divisions for the period August 1, 2022 through July 30, 2023.

Payment Terms: Net 45

For the File: This RFP and Contract are bid and awarded by NASPO ValuePoint. All Request For Proposal (RFP), evaluations, etc. are retained by NASPO ValuePoint.

Vendor Contact: Thomas Staves
Phone: 443-676-8813
E-Mail: Thomas.Staves@jci.com

(6/26/19 sc)

AMENDMENT ONE (1) AS ATTACHED. (12/17/19 sc)
AMENDMENT TWO (2) AS ATTACHED. (11/18/20 sc)
AMENDMENT THREE (3) AS ATTACHED. (11/18/20 sc)
ADDENDUM ONE (1) AS ATTACHED. (12/29/20 sc)
AMENDMENT FOUR (4) AS ATTACHED. (3/22/21 sc)
AMENDMENT FIVE (5) AS ATTACHED. (8/2/21 sc)
AMENDMENT SIX (6) AS ATTACHED. (8/2/21 sc)
AMENDMENT SEVEN (7) AS ATTACHED. (6/15/22 sc)

DocuSigned by:
Mike Hendrickson
2/21/2023
F4A3A813C3B145F...
BUYER

DocuSigned by:
Amara Block
3/6/2023
4CFF2711162A4A2...
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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PAGE 2 of 2		ORDER DATE 02/21/23	
BUSINESS UNIT 9000		BUYER MIKE HENDRICKSON (AS)	
VENDOR NUMBER: 547787			

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	FIRE EQUIPMENT AND LABOR	5,000,000.0000	\$	1.0000	5,000,000.00
3	NEW NVR AND UPGRADES DHHS	86,910.6000	\$	1.0000	86,910.60
Total Order					5,086,910.60



DS
 MH

BUYER INITIALS

NASPO ValuePoint
PARTICIPATING ADDENDUM



FIRE PROTECTION SERVICES
 Lead by the State of Nevada

Master Agreement #: 3407
 Contractor: **JOHNSON CONTROLS INC**
 Reseller: **Johnson Controls, Inc.**
 Participating Entity: **STATE OF NEBRASKA # 86792 O4 AMENDMENT SEVEN**
 Effective dates: July 30, 2022 through July 30, 2023

This Amendment (the "Amendment") is made by the State of Nebraska and JOHNSON CONTROLS INC, parties to Contract 86792 O4 and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract upon execution as follows:

Per NASPO Value Point Master Agreement: 3407 Amendment Three, the term of the Master Agreement has been extended to July 30, 2023.

1. Contract 86792 O4 contract term will be extended August 1, 2022 to July 30, 2023.

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

Participating Entity: State of Nebraska	Contractor: JOHNSON CONTROLS, INC.
Signature: <i>Amara Block</i> <small>4CF2711162A4A2...</small>	Signature: <small>DocuSigned by:</small> <i>Duane Jenkins</i> <small>FDA98D2ZZADZ467...</small>
Name: Amara Block	Name: Duane Jenkins
Title: Materiel Administrator	Title: VP Commercial Sales
Date:	Date:



NASPO ValuePoint Master Agreement Amendment # 3

**State of Nevada Department of Administration,
Purchasing Division (Lead State)**

515 E. Musser St, Rm 300
Carson City, NV 89701

Contact: Nancy Feser, Purchasing Officer II
Phone: (775) 684-0175 Fax: (775) 684-0188
Email: nfeser@admin.nv.gov

and

Johnson Controls Fire Protection

50 Technology Drive
Westminster, MA 01441

Contact: Tom Staves, National Sales Manager/State Cooperative Contracts
Phone: (443) 676-8813 Fax: N/A
Email: thomas.staves@jci.com

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original NASPO Value Point Master Agreement resulting from Request for Proposal #3407 and dated August 15, 2017, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:
 - A. **Provide a brief explanation for master agreement amendment.**

The purpose of this amendment is to extend the current NASPO Value Point Master Agreement for an additional year. The new expiration date to be July 30, 2023.
 - B. **Current NASPO Value Point Master Agreement Language:**

Master Agreement Term. This Master Agreement shall be effective as noted below, unless sooner terminated by either party as specified in Section 28, Cancellation. Effective from August 15, 2017 to July 31, 2022.
 - C. **Amended NASPO Value Point Master Agreement Language:**

Master Agreement Term. This Master Agreement shall be effective as noted below, unless sooner terminated by either party as specified in Section 28, Cancellation. Effective from August 15, 2017 to July 30, 2023.
2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Master Agreement) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original Master Agreement shall not become effective until and unless approved by the State of Nevada, lead state.

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

Independent Contractor Approval:

Thomas Staves
Independent Contractor's Signature

01/10/2021
Date

Program Manager
Independent Contractor's Title

State of Nevada (Lead State) Approval:

Kevin D. Doty
Kevin D. Doty

1/26/22
Date

NV State Purchasing Administrator
Title

Approved as to form by:

Juffey Mammone

28 Jan 22
Date

Deputy Attorney General for Attorney General

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
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CONTRACT NUMBER
86792 O4

PAGE 1 of 2	ORDER DATE 11/17/21
BUSINESS UNIT 9000	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 547787	
VENDOR ADDRESS: JOHNSON CONTROLS US HOLDING LLC DBA JOHNSON CONTROLS FIRE PROTECTION LP 5757 N GREEN BAY AVE MILWAUKEE WI 53209-4408	

THE CONTRACT PERIOD IS:

AUGUST 01, 2019 THROUGH JULY 31, 2022

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Original/Bid Document 93435 O8

Awarded from NASPO ValuePoint 3407

Contract to supply and deliver any Fire Equipment, Security Equipment, and Labor to the State of Nebraska agencies and political sub-divisions for the period August 1, 2019 through July 31, 2022.

Payment Terms: Net 45

For the File: This RFP and Contract are bid and awarded by NASPO ValuePoint. All Request For Proposal (RFP), evaluations, etc. are retained by NASPO ValuePoint.

Vendor Contact: Thomas Staves
Phone: 443-676-8813
E-Mail: Thomas.Staves@jci.com

If you have questions, or require assistance please contact State Building Division, Mac Hunt at 402-430-7451.

(6/26/19 sc)

AMENDMENT ONE (1) AS ATTACHED. (12/17/19 sc)

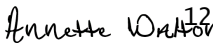
AMENDMENT TWO (2) AS ATTACHED. (11/18/20 sc)

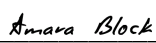
AMENDMENT THREE (3) AS ATTACHED. (11/18/20 sc)

ADDENDUM ONE (1) AS ATTACHED. (12/29/20 sc)

AMENDMENT FOUR (4) AS ATTACHED. (3/22/21 sc)

AMENDMENT FIVE (5) AS ATTACHED. (8/2/21 sc)

DocuSigned by:

 2358B0EE0E87446... BUYER 12/2/2021 DS PK

DocuSigned by:

 MATERIAL ADMINISTRATOR 12/7/2021

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
CONTRACT NUMBER
86792 04

PAGE 2 of 2	ORDER DATE 11/17/21
BUSINESS UNIT 9000	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 547787	

AMENDMENT SIX (6) AS ATTACHED. (8/2/21 sc)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	FIRE EQUIPMENT AND LABOR	5,000,000.0000	\$	1.0000	5,000,000.00
3	NEW NVR AND UPGRADES DHHS	86,910.6000	\$	1.0000	86,910.60
Total Order					5,086,910.60



DS

 BUYER INITIALS

NASPO ValuePoint
PARTICIPATING ADDENDUM



FIRE PROTECTION SERVICES
Lead by the State of Nevada

Master Agreement #: 3407

Contractor: **TYCO FIRE & SECURITY MANAGEMENT INC. / JOHNSON
CONTROLS FIRE PROTECTION LP**

Reseller: **TYCO FIRE & SECURITY MANAGEMENT INC. / JOHNSON
CONTROLS FIRE PROTECTION LP**

Participating Entity: **STATE OF NEBRASKA # 86792 O4 AMENDMENT
SIX**

Effective dates: August 1, 2019 through July 31, 2022

This Amendment (the "Amendment") is made by the State of Nebraska and JOHNSON CONTROLS FIRE PROTECTION LP, parties to Contract 86792 O4 ("Contract"). Addendum One to the Contract was executed on January 13, 2021 ("Addendum One"), with an attached Scope of Work ("SOW"). The SOW was amended by Amendment 5 to the Contract. The purpose of this Amendment is to specify what line items in the SOW were added and removed by Amendment 5 and to add a change order document to the SOW.

Upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract upon execution as follows:

The Scope of Work attached to Addendum One and amended by Amendment 5 shall be amended, per attached (SOW Amendment 2 and Attachment 2 Change Order 1).

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



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

Participating Entity: State of Nebraska	Contractor: TYCO FIRE & SECURITY MANAGEMENT INC. / JOHNSON CONTROLS FIRE PROTECTION LP
Signature: <div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 0 auto;"> DocuSigned by: <i>Amara Block</i> 4CFF2711162A4A2... </div>	Signature: <div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 0 auto;"> DocuSigned by: <i>Jonathan Marks</i> 095E2842CCB9438... </div>
Name: Amara Block	Name: Jonathan Marks
Title: Interim Materiel Administrator	Title: VP, Area General Manager
Date: 12/7/2021	Date: 12/1/2021

DS
TS

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

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

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
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Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
86792 O4

PAGE 1 of 2	ORDER DATE 11/17/21
BUSINESS UNIT 9000	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 547787	
VENDOR ADDRESS: JOHNSON CONTROLS US HOLDING LLC DBA JOHNSON CONTROLS FIRE PROTECTION LP 5757 N GREEN BAY AVE MILWAUKEE WI 53209-4408	

THE CONTRACT PERIOD IS:

AUGUST 01, 2019 THROUGH JULY 31, 2022

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Original/Bid Document 93435 O8

Awarded from NASPO ValuePoint 3407

Contract to supply and deliver any Fire Equipment, Security Equipment, and Labor to the State of Nebraska agencies and political sub-divisions for the period August 1, 2019 through July 31, 2022.

Payment Terms: Net 45

For the File: This RFP and Contract are bid and awarded by NASPO ValuePoint. All Request For Proposal (RFP), evaluations, etc. are retained by NASPO ValuePoint.

Vendor Contact: Thomas Staves
Phone: 443-676-8813
E-Mail: Thomas.Staves@jci.com

If you have questions, or require assistance please contact State Building Division, Mac Hunt at 402-430-7451.

(6/26/19 sc)

AMENDMENT ONE (1) AS ATTACHED. (12/17/19 sc)

AMENDMENT TWO (2) AS ATTACHED. (11/18/20 sc)

AMENDMENT THREE (3) AS ATTACHED. (11/18/20 sc)

ADDENDUM ONE (1) AS ATTACHED. (12/29/20 sc)

AMENDMENT FOUR (4) AS ATTACHED. (3/22/21 sc)

AMENDMENT FIVE (5) AS ATTACHED. (8/2/21 sc)

DocuSigned by:
Annette Walton 12/2/2021
2358B0EE0E87446... BUYER

DS
PK

DocuSigned by:
Amara Block 12/7/2021
MATERIAL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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CONTRACT NUMBER
86792 04

PAGE 2 of 2	ORDER DATE 11/17/21
BUSINESS UNIT 9000	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 547787	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	FIRE EQUIPMENT AND LABOR	5,000,000.0000	\$	1.0000	5,000,000.00
3	NEW NVR AND UPGRADES DHHS	86,910.6000	\$	1.0000	86,910.60
Total Order					5,086,910.60



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AW
 BUYER INITIALS

NASPO ValuePoint
PARTICIPATING ADDENDUM



FIRE PROTECTION SERVICES
 Lead by the State of Nevada

Master Agreement #: 3407

Contractor: **TYCO FIRE & SECURITY MANAGEMENT INC. / JOHNSON CONTROLS FIRE PROTECTION LP**

Reseller: **TYCO FIRE & SECURITY MANAGEMENT INC. / JOHNSON CONTROLS FIRE PROTECTION LP.**

Participating Entity: **STATE OF NEBRASKA # 86792 O4 AMENDMENT FIVE**

Effective dates: August 1, 2019 through July 31, 2022

This Amendment (the "Amendment") is made by the State of Nebraska and **TYCO FIRE & SECURITY MANAGEMENT INC. / JOHNSON CONTROLS FIRE PROTECTION LPLP**, parties to Contract 86792 O4 ("Contract"). Addendum One to the Contract was executed on January 13, 2021 ("Addendum One"), with an attached Scope of Work ("SOW"). The purpose of this Amendment is to amend the SOW that was attached to Addendum One. Upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract upon execution as follows:

Line 3 will be deleted and replaced with the following:

Line No.	Description	Quantity	Unit of Measure	Extended Price
3	NEW NVR AND UPGRADES DHHS	86,910.6000	\$	86,910.60

The SOW attached to Addendum One shall be amended by the attached Amendment One to the Scope of Work.

NASPO ValuePoint
PARTICIPATING ADDENDUM



FIRE PROTECTION SERVICES
 Lead by the State of Nevada

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

Participating Entity: State of Nebraska	Contractor: TYCO FIRE & SECURITY MANAGEMENT INC. / JOHNSON CONTROLS FIRE PROTECTION LP
Signature: <div style="border: 1px solid black; border-radius: 10px; padding: 5px; width: fit-content;"> DocuSigned by: <i>Amara Block</i> 4CFF2711162A4A2... </div>	Signature: <div style="border: 1px solid black; border-radius: 10px; padding: 5px; width: fit-content;"> DocuSigned by: <i>Jonathan Marks</i> 095F2842CCB9438... </div>
Name: Amara Block	Name: Jonathan Marks
Title: Interim Materiel Administrator	Title: VP, Area General Manager
Date: 12/7/2021	Date: 12/1/2021

DS
TS

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

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

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STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
86792 04

PAGE 1 of 2	ORDER DATE 03/22/21
BUSINESS UNIT 9000	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 547787	
VENDOR ADDRESS: TYCO FIRE & SECURITY MANAGEMENT INC JOHNSON CONTROLS FIRE PROTECTION LP 4829 S 115TH ST OMAHA NE 68137-2366	

THE CONTRACT PERIOD IS:

AUGUST 01, 2019 THROUGH JULY 31, 2022

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

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Original/Bid Document 93435 08

Awarded from NASPO ValuePoint 3407

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Payment Terms: Net 45

For the File: This RFP and Contract are bid and awarded by NASPO ValuePoint. All Request For Proposal (RFP), evaluations, etc. are retained by NASPO ValuePoint.

Vendor Contact: Thomas Staves
Phone: 443-676-8813
E-Mail: Thomas.Staves@jci.com

If you have questions, or require assistance please contact State Building Division, Mac Hunt at 402-430-7451.

(6/26/19 sc)

AMENDMENT ONE (1) AS ATTACHED. (12/17/19 sc)

AMENDMENT TWO (2) AS ATTACHED. (11/18/20 sc)

AMENDMENT THREE (3) AS ATTACHED. (11/18/20 sc)

ADDENDUM ONE (1) AS ATTACHED. (12/29/20 sc)

AMENDMENT FOUR (4) AS ATTACHED. (3/22/21 sc)

DocuSigned by:

Annette Walton 3/25/2021

PK

2358B0EE0E87446...

DocuSigned by:

BUYER

[Signature]

3/29/2021

6F1A2908C102480

MATERIAL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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PAGE 2 of 2	ORDER DATE 03/22/21
BUSINESS UNIT 9000	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 547787	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	FIRE EQUIPMENT AND LABOR	5,000,000.0000	\$	1.0000	5,000,000.00
3	NEW NVR AND UPGRADES DHHS	49,626.4000	\$	1.0000	49,626.40
Total Order					5,049,626.40



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AW

BUYER INITIALS

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



Master Agreement #: 3407

Contractor: **JOHNSON CONTROLS FIRE PROTECTION**

Reseller: **Johnson Controls, Inc.**

Participating Entity: **STATE OF NEBRASKA # 86792 O4 AMENDMENT
FOUR**

Effective dates: August 1, 2019 through July 31, 2022

This Amendment (the "Amendment") is made by the State of Nebraska and JOHNSON CONTROLS FIRE PROTECTION LP, parties to Contract 86792 O4 and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract upon execution as follows:

1. Line 2 for security equipment and labor will be deleted.

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

- Category 4: Portable Fire Extinguishers
- Category 5: Fire Extinguishing Systems
- Category 6: Fire Sprinkler Systems
- Category 7: Fire Alarm/Protective Signaling Systems
- Category 9: Inspections & Monitoring
 - Fire Extinguishing Systems
 - Fire Sprinkler Systems
 - Alarm Monitoring
 - Fire Alarm Signaling Systems

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



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

Participating Entity: State of Nebraska	Contractor: JOHNSON CONTROLS, INC.
Signature:  DocuSigned by: 6F1A26D8C1D24BC...	Signature:  DocuSigned by: F9DAEAD9098342E...
Name: Doug Carlson	Name: Andrew Pergande
Title: Deputy Director / Materiel Administrator	Title: Director Sales Operations
Date: 3/29/2021	Date: 3/25/2021

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

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

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BUSINESS UNIT 9000	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 547787	
VENDOR ADDRESS: TYCO FIRE & SECURITY MANAGEMENT INC JOHNSON CONTROLS FIRE PROTECTION LP 4829 S 115TH ST OMAHA NE 68137-2366	

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AMENDMENT THREE (3) AS ATTACHED. (11/18/20 sc)

ADDENDUM ONE (1) AS ATTACHED. (12/29/20 sc)

<i>Annette Walton</i>	1/13/2021	PK
2358B0EE0E87446... DocuSigned by:	BUYER	
<i>[Signature]</i>	1/13/2021	
6F1A26...	MATERIAL ADMINISTRATOR	

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PAGE 2 of 2	ORDER DATE 12/29/20
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VENDOR NUMBER: 547787	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
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2	SECURITY EQUIPMENT AND LABOR	5,000,000.0000	\$	1.0000	5,000,000.00
3	NEW NVR AND UPGRADES DHHS	49,626.4000	\$	1.0000	49,626.40
Total Order					10,049,626.40



DS
AW

BUYER INITIALS

ADDENDUM ONE to Contract Award
Terms and Conditions
Contract 86792 O4 Fire Equipment, Security Equipment and Labor
Between

The State of Nebraska and Tyco Fire & Security Management Inc. Johnson Controls Fire Protection LP

This Addendum (the "Addendum") is made by the State of Nebraska and Tyco Fire & Security Management Inc. Johnson Controls Fire Protection LP (the "Contractor") parties to Contract 86792 O4 (the "Contract") and upon mutual agreement and other valuable consideration, the parties agree to the addition upon execution as followsNew:

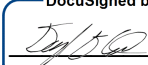
LINE NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE
3	NEW NVR AND UPGRADES DHHS	\$49,626.4000	\$	1

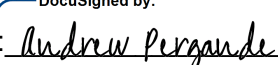
This Addendum and any attachments hereto will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Contract or any earlier addendum, the terms of this Addendum will prevail.

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

State of Nebraska

Contractor: Tyco Fire & Security Management Inc.
Johnson Controls Fire Protection LP

DocuSigned by:
By: 
6F1A26D8C1D24BC...

DocuSigned by:
By: 
F9DAEAD9098342E...

Name: Doug Carlson

Name: Andrew Pergande

Title: Materiel Administrator

Title: Director Sales operations

Date: 1/13/2021

Date: 1/12/2021

SCOPE OF WORK
BETWEEN
THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
Johnson Controls Inc.

This Scope of Work ("SOW") is entered into by and between the Nebraska Department of Health and Human Services, Division of Behavioral Health, Lincoln Regional Center (hereinafter "DHHS"), and Johnson Controls Inc. (hereinafter "Contractor").

This SOW is subject to the provisions contained in the DHHS services contract referenced below:

Contract Reference Number:	86792-O4
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DHHS SOW MANAGER:

Tamara Gavin
DHHS
P.O. Box 95026
Lincoln, NE 68509
402-471-7732
tamara.gavin@nebraska.gov

PURPOSE: The purpose of this Scope of Work ("SOW") is to provide and install a new Network Video Recorder (NVR) and upgrade existing devices to current release versions at the Lincoln Regional Center (LRC).

FUNDING: This SOW involves state funds.

1. DURATION

1.1. TERM. This SOW begins on the later of December 17, 2020 or the date the SOW is executed. This SOW ends on the earlier of April 30, 2021, or the date that 86792-O4 ends.

2. PAYMENT TERMS AND STRUCTURE

2.1. TOTAL PAYMENT. DHHS shall pay the Contractor a total amount not to exceed \$49,626.40 (forty-nine thousand six hundred twenty-six dollars and forty cents) for the services specified herein.

2.2. PAYMENT STRUCTURE. Payment shall be structured as follows.

2.2.1. Contractor shall submit one (1) invoice for payment upon completion of the services outlined in section 3.1 and deliverables in section 4.1 no later than thirty (30) days after the end of the term identified in section 1.1 to the DHHS SOW Manager. Invoice shall include:

2.2.1.1. Contractor's name;

2.2.1.2. Contract number;

2.2.1.3. Dates services were provided;

2.2.1.4. Itemized statement of services provided, including labor hours by unit and rate, and material cost; and

2.2.1.5. Total amount due.

2.2.1.6. Contractor shall provide receipts for materials provided in Section 2.2.3 of this SOW.

2.2.2. At no time will payment be made prior to services being rendered.

2.2.3. Payment shall be based on the following budget:

QTY	Description	Price	Extended Price
1	HD-NVR4-STD-16TB-NA	\$9,897.00	\$9,897.00
2	WINDOWS SERVER 2019 STD 16-CORE OLP-G	\$1,192.00	\$2,384.00
3	ACC 7 Enterprise Edition (included with Camera Upgrade Licenses)	-	-
280	ACC 5/ACC 6 to ACC 7 Enterprise Edition Version Upgrade license	\$23.00	\$6,440.00
152	Camera Firmware Updates (No Charge for firmware where available)	-	-
2	DIMM, 8GB,2400,1RX8,8G	\$211.00	\$422.00
40	Labor hours – Project Management / Admin	\$119.53	\$4,781.00
218	Labor hours – Install	\$117.90	\$25,702.20
Total			\$49,626.40

3. TASKS

3.1. THE CONTRACTOR shall do the following:

3.1.1. Provide and install:

- 3.1.1.1. One (1) new NVR to replace NVR 1 – HD NVR4 STD 16TB 2U Rack Mnt, Windows 10 IoT LTSB, additional NVR's may be installed at the discretion of DHHS;
- 3.1.1.2. Two (2) WINDOWS SERVER 2019 STD 16-CORE OLP-G (5) WINDOWS SERVER 2019 DEVICE CAL OLP-G, additional servers may be installed at the discretion of DHHS;
- 3.1.1.3. Three (3) ACC 7 Enterprise Edition application software, additional application software may be authorized at the discretion of DHHS;
- 3.1.1.4. 280 (two hundred eighty) ACC 5/ACC 6 to ACC 7 Enterprise Edition Version Upgrade camera licenses, additional licenses may be authorized at the discretion of DHHS;
- 3.1.1.5. 152 (one hundred fifty-two) Camera firmware updates, additional firmware updates may be authorized at the discretion of DHHS; and
- 3.1.1.6. Two (2) DIMM, 8GB, 2400, 1RX8, 8G, DDR4, R (RAM for NVR 3), additional RAM may be installed at the discretion of DHHS.

3.1.2. Agrees that labor includes installation, technical assistance, panel terminations, programming, start-up and check-out of the system, and commissioning of the new device(s).

4. CONTRACT MANAGEMENT

4.1. DELIVERABLE DEADLINES. The Contractor shall meet the deadlines specified in Attachment 1.

4.2. DELIVERABLES APPROVAL PROCESS.

- 4.2.1. DHHS must review all deliverables submitted by Contractor. DHHS must approve a deliverable submitted by Contractor if it is of sufficient quality and meets the requirements in section 3.1. Approval of a deliverable must be communicated by DHHS to Contractor in writing within a reasonable time period. DHHS will not disburse payment for a deliverable until the deliverable is approved.
- 4.2.2. DHHS must reject the deliverable submitted by Contractor if it is not of sufficient quality or does not meet the requirements in section 3.1. Rejection of a deliverable must be communicated by DHHS to Contractor in writing within a reasonable time period, and DHHS's written communication must include its reasons for rejection.
- 4.2.3. Within a reasonable time period established by DHHS, Contractor may correct the defects identified by DHHS and re-submit the rejected deliverable. Any corrections or improvements requested by DHHS are not changes in scope of this SOW. If a rejected deliverable requires more than two corrections, DHHS may permanently reject the deliverable and deny payment for the deliverable. Nothing in this section limits any other remedies available to DHHS under this SOW or at law.

5. DHHS RESPONSIBILITIES

5.1. DHHS shall do the following:

- 5.1.1. Provide access to LRC during regular business hours Monday through Friday, excluding holidays.
- 5.1.2. May waive deadlines or allow extension for the provision of deliverables specified in Attachment 1.

6. ATTACHMENTS

- 1. SON LRC IP CCTV Upgrades quote

7. NOTICES

Notices shall be in writing and shall be effective upon mailing. All deliverables and required reports under this SOW shall be sent to the DHHS SOW Manager. Written notices, such as notices of termination or notice of breach, shall be sent to the DHHS SOW Manager identified above, and to the following addresses:

FOR DHHS:

Contracts Administrator
Nebraska Department of Health and
Human Services
301 Centennial Mall South
Lincoln, NE 68509-5026

FOR CONTRACTOR:

Scott Lane
Johnson Controls Inc.
4829 S. 115th Street
Omaha, NE 68137
712-242-8080
scott.c.lane@jci.com

DHHS may change the DHHS SOW Manager to be notified under this section via letter to the Contractor sent by U.S. Mail, postage prepaid, or via email.

IN WITNESS THEREOF, the parties have duly executed this SOW hereto, and that the individual signing below has authority to legally bind the party to this SOW.

FOR DHHS:

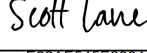


Larry Kalil

DHHS Chief operating officer
Nebraska Department of Health and Human Services
Division of Behavioral Health

DATE: 12/28/2020 | 09:29:42 CST

FOR CONTRACTOR:



Scott Lane

Sales Executive
Johnson Controls Inc.

DATE: 12/22/2020 | 11:32:39 MST

Johnson Controls, Inc.
Building Efficiency
 4829 S. 115th Street, Omaha, NE 68137
 Tel. 402-331-6161 Fax: 402-331-1022



Date: November 30th, 2020
Limiting Date: 30 days

To: **Lincoln Regional Center**
801 W. Prospect Place
Lincoln, NE 68522
Attn: Tamara Gavin

Project: **SON LRC IP CCTV Upgrades**

From: Johnson Controls Inc.
 Scott Lane
 4829 S. 115th Street
 Omaha, NE 68137

Scope of Work: Provide and Install one new NVR and upgrades to bring devices to current release versions.
Performance & Payment Bond: (Not Included in Bid)

Base Price \$ 49,626.40 _____

Forty-Nine Thousand Six Hundred Twenty Six and 40/100..... DOLLARS

This proposal is in accordance with the State of Nebraska 86792 04.

Thank you for the opportunity to provide this work and I appreciate your trust in Johnson Controls, Inc.

This proposal is hereby accepted and Johnson Controls, Inc. is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin		This Proposal is valid For 30 days	
Lincoln Regional Center		Johnson Controls, Inc.	
Accepted by/for customer signature: <i>Larry Kalil</i>	Date: 12/28/2020	Accepted by/for customer signature: 09:29:42 CST	Date: 11-30-2020
Name: Larry Kalil		Name: Scott Lane	
Title: DHHS chief operating officer		Title: Account Executive	

Scope of Work:

After review of the system, some critical update should be implemented. One Network Video Recorder (NVR) has reached processor limitations and it is the oldest with over six years of continuous operation. Two NVRs have operating systems that are no longer supported by Microsoft. All NVRs have application software that are multiple versions behind. Scores of cameras do not have current firmware.

NVR1 (server ID: 43682228): 67 Camera Connections (44 Cameras need firmware upgrades)

NVR 1 Operating system: MS Windows Embedded STD (Windows 7) Serial Number: 55041-001-5421522-75728

Upgrades Needed:

- Replace NVR due to processor limitations. This is the oldest machine at this location. Over six years of continuous operation
- Upgrade Operating system (current release version will come with new NVR)
- Upgrade Application Software and Camera licenses
- Upgrade Firmware in the cameras
- [16 hours of tech labor allotted \(Project Labor / Table A Using the Install Rate\)](#)

NVR 2 (Server ID: 73778555): 122 Camera Connections (50 Cameras need firmware upgrades)

NVR 2 Operating system: MS Windows Server 2008 R2 Standard Serial Number: 00477-OEM-8427275-72787

Upgraded Needed:

- Upgrade Operating system
- Upgrade Application Software and Camera licenses
- Upgrade Firmware in the cameras
- [16 hours of tech labor allotted \(Project Labor / Table A Using the Install Rate\)](#)

NVR 3 (Server ID: 53841582): 55 Camera Connections (54 Cameras need firmware upgrades)

NVR 3 Operating system: MS Windows Server 2008 R2 Standard Serial Number: 00477-OEM-8400101-10502

Upgraded Needed:

- Upgrade Operating system
- RAM expansion (16 GB DDR4 is recommended)
- Upgrade Application Software and Camera licenses
- Upgrade Firmware in the cameras
- [16 hours of tech labor allotted \(Project Labor / Table A Using the Install Rate\)](#)

NVR 4 (Server ID: 17488054): 36 Camera Connections (4 Cameras need firmware upgrades)

NVR 4 Operating system: MS Windows Server 2012 R2 Standard Serial Number: 00252-40262-47971-AAOEM

Upgraded Needed:

- Upgrade Application Software and Camera licenses
- Upgrade Firmware in the cameras

Note: Microsoft Windows Server 2012 R2 Standard is currently supported. Expected end of support is October of 2023

- [16 hours of tech labor allotted \(Project Labor / Table A Using the Install Rate\)](#)

Johnson Controls Johnson Controls Inc. will provide and install:

- One new NVR to replace NVR 1 – HD NVR4 STD 16TB 2U Rack Mnt, Windows 10 IoT LTSC
- Two WINDOWS SERVER 2019 STD 16-CORE OLP-G (5) WINDOWS SERVER 2019 DEVICE CAL OLP-G
- Three ACC 7 Enterprise Edition application software
- 280 ACC 5/ACC 6 to ACC 7 Enterprise Edition Version Upgrade camera licenses
- 152 Camera firmware updates / [154 tech hours allotted](#)
- Two DIMM,8GB,2400,1RX8,8G,DDR4,R (RAM for NVR 3)
- [24 Project Management hours allotted / 16 Administrative hours allotted \(Project Labor / Table A Using the Project / Construction Management Rate\)](#)

Johnson Controls, Inc.
 Building Efficiency
 4829 S. 115th Street, Omaha, NE 68137
 Tel. 402-331-6161 Fax: 402-331-1022



Please note: The old Samsung IP Cameras with resolution of D1 may require connecting directly at the camera location. This will require escorts. To help minimize cost, escorts shall be provided if necessary and on a timely manner, less than 30 minutes upon Johnson Controls request.

Tasks to be completed in order of importance: (Completion dates given below are based on signed proposal being returned to JCI by 12/18/2020. For each week delayed in returning the signed PO delays the completion date by a week or more.

1. Installing new NVR to replace NVR 1 (Completion date 1/22/21)
2. Installing memory upgrade for NVR3 (Completion date 1/29/21)
3. Upgrading Windows operation system on NVR 2 and NVR 3 (Completion date 1/29/21)
4. Upgrading Application software on NVR 2, 3, and 4 Completion date 2/5/21)
5. Upgrading all camera licenses (Completion date 2/5/21)
6. Upgrading camera firmware (Completion date 3/12/21 - depends on access to Bldgs do to Covid restrictions)

This project will consist of couple phases. Next phase would be all the head end work which are items 2-6 above and will take place mainly in the server room. We will need to re-arrange the NVRs for the new NVR. We will need to remove NVR 3 from the rack to install upgrade memory then reinstall. Next would be all the software upgrades. This is approximately 2 technicians one week. The third phase will be cameras firmware upgrades that can be scheduled when escorts are available. This phase is not as critical as Phase 1 and 2 but needs to be accomplished but more as LRC schedule permits in a timely manner. Johnson Control will not be using subcontractors for any portion of this scope of work.

Itemized Pricing

QTY	Description	Price	Extended
			Price
1	HD-NVR4-STD-16TB-NA	\$ 9,897.00	\$ 9,897.00
2	WINDOWS SERVER 2019 STD 16-CORE OLP-G	\$ 1,192.00	\$ 2,384.00
3	ACC 7 Enterprise Edition (included with Camera Upgrade Licenses)	\$ -	\$ -
280	ACC 5/ACC 6 to ACC 7 Enterprise Edition Version Upgrade license	\$ 23.00	\$ 6,440.00
152	Camera Firmware Updates (No Charge for firmware where available)	\$ -	\$ -
2	DIMM,8GB,2400,1RX8,8G	\$ 211.00	\$ 422.00
40	Labor – Project Management/Admin (Project Labor)	\$ 119.53	\$ 4,781.20
218	Labor – Install (Project Labor)	\$ 117.90	\$ 25,702.20
	Total		\$ 49,626.40

Johnson Controls labor includes installation, technical assistance, panel terminations, programming, start-up and check-out of the system and commissioning of the new device(s).

Conditions:

All pricing includes material, installation, and technical labor for the equipment listed within this document. Any additional equipment that may be needed will be billed accordingly and installed at appropriate published labor rates. All labor is for normal working hours, Monday through Friday, excluding holidays. Installation of enclosures, field devices, cables, wiring, conduit, hangers, connectors, back boxes, wire-mold, lifts, 120 VAC circuits (dedicated branch circuit required for fire alarm installations) and/or any other miscellaneous installation expenses are excluded. Existing equipment is not warranted by Johnson Controls Industry, Inc. Re-use of any existing equipment or wiring is to be in current working order, meets manufacturer's minimum specifications and is suitable for re-use. If during the course of installation, we find any existing equipment inoperative or defective or wiring not suitable for intended use, we will notify the customer and will negotiate repair or replacement before installation continues.

Pricing in this proposal is net pricing and does not include tax. If this is a tax exempt project, please provide a tax exempt certificate at time of order placement. If not, final invoice will reflect the quoted price plus any applicable state and/or local tax as required by law.

This proposal excludes the following.

1. Lightning Protection
2. Taxes, plans, drawings, permits
3. AutoCAD file fees
4. Construction permits and other permits (e.g. general construction, mechanical, electrical, plumbing, security, etc.)
5. Remote supervising station or central station monitoring fees
6. UL placard
7. Removing, replacing, patching, or painting of ceilings or walls, Cosmetic Work
8. Overtime (including inspections)
9. Fire Watch
10. After hours work
11. Dedicated phone lines (if required for monitoring, these must be provided by others)
12. 120VAC power
13. Asbestos abatement, and work within asbestos areas
14. Additional testing due to others
15. Costs associated with multiple trips to the jobsite due to incompleteness by others
16. Damage by other contractors
17. Any consequential damages, loss of use, loss of revenue, and any third party consequential damages

Johnson Controls, Inc.
Building Efficiency
4829 S. 115th Street, Omaha, NE 68137
Tel. 402-331-6161 Fax: 402-331-1022



18. Performance or Payment bonds
19. Per project aggregate general liability insurance
20. Professional liability insurance
21. Errors and omissions insurance
22. Bonding or special insurance
23. Owner provided insurance
24. Certified payroll

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
86792 04

PAGE 1 of 2	ORDER DATE 11/18/20
BUSINESS UNIT 9000	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 547787	
VENDOR ADDRESS: TYCO FIRE & SECURITY MANAGEMENT INC JOHNSON CONTROLS FIRE PROTECTION LP 4829 S 115TH ST OMAHA NE 68137-2366	

THE CONTRACT PERIOD IS:

AUGUST 01, 2019 THROUGH JULY 31, 2022

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 93435 08

Awarded from NASPO ValuePoint 3407

Contract to supply and deliver any Fire Equipment, Security Equipment, and Labor to the State of Nebraska agencies and political sub-divisions for the period August 1, 2019 through July 31, 2022.

Payment Terms: Net 45

For the File: This RFP and Contract are bid and awarded by NASPO ValuePoint. All Request For Proposal (RFP), evaluations, etc. are retained by NASPO ValuePoint.

Vendor Contact: Thomas Staves
Phone: 443-676-8813
E-Mail: Thomas.Staves@jci.com

If you have questions, or require assistance please contact State Building Division, Mac Hunt at 402-430-7451.

(6/26/19 sc)

AMENDMENT ONE (1) AS ATTACHED. (12/17/19 sc)

AMENDMENT TWO (2) AS ATTACHED. (11/18/20 sc)

AMENDMENT THREE (3) AS ATTACHED. (11/18/20 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	FIRE EQUIPMENT AND LABOR	5,000,000.0000	\$	1.0000	5,000,000.00

Annette Walton 11/25/2020

2358B0EE0E87446... BUYER

PK

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500
 Fax: (402) 471-2089

CONTRACT NUMBER
86792 04

PAGE 2 of 2		ORDER DATE 11/18/20	
BUSINESS UNIT 9000		BUYER ANNETTE WALTON (AS)	
VENDOR NUMBER: 547787			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
2	SECURITY EQUIPMENT AND LABOR	5,000,000.0000	\$	1.0000	5,000,000.00
Total Order					10,000,000.00



DS
AW
 BUYER INITIALS

**AMENDMENT THREE
FIRE EQUIPMENT, SECURITY EQUIPMENT AND LABOR
for the State of Nebraska
Between**

The State of Nebraska and JOHNSON CONTROLS FIRE PROTECTION LP

This Amendment (the "Amendment") is made by the State of Nebraska and JOHNSON CONTROLS FIRE PROTECTION LP, parties to Contract 86792 O4 and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract upon execution as follows:

1. Section III. Payment C. Labor Rates and III. Payment E. Mileage Charges are deleted and superseded with the following:

C. LABOR RATES

Labor rates: the hourly rate for fire alarm and security technician (including surveillance and Regular Security System Representative) is \$115. All other rates remain as bid in the original RFP. Rates will be adjusted annually for union and non-union employees with sufficient supporting documentation.

1. 8am-5pm M-F \$115
2. After Hours (5:01pm - 7:59 am M-F) Including Saturday \$172.50
3. Sunday and Holidays \$230

E. MILEAGE CHARGES

Mileage charges for emergency service and non-emergency service calls are established below:

0 – 20 Miles	\$0.00	Zone charge
21 – 50 Miles	\$36.80	Zone charge
51 – 75 Miles	\$93.84	Zone charge
76 – 100 Miles	\$139.84	Zone charge
101 – 150 Miles	\$185.84	Zone charge
151 – 200 Miles	\$277.84	Zone charge
201 – 250 Miles	\$369.84	Zone charge
251 – 300 Miles	\$461.84	Zone charge

Mileage is charged per zone from closest JCI office to the Customer site. Offices are located in Omaha, Lincoln, and Kearney Nebraska. Only one mileage billing can occur for all job sites in the same area on a given day. The 'same area' is defined as job sites located in the same metropolitan area.

Mileage charges do not apply to warranty service calls. Mileage due to warranted services or materials will not be billed.

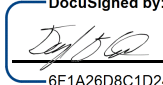
2. Omaha Service Branch Pricing Policy document is deleted.

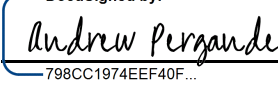
This Amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract or any earlier amendment, the terms of this Amendment will prevail.

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

State of Nebraska

Contractor: Johnson Controls Fire Protection LP

By:  DocuSigned by:
6F1A26D8C1D24BC...

By:  DocuSigned by:
798CC1974EEF40F...

Name: Doug Carlson

Name: Andrew Pergande

Title: Materiel Administrator

Title: Director Sales Operations

Date: 11/25/2020

Date: 10/6/2020

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
86792 04

PAGE 1 of 2	ORDER DATE 11/18/20
BUSINESS UNIT 9000	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 547787	
VENDOR ADDRESS: TYCO FIRE & SECURITY MANAGEMENT INC JOHNSON CONTROLS FIRE PROTECTION LP 4829 S 115TH ST OMAHA NE 68137-2366	

THE CONTRACT PERIOD IS:

AUGUST 01, 2019 THROUGH JULY 31, 2022

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

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THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 93435 08

Awarded from NASPO ValuePoint 3407

Contract to supply and deliver any Fire Equipment, Security Equipment, and Labor to the State of Nebraska agencies and political sub-divisions for the period August 1, 2019 through July 31, 2022.

Payment Terms: Net 45

For the File: This RFP and Contract are bid and awarded by NASPO ValuePoint. All Request For Proposal (RFP), evaluations, etc. are retained by NASPO ValuePoint.

Vendor Contact: Thomas Staves
Phone: 443-676-8813
E-Mail: Thomas.Staves@jci.com

If you have questions, or require assistance please contact State Building Division, Mac Hunt at 402-430-7451.

(6/26/19 sc)

AMENDMENT ONE (1) AS ATTACHED. (12/17/19 sc)

AMENDMENT TWO (2) AS ATTACHED. (11/18/20 sc)

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2	SECURITY EQUIPMENT AND LABOR	5,000,000.0000	\$	1.0000	5,000,000.00

Annette Walton 11/25/2020

2358B0EE0E87446... BUYER
DocuSigned by:

[Signature] 11/25/2020

6F1A2800310243C... MATERIAL ADMINISTRATOR

PK

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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1526 K Street, Suite 130
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PAGE 2 of 2		ORDER DATE 11/18/20	
BUSINESS UNIT 9000		BUYER ANNETTE WALTON (AS)	
VENDOR NUMBER: 547787			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
	Total Order				10,000,000.00



DS

 BUYER INITIALS

AMENDMENT TWO
FIRE EQUIPMENT, SECURITY EQUIPMENT AND LABOR
for the State of Nebraska
Between

The State of Nebraska and JOHNSON CONTROLS FIRE PROTECTION LP

This Amendment (the "Amendment") is made by the State of Nebraska and JOHNSON CONTROLS FIRE PROTECTION LP, parties to Contract 86792 O4 and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract upon execution as follows:

Vendor contact information will be replaced and superceded with:

Vendor Contact: Thomas Staves
Phone: 443.676.8813
E-mail: Thomas.Staves@jci.com


If you have questions or require assistance please contact State Building Division Mac Hunt at 402-580-0589.

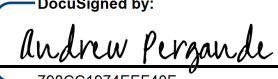
This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

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

State of Nebraska

Contractor: Johnson Controls Fire
Protection LP

By: 
6F1A26D8C1D24BC...

By: 
798CC1974EEF40F...

Name: Doug Carlson

Name: Andrew Pergande

Title: Materiel Administrator

Title: Director sales operations

Date: 11/25/2020

Date: 10/6/2020

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
86792 04

PAGE 1 of 2	ORDER DATE 12/17/19
BUSINESS UNIT 9000	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 547787	
VENDOR ADDRESS: TYCO FIRE & SECURITY MANAGEMENT INC JOHNSON CONTROLS FIRE PROTECTION LP 4829 S 115TH ST OMAHA NE 68137-2366	

THE CONTRACT PERIOD IS:

AUGUST 01, 2019 THROUGH JULY 31, 2022

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 93435 O8

Awarded from NASPO ValuePoint 3407

Contract to supply and deliver any Fire Equipment, Security Equipment, and Labor to the State of Nebraska agencies and political sub-divisions for the period August 1, 2019 through July 31, 2022.

Payment Terms: Net 45

For the File: This RFP and Contract are bid and awarded by NASPO ValuePoint. All Request For Proposal (RFP), evaluations, etc. are retained by NASPO ValuePoint.



Vendor Contact: Jeffrey Schomberg
Phone: 402-891-5841
E-Mail: Jeffrey.A.Schomberg@jci.com

If you have questions, or require assistance please contact State Building Division, Mac Hunt at 402-430-7451.

(6/26/19 sc)

AMENDMENT ONE (1) AS ATTACHED. (12/17/19 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	FIRE EQUIPMENT AND LABOR	5,000,000.0000	\$	1.0000	5,000,000.00
2	SECURITY EQUIPMENT AND LABOR	5,000,000.0000	\$	1.0000	5,000,000.00
Total Order					10,000,000.00

12/23/19

 BUYER

 MATERIEL ADMINISTRATOR
 12/23/19

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
86792 04

PAGE 2 of 2		ORDER DATE 12/17/19	
BUSINESS UNIT 9000		BUYER ANNETTE WALTON (AS)	
VENDOR NUMBER: 547787			



AW
BUYER INITIALS

**AMENDMENT ONE
FIRE EQUIPMENT, SECURITY EQUIPMENT AND LABOR
for the State of Nebraska
Between
The State of Nebraska and JOHNSON CONTROLS FIRE PROTECTION LP**

This Amendment (the "Amendment") is made by the State of Nebraska and JOHNSON CONTROLS FIRE PROTECTION LP, parties to Contract 86792 O4 and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract upon execution as follows:

Vendor AB# and address are as follows:
547787 Johnson Controls Fire Protection LP
4829 S. 115th St.
Omaha, NE 68137-2366

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

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

State of Nebraska

By: _____



Name: Doug Carlson

Title: Material Administrator

Date: _____

12/23/19

Contractor: Johnson Controls Fire Protection LP

By: _____



Name: Thomas Staves

Title: Cooperative Program Manager

Date: 10/28/2019

12/11/2019

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
86792 04

PAGE 1 of 1	ORDER DATE 06/26/19
BUSINESS UNIT 9000	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 502087	
VENDOR ADDRESS: JOHNSON CONTROLS INC 14238 HILLSDALE CIR OMAHA NE 68137-5557	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

AUGUST 01, 2019 THROUGH JULY 31, 2022

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 93435 O8

Awarded from NASPO ValuePoint 3407

Contract to supply and deliver any Fire Equipment, Security Equipment, and Labor to the State of Nebraska agencies and political sub-divisions for the period August 1, 2019 through July 31, 2022.

Payment Terms: Net 45


For the File: This RFP and Contract are bid and awarded by NASPO ValuePoint. All Request For Proposal (RFP), evaluations, etc. are retained by NASPO ValuePoint.

Vendor Contact: Tom Staves
Phone: 443-676-8813
E-Mail: tstaves@simplexgrinnell.com

If you have questions, or require assistance please contact State Building Division, Mac Hunt at 402-430-7451.

(6/26/19 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	FIRE EQUIPMENT AND LABOR	5,000,000.0000	\$	1.0000	5,000,000.00
2	SECURITY EQUIPMENT AND LABOR	5,000,000.0000	\$	1.0000	5,000,000.00
Total Order					10,000,000.00


BUYER
MATERIEL ADMINISTRATOR

**SECURITY & FIRE PROTECTION
SERVICES**

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Master Agreement #: 3407

Contractor: **JOHNSON CONTROLS FIRE PROTECTION**

Reseller: **Johnson Controls, Inc.**

Participating Entity: **STATE OF NEBRASKA # 86792 04**

Effective dates: August 1, 2019 through July 31, 2022

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

- Category 1: Access Control Systems
- Category 2: Burglar Alarms
- Category 3: Surveillance Services & Equipment
- Category 4: Portable Fire Extinguishers
- Category 5: Fire Extinguishing Systems
- Category 6: Fire Sprinkler Systems
- Category 7: Fire Alarm/Protective Signaling Systems
- Category 8: High Security Control Systems
- Category 9: Inspections & Monitoring
 - Fire Extinguishing Systems
 - Fire Sprinkler Systems
 - Alarm Monitoring
 - Fire Alarm/Protective Signaling Systems

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Security & Fire Protection Services* led by the *State of Nevada* for use by state agencies and other entities located in the Participating State Nebraska authorized by Nebraska's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Nebraska as defined in Neb. Rev. Stat. §81-145. The terms and conditions, including price, of the Participating Addendum may not be amended. The State of Nebraska shall not be contractually obligated or liable for other Participating Addendum entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):



SECURITY & FIRE PROTECTION SERVICES

Lead by the State of Nevada

Contractor

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

Participating Entity: State of Nebraska

Name:	Annette Walton
Address:	1526 K St. St. 150 Lincoln, NE 68508
Telephone:	402-471-6500
Fax:	402-471-2089
Email:	as.materielpurchasing@nebraska.gov

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

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

Participating Entity must check one of the boxes below.

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

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

STATE OF NEBRASKA STANDARD TERMS AND CONDITIONS

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting Participating Addendum will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

Contractor may request that proprietary information be excluded from the posting. The Contractor must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The Contractor must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE CONTRACTOR MAY



SECURITY & FIRE PROTECTION SERVICES

Lead by the State of Nevada

NOT ASSERT THAT THE ENTIRE PARTICIPATING ADDENDUM IS PROPRIETARY. COSTS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)). The Contractor will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the Contractor will be informed. It will be the Contractor's responsibility to defend the Contractor's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, authorize others to use the documents, or otherwise use the Participating Addendum or other documents received with regard to the Participating Addendum. Contractor specifically waives any copyright or other protection the Participating Addendum or other documents may have. This reservation and waiver is a prerequisite for entering into this Participating Addendum.

Contractor agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the Participating Addendum or documents.

I. GENERAL

A. NEGOTIATION

Contractor should read the Terms and ^{CONDITIONS JS} Any additional Contractor documents submitted in response to these terms and conditions shall be subject to negotiation and will be incorporated into this Participating Addendum if agreed to by the Parties. The State will not consider incorporation of any document not submitted with the Contractor's response to these Terms and Conditions as the document(s) will not have been included in the negotiation process.

If a conflict or ambiguity arises after the Participating Addendum has been negotiated and agreed to, the Participating Addendum shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

B. DOCUMENTS/ORDER OF PRECEDENCE

The Participating Addendum shall incorporate the following documents:

1. Contract/Participating Addendum
2. Amendments/Addendums (PA only)
3. The Solicitation (PA only)
4. Contractor's Response to the Solicitation (PA only)

These documents constitute the entirety of the Participating Addendum.

By incorporation of the Master Agreement in the Participating Addendum, the Master Agreement shall be read as being entered into by the State of Nebraska and interpreted consistent with Nebraska state law. These documents constitute the entirety of the Participating Addendum.

Unless otherwise specifically stated in a future Participating Addendum amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with

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number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document:

- 1) Amendments to the executed Participating Addendum or Master Agreement with the most recent dated amendment having the highest priority;
- 2) Executed Participating Addendum and any Addendum;
- 3) Statement of Work;
- 4) The Solicitation; and
- 5) Contractor's Response to the Solicitation.

Any ambiguity or conflict in the Participating Addendum discovered after execution, not otherwise addressed herein, shall be resolved in accordance with the rules of Contract interpretation as established in the State of Nebraska.

C. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this Participating Addendum, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to Participating Addendum is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this Participating Addendum will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this Participating Addendum on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final Participating Addendum, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final Participating Addendum, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final Participating Addendum are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. BEGINNING OF WORK

The Contractor shall not commence any billable work until a valid Participating Addendum has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

E. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

F. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Contractor, upon the written agreement, may make changes to the Participating Addendum within the general scope of the Contract. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the Participating Addendum shall not be deemed a change. The Contractor may not claim forfeiture of the Participating Addendum by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the original Participating Addendum, were foreseeable, or result from difficulties with or failure of the Contractor's performance.

SECURITY & FIRE PROTECTION SERVICES

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No change shall be implemented by the Contractor until approved by the State, and the Participating Addendum is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the Participating Addendum and law.

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor breaches the Participating Addendum or anticipates breaching the Participating Addendum, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the Participating Addendum. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

H. BREACH

Either Party may terminate the Participating Addendum, in whole or in part, if the other Party breaches its duty to perform its obligations under the Participating Addendum in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of Participating Addendum does not waive the right to terminate immediately the Participating Addendum for the same or different Participating Addendum breach that may occur at a different time. In case of default of the Contractor, the State may Participating Addendum the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

I. NON-WAIVER OF BREACH

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

J. SEVERABILITY

If any term or condition of the Participating Addendum is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Participating Addendum did not contain the provision held to be invalid or illegal.

K. INDEMNIFICATION

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this Participating Addendum, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

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The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this Contract.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE (Statutory)

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. ATTORNEY GENERAL'S AUTHORITY

The Parties acknowledge that Attorney General for the State of Nebraska is authorized by statute to represent the legal interests of the State, and that any provision of this Participating Addendum is subject to the statutory authority of the Attorney General.

L. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the Participating Addendum, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

M. ASSIGNMENT, SALE, OR MERGER

Either Party may assign the Participating Addendum upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the Participating Addendum to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the Participating Addendum until such time as the third party or entity involved in the transaction agrees in writing to be contractually bound by this Participating Addendum and perform all obligations of the Participating Addendum.

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N. FORCE MAJEURE

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the Participating Addendum due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

O. CONFIDENTIALITY

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

P. EARLY TERMINATION

The Participating Addendum may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the Participating Addendum at any time.
2. The State, in its sole discretion, may terminate the Participating Addendum for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the Participating Addendum. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the Participating Addendum immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the Participating Addendum by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

Q. PARTICIPATING ADDENDUM CLOSEOUT

Upon Participating Addendum closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

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1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by Participating Addendum or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this Participating Addendum;
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this Participating Addendum;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the Participating Addendum. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the Participating Addendum. The personnel the Contractor uses to fulfill the Participating Addendum shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made by the Contractor shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the Participating Addendum shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the Participating Addendum shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the Participating Addendum;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

**SECURITY & FIRE PROTECTION
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If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in writing. The Contractor shall agree that it will not utilize any subcontractors not specifically identified in the performance of the Participating Addendum without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any Participating Addendum with a subcontractor does not conflict with the terms and conditions of this Participating Addendum.

The Contractor shall include a similar provision (INDEPENDENT CONTRACTOR/OBLIGATIONS), for the protection of the State, in the Participating Addendum with any Subcontractor engaged to perform work on this Participating Addendum.

B. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All Contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The Contractor may be required to certify that it has complied and produce a true and exact copy of its current Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the Participating Addendum.

C. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the Contract.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the Participating Addendum terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT /
NONDISCRIMINATION (Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of

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employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of Participating Addendum. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any Participating Addendum resulting from this Contract.

E. COOPERATION WITH OTHER CONTRACTORS

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this Participating Addendum.

F. PERMITS, REGULATIONS, LAWS

The Participating Addendum price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the Participating Addendum. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the Participating Addendum. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this Participating Addendum.

G. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this Participating Addendum.

The State shall own and hold exclusive title to any deliverable developed as a result of this Participating Addendum. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

1. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**I. WARRANTY
Services**

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. 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.



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Goods

Despite any clause to the contrary, the Contractor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products perform according to all specific claims made by the Contractor, (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 or for which the State has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

J. REPORTS

The Contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated fee period, less any credits. The report shall be in the format developed by the Lead State and as agreed to by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the State as listed below.

The Contractor shall also provide to the State of Nebraska primary contact person quarterly utilization reports containing at a minimum the following information pertaining to the State of Nebraska agencies, boards, commissions, and political subdivision utilization:

Ordering Entity;
Purchase order number;
Description'
Quantity; and,
Price.

These reports will be provided in Excel format and sent via email on a quarterly basis as follows:

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

K. ADMINISTRATIVE FEE /REBATE

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State for an amount equal to one quarter of one percent (.0025) of the net sales (net of any returns, credits, or adjustments under this Addendum for the period. The Contractor's WSCA-NASPO pricing to the State shall not be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with following schedule:

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

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The Contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated fee period. The report shall be in the format developed by the Lead State and as agreed to by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the State contact listed in the Addendum

L. ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION

All Administrative Fees/Rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 150
Lincoln, NE 68508

M. ANTITRUST

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Participating Addendum resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

N. CONFLICT OF INTEREST

By entering into the Participating Addendum, Contractor certifies that there does not now exist a relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this Contract or project.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The Contractor certifies that it will not knowingly employ any individual known by Contractor to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the Participating Addendum, recruit or employ any employee or agent of the other Party who has worked on the Contract or project, or who had any influence on decisions affecting the Contract or project.

O. STATE PROPERTY

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the Participating Addendum. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

P. SITE RULES AND REGULATIONS

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

Q. ADVERTISING

The Contractor agrees not to refer to the Participating Addendum award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.



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- R. **NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**
Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the Participating Addendum are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the Participating Addendum to request the Participating Addendum comply with the changed standard at a cost mutually acceptable to the parties.
- S. **DISASTER RECOVERY/BACK UP PLAN**
The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the Participating Addendum in the event of a disaster.
- T. **DRUG POLICY**
Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

III. PAYMENT

- A. **PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**
Payments shall not be made until contractual deliverable(s) are received and accepted by the State.
- B. **TAXES (Statutory)**
The State is not required to pay taxes and assumes no such liability. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.
- C. **LABOR RATES**
Labor rates shall be based off of the Omaha Nebraska Service Branch pricing. Rates will be adjusted annually for union and non-union employees with sufficient supporting documentation.
- D. **REQUEST FOR QUOTE**
To request new equipment or service entities will submit a request for quote to the Contractor. Contractor must provide quotes from their suppliers for any / all materials needed to complete the project with the quote. The Contractor must also submit copies of all receipts for any / all materials with the invoice for payment.
- E. **MILEAGE CHARGES**
Mileage charges for emergency service and non-emergency service calls are established below:

0 – 20 Miles	\$0.00	Zone charge
21 – 50 Miles	\$36.80	Zone charge
51 – 75 Miles	\$93.84	Zone charge
76 – 100 Miles	\$139.84	Zone charge
101 – 150 Miles	\$185.84	Zone charge
151 – 200 Miles	\$277.84	Zone charge
201 – 250 Miles	\$369.84	Zone charge
251 – 300 Miles	\$461.84	Zone charge

Mileage charges do not apply to warranty service calls.

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F. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment to the ordering entity. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the Participating Addendum.

G. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the Participating Addendum shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the Participating Addendum are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

H. PAYMENT

State will render payment to Contractor when the terms and conditions of the Participating Addendum and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the Participating Addendum, and the Contractor hereby waives any claim or cause of action for any such services.

I. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

J. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Participating Addendum for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the Participating Addendum with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

K. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this Participating Addendum upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the Participating Addendum (Information) to enable the State to audit the Participating Addendum. The State may audit and the Contractor shall maintain, the Information during the term of the Participating Addendum and for a period of five (5) years after the completion of this Participating Addendum or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this Participating Addendum, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course

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of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total Participating Addendum billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.


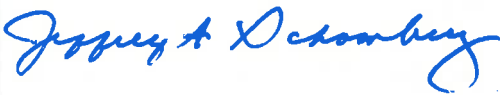
5. Reserved:
6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Nebraska, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.



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

Participating Entity: State of Nebraska	Contractor: JOHNSON CONTROLS FIRE PROTECTION
Signature: 	Signature: 
Name: Doug Carlson	Name: JEFFREY A. SCHOMBERG
Title: Deputy Director / Materiel Administrator	Title: LOCAL MARKET DIRECTOR
Date: 7/2/19	Date: 6/20/19

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

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

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]

Street Rates:

Rates for union employees will be updated in April of every year to adjust for annual June increases. Rates for non-union employees will be updated in November of every year to adjust to annual January increases.

Street Rate Regular Time	Omaha Branch	
Chiller Heavy	143	
Chiller Light	143	
Controls	160	
Mechanical Heavy	116	
Mechanical Light	116	
Pneumatic	116	
Refrigeration	116	
Security or Fire System Tech	115	
Sheet Metal	112	

Overtime is 1.5 times regular time.
 Double time is 2.0 time regular time.

Frontline Normal Working Hours:

Calls outside these normal working hours will be charged at the appropriate overtime or double time rates, unless modified by the MSA or PSA agreement.

Frontline Working Hours	Open	Close
Mon thru Friday	7am	3:30pm
Saturday	closed	closed
Sunday	closed	closed

Branch Holidays:

Calls taken on these Holidays should be charged at double time rates, unless otherwise stated in the MSA or PSA agreement

Holidays
New Year's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

Mileage / Trip / Zone / Truck Charge:

The standard mileage charge for L&M callouts is as follows.

Charge	
Mileage	1.85



NASPO ValuePoint Master Agreement Terms and Conditions

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

and

Simplex Grinnell LP.
50 Technology Drive
Westminster, MA 01441
Contact: Tom Staves, National Sales Manager/State Cooperative Contracts
Phone: (443) 676-8813 Fax: (978) 731-4034
Email: tstaves@simplexgrinnell.com

1. Master Agreement Order of Precedence

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

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

- Categories Awarded:

Category 1: Access Control Systems

Category 2: Burglar Alarms

Category 3: Surveillance Services & Equipment

Category 4: Portable Fire Extinguishers

Category 5: Fire Extinguishing Systems

Category 6: Fire Sprinkler Systems

Category 7: Fire Alarm/Protective Signaling Systems

Category 8: High Security Control Systems

Category 9: Inspections & Monitoring

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

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

2. Definitions

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

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

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

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

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

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

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of

Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

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

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

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

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

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

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

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

a. The initial term of the Contract will be two (2) years (August 15, 2017 through July 31, 2019) with the option of three (3) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

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

Contractor.

5. Participants and Scope

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

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

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

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

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

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

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

g. **Resale.** “Resale” means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor’s proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity’s laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

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

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

7. NASPO ValuePoint Summary and Detailed Usage Reports

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

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

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

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

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

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

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

8. NASPO ValuePoint Cooperative Program Marketing and Performance Review

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

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

9. NASPO ValuePoint eMarket Center

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

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

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

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

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

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

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

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering

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

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

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

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

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

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

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

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

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the

expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Shipping and Delivery

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

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

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

15. Laws and Regulations

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

16. Inspection and Acceptance

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

b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

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

d. The warranty period shall begin upon Acceptance.

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

17. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Warranty

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

reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

19. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

20. License of Pre-Existing Intellectual Property

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

General Provisions

21. Insurance

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

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

4. Professional Liability (Errors and Omissions Liability)

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

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

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

5. Network Security (Cyber) and Privacy Liability:

Per Occurrence \$1,000,000

Annual Aggregate \$2,000,000

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

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

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

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

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

22. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

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

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

23. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed

confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

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

24. Public Information

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

Purchasing Entity's public information laws.

25. Assignment/Subcontracts

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

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

26. Changes in Contractor Representation

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

27. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

28. Cancellation

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

29. Force Majeure

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

30. Defaults and Remedies

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

(1) Nonperformance of contractual requirements; or

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

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

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

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

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

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and

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

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

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

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

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

31. Waiver of Breach

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

requirement under this Master Agreement, Participating Addendum, or Purchase Order.

32. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

33. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

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

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

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

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

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

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

the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

34. No Waiver of Sovereign Immunity

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

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

35. Governing Law and Venue

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

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

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

36. Assignment of Antitrust Rights

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

Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

37. Contract Provisions for Orders Utilizing Federal Funds

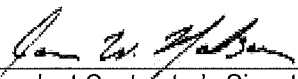
Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or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

38. Leasing or Alternative Financing Methods


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

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


Independent Contractor Approval:

	7/27/17	Vice President Sales
_____ Independent Contractor's Signature	Date	SimplexGrinnell _____ Independent Contractor's Title

State of Nevada (Lead State) Approval:

	8-25-2017	CPO, NV state Purchasing Administrator
_____ Jeffrey Haag	Date	

Approved as to form by:

	8 Aug 17	Deputy Attorney General for Attorney General
_____ Deputy Attorney General for Attorney General	Date	

EXECUTIVE SUMMARY



June 26, 2017

To: NASPO ValuePoint Management Board

From: Shannon Berry, for the Security & Fire Protection Services Sourcing Team

RE: Evaluation/Award Summary and Recommendation for NASPO ValuePoint RFP 3407 Security & Fire Protection Services

This executive summary was prepared by NASPO ValuePoint staff for use by the Management Board. The official award documents are maintained by the Lead State in accordance with its procurement laws.

Background: The NASPO ValuePoint Management Board approved conducting a re-solicitation for Security & Fire Protection Services. The resulting services would allow states to have a master agreement for Security & Fire Protection Services. The Security & Fire Protection Services Sourcing Team has concluded the RFP evaluation process and has made recommendations regarding the resulting proposed contract award. Accordingly, the team is seeking approval of the award by the NASPO ValuePoint Management Board. In this re-solicited contract portfolio for NASPO ValuePoint, the sourcing team recommends a potential term up to 5 years.

Sourcing Team: The RFP was led by the State of Nevada and was developed with sourcing team involvement with members from four states: Barton Potter, Washington; Nicole Acosta, Florida; Pat Bode, South Carolina; Sheri Diehm, Oklahoma. NASPO ValuePoint staff provided project oversight.

RFP Information: The RFP was issued on March 22, 2017. The RFP was amended two times. The RFP closed May 23, 2017.

Proposal Information: 39 proposals were received from:

A3 Communications, Inc.	Myrtle Beach Communications, Inc.
Ace Fire System, Inc.	Nextgen Technologies, Inc.
Allied Universal Security System	Orion Security Solutions
Alphacorp	Powercomm Solutions
Aronson Security Group, Inc.	Presidio Networked Solutions Group LLC
Avtec Systems DbA/Cache Valley Electric	Professional System Technology, Inc.
CTS	RFI Communications and Security Systems
CodeLynx, Inc.	SDI Presence LLC
Communication Management, Inc.	Secure Watch24 LLC
Communications Specialist, Inc.	Siemens Industry, Inc.
Compunet, Inc.	SimplexGrinnell LP
Comsurv	Stanley Convergent Security Solutions
Convergint Technologies LLC	Star Asset Security LLC
Digi Security Systems	Surveillance Systems Incorporated (S.S.I)
Firetrol Protection System, Inc.	Systems Engineering, Inc.
Gts Solutions LLC	TecPro Ltd
High Tech Tronics	Technology Solution of Charleston, Inc.
Integrated Security Technologies, Inc. (IST)	Utah Yamas Controls DbA Nevada Yamas Controls
Intraworks, Inc.	Wasatch Controls
Justice Systems Corporation	

The Sourcing Team met on June 20, 21 and 22 in Carson City, NV to complete evaluation and scoring of each offeror's proposal. Evaluation was based on Demonstrated competence, Experience in performance of comparable engagements, Conformance with the terms of this RFP, Reporting, Cost and Financial stability. Categories of services included:

- Category 1:** Access Control Systems
- Category 2:** Burglar Alarms
- Category 3:** Surveillance Services & Equipment
- Category 4:** Portable Fire Extinguishers
- Category 5:** Fire Extinguishing Systems
- Category 6:** Fire Sprinkler Systems
- Category 7:** Fire Alarm/Protective Signaling Systems
- Category 8:** High Security Control Systems
- Category 9:** Inspections & Monitoring
 - Fire Extinguishing Systems
 - Fire Sprinkler Systems
 - Alarm Monitoring
 - Fire Alarm/Protective Signaling Systems

Evaluations: The RFP allowed for multiple vendor awards for nine categories based on achieving a score of 70% or higher of the available points. Inserted below is the evaluation score sheet:



RFP 3407 -
Evaluation Form 6-2

Current and new supplier makeup: The current NASPO ValuePoint contracts for Fire Protection Services and Security & Protection Services have now been combined into one solicitation for Security & Fire Protection Services. The current contracts have a combined total of 19 contractors. Consistent with the RFP evaluation criteria, the sourcing team recommends award to the following 19 vendors:

Offeror Name	Category Award	Region
A3 Communications, Inc.	1, 2	KY, WV, TN, VA, NC, SC, AL, GA, FL
Allied Universal Security Systems	1, 2, 3	SC
Aronson Security Group, Inc. (ASG)	1, 2, 3, 8	Nationwide
CodeLynx, Inc.	1, 2, 3	AL, AR, FL, GA, KY, SC, NC, MD, MS, TN, VA, DC
Communications Specialist, Inc.	1, 2, 3, 7, 8, 9	VA
Firetrol Protection Systems	1, 2, 3, 4, 5, 6, 7, 9	OK
Intraworks	1, 2, 3, 4, 5, 6, 7, 8, 9	AZ, CO, HI, MT, NM, ND, TX, UT, WA
Justice Systems	8	Nationwide
Myrtle Beach Communications	3	SC
Nextgen Technologies, Inc.	9	SC
PowerComm Solutions	1, 2, 3, 7	NV rural only
RFI Communications and Security Systems	1, 2, 3, 7, 9	CA, NV, WA

SDI Presence LLC	1, 3, 7	SC
Simplex Grinnell	1, 2, 3, 4, 5, 6, 7, 8, 9	Nationwide
Stanley Convergent Security Solutions	1, 2, 3, 7, 8, 9	Nationwide
Star Asset Security	4, 5, 6	AK, AL, FL, GA, MS, NC, SC, TN, TX only cat 4, 5, 6, VA, WV
Systems Engineering Inc.	1, 3	Nationwide
Technology Solutions of Charleston	1, 2, 3, 7, 8	FL, GA, SC, NC, VA
Wasatch Controls	1, 2, 3, 7, 8	AZ, ID, MT, UT, WY

Note: Offerors in bold are current contractors.

Key benefits of new agreements: Below are some highlights of the benefits from the prospective contract awards:

1. Increased nationwide coverage, currently two nationwide contractors, and five to be awarded.
2. Both nationwide and regional awards.
3. Fixed pricing for the first two years of the contract.
4. Combining the two current contracts may provide a single PA for both security and fire protection services reducing the administrative burden for participating states.
5. The markup percentage will include costs for: shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees.
6. The inspection and monitoring services category was added to enhance the usability of the contract.

Conclusion: The State of Nevada management has reviewed and approved these award recommendations. I endorse the excellent work and analysis of the sourcing team and recommend your approval of the proposed awards and ask that we permit Nevada to move ahead with the recommended NASPO ValuePoint awards.

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Opening Date: 5/23/2017

Combined Technical Scoring

EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
1	2	3	4	0		

VENDOR 1		General					SCORE
A3 COMMUNICATIONS							208.75
	Conformance with RFP Terms	9	8	7	9	15	123.75
	Reporting	9	10	7	8	10	85
	Financial Stability	p	p	P	p	P/F	
1 Category 1							662.5
	Demonstrated Competence	9	8	7	9	30	247.5
	Experience	9	8	7	9	25	206.25
2 Category 2							
	Demonstrated Competence					30	
	Experience					25	
3 Category 3							662.5
	Demonstrated Competence	9	8	7	9	30	247.5
	Experience	9	8	7	9	25	206.25
4 Category 4							
	Demonstrated Competence					30	
	Experience					25	
5 Category 5							
	Demonstrated Competence					30	
	Experience					25	
6 Category 6							
	Demonstrated Competence					30	
	Experience					25	
7 Category 7							
	Demonstrated Competence					30	
	Experience					25	
8 Category 8							
	Demonstrated Competence					30	
	Experience					25	
9 Category 9							
	Demonstrated Competence					30	
	Experience					25	

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EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
1	2	3	4	0		

VENDOR 2		General					70
ACE FIRE SYSTEM	Conformance with RFP Terms	5	1	3	5	15	52.5
	Reporting	0	0	2	5	10	17.5
	Financial Stability	p	p	p	p	P/F	
	1 Category 1						166.25
	Demonstrated Competence	0	0	2	5	30	52.5
	Experience	0	0	2	5	25	43.75
	2 Category 2						166.25
	Demonstrated Competence	0	0	2	5	30	52.5
	Experience	0	0	2	5	25	43.75
	3 Category 3						166.25
	Demonstrated Competence	0	0	2	5	30	52.5
	Experience	0	0	2	5	25	43.75
	4 Category 4						173.75
	Demonstrated Competence	0	1	2	5	30	60
	Experience	0	0	2	5	25	43.75
	5 Category 5						173.75
	Demonstrated Competence	0	1	2	5	30	60
	Experience	0	0	2	5	25	43.75
	6 Category 6						173.75
	Demonstrated Competence	0	1	2	5	30	60
	Experience	0	0	2	5	25	43.75
	7 Category 7						173.75
	Demonstrated Competence	0	1	2	5	30	60
	Experience	0	0	2	5	25	43.75
	8 Category 8						
	Demonstrated Competence					30	
	Experience					25	
	9 Category 9						173.75
	Demonstrated Competence	0	1	2	5	30	60
	Experience	0	0	2	5	25	43.75

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EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
1	2	3	4	0		

VENDOR 3		General					SCORE
ALLIED UNIVERSAL SECURITY SYSTEM							197.5
	Conformance with RFP Terms	10	8	7	9	15	127.5
	Reporting	5	8	7	8	10	70
	Financial Stability	p	p	P	p	P/F	
1 Category 1							618.75
	Demonstrated Competence	8	8	7	9	30	240
	Experience	6	8	7	8	25	181.25
2 Category 2							618.75
	Demonstrated Competence	8	8	7	9	30	240
	Experience	6	8	7	8	25	181.25
3 Category 3							658.75
	Demonstrated Competence	10	8	7	9	30	255
	Experience	10	8	7	8	25	206.25
4 Category 4							
	Demonstrated Competence					30	
	Experience					25	
5 Category 5							
	Demonstrated Competence					30	
	Experience					25	
6 Category 6							
	Demonstrated Competence					30	
	Experience					25	
7 Category 7							
	Demonstrated Competence					30	
	Experience					25	
8 Category 8							
	Demonstrated Competence					30	
	Experience					25	
9 Category 9							
	Demonstrated Competence					30	
	Experience					25	

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EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
1	2	3	4	0		

VENDOR 4		General					SCORE
ALPHA CORP							145
Conformance with RFP Terms		7	5	5	7	15	90
Reporting		5	5	4	8	10	55
Financial Stability		p	p	P	p	P/F	
1 Category 1							451.25
Demonstrated Competence		7	5	5	8	30	187.5
Experience		6	4	4	5	25	118.75
2 Category 2							437.5
Demonstrated Competence		6	5	5	8	30	180
Experience		5	4	4	5	25	112.5
3 Category 3							471.25
Demonstrated Competence		8	5	5	8	30	195
Experience		7	5	4	5	25	131.25
4 Category 4							
Demonstrated Competence						30	
Experience						25	
5 Category 5							
Demonstrated Competence						30	
Experience						25	
6 Category 6							
Demonstrated Competence						30	
Experience						25	
7 Category 7							447.5
Demonstrated Competence		7	5	5	5	30	165
Experience		7	5	5	5	25	137.5
8 Category 8							406.25
Demonstrated Competence		4	5	5	5	30	142.5
Experience		4	5	5	5	25	118.75
9 Category 9							407.5
Demonstrated Competence		4	4	5	7	30	150
Experience		4	4	5	5	25	112.5

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EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
1	2	3	4	0		

VENDOR 5		General					SCORE
ARONSON SECURITY GROUP							207.5
	Conformance with RFP Terms	10	8	7	9	15	127.5
	Reporting	10	8	7	7	10	80
	Financial Stability	p	p	P	p	P/F	
1 Category 1							668.75
	Demonstrated Competence	10	8	7	9	30	255
	Experience	10	8	7	8	25	206.25
2 Category 2							668.75
	Demonstrated Competence	10	8	7	9	30	255
	Experience	10	8	7	8	25	206.25
3 Category 3							668.75
	Demonstrated Competence	10	8	7	9	30	255
	Experience	10	8	7	8	25	206.25
4 Category 4							
	Demonstrated Competence					30	
	Experience					25	
5 Category 5							
	Demonstrated Competence					30	
	Experience					25	
6 Category 6							
	Demonstrated Competence					30	
	Experience					25	
7 Category 7							
	Demonstrated Competence					30	
	Experience					25	
8 Category 8							635
	Demonstrated Competence	9	8	8	7	30	240
	Experience	9	8	8	5	25	187.5
9 Category 9							
	Demonstrated Competence					30	
	Experience					25	

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EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
1	2	3	4	0		

VENDOR 6		General					178.75
AVTEC SYSTEMS DBA/CACHE VALLEY		Conformance with RFP Terms					108.75
		Reporting					70
		Financial Stability					P/F
		p					p
		P					p
		P/F					
1 Category 1							550
		Demonstrated Competence					202.5
		Experience					168.75
2 Category 2							550
		Demonstrated Competence					202.5
		Experience					168.75
3 Category 3							550
		Demonstrated Competence					202.5
		Experience					168.75
4 Category 4							
		Demonstrated Competence					30
		Experience					25
5 Category 5							
		Demonstrated Competence					30
		Experience					25
6 Category 6							
		Demonstrated Competence					30
		Experience					25
7 Category 7							
		Demonstrated Competence					30
		Experience					25
8 Category 8							522.5
		Demonstrated Competence					187.5
		Experience					156.25
9 Category 9							
		Demonstrated Competence					30
		Experience					25

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1	2	3	4	0		

VENDOR 7		General					SCORE
CABLING & TECHNOLOGY SERVICES		Conformance with RFP Terms					177.5
	Reporting	8	6	5	9	15	105
	Financial Stability	8	7	5	9	10	72.5
		p	P	p		P/F	
1 Category 1							570
	Demonstrated Competence	8	6	6	9	30	217.5
	Experience	8	6	6	8	25	175
2 Category 2							
	Demonstrated Competence					30	
	Experience					25	
3 Category 3							570
	Demonstrated Competence	8	6	6	9	30	217.5
	Experience	8	6	6	8	25	175
4 Category 4							
	Demonstrated Competence					30	
	Experience					25	
5 Category 5							
	Demonstrated Competence					30	
	Experience					25	
6 Category 6							
	Demonstrated Competence					30	
	Experience					25	
7 Category 7							
	Demonstrated Competence					30	
	Experience					25	
8 Category 8							
	Demonstrated Competence					30	
	Experience					25	
9 Category 9							
	Demonstrated Competence					30	
	Experience					25	

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EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
1	2	3	4	0		

VENDOR 8		General					SCORE
CODELYNX							210
Conformance with RFP Terms		9	8	8	9	15	127.5
Reporting		9	8	8	8	10	82.5
Financial Stability		p	p	p	p	P/F	
1 Category 1							671.25
Demonstrated Competence		9	8	8	9	30	255
Experience		9	8	8	8	25	206.25
2 Category 2							671.25
Demonstrated Competence		9	8	8	9	30	255
Experience		9	8	8	8	25	206.25
3 Category 3							671.25
Demonstrated Competence		9	8	8	9	30	255
Experience		9	8	8	8	25	206.25
4 Category 4							
Demonstrated Competence						30	
Experience						25	
5 Category 5							
Demonstrated Competence						30	
Experience						25	
6 Category 6							
Demonstrated Competence						30	
Experience						25	
7 Category 7							
Demonstrated Competence						30	
Experience						25	
8 Category 8							
Demonstrated Competence						30	
Experience						25	
9 Category 9							
Demonstrated Competence						30	
Experience						25	

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EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
1	2	3	4	0		

VENDOR 9		General					SCORE
COMMUNICATION MANAGEMENT IN							151.25
	Conformance with RFP Terms	8	5	6	6	15	93.75
	Reporting	6	4	6	7	10	57.5
	Financial Stability	p	p	p	p	P/F	
1 Category 1							467.5
	Demonstrated Competence	6	6	6	5	30	172.5
	Experience	6	6	6	5	25	143.75
2 Category 2							
	Demonstrated Competence					30	
	Experience					25	
3 Category 3							467.5
	Demonstrated Competence	6	6	6	5	30	172.5
	Experience	6	6	6	5	25	143.75
4 Category 4							
	Demonstrated Competence					30	
	Experience					25	
5 Category 5							
	Demonstrated Competence					30	
	Experience					25	
6 Category 6							
	Demonstrated Competence					30	
	Experience					25	
7 Category 7							
	Demonstrated Competence					30	
	Experience					25	
8 Category 8							415
	Demonstrated Competence	7	4	6	4	30	157.5
	Experience	7	4	6	0	25	106.25
9 Category 9							
	Demonstrated Competence					30	
	Experience					25	

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EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
1	2	3	4	0		

VENDOR 10		General							192.5
COMMUNICATIONS SPECIALIST	Conformance with RFP Terms		9	8	8	9		15	127.5
	Reporting		7	5	8	6		10	65
	Financial Stability		p	p	p	p		P/F	
	1 Category 1								667.5
	Demonstrated Competence		9	9	8	9		30	262.5
	Experience		9	9	8	8		25	212.5
	2 Category 2								626.25
	Demonstrated Competence		8	7	8	9		30	240
	Experience		8	7	8	8		25	193.75
	3 Category 3								653.75
	Demonstrated Competence		8	9	8	9		30	255
	Experience		8	9	8	8		25	206.25
	4 Category 4								
	Demonstrated Competence							30	
	Experience							25	
	5 Category 5								
	Demonstrated Competence							30	
	Experience							25	
	6 Category 6								
	Demonstrated Competence							30	
	Experience							25	
	7 Category 7								627.5
	Demonstrated Competence		8	8	8	9		30	247.5
	Experience		8	6	8	8		25	187.5
	8 Category 8								660
	Demonstrated Competence		8	9	8	9		30	255
	Experience		8	9	8	9		25	212.5
	9 Category 9								632.5
	Demonstrated Competence		8	7	8	9		30	240
	Experience		8	7	8	9		25	200

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1	2	3	4	0		

VENDOR 11		General					152.5
COMPUNET INC	Conformance with RFP Terms	6	6	5	7	15	90
	Reporting	6	7	5	7	10	62.5
	Financial Stability	p		p	p	P/F	
1 Category 1							440
	Demonstrated Competence	5	5	5	5	30	150
	Experience	5	5	5	7	25	137.5
2 Category 2							
	Demonstrated Competence					30	
	Experience					25	
3 Category 3							427.5
	Demonstrated Competence	5	5	5	5	30	150
	Experience	5	5	5	5	25	125
4 Category 4							
	Demonstrated Competence					30	
	Experience					25	
5 Category 5							
	Demonstrated Competence					30	
	Experience					25	
6 Category 6							
	Demonstrated Competence					30	
	Experience					25	
7 Category 7							
	Demonstrated Competence					30	
	Experience					25	
8 Category 8							
	Demonstrated Competence					30	
	Experience					25	
9 Category 9							
	Demonstrated Competence					30	
	Experience					25	

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1	2	3	4	0		

VENDOR 13		General					158.75
CONVERGINT TECHNOLOGIES	Conformance with RFP Terms	6	6	6	7	15	93.75
	Reporting	6	6	6	8	10	65
	Financial Stability	p	p	p	p	P/F	
	1 Category 1						522.5
	Demonstrated Competence	7	6	6	7	30	195
	Experience	7	6	6	8	25	168.75
	2 Category 2						522.5
	Demonstrated Competence	7	6	6	7	30	195
	Experience	7	6	6	8	25	168.75
	3 Category 3						522.5
	Demonstrated Competence	7	6	6	7	30	195
	Experience	7	6	6	8	25	168.75
	4 Category 4						522.5
	Demonstrated Competence	7	6	6	7	30	195
	Experience	7	6	6	8	25	168.75
	5 Category 5						522.5
	Demonstrated Competence	7	6	6	7	30	195
	Experience	7	6	6	8	25	168.75
	6 Category 6						522.5
	Demonstrated Competence	7	6	6	7	30	195
	Experience	7	6	6	8	25	168.75
	7 Category 7						522.5
	Demonstrated Competence	7	6	6	7	30	195
	Experience	7	6	6	8	25	168.75
	8 Category 8						522.5
	Demonstrated Competence	7	6	6	7	30	195
	Experience	7	6	6	8	25	168.75
	9 Category 9						522.5
	Demonstrated Competence	7	6	6	7	30	195
	Experience	7	6	6	8	25	168.75

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1	2	3	4	0		

VENDOR 14		General					SCORE
DIGI SECURITY SYSTEMS							165
	Conformance with RFP Terms	8	5	7	6	15	97.5
	Reporting	7	6	7	7	10	67.5
	Financial Stability	p	p	p	p	P/F	
1 Category 1							527.5
	Demonstrated Competence	8	5	7	5	30	187.5
	Experience	7	5	7	9	25	175
2 Category 2							527.5
	Demonstrated Competence	8	5	7	5	30	187.5
	Experience	7	5	7	9	25	175
3 Category 3							533.75
	Demonstrated Competence	8	5	7	5	30	187.5
	Experience	8	5	7	9	25	181.25
4 Category 4							
	Demonstrated Competence					30	
	Experience					25	
5 Category 5							
	Demonstrated Competence					30	
	Experience					25	
6 Category 6							
	Demonstrated Competence					30	
	Experience					25	
7 Category 7							533.75
	Demonstrated Competence	8	5	7	5	30	187.5
	Experience	8	5	7	9	25	181.25
8 Category 8							
	Demonstrated Competence					30	
	Experience					25	
9 Category 9							
	Demonstrated Competence					30	
	Experience					25	

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EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
1	2	3	4	0		

VENDOR 15		General					192.5
FIRETROL PROTECTION SYSTEM	Conformance with RFP Terms	10	8	8	6	15	120
	Reporting	7	7	8	7	10	72.5
	Financial Stability	p	p	p	p	P/F	
	1 Category 1						610
	Demonstrated Competence	7	8	8	6	30	217.5
	Experience	7	8	8	9	25	200
	2 Category 2						610
	Demonstrated Competence	7	8	8	6	30	217.5
	Experience	7	8	8	9	25	200
	3 Category 3						610
	Demonstrated Competence	7	8	8	6	30	217.5
	Experience	7	8	8	9	25	200
	4 Category 4						610
	Demonstrated Competence	7	8	8	6	30	217.5
	Experience	7	8	8	9	25	200
	5 Category 5						610
	Demonstrated Competence	7	8	8	6	30	217.5
	Experience	7	8	8	9	25	200
	6 Category 6						610
	Demonstrated Competence	7	8	8	6	30	217.5
	Experience	7	8	8	9	25	200
	7 Category 7						610
	Demonstrated Competence	7	8	8	6	30	217.5
	Experience	7	8	8	9	25	200
	8 Category 8						
	Demonstrated Competence					30	
	Experience					25	
	9 Category 9						597.5
	Demonstrated Competence	7	8	8	6	30	217.5
	Experience	7	8	8	7	25	187.5

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EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
1	2	3	4	0		

VENDOR 16		General					142.5
GTS SOLUTIONS	Conformance with RFP Terms	5	3	6	6	15	75
	Reporting	6	8	6	7	10	67.5
	Financial Stability	p	p	p	p	P/F	
	1 Category 1						358.75
	Demonstrated Competence	5	3	5	5	30	135
	Experience	3	0	5	5	25	81.25
	2 Category 2						
	Demonstrated Competence					30	
	Experience					25	
	3 Category 3						391.25
	Demonstrated Competence	5	4	5	5	30	142.5
	Experience	3	4	5	5	25	106.25
	4 Category 4						
	Demonstrated Competence					30	
	Experience					25	
	5 Category 5						
	Demonstrated Competence					30	
	Experience					25	
	6 Category 6						
	Demonstrated Competence					30	
	Experience					25	
	7 Category 7						
	Demonstrated Competence					30	
	Experience					25	
	8 Category 8						
	Demonstrated Competence					30	
	Experience					25	
	9 Category 9						
	Demonstrated Competence					30	
	Experience					25	

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1	2	3	4	0		

VENDOR 17		General					SCORE
HIGH TECH TRONICS							7.5
	Conformance with RFP Terms	0	1	1	0	15	7.5
	Reporting	0	0	0	0	10	
	Financial Stability					P/F	
1 Category 1							38.75
	Demonstrated Competence	0	0	0	0	30	
	Experience	0	0	0	5	25	31.25
2 Category 2							38.75
	Demonstrated Competence	0	0	0	0	30	
	Experience	0	0	0	5	25	31.25
3 Category 3							38.75
	Demonstrated Competence	0	0	0	0	30	
	Experience	0	0	0	5	25	31.25
4 Category 4							
	Demonstrated Competence					30	
	Experience					25	
5 Category 5							38.75
	Demonstrated Competence	0	0	0	0	30	
	Experience	0	0	0	5	25	31.25
6 Category 6							
	Demonstrated Competence					30	
	Experience					25	
7 Category 7							38.75
	Demonstrated Competence	0	0	0	0	30	
	Experience	0	0	0	5	25	31.25
8 Category 8							38.75
	Demonstrated Competence	0	0	0	0	30	
	Experience	0	0	0	5	25	31.25
9 Category 9							38.75
	Demonstrated Competence	0	0	0	0	30	
	Experience	0	0	0	5	25	31.25

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1	2	3	4	0		

VENDOR 18		General					SCORE
INTEGRATED SECURITY TECHNOLOGI							172.5
	Conformance with RFP Terms	7	7	5	9	15	105
	Reporting	7	7	5	8	10	67.5
	Financial Stability	p	p	p	p	P/F	
1 Category 1							557.5
	Demonstrated Competence	7	7	5	9	30	210
	Experience	7	7	5	9	25	175
2 Category 2							557.5
	Demonstrated Competence	7	7	5	9	30	210
	Experience	7	7	5	9	25	175
3 Category 3							557.5
	Demonstrated Competence	7	7	5	9	30	210
	Experience	7	7	5	9	25	175
4 Category 4							
	Demonstrated Competence					30	
	Experience					25	
5 Category 5							
	Demonstrated Competence					30	
	Experience					25	
6 Category 6							
	Demonstrated Competence					30	
	Experience					25	
7 Category 7							
	Demonstrated Competence					30	
	Experience					25	
8 Category 8							
	Demonstrated Competence					30	
	Experience					25	
9 Category 9							
	Demonstrated Competence					30	
	Experience					25	

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1	2	3	4	0		

VENDOR 19		General					206.25
INTRAWORKS	Conformance with RFP Terms	8	8	9	8	15	123.75
	Reporting	8	8	9	8	10	82.5
	Financial Stability	p	p	p	p	P/F	
	1 Category 1						660
	Demonstrated Competence	8	8	9	8	30	247.5
	Experience	8	8	9	8	25	206.25
	2 Category 2						646.25
	Demonstrated Competence	7	8	9	8	30	240
	Experience	7	8	9	8	25	200
	3 Category 3						646.25
	Demonstrated Competence	7	8	9	8	30	240
	Experience	7	8	9	8	25	200
	4 Category 4						652.5
	Demonstrated Competence	8	8	9	7	30	240
	Experience	8	8	9	8	25	206.25
	5 Category 5						638.75
	Demonstrated Competence	7	8	9	7	30	232.5
	Experience	7	8	9	8	25	200
	6 Category 6						638.75
	Demonstrated Competence	7	8	9	7	30	232.5
	Experience	7	8	9	8	25	200
	7 Category 7						638.75
	Demonstrated Competence	7	8	9	7	30	232.5
	Experience	7	8	9	8	25	200
	8 Category 8						625
	Demonstrated Competence	6	8	9	7	30	225
	Experience	6	8	9	8	25	193.75
	9 Category 9						640
	Demonstrated Competence	6	8	9	9	30	240
	Experience	6	8	9	8	25	193.75

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1	2	3	4	0		

VENDOR 20		General					SCORE
JUSTICE SYSTEM							185
	Conformance with RFP Terms	9	5	7	9	15	112.5
	Reporting	8	6	7	8	10	72.5
	Financial Stability	p	p	p	p	P/F	
1 Category 1							597.5
	Demonstrated Competence	9	5	7	9	30	225
	Experience	9	5	7	9	25	187.5
2 Category 2							
	Demonstrated Competence					30	
	Experience					25	
3 Category 3							597.5
	Demonstrated Competence	9	5	7	9	30	225
	Experience	9	5	7	9	25	187.5
4 Category 4							
	Demonstrated Competence					30	
	Experience					25	
5 Category 5							
	Demonstrated Competence					30	
	Experience					25	
6 Category 6							
	Demonstrated Competence					30	
	Experience					25	
7 Category 7							
	Demonstrated Competence					30	
	Experience					25	
8 Category 8							611.25
	Demonstrated Competence	9	6	7	9	30	232.5
	Experience	9	6	7	9	25	193.75
9 Category 9							
	Demonstrated Competence					30	
	Experience					25	

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		EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
		1	2	3	4	0		
NEXTGEN	Conformance with RFP Terms	8	5	6	8		15	101.25
	Reporting	8	6	6	8		10	70
	Financial Stability	p	p	p	p		P/F	
	1 Category 1							548.75
	Demonstrated Competence	7	6	6	8		30	202.5
	Experience	7	6	6	9		25	175
	2 Category 2							562.5
	Demonstrated Competence	8	6	6	8		30	210
	Experience	8	6	6	9		25	181.25
	3 Category 3							556.25
	Demonstrated Competence	8	6	6	8		30	210
	Experience	8	6	6	8		25	175
	4 Category 4							
	Demonstrated Competence						30	
	Experience						25	
	5 Category 5							
	Demonstrated Competence						30	
	Experience						25	
	6 Category 6							
	Demonstrated Competence						30	
	Experience						25	
	7 Category 7							562.5
	Demonstrated Competence	8	6	6	8		30	210
	Experience	8	6	6	9		25	181.25
	8 Category 8							
	Demonstrated Competence						30	
Experience						25		
9 Category 9							550	
Demonstrated Competence	8	6	6	8		30	210	
Experience	8	6	6	7		25	168.75	
VENDOR 23	General							187.5
ORION SECURITY	Conformance with RFP Terms	9	6	6	9		15	112.5

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		EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
		1	2	3	4	0		
	Reporting	9	7	6	8		10	75
	Financial Stability	p	p	p	p		P/F	
	1 Category 1							600
	Demonstrated Competence	9	6	6	9		30	225
	Experience	9	6	6	9		25	187.5
	2 Category 2							586.25
	Demonstrated Competence	8	6	6	9		30	217.5
	Experience	8	6	6	9		25	181.25
	3 Category 3							586.25
	Demonstrated Competence	8	6	6	9		30	217.5
	Experience	8	6	6	9		25	181.25
	4 Category 4							
	Demonstrated Competence						30	
	Experience						25	
	5 Category 5							
	Demonstrated Competence						30	
	Experience						25	
	6 Category 6							
	Demonstrated Competence						30	
	Experience						25	
	7 Category 7							
	Demonstrated Competence						30	
	Experience						25	
	8 Category 8							572.5
	Demonstrated Competence	8	6	6	8		30	210
	Experience	8	6	6	8		25	175
	9 Category 9							
	Demonstrated Competence						30	
	Experience						25	
VENDOR 24	General							193.75
POWERCOMM	Conformance with RFP Terms	9	6	8	8		15	116.25
	Reporting	9	6	8	8		10	77.5

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EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
1	2	3	4	0		

	Financial Stability	p	p	p	p		P/F	
	1 Category 1							620
	Demonstrated Competence	9	6	8	8		30	232.5
	Experience	9	6	8	8		25	193.75
	2 Category 2							613.75
	Demonstrated Competence	9	6	8	8		30	232.5
	Experience	9	6	8	7		25	187.5
	3 Category 3							613.75
	Demonstrated Competence	9	6	8	8		30	232.5
	Experience	9	6	8	7		25	187.5
	4 Category 4							
	Demonstrated Competence						30	
	Experience						25	
	5 Category 5							
	Demonstrated Competence						30	
	Experience						25	
	6 Category 6							
	Demonstrated Competence						30	
	Experience						25	
	7 Category 7							606.25
	Demonstrated Competence	8	6	8	8		30	225
	Experience	8	6	8	8		25	187.5
	8 Category 8							
	Demonstrated Competence						30	
	Experience						25	
	9 Category 9							
	Demonstrated Competence						30	
	Experience						25	
VENDOR 25	General							191.25
PRESIDIO	Conformance with RFP Terms	8	7	8	8		15	116.25
	Reporting	7	7	8	8		10	75
	Financial Stability	p	p	p	p		P/F	

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		EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
		1	2	3	4	0		
	Demonstrated Competence	5	8	4	5		30	165
	Experience	5	8	4	7		25	150
	2 Category 2							487.5
	Demonstrated Competence	5	8	4	5		30	165
	Experience	5	8	4	7		25	150
	3 Category 3							487.5
	Demonstrated Competence	5	8	4	5		30	165
	Experience	5	8	4	7		25	150
	4 Category 4							
	Demonstrated Competence						30	
	Experience						25	
	5 Category 5							
	Demonstrated Competence						30	
	Experience						25	
	6 Category 6							
	Demonstrated Competence						30	
	Experience						25	
	7 Category 7							487.5
	Demonstrated Competence	5	8	4	5		30	165
	Experience	5	8	4	7		25	150
	8 Category 8							473.75
	Demonstrated Competence	5	7	4	5		30	157.5
	Experience	5	7	4	7		25	143.75
	9 Category 9							487.5
	Demonstrated Competence	5	8	4	5		30	165
	Experience	5	8	4	7		25	150
VENDOR 27	General							197.5
RFI	Conformance with RFP Terms	10	7	7	8		15	120
	Reporting	9	7	7	8		10	77.5
	Financial Stability	p	p	p	p		P/F	
	1 Category 1							603.75
	Demonstrated Competence	8	7	7	8		30	225

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		EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
		1	2	3	4	0		
	Experience	8	7	7	7		25	181.25
	2 Category 2							603.75
	Demonstrated Competence	8	7	7	8		30	225
	Experience	8	7	7	7		25	181.25
	3 Category 3							603.75
	Demonstrated Competence	8	7	7	8		30	225
	Experience	8	7	7	7		25	181.25
	4 Category 4							
	Demonstrated Competence						30	
	Experience						25	
	5 Category 5							
	Demonstrated Competence						30	
	Experience						25	
	6 Category 6							
	Demonstrated Competence						30	
	Experience						25	
	7 Category 7							603.75
	Demonstrated Competence	8	7	7	8		30	225
	Experience	8	7	7	7		25	181.25
	8 Category 8							
	Demonstrated Competence						30	
	Experience						25	
	9 Category 9							590
	Demonstrated Competence	7	7	7	8		30	217.5
	Experience	7	7	7	7		25	175
VENDOR 28	General							200
SDI	Conformance with RFP Terms	10	7	6	9		15	120
	Reporting	10	8	6	8		10	80
	Financial Stability	p	p	p	p		P/F	
	1 Category 1							620
	Demonstrated Competence	10	7	6	8		30	232.5
	Experience	10	7	6	7		25	187.5

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EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
1	2	3	4	0		

2 Category 2							
Demonstrated Competence						30	
Experience						25	
3 Category 3							620
Demonstrated Competence		10	7	6	8	30	232.5
Experience		10	7	6	7	25	187.5
4 Category 4							
Demonstrated Competence						30	
Experience						25	
5 Category 5							
Demonstrated Competence						30	
Experience						25	
6 Category 6							
Demonstrated Competence						30	
Experience						25	
7 Category 7							592.5
Demonstrated Competence		8	7	6	8	30	217.5
Experience		8	7	6	7	25	175
8 Category 8							
Demonstrated Competence						30	
Experience						25	
9 Category 9							
Demonstrated Competence						30	
Experience						25	
VENDOR 29	General						188.75
SECUREWATCH 24	Conformance with RFP Terms	10	5	7	9	15	116.25
	Reporting	8	6	7	8	10	72.5
	Financial Stability	p	p	p	p	P/F	
	1 Category 1						608.75
	Demonstrated Competence	10	5	7	9	30	232.5
	Experience	10	5	7	8	25	187.5
	2 Category 2						

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Opening Date: 5/23/2017

Combined Technical Scoring

EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
1	2	3	4	0		

	Demonstrated Competence					30	
	Experience					25	
	3 Category 3						595
	Demonstrated Competence	9	5	7	9	30	225
	Experience	9	5	7	8	25	181.25
	4 Category 4						
	Demonstrated Competence					30	
	Experience					25	
	5 Category 5						
	Demonstrated Competence					30	
	Experience					25	
	6 Category 6						
	Demonstrated Competence					30	
	Experience					25	
	7 Category 7						
	Demonstrated Competence					30	
	Experience					25	
	8 Category 8						
	Demonstrated Competence					30	
	Experience					25	
	9 Category 9						
	Demonstrated Competence					30	
	Experience					25	
VENDOR 30	General						162.5
SIEMENS	Conformance with RFP Terms	10	4	5	7	15	97.5
	Reporting	7	6	5	8	10	65
	Financial Stability	p	p	p	p	P/F	
	1 Category 1						466.25
	Demonstrated Competence	7	5	4	7	30	172.5
	Experience	7	4	4	6	25	131.25
	2 Category 2						
	Demonstrated Competence					30	

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Combined Technical Scoring

		EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
		1	2	3	4	0		
	Experience						25	
	3 Category 3							458.75
	Demonstrated Competence	7	4	4	7		30	165
	Experience	7	4	4	6		25	131.25
	4 Category 4							472.5
	Demonstrated Competence	7	4	5	7		30	172.5
	Experience	7	4	5	6		25	137.5
	5 Category 5							445
	Demonstrated Competence	6	4	4	7		30	157.5
	Experience	6	4	4	6		25	125
	6 Category 6							458.75
	Demonstrated Competence	6	4	5	7		30	165
	Experience	6	4	5	6		25	131.25
	7 Category 7							458.75
	Demonstrated Competence	7	4	4	7		30	165
	Experience	7	4	4	6		25	131.25
	8 Category 8							
	Demonstrated Competence						30	
	Experience						25	
	9 Category 9							472.5
	Demonstrated Competence	7	4	5	7		30	172.5
	Experience	7	4	5	6		25	137.5
VENDOR 31	General							203.75
SIMPLEX GRINNELL	Conformance with RFP Terms	10	8	8	7		15	123.75
	Reporting	8	8	8	8		10	80
	Financial Stability	p	p	p	p		P/F	
	1 Category 1							631.25
	Demonstrated Competence	8	8	8	8		30	240
	Experience	8	8	8	6		25	187.5
	2 Category 2							631.25
	Demonstrated Competence	8	8	8	8		30	240
	Experience	8	8	8	6		25	187.5

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Combined Technical Scoring

		EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
		1	2	3	4	0		
	Demonstrated Competence	8	8	8	9		30	247.5
	Experience	8	8	8	8		25	200
	4 Category 4							
	Demonstrated Competence						30	
	Experience						25	
	5 Category 5							
	Demonstrated Competence						30	
	Experience						25	
	6 Category 6							
	Demonstrated Competence						30	
	Experience						25	
	7 Category 7							658.75
	Demonstrated Competence	8	8	8	9		30	247.5
	Experience	8	8	8	8		25	200
	8 Category 8							645
	Demonstrated Competence	7	8	8	9		30	240
	Experience	7	8	8	8		25	193.75
	9 Category 9							658.75
	Demonstrated Competence	8	8	8	9		30	247.5
	Experience	8	8	8	8		25	200
VENDOR 33	General							181.25
STAR ASSET SECURITY	Conformance with RFP Terms	10	5	8	6		15	108.75
	Reporting	7	6	8	8		10	72.5
	Financial Stability	p	p	p	p		P/F	
	1 Category 1							551.25
	Demonstrated Competence	8	5	8	5		30	195
	Experience	7	5	8	8		25	175
	2 Category 2							557.5
	Demonstrated Competence	8	5	8	5		30	195
	Experience	8	5	8	8		25	181.25
	3 Category 3							551.25
	Demonstrated Competence	8	5	8	5		30	195

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Combined Technical Scoring

		EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
		1	2	3	4	0		
	Experience	7	5	8	8		25	175
	4 Category 4							551.25
	Demonstrated Competence	8	5	8	5		30	195
	Experience	7	5	8	8		25	175
	5 Category 5							543.75
	Demonstrated Competence	7	5	8	5		30	187.5
	Experience	7	5	8	8		25	175
	6 Category 6							571.25
	Demonstrated Competence	9	5	8	5		30	202.5
	Experience	9	5	8	8		25	187.5
	7 Category 7							571.25
	Demonstrated Competence	9	5	8	5		30	202.5
	Experience	9	5	8	8		25	187.5
	8 Category 8							
	Demonstrated Competence						30	
	Experience						25	
	9 Category 9							563.75
	Demonstrated Competence	8	5	8	5		30	195
	Experience	8	5	8	9		25	187.5
VENDOR 34	General							180
SURVEILLANCE SYSTEMS INCORPORATED	Conformance with RFP Terms	10	6	6	8		15	112.5
	Reporting	7	6	6	8		10	67.5
	Financial Stability	p	p	p	p		P/F	
	1 Category 1							
	Demonstrated Competence						30	
	Experience						25	
	2 Category 2							
	Demonstrated Competence						30	
	Experience						25	
	3 Category 3							
	Demonstrated Competence						30	
	Experience						25	

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Combined Technical Scoring

EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
1	2	3	4	0		

4 Category 4							
Demonstrated Competence					30		
Experience					25		
5 Category 5							
Demonstrated Competence					30		
Experience					25		
6 Category 6							
Demonstrated Competence					30		
Experience					25		
7 Category 7							
Demonstrated Competence					30		
Experience					25		
8 Category 8							
Demonstrated Competence					30		
Experience					25		
9 Category 9							543.75
Demonstrated Competence	7	6	6	7	30		195
Experience	7	6	6	8	25		168.75
VENDOR 35	General						192.5
SYSTEMS ENGINEERING INC	Conformance with RFP Terms	10	7	8	5	15	112.5
	Reporting	9	7	8	8	10	80
	Financial Stability	p	p	p	p	P/F	
1 Category 1							613.75
Demonstrated Competence	9	7	8	8	30		240
Experience	9	7	8	5	25		181.25
2 Category 2							600
Demonstrated Competence	8	7	8	8	30		232.5
Experience	8	7	8	5	25		175
3 Category 3							613.75
Demonstrated Competence	9	7	8	8	30		240
Experience	9	7	8	5	25		181.25
4 Category 4							

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Combined Technical Scoring

EVAL 1 EVAL 2 EVAL 3 EVAL 4 EVAL 5 WEIGHT SCORE
 1 2 3 4 0

Demonstrated Competence						30	
Experience						25	
5 Category 5							
Demonstrated Competence						30	
Experience						25	
6 Category 6							
Demonstrated Competence						30	
Experience						25	
7 Category 7							
Demonstrated Competence						30	
Experience						25	
8 Category 8							
Demonstrated Competence						30	
Experience						25	
9 Category 9							
Demonstrated Competence						30	
Experience						25	



VENDOR 36	General						185
TEC PRO	Conformance with RFP Terms	10	6	7	7	15	112.5
	Reporting	8	6	7	8	10	72.5
	Financial Stability	p	p	p	p	P/F	
	1 Category 1						576.25
	Demonstrated Competence	8	6	7	7	30	210
	Experience	8	6	7	8	25	181.25
	2 Category 2						576.25
	Demonstrated Competence	8	6	7	7	30	210
	Experience	8	6	7	8	25	181.25
	3 Category 3						576.25
	Demonstrated Competence	8	6	7	7	30	210
	Experience	8	6	7	8	25	181.25
	4 Category 4						
	Demonstrated Competence					30	

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Combined Technical Scoring

EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
1	2	3	4	0		

Experience					25	
5 Category 5						
Demonstrated Competence					30	
Experience					25	
6 Category 6						
Demonstrated Competence					30	
Experience					25	
7 Category 7						
Demonstrated Competence					30	
Experience					25	
8 Category 8						562.5
Demonstrated Competence	8	5	7	7	30	202.5
Experience	8	5	7	8	25	175
9 Category 9						562.5
Demonstrated Competence	7	6	7	7	30	202.5
Experience	7	6	7	8	25	175

VENDOR 37

General						205
TECHNOLOGY SOLUTION OF CHARLE						
Conformance with RFP Terms	10	7	8	9	15	127.5
Reporting	8	7	8	8	10	77.5
Financial Stability	p	p	p	p	P/F	
1 Category 1						652.5
Demonstrated Competence	9	7	8	9	30	247.5
Experience	9	7	8	8	25	200
2 Category 2						652.5
Demonstrated Competence	9	7	8	9	30	247.5
Experience	9	7	8	8	25	200
3 Category 3						638.75
Demonstrated Competence	8	7	8	9	30	240
Experience	8	7	8	8	25	193.75
4 Category 4						
Demonstrated Competence					30	
Experience					25	

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EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
1	2	3	4	0		

5 Category 5							
Demonstrated Competence						30	
Experience						25	
6 Category 6							
Demonstrated Competence						30	
Experience						25	
7 Category 7							638.75
Demonstrated Competence						30	240
Experience						25	193.75
8 Category 8							652.5
Demonstrated Competence						30	247.5
Experience						25	200
9 Category 9							
Demonstrated Competence						30	
Experience						25	
VENDOR 38	General						130
UTAH YAMAS CONTROLS	Conformance with RFP Terms						90
	Reporting						40
	Financial Stability						P/F
1 Category 1							396.25
Demonstrated Competence						30	135
Experience						25	131.25
2 Category 2							396.25
Demonstrated Competence						30	135
Experience						25	131.25
3 Category 3							396.25
Demonstrated Competence						30	135
Experience						25	131.25
4 Category 4							
Demonstrated Competence						30	
Experience						25	
5 Category 5							

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EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
1	2	3	4	0		

	Demonstrated Competence					30	
	Experience					25	
	6 Category 6						
	Demonstrated Competence					30	
	Experience					25	
	7 Category 7						
	Demonstrated Competence					30	
	Experience					25	
	8 Category 8						388.75
	Demonstrated Competence	5	3	4	5	30	127.5
	Experience	5	3	4	9	25	131.25
	9 Category 9						
	Demonstrated Competence					30	
	Experience					25	
VENDOR 39	General						191.25
WASATCH CONTROLS	Conformance with RFP Terms	10	7	6	8	15	116.25
	Reporting	9	7	6	8	10	75
	Financial Stability	p	p	p	p	P/F	
	1 Category 1						603.75
	Demonstrated Competence	9	7	6	8	30	225
	Experience	9	7	6	8	25	187.5
	2 Category 2						610
	Demonstrated Competence	9	7	6	8	30	225
	Experience	9	7	6	9	25	193.75
	3 Category 3						610
	Demonstrated Competence	9	7	6	8	30	225
	Experience	9	7	6	9	25	193.75
	4 Category 4						
	Demonstrated Competence					30	
	Experience					25	
	5 Category 5						
	Demonstrated Competence					30	

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EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
1	2	3	4	0		

Experience					25	
6 Category 6						
Demonstrated Competence					30	
Experience					25	
7 Category 7						582.5
Demonstrated Competence	7	7	6	8	30	210
Experience	7	7	6	9	25	181.25
8 Category 8						568.75
Demonstrated Competence	7	7	6	7	30	202.5
Experience	7	7	6	8	25	175
9 Category 9						
Demonstrated Competence					30	
Experience					25	



VENDOR 40							
General							0
0 Conformance with RFP Terms					15		
Reporting					10		
Financial Stability					P/F		
1 Category 1							
Demonstrated Competence					30		
Experience					25		
2 Category 2							
Demonstrated Competence					30		
Experience					25		
3 Category 3							
Demonstrated Competence					30		
Experience					25		
4 Category 4							
Demonstrated Competence					30		
Experience					25		
5 Category 5							
Demonstrated Competence					30		
Experience					25		

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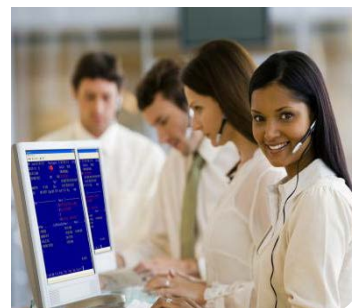
Combined Technical Scoring

EVAL 1 EVAL 2 EVAL 3 EVAL 4 EVAL 5 WEIGHT SCORE
1 2 3 4 0

	EVAL 1	EVAL 2	EVAL 3	EVAL 4	EVAL 5	WEIGHT	SCORE
6 Category 6							
Demonstrated Competence						30	
Experience						25	
7 Category 7							
Demonstrated Competence						30	
Experience						25	
8 Category 8							
Demonstrated Competence						30	
Experience						25	
9 Category 9							
Demonstrated Competence						30	
Experience						25	



NASPO ValuePoint
Security & Fire Protection Services
Nevada Solicitation Number 3407
Part 1A – Technical Proposal





SimplexGrinnell LP
50 Technology Drive
Westminster, MA 01441

(978) 731-2500
www.tycosimplexgrinnell.com

May 23, 2017

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

Dear Ms. Miller:

SimplexGrinnell is submitting a proposal for all categories of work in this solicitation. This includes the following RFP Section Numbers and descriptions:

RFP Section	Category
1.1 (including all subsections)	Category 1 – Access Control Systems
1.2 (including all subsections)	Category 2 – Burglar Alarm Systems
1.3 (including all subsections)	Category 3 – Surveillance Services And Equipment
1.4 (including all subsections)	Category 4 - Portable Fire Extinguishers
1.5 (including all subsections)	Category 5 - Fire Extinguishing Systems
1.6 (including all subsections)	Category 6 - Fire Sprinkler Systems
1.7 (including all subsections)	Category 4 - Fire Alarm/Protective Hazard Signaling Systems
1.8 (including all subsections)	Category 8: High Security Control Systems
1.9 (including all subsections)	Category 9: Inspections & Monitoring

SimplexGrinnell's mission is to develop the most cost-effective and comprehensive solution to your life safety systems and service needs. SimplexGrinnell stands ready to provide world-class products, service and support. We offer to work closely with your personnel to ensure that your systems and service needs are met well into the future. Our customers have relied on SimplexGrinnell personnel and technology to protect thousands of lives and millions of dollars worth of property.

Our One-Stop-Shop offering includes total support for all fire alarm, fire detection, fire protection, integrated security, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Many SimplexGrinnell projects have been time-critical multi-million dollar efforts incorporating both design and build requirements. As a prime contractor, we have installed our equipment while maintaining a customer's existing system.



We understand the RFP states the following:

4.3 Participating State Terms and Conditions

As a courtesy to Offerors, some Participating State specific Terms and Conditions are provided in Attachments to this solicitation. These are for informational purposes only and will be negotiated with other Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offerors shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.

SimplexGrinnell understands we may be required to negotiate additional Terms and Conditions of participating states when executing a Participating Addendum.

Our organization's capabilities include service support for annual inspections, testing, and maintenance of all major brands of fire alarm, fire sprinkler, portable fire extinguisher, emergency lighting, access control, closed circuit TV, intrusion detection systems, sound and communications equipment. Our trained technicians have extensive expertise in a wide range of low voltage equipment. A large percentage of these technicians have worked for our organization for many years. They use state-of-the-art test equipment to ensure high quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our customers have consistently referred to SimplexGrinnell's life safety services as "Best-Value" for the following reasons:

- Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.
- Experienced technicians ensure that repairs are done right, and in a timely manner.
- Standardized reporting and documentation.
- Customized service plans to meet any customer's needs.
- Central station monitoring dedicated to the critical needs of commercial buildings.

Our wish is to build a long-term relationship, providing you with the certainty that the Life Safety systems in your facilities are functioning at their optimum level.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron W. Saak".

Aaron W. Saak
President, Tyco SimplexGrinnell

Proposal For:

NASPO ValuePoint
Security & Fire Protection Services
Nevada Solicitation Number 3407

Part 1A – Technical Proposal

Electronic on a Flash Drive

Submitted to:

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

Date:

May 23, 2017

Submitted by:



50 Technology Drive
Westminster, MA 01441

Contact Name and Phone Number:

Name: Mr. Thomas Staves

Phone: (443) 676-8813

Email: tstaves@simplexgrinnell.com

SimplexGrinnell Corporate Address:



50 Technology Drive
Westminster, MA 01441

Section I

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NASPO ValuePoint
Security & Fire Protection Services
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NASPO ValuePoint
Security & Fire Protection Services
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Part 1A - Technical Proposal

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NASPO ValuePoint
Security & Fire Protection Services
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Part 1A – Technical Proposal
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Part 1A - Technical Proposal

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6.8	Providing Proof of Payment to Subcontractor(s)		4.4.1.a Bullet 8		
6.8.1	Methodology		4.4.1.a Bullet 4		
6.8.2	Processes		4.4.1.a Bullet 4		
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NASPO ValuePoint
Security & Fire Protection Services
Nevada Solicitation Number 3407
Part 1A – Technical Proposal
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Part 1A - Technical Proposal

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17.1	Negotiation Statements				

Section II

Vendor Information Sheet



2. Attachment D – Vendor Information Sheet

Our team understands the RFP requires the following:

Section 2 - Solicitation Requirements, Information and Instructions to Offerors

2.11.2 Part I A – Technical Proposal

Section II – Vendor Information Sheet

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

The completed and signed Attachment D – Vendor Information Sheet is included on the following pages.

VENDOR INFORMATION SHEET FOR RFP 3407

Vendor Must:

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

V1	Company Name	SimplexGrinnell LP.
----	--------------	----------------------------

V2	Street Address	50 Technology Drive
----	----------------	----------------------------

V3	City, State, ZIP	Westminster, MA 01441
----	------------------	------------------------------

V4	Telephone Number	
	Area Code: 443	Number: 676-8813

V5	Facsimile Number	
	Area Code: 978	Number: 731-4034

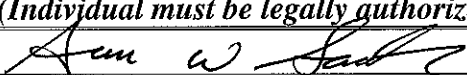
V6	Toll Free Number	
	Area Code: 800	Number: 746-7539

V7	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>	
	Name: Mr. Tom Staves	
	Title: National Sales Manager/ State Cooperative Contracts	
	Address: 50 Technology Drive, Westminster, MA 01441	
Email Address: tstaves@simplexgrinnell.com		

V8	Telephone Number for Contact Person	
	Area Code: 443	Number: 676-8813

V9	Facsimile Number for Contact Person	
	Area Code: 978	Number: 731-4034

V10	<i>Name of Individual Authorized to Bind the Organization</i>	
	Name: Aaron W. Saak	Title: President, Tyco SimplexGrinnell

V11	<i>Signature (Individual must be legally authorized to bind the vendor per NRS 333.337)</i>	
	Signature: 	Date: May 17, 2017

Section III

State Documents



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3. State Documents

Our team understands the RFP requires the following:

Section 2 - Solicitation Requirements, Information and Instructions to Offerors
2.11.2 Part I A – Technical Proposal

Section III – State Documents

The State documents tab must include the following:

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

3.1 Signature Page From All Amendments

We have submitted signed Amendments 1 & 2.

3.2 Attachment E - Confidentiality and Certification of Indemnification/Technical Proposal Certification of Compliance

Our team understands the RFP requires the following:

The State documents tab must include the following:

- Attachment E – Confidentiality and Certification of Indemnification/Technical Proposal Certification of Compliance with T&C of RFP with an original signature by an individual authorized to bind the organization.

We have attached the completed and Signed Attachment E - "Confidentiality and Certification of Indemnification/Technical Proposal Certification of Compliance".

3.3 Attachment F - Vendor Certifications

Our team understands the RFP requires the following:

The State documents tab must include the following:

- Attachment F – Vendor Certifications with an original signature by an individual authorized to bind the organization.

Please see Attachment F – Vendor Certifications" completed and signed.

3.4 Agreements

Our team understands the RFP requires the following:

The State documents tab must include the following:

- Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.

SimplexGrinnell is licensed by a number of industry leading Original Equipment Manufacturers.

3.4.1 Vendor Licensing Agreements

In an effort to minimize the overall size of this RFP response, SimplexGrinnell has provided "Line Card" listings of the products SimplexGrinnell is licensed to sell and/or maintain. Upon request, our team is available to provide specific vendor license.

3.4.2 Hardware Maintenance Agreements

Please reference included Fire and Security Product Line Cards.

3.4.3 Software Maintenance Agreements

Please reference included Fire and Security Product Line Cards

3.5 Certifications And/Or Licenses

Our team understands the RFP requires the following:

The State documents tab must include



Personnel from SimplexGrinnell and Other Tyco Companies (Ansil, Tyco Fire and Building Products) Are at the Forefront of NFPA Codes and Standards Development.

the following:

- Copies of applicable certifications and/or licenses.

SimplexGrinnell employees belong to numerous trade associations throughout the world. The list below includes key trade associations our personnel have memberships with:

- *American Payroll Association*
- *American Fire Sprinkler Association*
- *American Physical Plant Association (APPA)*
- *American National Standards Organization (ANSI)*
- *American Society for Testing and Materials (ASTM)*
- *American Society of Civil Engineers*
- *American Society of Industrial Security (ASIS)*
- *American Society of Mechanical Engineers*
- *American Society of Payroll Management*
- *Automatic Fire Alarm Association (AFAA)*
- *Building Officials and Code Administrators (BOCA)*
- *Building Owners and Managers of America*
- *Campus Safety, Health and Environmental Management Association*
- *Canadian Fire Alarm Association (CFAA)*
- *Center for Campus Fire Security (CCFS)*
- *Congressional Fire Services Institute (CFSI)*

-
- *Construction Owners Association of America (COAA)*
 - *Council of American Building Officials (CABO)*
 - *DOE Technical Standards Program*
 - *Factory Mutual System*
 - *Fire Protection Research Foundation (FPRF)*
 - *International Code Council (ICC)*
 - *International Congress of Building Officials (ICBO)*
 - *International Electrotechnical Commission (IEC)*
 - *International Organization for Standardization (ISO)*
 - *Institute of Electrical and Electronics Engineers (IEEE)*
 - *Institute of Management and Administration.*
 - *Intertek Testing Services/TL Testing Laboratories*
 - *ISA Directory of Instrumentation*
 - *ISO Standards*
 - *Loss Prevention Council*
 - *National Association of Fire Equipment Distributors (NAFED)*
 - *National Association of Home Builders (NAHB)*
 - *National Association of Rocketry*
 - *National Association of Women In Construction*
 - *National Black MBA Association (NBMBA)*
 - *National Burglar and Fire Alarm Association*
 - *National Electrical Manufacturers Association (NEMA)*
 - *National Fire Protection Association (NFPA)*
 - *National Fire Sprinkler Association (NFSA)*
 - *National Fire Code of Russia (NFCR)*
 - *National Institute for Certification in Engineering Technologies (NICET)*
 - *National Institute of Standards and Technology (NIST)*
 - *National Society of Hispanic MBA (NSHMBA)*
 - *National Systems Contractors Association (NSCA)*
 - *Professional Women in Construction*
 - *Omega Point Laboratories*
 - *Restaurant Facility Management Association*
 - *Society of Fire Protection Engineers (SFPE)*
 - *Society of Human Resource Managers*
 - *Southern Building Code Congress International (SBCCI)*
 - *SP, the Swedish National Testing and Research Institute*
 - *TRI/Environmental, Inc.*
 - *Underwriters Laboratories (UL)*
 - *Underwriters Laboratories of Canada (ULc)*
 - *World Institute for Security Enhancement (WISE)*

Professional certification says a lot about a company and an individual. It means you've invested the time to better yourself. That you care about the work

you do. And that you've raised the bar for everyone in the industry. Certification isn't an easy process; the programs are run by independent, third-parties. You can't charm your way in or curry favor with sponsorships; you have to prove yourself. Certification means something in our industry and is used as a benchmark of the people who work in life safety.

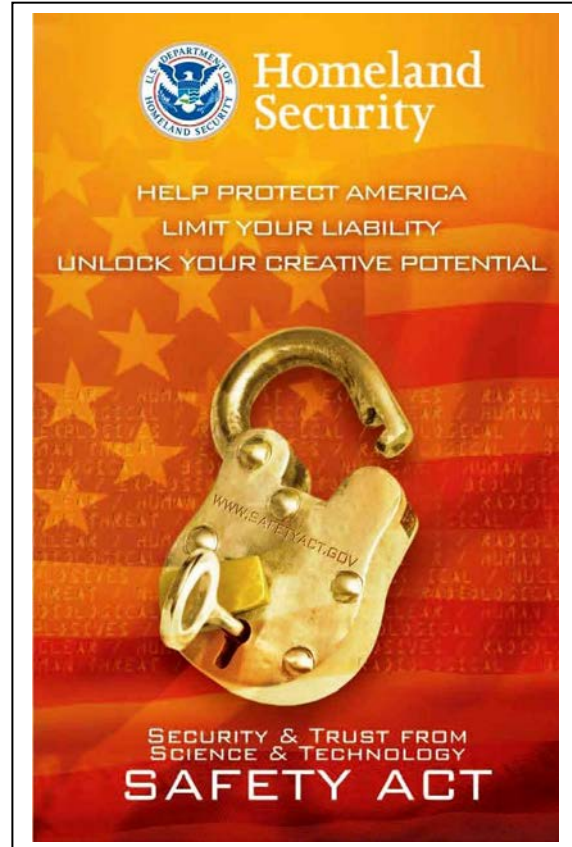
In addition to all of the individual licenses held by our employees in their particular disciplines, we have employees with certifications that range from NICET (National Institute for Certification of Engineering Technologists) and NFPA (National Fire Protection Association), district and branch offices certified by UL (Underwriters Laboratories), as well as SAFETY Act certification from U.S. Department of Homeland Security for SimplexGrinnell as a company.

SimplexGrinnell's NFPA Participation Demonstrates Industry Leadership

SimplexGrinnell is a recognized leader within NFPA. In fact, Individual SimplexGrinnell personnel participate in over 50 NFPA Technical Committees. Our professionals are particularly active in NFPA 72 (National Fire Alarm Code) and NFPA 13 (Standard for the Installation of Sprinkler Systems).

In addition, Mr. Roger Reiswig, our Director of Industry Relations, has written several articles for NFPA.

At the corporate level, SimplexGrinnell continues a longstanding commitment to the NFPA and its mission. Described as an "industry leader," SimplexGrinnell proudly supports the innovative spirit of NFPA events such



as the World Safety Conference and Exposition.

Our corporate support was mentioned in "WSCE Preview: What's New for 2005 World Safety Conference & Exposition® in June," an article in the May/June 2005 NFPA Journal:

SimplexGrinnell's active participation in NFPA indicates the company's leadership in the fire protection industry. Our company is committed to serving and supporting the NFPA prominently, just as we are dedicated to providing innovations that improve fire protection and safety for people worldwide.



3.5.1 Certifications

Department of Homeland Security SAFETY Act

SimplexGrinnell can deliver important new value as a leader in fire and life safety, an added layer of liability protection to help customers in the event of an act of terrorism. In offering this benefit to SimplexGrinnell customers, we are taking advantage of a landmark federal law designed to protect our country, our citizens and our critical assets with advanced anti-terrorism technologies. SimplexGrinnell passed the rigorous review of the U.S. Department of Homeland Security to earn certification for our security, fire and life-safety systems integration services under the SAFETY Act (Support Anti-Terrorism by Fostering Effective Technologies).

A Safety Net for Customers

Passed by Congress as part of the Homeland Security Act of 2002, the SAFETY Act is designed to deter terrorist attacks and protect the nation's citizens. It provides incentives for companies to develop and deploy anti-terrorism technologies without fear of excessive liability in the event of a terrorist attack on U.S. soil. The Act creates certain liability limitations for "claims arising out of, relating to, or resulting from an act of terrorism" where qualified anti-terrorism technologies or services have been employed. In effect, providers that have their technologies and services certified under the Act, such as SimplexGrinnell, can receive significant liability protection against third-party claims that may arise out of an act of homeland terrorism. More importantly, the Act extends these same benefits to our customers, giving

them access to legal liability protections in the event of a terrorist attack on U.S. soil. If a customer using SimplexGrinnell Security, Fire and Life-Safety Systems Integration services suffer damages from a homeland terrorist attack, that business or institution can be given legal liability protections against civil claims.

Certification Coverage

The SAFETY Act certification covers our array of services for integrated security, fire alarm, fire sprinkler, fire suppression, special hazards, emergency communications, nurse call, sound communications & monitoring. The coverage extends across our organization's full portfolio, from enterprise-wide, networked solutions to testing, inspection, maintenance, repair and central monitoring services.

Legal Liability Protection

Any organization with U.S. facilities that has identified security and life safety as a top priority and sees value in the legal liability protections available through the SAFETY Act can be a prime beneficiary of SimplexGrinnell's certification. This includes critical infrastructure industries such as government, commercial real estate, energy & utilities, transportation, healthcare, education & financial services as well as resorts, sporting venues and entertainment destinations. Public and private entities alike are eligible for SAFETY Act protections. SimplexGrinnell has a wealth of experience in delivering solutions that help customers protect life and property in mission-critical operations. The SAFETY Act certification strengthens our ability to meet critical needs in these vital industries.

Benefits Begin Immediately

Now that SimplexGrinnell's services are SAFETY Act certified, our customers

automatically and immediately receive the benefits and protections offered by the Act. Customers can gain these important advantages from the first day they deploy our solutions.

A Potentially Lower Cost of Ownership

SAFETY Act coverage can potentially lower a customer's total cost of ownership of a SimplexGrinnell solution. For example, in the event of a terrorist attack, customers could avoid significant legal and financial liability associated with civil claims, potentially resulting in significant cost savings.

Homeland Security & Defense Business Council Membership

SimplexGrinnell is proud to be a member of the Homeland Security & Defense Business Council, a non-profit, non-partisan corporate membership organization that serves as a conduit to build stronger relationships between senior leadership in the public & private sectors. The members work in concert with government officials & other leaders dedicated to achieving a "culture of preparedness" in our nation. The Council is also a strong advocate on behalf of the SAFETY Act.

UL Certification

Underwriter Lab (UL) is a safety science company that certifies, validates, tests, inspects, audits, advises, and trains. The requirement for UL system certification varies by area, even within the same state. The process every aspect of a fire system, extending beyond the usual codes and standards. For example, when a fire system is installed, UL certification would involve very specific documentation and verification process: documenting each piece of equipment,

ensuring that each piece bears a UL sticker and is a listed product; confirming the number and color of wires, and so on.

Other UL certifications apply to our district or regional offices and must be renewed yearly. These address areas with a lower incidence of false alarms because systems are being installed and maintained properly. UL certification simply makes systems better for our customers and our company is audited by UL every three years to help ensure a quality program.

SimplexGrinnell also have UL-certified products ranging from smoke detectors for special applications to Central Station protective signaling devices.

NFPA Certification

NFPA (National Fire Protection Association) certification puts an individual into an elite group with exceptional and extraordinarily comprehensive knowledge. NFPA's Certified Fire Protection Specialist (CFPS) program is extremely challenging and a limited number of individuals worldwide have been certified. We have NFPA-certified resources on staff, ranging from technicians to managers, who can offer their expertise to our employees company-wide.

NFPA does not write codes or standards themselves; they facilitate all-volunteer committees of fire safety professionals who represent all aspects of the industry: enforcers such as AHJs; installers, engineers, owners, and maintenance technicians. The NFPA guides the discussions, bringing the volunteers together to review industry activity and work to reach consensus to develop codes.



SimplexGrinnell Technicians Have Extensive Experience in the Fire Protection Industry.

SimplexGrinnell is proud to have numerous volunteers working to improve fire safety via NICET committees. It keeps us on the cutting edge of industry changes and helps us drive improvements that better the life-safety industry. We think of safety first, always, voting for new codes even if it will require us to change our products to comply.

NICET Certification

Amendment 2

11. In the proposal is the section of application certifications/licenses, does that include technician certifications and business licenses? Does it also include any disadvantaged business enterprise certifications?

Vendor must state that all technicians are certified and/or licensed; certifications may be required for each Participating State.

Our top-quality service workforce includes over 1,700 NICET-certified technicians and that number grows every year. NICET (National Institute for Certification of Engineering Technologists) is significant in our

industry. Individuals test based on their area(s) of life-safety discipline, such as fire alarm systems, sprinkler design, sprinkler inspector, inspection and testing of water-based systems, special hazards suppression systems, water-based layout, audio systems (for low-voltage communications such as public address and sound-reinforcement systems), video security systems designer/technician (a security certification). Individuals are certified as they pass different levels of testing, with one to four levels per discipline: beginner, intermediate, advanced, and expert. Each level can involve dozens of tests.

We have attached a listing of current SimplexGrinnell license/registration numbers.

Our company focus on helping our workforce train for, test and achieve NICET certification improves our ability to safeguard your people and property. Our workforce includes NICET-certified technicians in every state where certification is required, but we also strongly recommend certification for all of our technicians. The bottom line? We have high caliber people who take their jobs seriously and we support them during their continuous efforts to advance their skills. It's part of our commitment to always bring you the best in fire and life-safety protection.

3.5.2 Licenses

SimplexGrinnell is legally qualified to do business in all North America, with more than 120 offices in USA and Canada.

SimplexGrinnell LP is licensed by numerous state and local authorities to engage in fire sprinkler, fire alarm, fire suppression and security system contracting and related activities. Information regarding relevant licenses may be provided upon request. License information is also available at www.tycosimplexgrinnell.com.

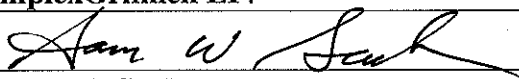


SUBJECT: Amendment 1 to Request for Proposal 3407
RFP TITLE: Security & Fire Protection Services
DATE OF AMENDMENT: April 11, 2017
DATE OF RFP RELEASE: March 22, 2017
OPENING DATE: May 23, 2017
OPENING TIME: 2:00 PM
CONTACT: Ronda Miller, Purchasing Officer II

The following shall be a part of RFP **3407**. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

ALL ELSE REMAINS THE SAME FOR RFP 3407.

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: SimplexGrinnell LP.
Authorized Signature: 
Title: President, Tyco SimplexGrinnell Date: May 17, 2017

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal.

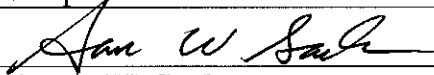


SUBJECT: Amendment 2 to Request for Proposal 3407
RFP TITLE: Security & Fire Protection Services
DATE OF AMENDMENT: April 25, 2017
DATE OF RFP RELEASE: March 22, 2017
OPENING DATE: May 23, 2017
OPENING TIME: 2:00 PM
CONTACT: Ronda Miller, Purchasing Officer II

The following shall be a part of RFP **3407**. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

ALL ELSE REMAINS THE SAME FOR RFP 3407.

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: SimplexGrinnell LP.
Authorized Signature: 
Title: President, Tyco SimplexGrinnell Date: May 17, 2017

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal.

ATTACHMENT E – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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

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

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

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

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

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

Part IB – Confidential Technical Information		
<input checked="" type="radio"/> YES		<input type="radio"/> NO
Justification for Confidential Status		
SECTION NUMBER	SECTION TITLE	Justification for Confidential Status
4.	Section 3 – Scope of Work	This Section contains information on SimplexGrinnell’s methods for providing service, meeting customer expectation etc. The release of such information would provide a windfall of insight and access to competitors who may not have invested time and resources to develop similar processes, personnel or client leads.
7	Business References	The information marked “Proprietary and Confidential” contains information regarding customers and SimplexGrinnell personnel, including names, telephone numbers and locations. Such information is crucial to SimplexGrinnell’s ongoing business with governments as well as with commercial customers and is literally a road map to competing with a company for future business. The business contacts and plans are closely guarded because they are costly to develop and enable SimplexGrinnell to pursue business efficiently. The release of such information would provide a windfall of insight and access to competitors who may not have invested time and resources to develop similar leads.
8	Vendor Staff Resumes	The personnel information provided consists of employee names, titles, backgrounds and contact information. The release of such information would enable competitors to seek to hire SimplexGrinnell employees best suited to compete for business of the type to be performed on the project or other work to be pursued by the company. .
9	Customer Service	This Section contains information on SimplexGrinnell method of identifying and resolving solving customer’s issues, key account people, including names, titles, credentials and contact information, hours of operations, response time. The release of such information would provide a windfall of insight and access to competitors who may not have invested time and resources to develop similar processes, personnel or client leads.

10.	Promotion of the NASPO ValuePoint Master Agreement	This section includes SimplexGrinnell's method on promoting the use of Master Agreement, managing due dates for administrative fee payments and usage report. This information is crucial to Tyco's ongoing business and is literally a road map to competing with our company in future business. The release of such information would provide access to competitors who may not have invested the same time and resources to develop similar leads.
11	Usage Fee and Reporting Plan	This Section contains information on SimplexGrinnell's plan for meeting the usage fee and reporting requirement for this customer, credentials of the person responsible for providing the mandatory usage reports, collection method used in usage data, frequency and distribution method. The release of such information would provide a windfall of insight and access to competitors who may not have invested time and resources to develop similar processes, personnel or client leads.
15	NASPO ValuePoint Administrative Fee and Reporting Requirements	This Section contains information on SimplexGrinnell's person responsible for providing the mandatory usage report. The release of such information would provide a windfall of insight and access to competitors who may not have invested time and resources to develop similar processes, personnel or client leads.
16	NASPO ValuePoint eMarket Center	This section includes SimplexGrinnell's method on supporting The eMarket center through electronic hosted catalog or Unique ordering instructions. This information is crucial to Tyco's ongoing business and is literally a road map to competing with our company in future business. The release of such information would provide access to competitors who may not have invested the same time and resources to develop similar leads.

A Public Records CD or Flash Drive has been included for the Technical and Cost Proposal

YES

NO (See note below)

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

Part III – Confidential Financial Information

YES

NO

Justification for Confidential Status

We understand Section 4.1 Mandatory Minimum Administrative Proposal Requirements states the following:

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

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

SimplexGrinnell LP.

Company Name

Aaron W. Saak

Signature

**Aaron W. Saak, President,
Tyco SimplexGrinnell**

Print Name

May 17, 2017

Date

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

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

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

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

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

SimplexGrinnell LP.

Company Name

Aaron W. Saak

Signature

Aaron W. Saak

President, Tyco SimplexGrinnell

Print Name

May 17, 2017

Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab V of vendor's technical proposal

ATTACHMENT F – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
- (7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

SimplexGrinnell LP.

Vendor Company Name



Vendor Signature

Aaron W. Saak

President, Tyco SimplexGrinnell

Print Name

May 17, 2017

Date

Simplex	Fire Alarm Systems & Devices
Notifier – Via JCI Merger	Fire Alarm Systems & Devices
Fire-lite Alarms	Fire Alarm Systems & Devices
GE Fire EST	Fire Alarm Systems & Devices
System Sensor	Detection, A/V devices, Waterflow
Wheelock	A/V devices, Voice Evacuation Systems
Bosch - Fire	Fire Alarm Systems & Devices
GE Fire - other	Systems & Smoke Detectors
DSC	Smoke Detector
Code Blue	Outdoor Emergency Call System
Alert One	Companion Services
Gentex	A/V devices
TSP Fire Panel	Fire Alarm Systems & Devices
VESDA Systems	Very Early Warning Devices
Xtralis	Laser Flame Detection

Line Sheet Listing Major Suppliers of Security & Emergency Communications Equipment

<i>Company</i>	<i>Products</i>	<i>Time Represented (as of 2/2016)</i>
<u>American Dynamics(AD)</u>	<i>Video Products and Systems, Analog Video, Digital Video Recording</i>	<i>14 years</i>
<u>American Signal Corporation</u>	<i>Outdoor Wireless Large Speakers, Emergency Communications</i>	<i>11 years</i>
<u>Arecont Vision</u>	<i>CCTV – IP Network Cameras, Network Video Recording</i>	<i>10 years</i>
<u>Assa Abloy DSS</u>	<i>Lock Hardware</i>	<i>25 years</i>
<u>AtHoc (Desktop Alerts, System Integrations)</u>	<i>Emergency Communication</i>	<i>7 years</i>
<u>Automatic Control Systems</u>	<i>Turnstiles/Optical Portals</i>	<i>25 years</i>
<u>Axis Communications</u>	<i>Wireless CCTV -IP Network Cameras, Network Video Recording</i>	<i>12 years</i>
<u>Bosch Security Systems</u>	<i>CCTV Systems, Intrusion, Analog Video, Digital Video Recording, Sensors</i>	<i>30 years</i>
<u>Code Blue</u>	<i>Emergency Communications</i>	<i>15 years</i>
<u>Commend</u>	<i>Emergency Communications</i>	<i>9years</i>
<u>Cooper Notification - WAVES</u>	<i>Outdoor Wireless Large Speaker Array Voice Systems - Indoor Voice Systems - Text Messaging Subscription Services, Emergency Communications</i>	<i>9 years</i>
<u>Dell</u>	<i>Video Storage</i>	<i>9 years</i>
<u>Digital Security Controls</u>	<i>Intrusion Control Panels, Sensors</i>	<i>13 years</i>
<u>DVTel</u>	<i>CCTV – Network Video Recording,</i>	<i>9 years</i>
<u>Dynalock</u>	<i>Electromagnetic Locks. Lock Hardware</i>	<i>30 years</i>
<u>ExacqVision</u>	<i>Network Video Management Systems</i>	<i>11 years</i>
<u>Fargo</u>	<i>ID / Access Badge Printers</i>	<i>30 years</i>
<u>Firetide</u>	<i>Wireless Mesh Network</i>	<i>9 years</i>
<u>FLIR (Thermal Imaging)</u>	<i>IP Network Cameras</i>	<i>17 years</i>
<u>Genetec</u>	<i>Digital Video Surveillance Systems</i>	<i>10 years</i>
<u>HES (Strikes)</u>	<i>Lock Hardware</i>	<i>25 years</i>
<u>Hewlett Packard via Burgess Computer Decisions</u>	<i>Video Storage</i>	<i>7 years</i>
<u>HID Corp.</u>	<i>Readers and Access Cards</i>	<i>32 years</i>

5/22/2017

Company	Products	Time Represented (as of 2/2016)
<u>Inova Solutions</u>	<i>Emergency Communication</i>	10 years
<u>Interlogix - International Fiber Systems</u>	<i>Fiber Optic Transmission</i>	30 years
<u>Intransa</u>	<i>Video Storage</i>	9 years
<u>IQInvision#</u>	<i>IP Network Cameras</i>	7years
<u>Kantech</u>	<i>Integrated Security Systems</i>	13 years
<u>Keyscan (Canada Only)</u>	<i>Integrated Security Systems</i>	13 years
<u>LI Identity Solutions</u>	<i>Fingerprints</i>	10 years
<u>Lenel Systems International (JCI Merger)</u>	<i>Integrated Security Systems</i>	1 years
<u>Mate Intelligent Video</u>	<i>Video Analytics</i>	10 years
<u>Middle Atlantic Products</u>	<i>Vertical Racking and Consoles</i>	15 years
<u>Milestone</u>	<i>CCTV – Network Video Recording</i>	9 years
<u>OnSSI</u>	<i>Digital Video Management</i>	9 years
<u>Pelco</u>	<i>CCTV – Network Video Recording, Fiber Optic Transmission, Analog Video, Digital Video Recording</i>	30 years
<u>Pivot 3</u>	<i>Video Storage</i>	7 years
<u>S2 Security Systems</u>	<i>Access Control, Alarm Monitoring, Video Surveillance, and Temperature Monitoring</i>	10 years
<u>Salient Systems</u>	<i>Network Video Management Systems</i>	7 years
<u>Schneider Electric (Continuum)</u>	<i>Access Control Platforms and Pelco CCTV</i>	19 years
<u>Securitron</u>	<i>Lock Hardware</i>	25 years
<u>Sielox</u>	<i>Security Software</i>	25 years
<u>Software House</u>	<i>Integrated Security Systems</i>	13 years
<u>Sony</u>	<i>CCTV Systems, Network Video Recording</i>	13 years
<u>Talk-A-Phone</u>	<i>Emergency Communications</i>	15 years
<u>Tomsed</u>	<i>Turnstiles/Optical Portals</i>	10 years
<u>Ultra MagiCard/ Ultra Electronics</u>	<i>ID / Access Badge Printers</i>	25 years
<u>UTC Fire and Security - Facility Commander Wnx</u>	<i>Access Control Platforms</i>	13 years
<u>UTC Sentrol</u>	<i>Sensors</i>	25 years
<u>Vicon</u>	<i>CCTV – Network Video Recording, Analog Video, Digital Video Recording, Network Video Recording</i>	10 years
<u>VideoIQ#</u>	<i>IP Network Cameras</i>	7 years
<u>Winsted</u>	<i>Vertical Racking and Consoles</i>	25 years

State	District Office	Agency	Vendor Name	Licenseid
AK	Anchorage AK (449)	Alaska State	State of Alaska	28439
AK	Anchorage AK (449)	Alaska State	State of Alaska	288442
AK	Anchorage AK (449)	Anchorage	Municipal Clerk's Off City of Anchorage	0295
AK	Anchorage AK (449)	Bethel	City of Bethel	9526
AK	Anchorage AK (449)	Cordova	City of Cordova	1023
AK	Anchorage AK (449)	Dillingham	City of Dillingham	1574
AK	Anchorage AK (449)	Haines Borough	Haines Borough, Alaska	1328
AK	Anchorage AK (449)	Juneau	City & County of Juneau	Juneau
AK	Anchorage AK (449)	Matanuska-Susitna	Matanuska- Susitna Borough	13531
AK	Anchorage AK (449)	Nome	City of Nome	10297
AK	Anchorage AK (449)	Palmer	City of Palmer	5287
AK	Anchorage AK (449)	Saint Paul	City of Saint Paul	Saint Paul
AK	Anchorage AK (449)	Seward	City of Seward	3527
AK	Anchorage AK (449)	Skagway	Municipality of Skagway	14072 SIMP-G
AK	Anchorage AK (449)	Unalaska	City of Unalaska	1904
AK	Anchorage AK (449)	Valdez	City of Valdez	259
AK	Anchorage AK (449)	Wasilla	City of Wasilla	14 00004669
AK	Fairbanks AK (415)	North Pole	City of North Pole	2237
AK	Fairbanks AK (415)	Sitka	City & Borough of Sitka	Sitka
AL	Birmingham AL (Irondale - 205)	Addison AL	Town of Addison	238990
AL	Birmingham AL (Irondale - 205)	Alabama State	AESBL	13-104
AL	Birmingham AL (Irondale - 205)	Alabama State	AL Dept of Insurance	3671
AL	Birmingham AL (Irondale - 205)	Alabama State	AL Dept of Insurance	A-0211
AL	Birmingham AL (Irondale - 205)	Alabama State	Alabama Dept of Insurance	0008
AL	Birmingham AL (Irondale - 205)	Alabama State	Lic Board for General Cont.	28259
AL	Birmingham AL (Irondale - 205)	Arley	RDS TaxTrust Acct/Town of Arley,AL	9642002843
AL	Birmingham AL (Irondale - 205)	Beaverton AL	RDSTaxTrus t Acct/Town of	9756001425
AL	Birmingham AL (Irondale - 205)	Berry	Beaverton,AL Town of Berry	20140026
AL	Birmingham AL (Irondale - 205)	Bridgeport	RDS TaxTrust Acct/City of Bridgeport	9411005741
AL	Birmingham AL (Irondale - 205)	Butler, AL	RDSTax Trust Acct/Town of Butler,AL	APL ButlerTown

AL	Birmingham AL (Irondale - 205)	Calera	City of Calera	0002185
AL	Birmingham AL (Irondale - 205)	Calhoun	Barry E. Robertson, Commissioner of Licenses	1759
AL	Birmingham AL (Irondale - 205)	Camden	RDS TaxTrust Acct/Town of Camden AL	APL Camden
AL	Birmingham AL (Irondale - 205)	Carrollton	Town of Carrollton	6878
AL	Birmingham AL (Irondale - 205)	Centre	City of Centre	2014-686
AL	Birmingham AL (Irondale - 205)	Chelsea	RDS TaxTrust Acct/City of Chelsea, AL	9158009286
AL	Birmingham AL (Irondale - 205)	Clanton	City of Clanton	317209
AL	Birmingham AL (Irondale - 205)	Cleveland	Tax Trust Account Alatax	9496001644
AL	Birmingham AL (Irondale - 205)	Columbiana	City of Columbiana	14155
AL	Birmingham AL (Irondale - 205)	Cottonwood AL	RDSTax Trust Acct/Cottonwood Town	APL Cottonwood
AL	Birmingham AL (Irondale - 205)	Cuba	Tax Trust Account	9712000054
AL	Birmingham AL (Irondale - 205)	Demopolis	City of Demopolis	01102
AL	Birmingham AL (Irondale - 205)	Douglas	Tax Trust Account Alatax	9646001035
AL	Birmingham AL (Irondale - 205)	Eclectic	Tax Trust Account Alatax	9395002813
AL	Birmingham AL (Irondale - 205)	Enterprise	City of Enterprise	ID # 2839
AL	Birmingham AL (Irondale - 205)	Fayette	City of Fayette	291
AL	Birmingham AL (Irondale - 205)	Fort Payne	City of Fort Payne	2434
AL	Birmingham AL (Irondale - 205)	Fultondale	RDSTax Trust Acct/City of Fultondale AL	APL Fultondale
AL	Birmingham AL (Irondale - 205)	Glencoe	City of Glencoe	2014-28
AL	Birmingham AL (Irondale - 205)	Gordo	Gordo, Town of	9393001190
AL	Birmingham AL (Irondale - 205)	Gurley	Tax Trust Account/Tpwn of Gurley	9480004939
AL	Birmingham AL (Irondale - 205)	Haleyville	RDSTax Trust Acct/Haleyville, AL	9000005205
AL	Birmingham AL (Irondale - 205)	Hamilton	RDS TaxTrust Acct/City of Hamilton	9359015127
AL	Birmingham AL (Irondale - 205)	Hanceville	City of Hanceville	919

AL	Birmingham AL (Irondale - 205)	Heflin	City of Heflin	0033
AL	Birmingham AL (Irondale - 205)	Hoover	City of Hoover	14-00101908
AL	Birmingham AL (Irondale - 205)	Jasper	City of Jasper	Jasper
AL	Birmingham AL (Irondale - 205)	Jefferson County	Travis A. Hulsey, Director	09007229
AL	Birmingham AL (Irondale - 205)	LaFayette	City of LaFayette	15095
AL	Birmingham AL (Irondale - 205)	Leeds	City of Leeds	4872
AL	Birmingham AL (Irondale - 205)	Linden	City of Linden	3959/7877
AL	Birmingham AL (Irondale - 205)	Lineville	City of Lineville	1246
AL	Birmingham AL (Irondale - 205)	Littleville	Town of Littleville	2013000340
AL	Birmingham AL (Irondale - 205)	Livingston	Tax Trust Account - City of Livingston	Livingston
AL	Birmingham AL (Irondale - 205)	Locust Fork	Town of Locust Fork	14-7290
AL	Birmingham AL (Irondale - 205)	Maplesville	RDSTax Trust Acct/Maplesville Town,AL	APL Maplesville
AL	Birmingham AL (Irondale - 205)	Midfield	RDSTax Trust Acct/City of Midfield	9375004036
AL	Birmingham AL (Irondale - 205)	Millport	Town of Millport	9100000460
AL	Birmingham AL (Irondale - 205)	Montevallo	City of Montevallo	1330-1
AL	Birmingham AL (Irondale - 205)	Montgomery AL	City of Montgomery Fire/Rescue Dept.	APL ALRM Monitoring
AL	Birmingham AL (Irondale - 205)	Montgomery AL	City of Montgomery Fire/Rescue Dept.	APL FA Contractor
AL	Birmingham AL (Irondale - 205)	Montgomery AL	City of Montgomery Fire/Rescue Dept.	APL SPKLR
AL	Birmingham AL (Irondale - 205)	Moody	City of Moody	ID 2432
AL	Birmingham AL (Irondale - 205)	Moundville	City of Moundville	2014-2095
AL	Birmingham AL (Irondale - 205)	Mount Vernon	Town of Mount Vernon	New-Gross
AL	Birmingham AL (Irondale - 205)	Mountain Brook	City of Mountain Brook	200801721
AL	Birmingham AL (Irondale - 205)	Muscle Shoals	City of Muscle Shoals	2014000001015
AL	Birmingham AL (Irondale - 205)	Nauvoo	Town of Nauvoo	NAUVOO
AL	Birmingham AL (Irondale - 205)	New Hope	City of New Hope	20090000045
AL	Birmingham AL (Irondale - 205)	Odenville	City of Odenville	2014-4927

AL	Birmingham AL (Irondale - 205)	Opelika	City of Opelika	14-00019629
AL	Birmingham AL (Irondale - 205)	Oxford	Oxford	000849
AL	Birmingham AL (Irondale - 205)	Pelham	City of Pelham	87348
AL	Birmingham AL (Irondale - 205)	Ragland	RDSTax Trust Acct/Town of Ragland	9310002303
AL	Birmingham AL (Irondale - 205)	Red Bay	City of Red Bay	5513
AL	Birmingham AL (Irondale - 205)	Reform	RDSTaxTrust Acct/City of Reform	9345001428
AL	Birmingham AL (Irondale - 205)	Sand Rock	RDS Tax Trust Acct/Town of Sand Rock, AL	9738002881
AL	Birmingham AL (Irondale - 205)	St. Clair County	St. Clair County	93100
AL	Birmingham AL (Irondale - 205)	Steele	RDSTax Trust Acct/Town of Steele	9639004802
AL	Birmingham AL (Irondale - 205)	Stevenson	RDSTax Trust Acct/City of Stevenson,AL	9447007638
AL	Birmingham AL (Irondale - 205)	Sulligent	Sulligent, Town of	9392000843
AL	Birmingham AL (Irondale - 205)	Tallassee	City of Tallassee	23937
AL	Birmingham AL (Irondale - 205)	Union Springs	RDSTax Trust Acct/Union Springs, AL	9450007462/94500 07494
AL	Birmingham AL (Irondale - 205)	Valley	City of Valley	2014-108
AL	Birmingham AL (Irondale - 205)	Vance	RDSTax Trust Acct/Vance, AL	9750003005
AL	Birmingham AL (Irondale - 205)	Vernon	Tax Trust Account	9331000829
AL	Birmingham AL (Irondale - 205)	Vestavia Hills	City of Vestavia Hills	01362
AL	Birmingham AL (Irondale - 205)	Vina	RDSTax Trust Acct/Town of Vina, AL	9484002217
AL	Birmingham AL (Irondale - 205)	Vincent	RDSTax Trust Acct/Vincent Town of	9378005344
AL	Birmingham AL (Irondale - 205)	Warrior	Warrior, City of	9337007668
AL	Birmingham AL (Irondale - 205)	Wedowee	Wedowee, Town of	9374002131
AL	Birmingham AL (Irondale - 205)	York	RDSTax Trust Acct/City of York	APL 11-22-11
AL	Birmingham AL (Irondale - 207)	Sheffield	City of Sheffield	Sheffield
AL	Chattanooga TN (288)	Alabama State	State of Alabama - Dept. of Insurance	A-0217
AL	Chattanooga TN (288)	Crossville	RDSTax Trust Acct/Town of Crossville	9669006014

AL	Criminal Justice Oper Center (Prattville - 598)	Prattville	City of Prattville	00011875
AL	Huntsville AL (Madison - 205)	Arab	Arab	GROSS-9448006133
AL	Huntsville AL (Madison - 205)	Gadsden	City of Gadsden	18752-00
AL	Huntsville AL (Madison - 205)	Hartselle	Hartselle	Hartselle
AL	Huntsville AL (Madison - 205)	Killen	Town of Killen	APL-Town of Killen
AL	Huntsville AL (Madison - 205)	Madison	City of Madison	APPL MADISON CITY
AL	Huntsville AL (Madison - 205)	Madison	CITY OF MADISON	GROSS LIC Madison
AL	Huntsville AL (Madison - 205)	Phenix City	City of Phenix City	1630
AL	Huntsville AL (Madison - 205)	Priceville	Town of Priceville	4852
AL	Huntsville AL (Madison - 205)	Rainsville	City of Rainsville	2014-800
AL	Huntsville AL (Madison - 207)	Alabama State	AESBL	13-000723
AL	Huntsville AL (Madison - 207)	Albertville	City of Albertville	27657
AL	Huntsville AL (Madison - 207)	Athens	City of Athens	0628
AL	Huntsville AL (Madison - 207)	Boaz	City of Boaz	2921
AL	Huntsville AL (Madison - 207)	Florence	Florence AL	75789
AL	Huntsville AL (Madison - 207)	Henagar	City of Henagar	2014-128
AL	Huntsville AL (Madison - 207)	Leesburg	RDSTax Trust Acct/City of Leesburg	9725003751
AL	Huntsville AL (Madison - 207)	Scottsboro	City of Scottsboro	0210020
AL	Mobile AL (222)	Alabama State	AESBL	15-417
AL	Mobile AL (222)	Alabama State	State of Alabama Fire Marshal Fund	3557
AL	Mobile AL (222)	Alabama State	State of Alabama Fire Marshal' Office	A-0198
AL	Mobile AL (222)	Andalusia	City of Andalusia	GROSS-9631003988
AL	Mobile AL (222)	Atmore	City of Atmore	GROSS-20140000406
AL	Mobile AL (222)	Baldwin County	Baldwin County - Judge of Probate	0051819
AL	Mobile AL (222)	Bay Minette	City of Bay Minette	2014-18578
AL	Mobile AL (222)	Bayou La Batre	City of Bayou La Batre	GROSS-2004-513
AL	Mobile AL (222)	Brewton	City of Brewton	2014-262
AL	Mobile AL (222)	Brundidge	City of Brundidge	2014-6476

AL	Mobile AL (222)	Chatom	Town of Chatom	23
AL	Mobile AL (222)	Chickasaw	RDSTax Trust Acct /City of Chickasaw	RDS ID 9437007483
AL	Mobile AL (222)	Creola	RDSTax Trust Acct/City of Creola,AL	9737004287
AL	Mobile AL (222)	Daphne	City of Daphne - Fire Marshal	807348
AL	Mobile AL (222)	Daphne	Revenue Division	20042202
AL	Mobile AL (222)	Dauphin Island	Business License Dept	20040219
AL	Mobile AL (222)	East Brewton	City of East Brewton	20100000001518
AL	Mobile AL (222)	Eufaula	City of Eufaula	2004-177
AL	Mobile AL (222)	Evergreen	City of Evergreen	140000143
AL	Mobile AL (222)	Fairhope	City of Fairhope	42173
AL	Mobile AL (222)	Flomaton	Town of Flomaton	9723005320
AL	Mobile AL (222)	Floral	RDSTax Trust Acct/City of Floral,AL	9624006366
AL	Mobile AL (222)	Foley	PO Drawer 400	07423
AL	Mobile AL (222)	Frisco AL	RDS TaxTrust Acct/City of Frisco	9394003399
AL	Mobile AL (222)	Grove Hill	RDSTax Trust Acct/Town of Grove Hill	9673000308
AL	Mobile AL (222)	Guin	RDSTax Trust Acct/City of Guin	9024006308
AL	Mobile AL (222)	Gulf Shores	City of Gulf Shores	2012003065
AL	Mobile AL (222)	Jackson	City of Jackson	0000009965
AL	Mobile AL (222)	Loxley	RDSTax Trust Acct/Town of Loxley,AL	9330007888
AL	Mobile AL (222)	Midland	RDS TaxTrust Acct/Town of Midland	9499005065
AL	Mobile AL (222)	Mobile	City of Mobile Fire-Rescue Department	Fire Prevent
AL	Mobile AL (222)	Mobile	City of Mobile Revenue Dept.	061535
AL	Mobile AL (222)	Mobile County	Mobile County License Commissioner	2011-004643
AL	Mobile AL (222)	Mobile County	Mobile County License Commissioner	2014-004861
AL	Mobile AL (222)	Monroeville	City of Monroeville	24945
AL	Mobile AL (222)	Orange Beach	City of Orange Beach	2012-4058
AL	Mobile AL (222)	Ozark	City of Ozark AL	2014-1279
AL	Mobile AL (222)	Robertsdale	City of Robertsdale	200400349
AL	Mobile AL (222)	Saraland	City of Saraland	238158
AL	Mobile AL (222)	Silverhill	RDSTax Trust Acct/Town of Silverhill	9670003964
AL	Mobile AL (222)	Spanish Fort	City of Spanish Fort	2009-15788
AL	Mobile AL (222)	Summerdale	City of Summerdale	2011308

AL	Mobile AL (222)	Thomasville	City of Thomasville	166
AL	Mobile AL (222)	Uniontown	RDSTax Trust Acct/City of Uniontown	9347002427
AL	Montgomery AL (205)	Alabama State	AESBL	11-681
AL	Montgomery AL (205)	Ariton	RDS TaxTrust Acct Town of Ariton, AL	APL-Town of Ariton
AL	Montgomery AL (205)	Ashford	RDS TaxTrust Acct/City of Ashford,AL	9342005717
AL	Montgomery AL (205)	Chambers	Judge of Probate	423
AL	Montgomery AL (205)	Dothan	City of Dothan	543
AL	Montgomery AL (205)	Elba	City of Elba	5007
AL	Montgomery AL (205)	Elmore	RDSTax Trust Acct/Town of Elmore,AL	09116005856
AL	Montgomery AL (205)	Headland	City of Headland	460
AL	Montgomery AL (205)	Luverne	City of Luverne	1352
AL	Montgomery AL (205)	Montgomery	City of Montgomery	13264
AL	Montgomery AL (205)	Shorter	Shorter, Town of	9702001848
AL	Montgomery AL (205)	Smiths Station	Smiths Station	08-1368
AL	Montgomery AL (205)	Troy	City of Troy	APPL TROY
AL	San Francisco CA (Livermore - 417)	Skyline	Town of Skyline	09-055
AR	Little Rock AR (270)	Arkansas State	AR Board or Private Investig.	E 92 011-Permanent
AR	Little Rock AR (270)	Arkansas State	Arkansas Fire Protection Licensing Board	FSS-001
AR	Little Rock AR (270)	Arkansas State	Contractors Licensing Board	0126700115
AR	Little Rock AR (270)	Arkansas State	Fire Protection Licensing	PF-095
AR	Little Rock AR (270)	White Hall	City of White Hall	White Hall
AR	Memphis TN (235)	West Memphis	City of West Memphis	5925
AZ	Las Vegas NV (435)	Bullhead City	City of Bullhead City	500154
AZ	Las Vegas NV (435)	Kingman	City of Kingman	APPL-City of Kingman
AZ	Phoenix AZ (445)	Apache Junction	City of Apache Junction	61-601559
AZ	Phoenix AZ (445)	Arizona	State of Arizona Board of Technical Registration	NEW_AZ ALARM

AZ	Phoenix AZ (445)	Arizona State	Arizona Registrar of Contractors	ROC178736
AZ	Phoenix AZ (445)	Arizona State	Arizona Registrar of Contractors	ROC192107
AZ	Phoenix AZ (445)	Arizona State	Arizona State	11781-0
AZ	Phoenix AZ (445)	Arizona State	State of Arizona Board of Technical Registration	11781-2
AZ	Phoenix AZ (445)	Avondale	City of Avondale	20963
AZ	Phoenix AZ (445)	Buckeye	Town of Buckeye	1953
AZ	Phoenix AZ (445)	Chandler	City of Chandler	15610
AZ	Phoenix AZ (445)	Chandler	City of Chandler, Fire Department	APL Chandler
AZ	Phoenix AZ (445)	Colorado River Indian Tri	C.R.I.T. Dept of Revenue & Finance	00676
AZ	Phoenix AZ (445)	Colorado River Indian Tri	C.R.I.T. Gaming Agency	V-0300
AZ	Phoenix AZ (445)	Cottonwood AZ	City of Cottonwood	14-0453
AZ	Phoenix AZ (445)	El Mirage	City of Mirage	12907
AZ	Phoenix AZ (445)	Eloy	City of Eloy	935
AZ	Phoenix AZ (445)	Florence	Town of Florence, Town's Clerk Office	7351
AZ	Phoenix AZ (445)	Fountain Hills	Town of Fountain Hills	177
AZ	Phoenix AZ (445)	Gila Bend	Town of Gila Bend	C-275-2015
AZ	Phoenix AZ (445)	Gila River Indian Comm	Gila River Indian Community	16247
AZ	Phoenix AZ (445)	Glendale	City of Glendale	100021661
AZ	Phoenix AZ (445)	Goodyear	City of Goodyear	14-00004971
AZ	Phoenix AZ (445)	Lake Havasu City	Lake Havasu City	14-00027330
AZ	Phoenix AZ (445)	Litchfield Park	City of Litchfield Park	1512
AZ	Phoenix AZ (445)	Maricopa	Maricopa County Air Quality Dept.	SC0804548
AZ	Phoenix AZ (445)	Mesa	City of Mesa	00206157
AZ	Phoenix AZ (445)	Mesa	City of Mesa	R000458
AZ	Phoenix AZ (445)	Paradise Valley	Town of Paradise Valley	1021
AZ	Phoenix AZ (445)	Peoria	City of Peoria	3636
AZ	Phoenix AZ (445)	Peoria	City of Peoria Fire Department	13-0022
AZ	Phoenix AZ (445)	Phoenix	City of Phoenix	F171 1000607
AZ	Phoenix AZ (445)	Phoenix	City of Phoenix	F171-0706542
AZ	Phoenix AZ (445)	Queen Creek	Town of Queen Creek	696
AZ	Phoenix AZ (445)	Salt River Pima Maricopa	SRPMIC - Economic Development Div.	BL-7672
AZ	Phoenix AZ (445)	Scottsdale	City of Scottsdale	0894234
AZ	Phoenix AZ (445)	Scottsdale	City of Scottsdale	1053278
AZ	Phoenix AZ (445)	Scottsdale	Salt River Pima Maricopa Indian Community	APL SRPMIC
AZ	Phoenix AZ (445)	Sedona	City of Sedona	BL-000561
AZ	Phoenix AZ (445)	Surprise	City of Surprise	1002345

AZ	Phoenix AZ (445)	Tolleson	City of Tolleson	0000000785
AZ	San Diego CA (480)	Quechan Indian Tribe	Quechan Indian Tribe	QUEIN
AZ	San Diego CA (480)	Quechan Indian Tribe	Quechan Indian Tribe	VL-0393
AZ	San Diego CA (480)	Yuma	City of Yuma	CNTR-002709-02-2014
AZ	Tucson AZ (446)	Arizona	State of Arizona Board of Technical Registration	11781-1
AZ	Tucson AZ (446)	Benson	City of Benson	4139
AZ	Tucson AZ (446)	Casa Grande	City of Casa Grande	BL-14-54606
AZ	Tucson AZ (446)	Marana	Town of Marana	129225
AZ	Tucson AZ (446)	Nogales	City of Nogales	06246
AZ	Tucson AZ (446)	Nogales	City of Nogales	99644
AZ	Tucson AZ (446)	Oro Valley	Town of Oro Valley	TOV0400355
AZ	Tucson AZ (446)	Sahuarita	Town of Sahuarita	L-15-01921
AZ	Tucson AZ (446)	Sierra Vista	City of Sierra Vista	6365
AZ	Tucson AZ (446)	Tucson	City of Tucson	0166867-permanent
AZ	Tucson AZ (446)	Tucson	City of Tucson	0171833
CA	Fontana CA (Rancho Cucamonga - 436)	Banning	City of Banning	019838
CA	Fontana CA (Rancho Cucamonga - 436)	Big Bear Lake	City of Big Bear Lake	00028653
CA	Fontana CA (Rancho Cucamonga - 436)	Corona	City of Corona	618226
CA	Fontana CA (Rancho Cucamonga - 436)	Desert Hot Springs	City of Desert Hot Springs	5803
CA	Fontana CA (Rancho Cucamonga - 436)	Fontana	Fontana	021176
CA	Fontana CA (Rancho Cucamonga - 436)	Hesperia	City of Hesperia	11205
CA	Fontana CA (Rancho Cucamonga - 436)	Indio	City of Indio	INDIO
CA	Fontana CA (Rancho Cucamonga - 436)	Jurupa Valley	City of Jurupa Valley	1492
CA	Fontana CA (Rancho Cucamonga - 436)	Lake Elsinore	City of Lake Elsinore	015772
CA	Fontana CA (Rancho Cucamonga - 436)	Norco	City of Norco	011052
CA	Fontana CA (Rancho Cucamonga - 436)	Ontario	City of Ontario	BL00019692

CA	Fontana CA (Rancho Cucamonga - 436)	Palm Desert	City of Palm Desert	13-00026688
CA	Fontana CA (Rancho Cucamonga - 436)	Palm Springs	City of Palm Springs	20002779
CA	Fontana CA (Rancho Cucamonga - 436)	Perris	City of Perris	10320
CA	Fontana CA (Rancho Cucamonga - 436)	Rancho Cucamonga	City of Rancho Cucamonga	040843
CA	Fontana CA (Rancho Cucamonga - 436)	Rancho Mirage	City of Rancho Mirage	201804
CA	Fontana CA (Rancho Cucamonga - 436)	Redlands	City of Redlands	0714910
CA	Fontana CA (Rancho Cucamonga - 436)	Rialto	City of Rialto	411091
CA	Fontana CA (Rancho Cucamonga - 436)	Riverside	City of Riverside	BL00107952
CA	Fontana CA (Rancho Cucamonga - 436)	Riverside	County of Riverside	040612
CA	Fontana CA (Rancho Cucamonga - 436)	Temecula	City of Temecula	025574
CA	Fontana CA (Rancho Cucamonga - 436)	Twenty-Nine Palms	Twenty-Nine Palms Gaming Commission	VNGL-0624
CA	Fontana CA (Rancho Cucamonga - 436)	Upland	City of Upland	20545
CA	Fontana CA (Rancho Cucamonga - 436)	Victorville	City of Victorville	BSL05-02030
CA	Fontana CA (Rancho Cucamonga - 436)	Yucaipa	City of Yucaipa	11745
CA	Fresno CA (413)	Atwater	City of Atwater C/O Muniservices	50662
CA	Fresno CA (413)	Avenal	City of Avenal	APL-City of Avenal
CA	Fresno CA (413)	Bakersfield	City of Bakersfield	GROSS-09 00063637
CA	Fresno CA (413)	California State	CDF/Office of the State Fire Marshal	2067-A
CA	Fresno CA (413)	Clovis	City Hall	BL29879
CA	Fresno CA (413)	Coalinga	City of Coalinga	10638
CA	Fresno CA (413)	Corcoran	City of Corcoran	10572
CA	Fresno CA (413)	Delano	City of Delano	0000003124
CA	Fresno CA (413)	Dinuba	City of Dinuba	15-00003056

CA	Fresno CA (413)	El Paso de Robles	City of EL Paso de Robles	05426
CA	Fresno CA (413)	Exeter CA	City of Exeter	2335
CA	Fresno CA (413)	Firebaugh	City of Firebaugh	3199
CA	Fresno CA (413)	Fresno	City of Fresno	170876
CA	Fresno CA (413)	Gustine	City of Gustine	BL0121
CA	Fresno CA (413)	Hanford	City of Hanford	27660
CA	Fresno CA (413)	Kerman	City of Kerman	14-2056
CA	Fresno CA (413)	Kingsburg	City of Kingsburg	1044
CA	Fresno CA (413)	Lemoore	City of Lemoore	4704
CA	Fresno CA (413)	Los Banos	City of Los Banos	LB-4792
CA	Fresno CA (413)	Madera	City of Madera	00008473-7
CA	Fresno CA (413)	Madera	County of Madera	B0103627
CA	Fresno CA (413)	Merced	678 W. 18th Street	7532
CA	Fresno CA (413)	Merced	Merced County	BL-13-1583
CA	Fresno CA (413)	Pacific Grove	City of Pacific Grove	9994006893
CA	Fresno CA (413)	Porterville	City of Porterville	9304
CA	Fresno CA (413)	Reedley	City of Reedley	SIMZ004-BL
CA	Fresno CA (413)	Salinas	City of Salinas	42702
CA	Fresno CA (413)	San Joaquin	City of San Joaquin	216
CA	Fresno CA (413)	San Luis Obispo	City of San Luis Obispo	12013
CA	Fresno CA (413)	Sanger	City of Sanger	802591 City
CA	Fresno CA (413)	Santa Maria	City of Santa Maria	22020
CA	Fresno CA (413)	Selma	City of Selma	4016
CA	Fresno CA (413)	Tehachapi	City of Tehachapi	014398
CA	Fresno CA (413)	Tulare	City of Tulare	17364
CA	Fresno CA (413)	Visalia	City of Visalia	BL039989
CA	Fresno CA (413)	Woodlake CA	City of Woodlake	1102
CA	Las Vegas NV (435)	Las Vegas	City of Las Vegas	C-25-01125-5-010297
CA	Las Vegas NV (435)	Nevada State	State Of Nevada	APPL-NV Dept of Agricult
CA	Los Angeles CA (Glendale - 434)	Baldwin Park	City of Baldwin Park	961007
CA	Los Angeles CA (Glendale - 434)	Beverly Hills	City of Beverly Hills	A0037604
CA	Los Angeles CA (Glendale - 434)	California State	California State Board of Equalization	042-127762
CA	Los Angeles CA (Glendale - 434)	Goleta	City of Goleta	13801
CA	Los Angeles CA (Glendale - 434)	Lancaster	City of Lancaster	06000903
CA	Los Angeles CA (Glendale - 434)	Lompoc	City of Lompoc	001735
CA	Los Angeles CA (Glendale - 434)	Oxnard	City of Oxnard	11-00066454
CA	Los Angeles CA (Glendale - 434)	Pico Rivera	City of Pico Rivera	35624

CA	Los Angeles CA (Glendale - 434)	San Buenaventura	City of San Buenaventura	012920 4
CA	Los Angeles CA (Glendale - 434)	San Fernando	City of San Fernando	69774
CA	Los Angeles CA (Glendale - 434)	Santa Maria	City of Santa Maria	23321
CA	Los Angeles CA (Glendale - 434)	Santa Paula	City of Santa Paula	54147
CA	Los Angeles CA (Glendale - 434)	Simi Valley	City of Simi Valley	6715 01
CA	Orange CA (432)	Alhambra	Alhambra, City of	GROSS-724117
CA	Orange CA (432)	Artesia	City of Artesia	1971
CA	Orange CA (432)	Cerritos	City of Cerritos	6025
CA	Orange CA (432)	City of Claremont	City of Claremont	00014429
CA	Orange CA (432)	Commerce	City of Commerce	204094
CA	Orange CA (432)	Culver City	City of Culver City	054300
CA	Orange CA (432)	Cypress	City of Cypress	O-038631-L
CA	Orange CA (432)	El Monte	City of El Monte	23578
CA	Orange CA (432)	Garden Grove	City of Garden Grove	242490
CA	Orange CA (432)	Gardena	City of Gardena	APPL-City of Gardena
CA	Reno NV (Sparks - 454)	Mammoth Lakes	Mammoth Lakes, Town of	1332
CA	Reno NV (Sparks - 454)	Placer	County of Placer	91415
CA	Reno NV (Sparks - 454)	Susanville	City of Susanville	Susanville
CA	Sacramento CA (455)	Calaveras	Calaveras County Tax Collector Treasurer	13363
CA	Sacramento CA (455)	California State	California State Board of Equalization	1342478
CA	Sacramento CA (455)	California State	CDF/Office of the State Fire Marshal	E-2058
CA	Sacramento CA (455)	Chico	City of Chico	27571
CA	Sacramento CA (455)	Colusa	City of Colusa	0000002244
CA	Sacramento CA (455)	Corning	City of Corning	0000002136
CA	Sacramento CA (455)	El Dorado County	County of El Dorado	2001-027245
CA	Sacramento CA (455)	Galt	City of Galt	11-00002464
CA	Sacramento CA (455)	Grass Valley	City of Grass Valley	10463
CA	Sacramento CA (455)	Gridley	City of Gridley	474
CA	Sacramento CA (455)	Jackson	City of Jackson	00003481
CA	Sacramento CA (455)	Lincoln	City of Lincoln	3045
CA	Sacramento CA (455)	Live Oak	City of Live Oak	00318

CA	Sacramento CA (455)	Lodi	City of Lodi	11033
CA	Sacramento CA (455)	Marysville	City of Marysville	001286
CA	Sacramento CA (455)	Orland	City of Orland	BL-2014-106
CA	Sacramento CA (455)	Oroville	City of Oroville	6737
CA	Sacramento CA (455)	Placer	County of Placer	91372
CA	Sacramento CA (455)	Placerville	City of Placerville	14-00011683
CA	Sacramento CA (455)	Redding	City of Redding	11993
CA	Sacramento CA (455)	Redding	City of Redding	16022
CA	Sacramento CA (455)	Rocklin	City of Rocklin	002852
CA	Sacramento CA (455)	Roseville	City of Roseville	023107
CA	Sacramento CA (455)	Stockton	City of Stockton	05-67906
CA	Sacramento CA (455)	Suisun City	Suisun City	20448
CA	Sacramento CA (455)	Susanville	City of Susanville	20815
CA	Sacramento CA (455)	Vacaville	City of Vacaville	014722
CA	Sacramento CA (455)	West Sacramento	City of West Sacramento	16656
CA	Sacramento CA (455)	Williams	City of Williams	0000000758
CA	Sacramento CA (455)	Willows	City of Willows	0000001488
CA	Sacramento CA (455)	Woodland	City of Woodland	BL-003693
CA	Sacramento CA (455)	Yolo	Yolo County	3933
CA	Sacramento CA (455)	Yuba	City of Yuba City	62307
CA	San Diego CA (480)	Calexico	City of Calexico	141257
CA	San Diego CA (480)	California	Bureau of Security & Investigative Services	ACQ 5335
CA	San Diego CA (480)	California State	Bureau of Security & Investigative Services	ACO 5858
CA	San Diego CA (480)	California State	CDF/OFFICE OF THE STATE FIRE MARSHALL	E-2022
CA	San Diego CA (480)	Carlsbad	City of Carlsbad	1212223
CA	San Diego CA (480)	Chula Vista	City of Chula Vista	055251
CA	San Diego CA (480)	Coronado	City of Coronado	004936
CA	San Diego CA (480)	El Cajon	City of El Cajon	0010057
CA	San Diego CA (480)	El Centro	City of El Centro	394035

CA	San Diego CA (480)	Encinitas	City of Encinitas	20571
CA	San Diego CA (480)	Imperial CA	City of Imperial	7693
CA	San Diego CA (480)	Imperial Beach	City of Imperial Beach	14-00007300
CA	San Diego CA (480)	La Mesa	City of La Mesa	002383
CA	San Diego CA (480)	Lemon Grove	City of Lemon Grove	06517
CA	San Diego CA (480)	National City	City of National City	7918
CA	San Diego CA (480)	San Diego	City of San Diego	B1974003272
CA	San Diego CA (480)	San Diego	County of San Diego	0330M
CA	San Diego CA (480)	San Diego	County of San Diego, DEH	HK07-208220
CA	San Diego CA (480)	San Marcos	City of San Marcos	32605
CA	San Diego CA (480)	San Pasqual Gaming Comm	San Pasqual Gaming Commission	SanPasqual
CA	San Diego CA (480)	Santee	City of Santee	B-015831
CA	San Diego CA (480)	Sycuan Gaming Commission	Sycuan Gaming Commission	03-00167
CA	San Francisco CA (Livermore - 417)	Alameda	Alameda County Tax Collector	125761
CA	San Francisco CA (Livermore - 417)	Alameda	City of Alameda	GROSS-TaxLic
CA	San Francisco CA (Livermore - 417)	Albany	City of Albany	GROSS- 0000005692
CA	San Francisco CA (Livermore - 417)	Atascadero	City of Atascadero	11272
CA	San Francisco CA (Livermore - 417)	Belmont	City of Belmont	11029261
CA	San Francisco CA (Livermore - 417)	Berkeley	City of Berkeley	GROSS-2005- 34343
CA	San Francisco CA (Livermore - 417)	Brentwood	City of Brentwood	010658
CA	San Francisco CA (Livermore - 417)	Brisbane	City of Brisbane	000066
CA	San Francisco CA (Livermore - 417)	Burlingame	City of Burlingame	10460
CA	San Francisco CA (Livermore - 417)	California State	Bureau of Security & Investigative Services	ACB 5250
CA	San Francisco CA (Livermore - 417)	Campbell	City of Campbell	018411
CA	San Francisco CA (Livermore - 417)	Capitola	City of Capitola	200465
CA	San Francisco CA (Livermore - 417)	Carmel-By-The-Sea	City of Carmel-By-The- Sea	0000019442
CA	San Francisco CA (Livermore - 417)	Ceres	City of Ceres	GR-002648
CA	San Francisco CA (Livermore - 417)	Concord	City of Concord	BL02000214
CA	San Francisco CA (Livermore - 417)	Crescent	City of Crescent City	Crescent
CA	San Francisco CA (Livermore - 417)	Cupertino	City of Cupertino	10384
CA	San Francisco CA (Livermore - 417)	Daly City	City of Daly City	502298

CA	San Francisco CA (Livermore - 417)	Danville	Town of Danville	006581
CA	San Francisco CA (Livermore - 417)	East Palo Alto	City of East Palo Alto	200127
CA	San Francisco CA (Livermore - 417)	Emeryville	City of Emeryville	0000004136
CA	San Francisco CA (Livermore - 417)	Foster City	City of Foster City	14-00008099
CA	San Francisco CA (Livermore - 417)	Fremont	City of Fremont	013259
CA	San Francisco CA (Livermore - 417)	Gilroy	City of Gilroy	371
CA	San Francisco CA (Livermore - 417)	Half Moon Bay	City of Half Moon Bay	05698
CA	San Francisco CA (Livermore - 417)	Hayward	City of Hayward	037470
CA	San Francisco CA (Livermore - 417)	Hercules	City of Hercules	08-00004452
CA	San Francisco CA (Livermore - 417)	Hillsborough	Town of Hillsborough	0708-0248
CA	San Francisco CA (Livermore - 417)	Lakeport	City of Lakeport	1293
CA	San Francisco CA (Livermore - 417)	Livermore	City of Livermore	020182
CA	San Francisco CA (Livermore - 417)	Livingston	City of Livingston	City of Livingston
CA	San Francisco CA (Livermore - 417)	Los Altos	City of Los Altos	7954
CA	San Francisco CA (Livermore - 417)	Los Gatos	Town of Los Gatos	16869
CA	San Francisco CA (Livermore - 417)	Manteca	City of Manteca	06 01833
CA	San Francisco CA (Livermore - 417)	Martinez	City of Martinez	8326
CA	San Francisco CA (Livermore - 417)	Menlo Park	City of Menlo Park	58506
CA	San Francisco CA (Livermore - 417)	Millbrae	City of Millbrae	000526
CA	San Francisco CA (Livermore - 417)	Milpitas	City of Milpitas	00130
CA	San Francisco CA (Livermore - 417)	Modesto	City of Modesto	0162837
CA	San Francisco CA (Livermore - 417)	Monterey	City of Monterey	4615
CA	San Francisco CA (Livermore - 417)	Morgan Hill	City of Morgan Hill	000912
CA	San Francisco CA (Livermore - 417)	Mountain View CA	City of Mountain View	5600
CA	San Francisco CA (Livermore - 417)	Newark	City of Newark	004317
CA	San Francisco CA (Livermore - 417)	Newman	City of Newman	SIM00001
CA	San Francisco CA (Livermore - 417)	Oakland	City of Oakland	765546

CA	San Francisco CA (Livermore - 417)	Pacifica	City of Pacifica	02053
CA	San Francisco CA (Livermore - 417)	Patterson	City of Patterson	000000002394
CA	San Francisco CA (Livermore - 417)	Pinole	City of Pinole	14-01966
CA	San Francisco CA (Livermore - 417)	Pittsburg	City of Pittsburg	20064036
CA	San Francisco CA (Livermore - 417)	Pleasant Hill	City of Pleasant Hill	0000017575
CA	San Francisco CA (Livermore - 417)	Pleasanton	City of Pleasanton	020338
CA	San Francisco CA (Livermore - 417)	Powell	City of Dublin	BL-000085
CA	San Francisco CA (Livermore - 417)	Redwood City	City of Redwood City	01145
CA	San Francisco CA (Livermore - 417)	Richmond	City of Richmond	4001-7414
CA	San Francisco CA (Livermore - 417)	Ripon	City of Ripon	11004
CA	San Francisco CA (Livermore - 417)	San Anselmo	Town of San Anselmo	12407
CA	San Francisco CA (Livermore - 417)	San Bruno	City of San Bruno	53350
CA	San Francisco CA (Livermore - 417)	San Carlos	City of San Carlos	11123
CA	San Francisco CA (Livermore - 417)	San Francisco	San Francisco Tax Collector	354522
CA	San Francisco CA (Livermore - 417)	San Jose	City of San Jose	0950521210
CA	San Francisco CA (Livermore - 417)	San Leandro	City of San Leandro	24220
CA	San Francisco CA (Livermore - 417)	San Mateo	City of San Mateo	41538
CA	San Francisco CA (Livermore - 417)	San Pablo	City of San Pablo	BL1278
CA	San Francisco CA (Livermore - 417)	San Ramon	City of San Ramon	1100004699
CA	San Francisco CA (Livermore - 417)	Santa Clara	City of Santa Clara	068730
CA	San Francisco CA (Livermore - 417)	Santa Cruz	City of Santa Cruz	BL-93915
CA	San Francisco CA (Livermore - 417)	Saratoga	City of Saratoga	15-08932
CA	San Francisco CA (Livermore - 417)	Scotts Valley	City of Scotts Valley	2046
CA	San Francisco CA (Livermore - 417)	Sonoma	City of Sonoma	32178
CA	San Francisco CA (Livermore - 417)	South San Francisco	City of South San Francisco	071604
CA	San Francisco CA (Livermore - 417)	Sunnyvale	City of Sunnyvale	058689
CA	San Francisco CA (Livermore - 417)	Tracy	City of Tracy	35920

CA	San Francisco CA (Livermore - 417)	Ukiah	MuniServices	Acct# 331418
CA	San Francisco CA (Livermore - 417)	Union City	City of Union City	859
CA	San Francisco CA (Livermore - 417)	Walnut Creek	City of Walnut Creek	001693
CA	San Francisco CA (Livermore - 417)	Woodside Town of	Town of Wooside	SIM0014
CA	San Francisco CA (Livermore - 417)	Yountville	Town of Yountville	00522
CA	Santa Fe Springs (434)	Agoura Hills	City of Agoura Hills	002000
CA	Santa Fe Springs (434)	Anaheim	City of Anaheim	2012-00967
CA	Santa Fe Springs (434)	Arcadia	City of Arcadia	029928
CA	Santa Fe Springs (434)	Avalon	City of Avalon	009408
CA	Santa Fe Springs (434)	Azusa	City of Azusa-Bus. License Division	021492
CA	Santa Fe Springs (434)	Bell Gardens	City of Bell Gardens	00168056
CA	Santa Fe Springs (434)	Blythe	City of Blythe	BL-08176
CA	Santa Fe Springs (434)	Brea	City of Brea	022278
CA	Santa Fe Springs (434)	Buena Park	City of Buena Park	BL-010526
CA	Santa Fe Springs (434)	Burbank	City of Burbank- Comm.Development Dept	1003494
CA	Santa Fe Springs (434)	California State	Contractors State Licensing Board	986047
CA	Santa Fe Springs (434)	California State	Dept. of California Highway Patrol	134247
CA	Santa Fe Springs (434)	Camarillo	City of Camarillo	00023050
CA	Santa Fe Springs (434)	Carson	City of Carson	6529B
CA	Santa Fe Springs (434)	Chino	City of Chino	27699
CA	Santa Fe Springs (434)	Chino Hills	City of Chino Hills	15-00012531
CA	Santa Fe Springs (434)	Compton	City of Compton	12002330
CA	Santa Fe Springs (434)	Costa Mesa	City of Costa Mesa	BL020252
CA	Santa Fe Springs (434)	Cypress	City of Cypress	O-027716-L
CA	Santa Fe Springs (434)	Diamond Bar	City of Diamond Bar	LC20080001226
CA	Santa Fe Springs (434)	Downey	City of Downey	217394

CA	Santa Fe Springs (434)	Duarte	City of Duarte	135029
CA	Santa Fe Springs (434)	El Segundo	City of El Segundo	533
CA	Santa Fe Springs (434)	Fillmore	City of Fillmore	000000004113
CA	Santa Fe Springs (434)	Fountain Valley	City of Fountain Valley	955602
CA	Santa Fe Springs (434)	Fullerton	City of Fullerton	224975
CA	Santa Fe Springs (434)	Glendale	City of Glendale	Glendale-986047
CA	Santa Fe Springs (434)	Hawthorne	City of Hawthorne	22688
CA	Santa Fe Springs (434)	Hemet	City of Hemet	00016050
CA	Santa Fe Springs (434)	Huntington Beach	City of Huntington Beach	A288519
CA	Santa Fe Springs (434)	Irvine	City of Irvine	00001848
CA	santa fe Springs (434)	Irwindale	City of Irwindale	005495
CA	santa fe Springs (434)	La Mirada	City of La Mirada	24228
CA	santa fe Springs (434)	La Verne	City of La Verne	04 02988
CA	Santa Fe Springs (434)	Laguna Beach	City of Laguna Beach	238497
CA	santa fe Springs (434)	Lawndale	City of Lawndale	06446
CA	Santa Fe Springs (434)	Loma Linda	City of Loma Linda	13035
CA	Santa Fe Springs (434)	Lomita	City of Lomita	36198
CA	Santa Fe Springs (434)	Long Beach	City of Long Beach	BU20212390
CA	Santa Fe Springs (434)	Los Alamitos	City of Los Alamitos	47358
CA	santa fe Springs (434)	Lynwood	Business License Division	2697
CA	Santa Fe Springs (434)	Manhattan Beach	City of Manhattan Beach	BL-21134
CA	santa fe Springs (434)	Monterey Park	City of Monterey Park	004421
CA	Santa Fe Springs (434)	Moreno Valley	City of Moreno Valley	09835
CA	Santa Fe Springs (434)	Newport Beach	City of Newport Beach	BT02051564
CA	Santa Fe Springs (434)	Norwalk City	City of Norwalk	102990
CA	Santa Fe Springs (434)	Orange	City of Orange	I-106079-L
CA	Santa Fe Springs (434)	Paramount	City of Paramount	215458

CA	Santa Fe Springs (434)	Pasadena	City of Pasadena	11468441
CA	Santa Fe Springs (434)	Pomona	City of Pomona	C79689
CA	Santa Fe Springs (434)	Port Hueneme	City of Port Hueneme	15-00000625
CA	Santa Fe Springs (434)	Rancho Palos Verdes	City of Rancho Palos Verdes	14 00003900
CA	Santa Fe Springs (434)	Redondo Beach	City of Redondo Beach	307080
CA	Santa Fe Springs (434)	Rolling Hills Estates	City of Rolling Hills Estates	C2979
CA	Santa Fe Springs (434)	San Bernardino	City of San Bernardino	908381
CA	Santa Fe Springs (434)	San Dimas	City of San Dimas	5917
CA	Santa Fe Springs (434)	San Juan Capistrano	City of San Juan Capistrano	10836
CA	Santa Fe Springs (434)	San Marino	City of San Marino	San Marino
CA	Santa Fe Springs (434)	Santa Ana	City of Santa Ana	742
CA	Santa Fe Springs (434)	Santa Barbara	City of Santa Barbara	50651
CA	Santa Fe Springs (434)	Santa Fe Springs	City of Santa Fe Springs	0690-127280000
CA	Santa Fe Springs (434)	Santa Monica	City of Santa Monica	112452
CA	Santa Fe Springs (434)	South Gate	City of South Gate	07 07727
CA	Santa Fe Springs (434)	Thousand Oaks	City of Thousand Oaks	14-00027033
CA	Santa Fe Springs (434)	Torrance	City of Torrance	BL-LIC-010443
CA	Santa Fe Springs (434)	Tustin	City of Tustin	99048699
CA	Santa Fe Springs (434)	Vernon	City of Vernon	08246
CA	Santa Fe Springs (434)	Walnut	City of Walnut	CT000205
CA	Santa Fe Springs (434)	West Covina	City of West Covina	24295
CA	Santa Fe Springs (434)	Westminster	City of Westminster	052040
CA	Santa Fe Springs (434)	Whittier	City of Whittier	74273
CA	Santa Rosa CA (412)	Belvedere	City of Belvedere	10292
CA	Santa Rosa CA (412)	Calistoga	City of Calistoga	001339
CA	Santa Rosa CA (412)	Cloverdale	City of Cloverdale	001750
CA	Santa Rosa CA (412)	Corte Madera	Town of Corte Madera	007420

CA	Santa Rosa CA (412)	Eureka	City of Eureka	1207
CA	Santa Rosa CA (412)	Fairfax	Town of Fairfax	101948
CA	Santa Rosa CA (412)	Fairfield	City of Fairfield	86000455
CA	Santa Rosa CA (412)	Healdsburg	City of Healdsburg	00002589
CA	Santa Rosa CA (412)	Healdsburg	City of Healdsburg	09-00002590
CA	Santa Rosa CA (412)	Larkspur	City of Larkspur	larkspur
CA	Santa Rosa CA (412)	Napa	City of Napa	10452
CA	Santa Rosa CA (412)	Novato	City of Novato	14 00003038
CA	Santa Rosa CA (412)	Rohnert Park	City of Rohnert Park	Rohnert Park
CA	Santa Rosa CA (412)	Santa Rosa	City of Santa Rosa	51210
CA	Santa Rosa CA (412)	Sausalito	City of Sausalito	Sausalito
CA	Santa Rosa CA (412)	Sebastopol	City of Sebastopol	Sebastopol-986047
CA	Santa Rosa CA (412)	Sonoma	City of Sonoma	003122
CA	Santa Rosa CA (412)	St. Helena	City of St. Helena	000000012409
CA	Santa Rosa CA (412)	Vallejo	City of Vallejo	15-00005861
CO	Colorado Springs CO (421)	Canon City	City of Canon City	02905
CO	Colorado Springs CO (421)	Colorado Springs	City of Colorado Springs	05777500
CO	Colorado Springs CO (421)	Colorado Springs	City of Colorado Springs	705513
CO	Colorado Springs CO (421)	Colorado State	Colorado Division of Fire Safety	14 009
CO	Colorado Springs CO (421)	Cripple Creek	City of Cripple Creek	0076
CO	Colorado Springs CO (421)	Fountain	City of Fountain	14-0683
CO	Colorado Springs CO (421)	Lamar	City of Lamar	1724.1
CO	Colorado Springs CO (421)	Lamar	City of Lamar	Class A
CO	Colorado Springs CO (421)	Larkspur	Town of Larkspur	4759
CO	Colorado Springs CO (421)	Montrose	City of Montrose	05106
CO	Colorado Springs CO (421)	Monument	Town of Monument	1087
CO	Colorado Springs CO (421)	Pikes Peak Regional	Pikes Peak Regional Building Department	F-A 15552

CO	Colorado Springs CO (421)	Pikes Peak Regional	Pikes Peak Regional Building Dept.	15552-D-H11 H
CO	Colorado Springs CO (421)	Pikes Peak Regional Bldg	Pikes Peak Regional Building Dept	B D 7A FSC-A
CO	Colorado Springs CO (421)	Pikes Peak Regional Bldg	Pikes Peak Regional Building Dept	B D 8B FSC B
CO	Colorado Springs CO (421)	Pueblo	City of Pueblo	02748
CO	Colorado Springs CO (421)	Pueblo Regional Building	Pueblo Regional Building Dept	954
CO	Colorado Springs CO (421)	Ridgway	Town of Ridgway	2064
CO	Colorado Springs CO (421)	Telluride	Town of Telluride	14177
CO	Colorado Springs CO (421)	Trinidad	City of Trinidad	LIC2014-124
CO	Colorado Springs CO (421)	Woodland Park	City of Woodland Park	04020.1
CO	Denver CO (419)	Arvada	City of Arvada	3B-0414
CO	Denver CO (419)	Arvada	City of Arvada	7M-0025
CO	Denver CO (419)	Aspen	City of Aspen	10527
CO	Denver CO (419)	Aspen & Pitkin	City of Aspen & Pitkin County	F-040025
CO	Denver CO (419)	Aspen & Pitkin	City of Aspen & Pitkin County	F-040026
CO	Denver CO (419)	Aurora	City of Aurora	14 843517 00 SL
CO	Denver CO (419)	Aurora	City of Aurora	14-847816 00 CL
CO	Denver CO (419)	Aurora	City of Aurora	2013 807784 00 SL
CO	Denver CO (419)	Aurora	City of Aurora	APPL-2014 838878 00 SL
CO	Denver CO (419)	Aurora CO	City of Aurora	125290
CO	Denver CO (419)	Aurora CO	City of Aurora	2014 830612 00 CL
CO	Denver CO (419)	Aurora CO	City of Aurora	2014 839454 00 CL
CO	Denver CO (419)	Aurora CO	City of Aurora - Tax/Licensing Office	OPTR Tax
CO	Denver CO (419)	Avon	Town of Avon	CC 00295
CO	Denver CO (419)	Basalt	Town of Basalt	APL Basalt
CO	Denver CO (419)	Beaver Creek Resort Co.	Beaver Creek Resort Company	4079
CO	Denver CO (419)	Black Hawk	City of Black Hawk	1173
CO	Denver CO (419)	Black Hawk	City of Black Hawk	C1160
CO	Denver CO (419)	Boulder	City of Boulder	LIC-0004256-05
CO	Denver CO (419)	Breckenridge	Town of Breckenridge	34474
CO	Denver CO (419)	Brighton	City of Brighton	2874
CO	Denver CO (419)	Brighton	City of Brighton	CL-00007
CO	Denver CO (419)	Broomfield	City & County Of Broomfield	OL-15-06731
CO	Denver CO (419)	Carbondale	Town of Carbondale	706
CO	Denver CO (419)	Centennial	City of Centennial	CEN-006824

CO	Denver CO (419)	Centennial	City of Centennial	CEN-14-01456
CO	Denver CO (419)	Central	City of Central	01-17-02-01
CO	Denver CO (419)	Colorado State	Colorado Department of Revenue	12-56336-0001
CO	Denver CO (419)	Colorado State	Colorado Division of Fire Safety	14 007
CO	Denver CO (419)	Commerce City	City of Commerce City	100237
CO	Denver CO (419)	Craig	City of Craig	2449
CO	Denver CO (419)	Delta	City of Delta	3349.1
CO	Denver CO (419)	Denver	City & County of Denver	1156
CO	Denver CO (419)	Denver	City & County of Denver	B238568
CO	Denver CO (419)	Denver	City and County of Denver	1052080
CO	Denver CO (419)	Denver	City and County of Denver	1054344
CO	Denver CO (419)	Denver	City and County of Denver	1054428
CO	Denver CO (419)	Denver	Denver Manager of Revenue	8562
CO	Denver CO (419)	Denver	Manager of Finance City & County of Denver	BFN 1026081
CO	Denver CO (419)	Denver	Manager of Revenue	233397
CO	Denver CO (419)	Denver	Manager of Revenue	233620
CO	Denver CO (419)	Denver	Manager of Revenue	286110
CO	Denver CO (419)	Dillon	Town of Dillon	3365
CO	Denver CO (419)	Douglas	Douglas County Building Division	D090319
CO	Denver CO (419)	Durango	City of Durango	201400427
CO	Denver CO (419)	Edgewater	City of Edgewater	14C00064
CO	Denver CO (419)	Englewood	City of Englewood	2280
CO	Denver CO (419)	Estes Park	Town of Estes Park	542
CO	Denver CO (419)	Evans	City of Evans	5484
CO	Denver CO (419)	Federal Heights	City of Federal Heights	97-0164
CO	Denver CO (419)	Firestone CO	Town of Firestone	14-C-FIRCO-018
CO	Denver CO (419)	Fort Collins	City of Fort Collins	2891-FS
CO	Denver CO (419)	Fort Collins	City of Fort Collins	3070-AS
CO	Denver CO (419)	Fort Collins	City of Fort Collins	AS-1955
CO	Denver CO (419)	Fort Collins	City of Fort Collins	FS-2048
CO	Denver CO (419)	Fort Lupton	City of Fort Lupton	ST2014-140
CO	Denver CO (419)	Frederick	Town of Frederick	1210
CO	Denver CO (419)	Frisco CO	Town of Frisco	693
CO	Denver CO (419)	Glendale	City of Glendale	000123
CO	Denver CO (419)	Glendale	City of Glendale	090239
CO	Denver CO (419)	Glendale	City of Glendale	092484
CO	Denver CO (419)	Glenwood Springs	City of Glenwood Springs	08-0017

CO	Denver CO (419)	Glenwood Springs	City of Glenwood Springs	73-05311.1
CO	Denver CO (419)	Glenwood Springs	City of Glenwood Springs	LIC 06-0005
CO	Denver CO (419)	Golden	City of Golden	06490
CO	Denver CO (419)	Golden	City of Golden	139
CO	Denver CO (419)	Grand Junction/Mesa Count	Mesa County Bldg.Dept/City of Grand Junction	20140665
CO	Denver CO (419)	Greenwood Village	City of Greenwood Village	OL-14-00372
CO	Denver CO (419)	Gunnison	City of Gunnison	New001
CO	Denver CO (419)	Gypsum	Town of Gypsum	1272
CO	Denver CO (419)	Hayden	Town of Hayden	13-56336-0000
CO	Denver CO (419)	Lake County	Lake County Clerk & Recorder	80-67121
CO	Denver CO (419)	Lakewood CO	City of Lakewood	12898
CO	Denver CO (419)	Lakewood CO	City of Lakewood	757
CO	Denver CO (419)	Leadville	City of Leadville	25366
CO	Denver CO (419)	Littleton	City of Littleton	D80030
CO	Denver CO (419)	Lone Tree	City of Lone Tree	557
CO	Denver CO (419)	Longmont	City of Longmont	2-10450-5878
CO	Denver CO (419)	Longmont	City of Longmont	D14000005
CO	Denver CO (419)	Longmont	City of Longmont	D15000025
CO	Denver CO (419)	Louisville CO	City of Louisville	04857.1
CO	Denver CO (419)	Louisville CO	City of Louisville	CL00113
CO	Denver CO (419)	Loveland	City of Loveland	5260
CO	Denver CO (419)	Loveland	City of Loveland	5261
CO	Denver CO (419)	Northglenn	City of Northglenn	99-000729
CO	Denver CO (419)	Parker	Town of Parker	7519
CO	Denver CO (419)	Rifle	City of Rifle	2014-14414
CO	Denver CO (419)	Sheridan	City of Sheridan	01694
CO	Denver CO (419)	Sheridan	City of Sheridan	08-0142
CO	Denver CO (419)	Silverthorne	Town of Silverthorne	1353
CO	Denver CO (419)	Snowmass	Town of Snowmass Village	CL-13-04152
CO	Denver CO (419)	Snowmass Village	Town of Snowmass Village	0002800
CO	Denver CO (419)	Thornton	City of Thornton	22601
CO	Denver CO (419)	Vail	Town of Vail	560-S
CO	Denver CO (419)	Vail	Town of Vail	903-S
CO	Denver CO (419)	Westminster	City of Westminster	060331110
CO	Denver CO (419)	Wheat Ridge	City of Wheat Ridge	019704
CO	Denver CO (419)	Wheat Ridge	City of Wheat Ridge	06812.1
CO	Denver CO (419)	Windsor	Town of Windsor	2861
CO	Denver CO (419)	Winter Park	Town of Winter Park	215
CO	Ft. Collins CO (419)	Greeley	City of Greeley	009411
CT	Hartford CT (East Berlin - 129)	Connecticut State	Dept of Consumer Protection	ELC.0181909-E1

CT	Hartford CT (East Berlin - 129)	Connecticut State	Dept of Consumer Protection	ELC.0187476-E1
CT	Hartford CT (East Berlin - 129)	Connecticut State	Dept of Consumer Protection	FRP.0040801-F1
DC	Baltimore MD (Linthicum - 565)	District of Columbia	DC Treasurer	APL Columbia
DE	Baltimore MD (Linthicum - 565)	Delaware State	State of Delaware	FSL-0078
DE	Philadelphia PA (Horsham - 544)	Delaware State	State of Delaware	FAC-0044
DE	Philadelphia PA (Horsham - 544)	Delaware State	State of Delaware	FAL-0015
DE	Wilmington DE (New Castle - 557)	Camden	Town of Camden	B4-00262
DE	Wilmington DE (New Castle - 557)	Delaware	State of Delaware	CSRSL-0007
DE	Wilmington DE (New Castle - 557)	Delaware State	Delaware Division of Revenue	2002100694
DE	Wilmington DE (New Castle - 557)	Delaware State	Delaware Division of Revenue	2002100695
DE	Wilmington DE (New Castle - 557)	Delaware State	Delaware Division of Revenue	2002100697
DE	Wilmington DE (New Castle - 557)	Delaware State	Delaware Division of Revenue	2002100700
DE	Wilmington DE (New Castle - 557)	Delaware State	Delaware State Police	98-18
DE	Wilmington DE (New Castle - 557)	Delaware State	State of Delaware	FAL-0036
DE	Wilmington DE (New Castle - 557)	Delaware State	State of Delaware	FEL-1145H
DE	Wilmington DE (New Castle - 557)	Delaware State	State of Delaware	FSL-0104
DE	Wilmington DE (New Castle - 557)	Delaware State	State of Delaware, Div. of Revenue	1-582608861-002
DE	Wilmington DE (New Castle - 557)	Dover	City of Dover	08 00009471
DE	Wilmington DE (New Castle - 557)	Elsmere	Town of Elsmere	L4-00316
DE	Wilmington DE (New Castle - 557)	Georgetown	Town of Georgetown	L4-01194
DE	Wilmington DE (New Castle - 557)	Middletown	Town of Middletown	14-50655
DE	Wilmington DE (New Castle - 557)	Milford	City of Milford	14-00001154
DE	Wilmington DE (New Castle - 557)	New Castle County	New Castle County	LC2608
DE	Wilmington DE (New Castle - 557)	New Castle DE	The Major & Council of New Castle	14000521
DE	Wilmington DE (New Castle - 557)	Newark	City of Newark	3535
DE	Wilmington DE (New Castle - 557)	Newport	Town of Newport	10093
DE	Wilmington DE (New Castle - 557)	Ocean View	Town of Ocean View	L4-00365

DE	Wilmington DE (New Castle - 557)	Smyrna	Town of Smyrna	14-00001159
DE	Wilmington DE (New Castle - 557)	Townsend	Town of Townsend	Townsend
DE	Wilmington DE (New Castle - 557)	Wilmington	City of Wilmington	3591
DE	Wilmington DE (New Castle - 557)	Wilmington	City of Wilmington	3592
FL	Boca Raton FL (TF&SS Hdqrts)	Florida State	Dept. of Business & Professional Regulation	EF0000911
FL	Boca Raton FL Headquarters	Boca Raton	City of Boca Raton	11-00095347
FL	Boca Raton FL Headquarters	Palm Beach County	Tax Collector, Palm Beach County	LBTR 201005742
FL	Boca Raton FL Headquarters (Yamato)	Palm Beach County	Tax Collector, Palm Beach County	LBTR 2005-13789
FL	Ft. Myers FL (297)	Florida State	Dept of Financial Services	145693-0001-2009
FL	Ft. Myers FL (297)	Florida State	Dept of Financial Services	977112-0004-2007
FL	Ft. Myers FL (297)	Florida State	State of Florida	977112-0003-2007
FL	Ft. Myers FL (297)	Florida State	State of Florida	EF20000951
FL	Ft. Myers FL (297)	Fort Pierce	City of Fort Pierce	13-00022805
FL	Ft. Myers FL (297)	Fort Pierce	City of Fort Pierce	13-00023912
FL	Ft. Myers FL (297)	Lee County	Lee County Tax Collector	0705657
FL	Ft. Myers FL (297)	Lee County	Lee County Tax Collector	6203050
FL	Ft. Myers FL (297)	Punta Gorda	City of Punta Gorda	098-00010890
FL	Jacksonville FL (264)	Alachua	Alachua County Cheriff's Office	APPL-Alachua County
FL	Jacksonville FL (264)	Duval County	City of Jacksonville	1736620000
FL	Jacksonville FL (264)	Flagler	Suzanne Johnston Tax Collector	3969
FL	Jacksonville FL (264)	Florida State	Dept Of Financial Services	604765-0003-2001
FL	Jacksonville FL (264)	Florida State	Dept. of Business & Professional Regulation	EC13003931
FL	Jacksonville FL (264)	Florida State	Dept. of Business & Professional Regulation	EF20000704
FL	Jacksonville FL (264)	Florida State	State of Florida	EF0001081
FL	Jacksonville FL (264)	Florida State	State of Florida	Fire Equip Dealer
FL	Jacksonville FL (264)	Florida State	State of Florida	FPC13-000073
FL	Jacksonville FL (264)	Gainesville	City of Gainesville	35742

FL	Jacksonville FL (264)	Jacksonville	Alarm Control Office	247
FL	Jacksonville FL (264)	Jacksonville	City of Jacksonville	215404-0000-9
FL	Miami FL (Miramar - 263)	Aventura	City of Aventura	08-00012874
FL	Miami FL (Miramar - 263)	Broward County	Broward County Revenue Collection	181-250863
FL	Miami FL (Miramar - 263)	Broward County	Broward County Revenue Collection	181-258854
FL	Miami FL (Miramar - 263)	Broward County	Broward County Revenue Collection	181-3266
FL	Miami FL (Miramar - 263)	Broward County	Broward County Revenue Collection	189-261812
FL	Miami FL (Miramar - 263)	Broward County	Broward County Revenue Collection	189-3599
FL	Miami FL (Miramar - 263)	Broward County	Broward County Revenue Collection	377-9882
FL	Miami FL (Miramar - 263)	Delray Beach	Occupational License Office	05 33048
FL	Miami FL (Miramar - 263)	Florida State	Dept of Financial Services	805427-0001-2002
FL	Miami FL (Miramar - 263)	Florida State	State of Florida	EC13005255
FL	Miami FL (Miramar - 263)	Florida State	State of Florida	EF20000980
FL	Miami FL (Miramar - 263)	Florida State	State of Florida	FPI13-000014
FL	Miami FL (Miramar - 263)	Fort Lauderdale	City of Fort Lauderdale	AR1401154
FL	Miami FL (Miramar - 263)	Fort Lauderdale	Ctiy fo Fort Lauderdale	Ft Lauderdale
FL	Miami FL (Miramar - 263)	Key West	City of Key West	14-00016217
FL	Miami FL (Miramar - 263)	Miami-Dade County	Miami-Dade Tax Collector	193805-0
FL	Miami FL (Miramar - 263)	Miami-Dade County	Miami-Dade Tax Collector	5048087
FL	Miami FL (Miramar - 263)	Miami-Dade County	Miami-Dade Tax Collector	578562-2
FL	Miami FL (Miramar - 263)	Miramar	City of Miramar	00920003
FL	Miami FL (Miramar - 263)	Seminole Tribe of Florida	Seminole Gaming Commission	11-8376
FL	Mobile AL (222)	Crestview	City of Crestview	Crestview
FL	Mobile AL (222)	Destin	City of Destin	4132
FL	Mobile AL (222)	Escambia County	Escambia County Tax Collector	0000613994
FL	Mobile AL (222)	Escambia County	Escambia County Tax Collector	157841
FL	Mobile AL (222)	Florida State	State of Florida	EF20000420
FL	Mobile AL (222)	Fort Walton Beach	City of Fort Walton Beach	14-00001506

FL	Mobile AL (222)	Mary Esther	City of Mary Esther	319
FL	Mobile AL (222)	Okaloosa County	Okaloosa County Dept. of Growth Management	Robert H. Grice
FL	Mobile AL (222)	Okaloosa County	Okaloosa County Tax Collector	360010727529
FL	Mobile AL (222)	Panama City	City of Panama City	4818
FL	Mobile AL (222)	Pensacola	City of Pensacola	109555
FL	Mobile AL (222)	Santa Rosa County	Santa Rosa County Tax Collector	8517
FL	Mobile AL (222)	Santa Rosa County	Santa Rosa County Tax Collector	8609
FL	Mobile AL (222)	Walton County	Walton County Building Dept.	walton county
FL	Orlando FL (291)	Brevard County	BOCC	Brevard
FL	Orlando FL (291)	Florida State	Dept of Business & Professional Regulation	EF20000957
FL	Orlando FL (291)	Florida State	Dept of Financial Services	FPC12-000012
FL	Orlando FL (291)	Florida State	Dept of Financial Services	FPC13-000007
FL	Orlando FL (291)	Florida State	Dept. of Business & Professional Regulation	EF0000809
FL	Orlando FL (291)	Florida State	Dept. of Business & Professional Regulation	EF20000847
FL	Orlando FL (291)	Florida State	Dept. of Business & Professional Regulation	EF20001121
FL	Orlando FL (291)	Florida State	Stae of Florida	EF20001140
FL	Orlando FL (291)	Florida State	State of Florida	APL M Crain
FL	Orlando FL (291)	Florida State	State of Florida - Dept of Financial Services	FPC12-000070
FL	Orlando FL (291)	Marion	Marion County	2035027819
FL	Orlando FL (291)	Ocoee	City of Ocoee	50-3424
FL	Orlando FL (291)	Orange County	Earl K. Wood, Orange County Tax Collector	3121-0537842
FL	Orlando FL (291)	Orange County FL	Earl K. Wood, Orange County Tax Collector	3502-0524870
FL	Orlando FL (291)	Orlando	City of Orlando	BUS0022813-001
FL	Orlando FL (291)	Osceola	Osceola County Tax Collector	APL Osceola
FL	Orlando FL (291)	St. Cloud	City of St. Cloud	09-16532
FL	Port St. Lucie FL (262)	Port St. Lucie	City of Port St. Lucie	108-719
FL	Port St. Lucie FL (262)	Port St. Lucie	City of Port St. Lucie	APL GarrettMiller
FL	Port St. Lucie FL (262)	Port St. Lucie	City of Port St. Lucie	PSL14*11160
FL	Port St. Lucie FL (262)	St. Lucie	St. Lucie County	1005825

FL	Tallahassee FL (266)	Franklin	Franklin County - Planning & Bldg. Dept.	Reg 15-1807
FL	Tallahassee FL (266)	Tallahassee	City of Tallahassee	38321
FL	Tampa FL (292)	Avon Park	City of Avon Park	Avon Park
FL	Tampa FL (292)	City of Brooksville	City of Brooksville Building Division	Brooksville
FL	Tampa FL (292)	Clearwater	City of Clearwater	REG-0014811
FL	Tampa FL (292)	Dundee	Town of Dundee	APL Twn_Dundee
FL	Tampa FL (292)	Florida State	Dept. of Business & Professional Regulation	EF20000805
FL	Tampa FL (292)	Florida State	State of Florida	90251200012007
FL	Tampa FL (292)	Florida State	State of Florida	EF20000627
FL	Tampa FL (292)	Florida State	State of Florida	FPC12-000129
FL	Tampa FL (292)	Hardee	Hardee County	Hardee
FL	Tampa FL (292)	Hernando County	Hernando County	Bond FireAlarm
FL	Tampa FL (292)	Hernando County	Hernando County	Hernando County
FL	Tampa FL (292)	Hillsborough	Hillsborough County - BOCC	902251200012007
FL	Tampa FL (292)	Hillsborough County	Doug Belden Hillsborough County Tax Collector	7287
FL	Tampa FL (292)	Kenneth City	City of Kenneth City	5348
FL	Tampa FL (292)	Lakeland	City of Lakeland	Lakeland
FL	Tampa FL (292)	Manatee	Manatee County	Manatee County
FL	Tampa FL (292)	North Port	City of North Port	05-03498
FL	Tampa FL (292)	Ocala	City of Ocala	APL Ocala
FL	Tampa FL (292)	Pasco County	Pasco County	013057
FL	Tampa FL (292)	Pinellas County	Pinellas County Const Lic Bd	I-EF-0000847
FL	Tampa FL (292)	Pinellas Park	City of Pinellas Park	146961
FL	Tampa FL (292)	Polk County	Joe G. Tedder Tax Collector Polk County	104019
FL	Tampa FL (292)	Polk County	Polk County Building Division	4324
FL	Tampa FL (292)	Port Richey	City of Port Richey	Port Richey
FL	Tampa FL (292)	Sarasota	City of Sarasota	20056177
FL	Tampa FL (292)	Sarasota	City of Sarasota	Reg
FL	Tampa FL (292)	Sarasota County	Sarasota County	Sarasota County
FL	Tampa FL (292)	Sebring	City of Sebring	Sebring
FL	Tampa FL (292)	St. Petersburg	City of St. Petersburg	0008569
FL	Tampa FL (292)	St. Petersburg	City of St. Petersburg	0008878
FL	Tampa FL (292)	St. Petersburg	City of St. Petersburg	0009160
FL	Tampa FL (292)	St. Petersburg	City of St. Petersburg	0011262
FL	Tampa FL (292)	Tampa	City of Tampa	City #21839
FL	Tampa FL (292)	Tarpon Springs	City of Tarpon Springs	Tarpon
FL	Tampa FL (292)	Temple Terrace	City of Temple Terrace	Temple Terrace

FL	Tampa FL (292)	Venice	City of Venice	0003628
FL	Tampa FL (292)	Winter Haven	City of Winter Haven	Winter Park
FL	Tampa FL (292)	Zephyrhills	City of Zephyrhills	Zephyrhills
FL	West Palm Beach FL (Jupiter - 262)	Atlantis	City of Atlantis	2913
FL	West Palm Beach FL (Jupiter - 262)	Belle Glade	City of Belle Glade	10503
FL	West Palm Beach FL (Jupiter - 262)	Boca Raton	City of Boca Raton	11-00096939
FL	West Palm Beach FL (Jupiter - 262)	Boca Raton	City of Boca Raton	11-00097209
FL	West Palm Beach FL (Jupiter - 262)	Boca Raton	City of Boca Raton	14 00099128
FL	West Palm Beach FL (Jupiter - 262)	Boca Raton	City of Boca Raton	14-000053001
FL	West Palm Beach FL (Jupiter - 262)	Boca Raton	City of Boca Raton	14-00097237
FL	West Palm Beach FL (Jupiter - 262)	Boca Raton	City of Boca Raton, Financ. Services	REG 015
FL	West Palm Beach FL (Jupiter - 262)	Delray Beach	City of Delray Beach	14 00042280
FL	West Palm Beach FL (Jupiter - 262)	Delray Beach	City of Delray Beach	14 00054141
FL	West Palm Beach FL (Jupiter - 262)	Florida State	Dept of Financial Services	204069-0001-2010
FL	West Palm Beach FL (Jupiter - 262)	Florida State	Dept of Financial Services	223995-0001-2011
FL	West Palm Beach FL (Jupiter - 262)	Florida State	Dept of Financial Services	EF20000863
FL	West Palm Beach FL (Jupiter - 262)	Florida State	Dept. of Business & Professional Regulation	EF20000580
FL	West Palm Beach FL (Jupiter - 262)	Florida State	Dept. of Business & Professional Regulation	EF20000806
FL	West Palm Beach FL (Jupiter - 262)	Fort Pierce	City of Fort Pierce	14-00024480
FL	West Palm Beach FL (Jupiter - 262)	Greenacres	City of Greenacres	CONO 11953
FL	West Palm Beach FL (Jupiter - 262)	Highland Beach	Town of Highland Beach	APL HighlandBeach
FL	West Palm Beach FL (Jupiter - 262)	Indian River	Indian River County	19576
FL	West Palm Beach FL (Jupiter - 262)	Jupiter	Town of Jupiter	13-00031505
FL	West Palm Beach FL (Jupiter - 262)	Jupiter	Town of Jupiter	13-36496
FL	West Palm Beach FL (Jupiter - 262)	Jupiter	Town of Jupiter	14-00031506
FL	West Palm Beach FL (Jupiter - 262)	Jupiter	Town of Jupiter	14-7446
FL	West Palm Beach FL (Jupiter - 262)	Lake Worth	City of Lake Worth	12043

FL	West Palm Beach FL (Jupiter - 262)	Lantana	Building Department	Town of Jupiter
FL	West Palm Beach FL (Jupiter - 262)	Manalapan	Town of Manalapan	REG 2950
FL	West Palm Beach FL (Jupiter - 262)	Manalapan	Town of Manalapan	REG-313
FL	West Palm Beach FL (Jupiter - 262)	Martin	Martin County Sheriff's Office Alarm Unit	Martin County
FL	West Palm Beach FL (Jupiter - 262)	Martin County	Martin County	Martin
FL	West Palm Beach FL (Jupiter - 262)	Martin County	Martin County Contractor's Licensing	262
FL	West Palm Beach FL (Jupiter - 262)	Palm Beach County	Tax Collector, Palm Beach County	2010-05729
FL	West Palm Beach FL (Jupiter - 262)	Palm Beach County	Tax Collector, Palm Beach County	LBTR 2009-09963
FL	West Palm Beach FL (Jupiter - 262)	Palm Beach County	Tax Collector, Palm Beach County	LBTR 2010-05702
FL	West Palm Beach FL (Jupiter - 262)	Palm Beach County	Tax Collector, Palm Beach County	LBTR 2010-05704
FL	West Palm Beach FL (Jupiter - 262)	Palm Beach Gardens	City of Palm Beach Gardens	APL PBGardens
FL	West Palm Beach FL (Jupiter - 262)	Riviera Beach	City of Riviera Beach	APL RivieraBeach
FL	West Palm Beach FL (Jupiter - 262)	Royal Palm Beach	Village of Royal Palm Beach	14-00002499
FL	West Palm Beach FL (Jupiter - 262)	Royal Palm Beach	Village of Royal Palm Beach	14-16209
FL	West Palm Beach FL (Jupiter - 262)	Sebastian	City of Sebastian	APL Sebastian
FL	West Palm Beach FL (Jupiter - 262)	Sebastian Construction Bd	Sebastian Construction Board	Sebastian- Alar37068m
FL	West Palm Beach FL (Jupiter - 262)	State of Florida	State of Florida Dept. of Financial Services	218116-0001-2011
FL	West Palm Beach FL (Jupiter - 262)	Stuart	City of Stuart	AP07100043
FL	West Palm Beach FL (Jupiter - 262)	Stuart	City of Stuart	AP11110006
FL	West Palm Beach FL (Jupiter - 262)	Tequesta	Village of Tequesta	1426
FL	West Palm Beach FL (Jupiter - 262)	Village of Wellington	Village of Wellington	00014934
FL	West Palm Beach FL (Jupiter - 262)	Village of Wellington	Village of Wellington	09-00013350
GA	Atlanta GA (Conyers - 202)	Conyers	City of Conyers	00005996
GA	Atlanta GA (Conyers - 202)	Georgia State	Georgia State Board of Construction	LVA205949
GA	Atlanta GA (Conyers - 202)	Georgia State	Office of Insurance & Safety Fire Commissioner	0118B

GA	Atlanta GA (Conyers - 202)	Georgia State	Office of Insurance & Safety Fire Commissioner	CL000379
GA	Atlanta GA (Conyers - 202)	Tift County	Tift County	150231
GA	Atlanta GA (Conyers - 202)	Tifton	City of Tifton	02170
GA	Charleston SC (210)	Chatham	Chatham County	APL Chatham
GA	Charleston SC (210)	Georgia State	Office of Insurance & Safety Fire Commissioner	2166B
GA	Charleston SC (210)	Georgia State	Office of Insurance & Safety Fire Commissioner	CC000806
GA	Charleston SC (210)	Georgia State	Office of Insurance & Safety Fire Commissioner	CL000395
GA	Charleston SC (210)	Savannah	Revenue Department	019486
GA	Chattanooga TN (288)	Georgia State	Office of Insurance & Safety Fire Commissioner	0176B
GA	Chattanooga TN (288)	Georgia State	State Fire Marshal's Office	DL 000097
GA	Columbia SC (216)	Augusta	City of Augusta	31247
GA	Columbia SC (216)	Augusta/Richmond County	City of Augusta/Richmond County	GROSS-LCB20040031247
GA	Columbia SC (216)	Georgia State	Office of the Insurance Safety Fire Comm.	2234B
GA	Jacksonville FL (264)	Georgia State	Georgia Secretary of State	EN215385
GA	Jacksonville FL (264)	Georgia State	State of Georgia	LVU405874
GA	Martinez GA (216)	Columbia County	Columbia County	07251
GA	Norcross GA (201)	Gwinnett	Gwinnett County	GROSS-2012005639
GA	Savannah GA (210)	Pooler	City of Pooler	001518
GA	West Palm Beach FL (Jupiter - 262)	US Dept of Justice	Bureau of Alcohol, Tobacco, Firearms and Explosive	1-FL-099-26-OH-00752
HI	Honolulu HI (499)	Hawaii State	Dept of Commerce & Con Affairs	CT-23844
IA	Des Moines IA (Urbandale - 320)	Cedar Rapids	City of Cedar Rapids Treasurer	182
IA	Des Moines IA (Urbandale - 320)	City of Coralville	Coralville Fire Department	Coralville
IA	Des Moines IA (Urbandale - 320)	Coralville	1501 5th Street	Coralville Fire Prot
IA	Des Moines IA (Urbandale - 320)	Iowa State	State of Iowa Div. of Labor Services	C087514
IA	Des Moines IA (Urbandale - 320)	Knoxville	Knoxville Police Dept	Knoxville-Alarm

IA	Des Moines IA (Urbandale - 320)	West Des Moines	4200 Mills Civic Parkway	FA23
IA	Des Moines IA (Urbandale - 320)	West Des Moines	West Des Moines Fire Department	CSDM-26
IA	Madison WI (334)	Iowa State	Iowa State Fire Marshal' Office	A1-0601
IA	Omaha NE (362)	Council Bluffs	City of Council Bluffs	2286
IA	Omaha NE (362)	Iowa State	Iowa State Fire Marshal's Office	FP-042
IA	Omaha NE (362)	Winnebago	Winnebago Gaming Commission	APL Winnavegas
IA	Peoria IL (375)	Bettendorf	City of Bettendorf	08-00002663
IA	Peoria IL (375)	Davenport	City of Davenport	0900192*GEN
IA	Peoria IL (375)	Davenport	City of Davenport	50002354
IA	Peoria IL (375)	Iowa State	Iowa State Fire Marshal' Office	AC-0152
IA	Peoria IL (375)	Muscatine	City of Muscatine	APPL-Muscatine
ID	Boise ID (444)	Ammon	City of Ammon	9001
ID	Boise ID (444)	Boise City	City of Boise City	LIC06-00109
ID	Boise ID (444)	Idaho State	DBS-Public Works Contractors	PWC-C-11424-AAA-4
ID	Boise ID (444)	Idaho State	Dept of Insurance, State of Idaho	FPSC-004
ID	Boise ID (444)	Idaho State	Idaho Bureau of Occupational License	RCE-15520
ID	Boise ID (444)	Rexburg	City of Rexburg	644
ID	Salt Lake City UT (456)	Idaho Falls	City of Idaho Falls	APL_IdahoFalls
ID	Salt Lake City UT (456)	Idaho State	Dept of Insurance - State of Idaho	FPSC-093
ID	Salt Lake City UT (456)	Preston	City of Preston	338
ID	Salt Lake City UT (456)	Shoshone-Bannock	Shoshone-Bannock Tribes	2009-AN-2834
ID	Spokane WA (479)	Idaho State	Idaho Contractors Board	RCE-3170
ID	Spokane WA (479)	Idaho State	State of Idaho, Dept of Insurance	FPSC-092
ID	Spokane WA (479)	Lewiston	City of Lewiston	130491
IL	Chicago IL (Addison - 311)	Addison	Village of Addison	692
IL	Chicago IL (Addison - 311)	Alsip	Village of Alsip	14 30833
IL	Chicago IL (Addison - 311)	Arlington Heights	Village of Arlington Heights	14 00003975
IL	Chicago IL (Addison - 311)	Aurora, IL	City of Aurora	14-00002591
IL	Chicago IL (Addison - 311)	Barrington	Village of Barrington	APL Barrington
IL	Chicago IL (Addison - 311)	Bartlett	Village of Bartlett	47023
IL	Chicago IL (Addison - 311)	Bedford Park	Village of Bedford Park	bond

IL	Chicago IL (Addison - 311)	Beecher	Village of Beecher	S14-029
IL	Chicago IL (Addison - 311)	Bellwood	Village of Bellwood	APL Bellwood
IL	Chicago IL (Addison - 311)	Berkeley	Village of Berkeley	000000000017
IL	Chicago IL (Addison - 311)	Bolingbrook	Village of Bolingbrook	013772
IL	Chicago IL (Addison - 311)	Bridgeview	Village of Bridgeview	112
IL	Chicago IL (Addison - 311)	Broadview	Village of Broadview	Broadview
IL	Chicago IL (Addison - 311)	Burbank IL	City of Burbank	Burbank
IL	Chicago IL (Addison - 311)	Calumet	City of Calumet City	1532
IL	Chicago IL (Addison - 311)	Chicago	City of Chicago	2271209
IL	Chicago IL (Addison - 311)	Chicago Heights	City of Chicago Heights	6095
IL	Chicago IL (Addison - 311)	Chicago Ridge	Village of Chicago Ridge	0140
IL	Chicago IL (Addison - 311)	Cicero	The Town of Cicero	9791
IL	Chicago IL (Addison - 311)	Clarendon Hills	Village of Clarendon Hills	0282
IL	Chicago IL (Addison - 311)	Cook County	Cook County Collector	041981
IL	Chicago IL (Addison - 311)	Countryside	City of Countryside	151
IL	Chicago IL (Addison - 311)	Crete	Village of Crete	Crete
IL	Chicago IL (Addison - 311)	Darien	City of Darien	79266
IL	Chicago IL (Addison - 311)	Deerfield-Bannockburn	Deerfield-Bannockburn Fire Dept	14-028
IL	Chicago IL (Addison - 311)	Des Plaines	City of Des Plaines	709147
IL	Chicago IL (Addison - 311)	DuPage County	County of DuPage	2014-CR00529
IL	Chicago IL (Addison - 311)	Elmhurst	City of Elmhurst	Elmhurst
IL	Chicago IL (Addison - 311)	Elwood	Village of Elwood	2014-2015-16
IL	Chicago IL (Addison - 311)	Evergreen Park	Village of Evergreen Park	FS1012
IL	Chicago IL (Addison - 311)	Forest Park	Village of Forest Park	F. Park NOT NEEDED
IL	Chicago IL (Addison - 311)	Fox Lake	Village of Fox Lake	APL Fox Lake
IL	Chicago IL (Addison - 311)	Frankfort IL	Village of Frankfort	08-5S177

IL	Chicago IL (Addison - 311)	Franklin Park	Village of Franklin Park	0706190001
IL	Chicago IL (Addison - 311)	Franklin Park	Village of Franklin Park	6096
IL	Chicago IL (Addison - 311)	Glen Ellyn	Village of Glen Ellyn	APL Glen Ellyn
IL	Chicago IL (Addison - 311)	Glendale Heights	Village of Glendale Heights	Glendale Heights
IL	Chicago IL (Addison - 311)	Grayslake	Village of Grayslake	Grayslake
IL	Chicago IL (Addison - 311)	Gurnee	The Village of Gurnee	Not Needed - Gurnee
IL	Chicago IL (Addison - 311)	Hanover Park	Village of Hanover Park	11-00000497
IL	Chicago IL (Addison - 311)	Harwood Heights	Village of Harwood Heights	Harwood Heights
IL	Chicago IL (Addison - 311)	Hawthorn Woods	Village of Hawthorn Woods	Hawthorn Woods
IL	Chicago IL (Addison - 311)	Hickory Hills	City of Hickory Hills	182-2014
IL	Chicago IL (Addison - 311)	Hillside	Village of Hillside	HILLSIDE
IL	Chicago IL (Addison - 311)	Hoffman Estates	Village of Hoffman Estates	GC2004-0272
IL	Chicago IL (Addison - 311)	Hoffman Estates	Village of Hoffman Estates	Sprinkler
IL	Chicago IL (Addison - 311)	Huntley	Village of Huntley	14-1126
IL	Chicago IL (Addison - 311)	Illinois State	Dept of Financial & Professional Regulation	124-001364
IL	Chicago IL (Addison - 311)	Illinois State	Dept of Financial & Professional Regulation	127-001155
IL	Chicago IL (Addison - 311)	Illinois State	Office of the State Fire Marshal	0088-ABC
IL	Chicago IL (Addison - 311)	Illinois State	Office of the State Fire Marshal	FSC 0048
IL	Chicago IL (Addison - 311)	Kankakee County	Kankakee County Planning Department	L-2006-385
IL	Chicago IL (Addison - 311)	Kildeer	Village of Kildeer	APPL- Kildeer
IL	Chicago IL (Addison - 311)	La Grange	VILLAGE OF LA GRANGE	5K
IL	Chicago IL (Addison - 311)	La Grange Park	VILLAGE OF LA GRANGE PARK	LaGrangePark
IL	Chicago IL (Addison - 311)	Lake in The Hills	Village of Lake in The Hills	APPL-Lake in The Hills
IL	Chicago IL (Addison - 311)	Lake Zurich	Village of Lake Zurich	AP09030021
IL	Chicago IL (Addison - 311)	Lansing	Village of Lansing	604
IL	Chicago IL (Addison - 311)	Lemont	Village of Lemont	4

IL	Chicago IL (Addison - 311)	Libertyville	Libertyville Fire Department	13-085
IL	Chicago IL (Addison - 311)	Lincolnwood	Village of Lincolnwood	Lincolnwood
IL	Chicago IL (Addison - 311)	Lockport	City of Lockport	13-0406
IL	Chicago IL (Addison - 311)	Matteson	Village of Matteson	1513
IL	Chicago IL (Addison - 311)	McCook	Village of McCook	2013682
IL	Chicago IL (Addison - 311)	Melrose Park	Village of Melrose Park	0466
IL	Chicago IL (Addison - 311)	Minooka	Village of Minooka	08-2005
IL	Chicago IL (Addison - 311)	Mokena	Village of Mokena	08070464
IL	Chicago IL (Addison - 311)	Morris	City of Morris	Morris
IL	Chicago IL (Addison - 311)	Morton Grove	Village of Morton Grove	Morton Grove
IL	Chicago IL (Addison - 311)	Mount Prospect	Village of Mount Prospect	06-1951
IL	Chicago IL (Addison - 311)	Naperville	City of Naperville	City of Naperville
IL	Chicago IL (Addison - 311)	Norridge	Village of Norridge	2006-CL-04889
IL	Chicago IL (Addison - 311)	North Riverside	Village of North Riverside	North Riverside Contr
IL	Chicago IL (Addison - 311)	Oak Brook	The Village of Oak Brook	TBA
IL	Chicago IL (Addison - 311)	Oak Forest	City of Oak Forest	oak forest
IL	Chicago IL (Addison - 311)	Oak Lawn	Village of Oak Lawn	219
IL	Chicago IL (Addison - 311)	Oak Park	The Village of Oak Park	New
IL	Chicago IL (Addison - 311)	Orland Park	Village of Orland Park	CL-14-16615
IL	Chicago IL (Addison - 311)	Oswego	Village of Oswego	09-SI81100
IL	Chicago IL (Addison - 311)	Palatine	Village of Palatine	01701
IL	Chicago IL (Addison - 311)	Palos Heights	City of Palos Heights	Palos Heights
IL	Chicago IL (Addison - 311)	Palos Park	Village of Palos Park	14-2650
IL	Chicago IL (Addison - 311)	Park Ridge	City of Park Ridge	548129
IL	Chicago IL (Addison - 311)	River Grove	Village of River Grove	2063
IL	Chicago IL (Addison - 311)	Riverdale	Village of Riverdale	APPL Riverdale
IL	Chicago IL (Addison - 311)	Riverside IL	Village of Riverside	Village of Riverside

IL	Chicago IL (Addison - 311)	Rolling Meadows	City of Rolling Meadows	C950399
IL	Chicago IL (Addison - 311)	Romeoville	Village of Romeoville	580
IL	Chicago IL (Addison - 311)	Rosemont	Village of Rosemont	2010-2473
IL	Chicago IL (Addison - 311)	Sauk	Village of Sauk	C-0024
IL	Chicago IL (Addison - 311)	Schaumburg	Village of Schaumburg	47738
IL	Chicago IL (Addison - 311)	Schiller Park	Village of Schiller Park	15178
IL	Chicago IL (Addison - 311)	Shorewood	Village of Shorewood	9281
IL	Chicago IL (Addison - 311)	Skokie	Village of Skokie	Skokie
IL	Chicago IL (Addison - 311)	South Holland	Village of South Holland	8016
IL	Chicago IL (Addison - 311)	Stickney	Village of Stickney	111
IL	Chicago IL (Addison - 311)	Streamwood	Village of Streamwood	S20140251
IL	Chicago IL (Addison - 311)	Tinley Park	Village of Tinley Park	C-008240
IL	Chicago IL (Addison - 311)	University Park	Village of University Park	APL Univ Park
IL	Chicago IL (Addison - 311)	Vernon Hills	The Village of Vernon Hills	PERMIT-VH
IL	Chicago IL (Addison - 311)	Villa Park	Village of Villa Park	villa park
IL	Chicago IL (Addison - 311)	Waukegan	City of Waukegan	Inv # 12-807
IL	Chicago IL (Addison - 311)	Westchester	Village of Westchester	4164
IL	Chicago IL (Addison - 311)	Western Springs	Village of Western Springs	7073
IL	Chicago IL (Addison - 311)	Wheaton City	City of Wheaton	APL
IL	Chicago IL (Addison - 311)	Wheeling IL	Village of Wheeling	Wheeling
IL	Chicago IL (Addison - 311)	Wilmette	Village of Wilmette	2688
IL	Chicago IL (Addison - 311)	Winnetka	Village of Winnetka	APL Winnetka
IL	Evansville IN (324)	Illinois State	Office of the State Fire Marshal	6088 ABC
IL	Indianapolis IN (331)	Illinois State	Dept of Financial & Professional Regulation	128-000165
IL	Indianapolis IN (331)	Illinois State	Office of the State Fire Marshal	1088-ABC
IL	Indianapolis IN (331)	Illinois State	Office of the State Fire Marshal	FSC 0054

IL	Madison WI (334)	Illinois State	Dept of Financial & Professional Regulation	128-000163
IL	Madison WI (334)	Illinois State	Office of the State Fire Marshal	3088 ABC
IL	Madison WI (334)	Illinois State	Office of the State Fire Marshal	FSC-0237
IL	Peoria IL (375)	Bloomington	City of Bloomington	6827
IL	Peoria IL (375)	Bloomington	City of Bloomington PACE	6828
IL	Peoria IL (375)	City of Moline	City of Moline	13-00011338
IL	Peoria IL (375)	East Moline	City of East Moline	east moline
IL	Peoria IL (375)	Homewood	Village of Homewood	0741
IL	Peoria IL (375)	Illinois State	Dept of Financial & Professional Regulation	128-000164
IL	Peoria IL (375)	Illinois State	Office of the Illinois State Fire Marshal	FSC 0129
IL	Peoria IL (375)	Illinois State	Office of the State Fire Marshal	2088-ABC
IL	Peoria IL (375)	Illinois State	State of Illinois Dept. of Public Health	055-041370
IL	Peoria IL (375)	Normal	Town of Normal	14-00002894
IL	Peoria IL (375)	Normal	Town of Normal	APPL-General Cont
IL	Peoria IL (375)	Rock Falls	City of Rock Falls	APPL-City of Rock Falls
IL	St. Louis MO (Earth City - 354)	Alton	Alton City Treasurer	B2000
IL	St. Louis MO (Earth City - 354)	East St Louis IL	City of East St. Louis	2014
IL	St. Louis MO (Earth City - 354)	Granite City	City Clerk	2912
IL	St. Louis MO (Earth City - 354)	Illinois State	Dept of Financial & Professional Regulation	128-000167
IL	St. Louis MO (Earth City - 354)	Illinois State	Office of the State Fire Marshal	5088-ABC
IL	St. Louis MO (Earth City - 354)	Illinois State	Office of the State Fire Marshal	FSC 0156
IN	Chicago IL (Addison - 311)	City of Hobart	City of Hobart	13413
IN	Chicago IL (Addison - 311)	East Chicago	City of East Chicago	156
IN	Chicago IL (Addison - 311)	Gary	City of Gary	130321-01
IN	Chicago IL (Addison - 311)	Griffith	Town of Griffith	C001063
IN	Chicago IL (Addison - 311)	Hammond	City of Hammond	025642-03
IN	Chicago IL (Addison - 311)	Highland	Town of Highland, Indiana	20904

IN	Chicago IL (Addison - 311)	Lake County	Lake County Recorder's Office	Record Bond
IN	Chicago IL (Addison - 311)	Lake Station	City of Lake Station	APL LakeStation
IN	Chicago IL (Addison - 311)	Munster	Town of Munster	3483
IN	Chicago IL (Addison - 311)	Schererville	Town of Schererville	APPL-Schererville
IN	Evansville IN (324)	Evansville	Evansville Police Dept	14V39
IN	Evansville IN (324)	Evansville-Vanderburgh	Evansville-Vanderburgh County	APL FA
IN	Evansville IN (324)	Evansville-Vanderburgh	Evansville-Vanderburgh County	FSC0034
IN	Ft. Wayne IN (359)	Elkhart County	Elkhart County Public Safety Communications Center	025
IN	Ft. Wayne IN (359)	Fort Wayne	City of Fort Wayne	9810-0021
IN	Ft. Wayne IN (359)	Mishawaka	City of Mishawaka	459
IN	Indianapolis IN (331)	Crawfordsville	City of Crawfordsville	CR 1577
IN	Indianapolis IN (331)	Indiana State	State of Indiana - Public Works Cert. Board	Contractor Certifications
IN	Indianapolis IN (331)	Indianapolis	City of Indianapolis	LAC-000030
IN	Indianapolis IN (331)	Indianapolis	City of Indianapolis - Dept. of Code Enforcement	GC1200209
IN	Indianapolis IN (331)	Lafayette	City of Lafayette	Lafayette
IN	Indianapolis IN (331)	Lawrence	City of Lawrence	AU2238
IN	Indianapolis IN (331)	Muncie	City of Muncie	28
IN	Indianapolis IN (331)	Speedway	Town of Speedway	APPL-Speedway
IN	Indianapolis IN (331)	Tippecanoe County	Tippecanoe County	Bond Only
IN	Northern Indiana IN (Elkhart - 359)	Allen County	Allen County	BD-9557
IN	Northern Indiana IN (Elkhart - 359)	Burns Harbor	Town of Burns Harbor	4394
IN	Northern Indiana IN (Elkhart - 359)	La Porte	City of La Porte	APL La Porte
IN	Northern Indiana IN (Elkhart - 359)	LaPorte	LaPorte County	10-1501
IN	Northern Indiana IN (Elkhart - 359)	Merrillville	Town of Merrillville	8090
IN	Northern Indiana IN (Elkhart - 359)	Michigan City	City of Michigan City	438
IN	Northern Indiana IN (Elkhart - 359)	Portage	City of Portage	S14-7347
IN	Northern Indiana IN (Elkhart - 359)	Porter	Porter County Recorders Office	Bond Recorder Porter
IN	Northern Indiana IN (Elkhart - 359)	St Joseph Count/SouthBend	St. Joseph County/City of South Bend	001901-15
IN	Northern Indiana IN (Elkhart - 359)	Steuben County	Steuben County Communications	612

IN	Northern Indiana IN (Elkhart - 359)	Valparaiso	City of Valparaiso	5479
KS	Kansas City KS (Lenexa - 332)	Atchison	City of Atchison	Alarm Bus Lic
KS	Kansas City KS (Lenexa - 332)	Atchison	City of Atchison	Atchison
KS	Kansas City KS (Lenexa - 332)	Bonner Springs	City of Bonner Springs	370
KS	Kansas City KS (Lenexa - 332)	Butler	Butler County	Butler County
KS	Kansas City KS (Lenexa - 332)	Edwardsville	City of Edwardsville	2014-34
KS	Kansas City KS (Lenexa - 332)	Emporia	City of Emporia	3042
KS	Kansas City KS (Lenexa - 332)	Johnson	Johnson County	2014-1436
KS	Kansas City KS (Lenexa - 332)	Kansas City - Unified	Unified Government License Div	99980-00000- 00493
KS	Kansas City KS (Lenexa - 332)	Kansas State	Kansas State Fire Marshal's Office	JOXBL002
KS	Kansas City KS (Lenexa - 332)	Kickapoo Tribe Gaming	Kickapoo Tribe Gaming Commission	200262
KS	Kansas City KS (Lenexa - 332)	Leawood	City of Leawood	OL.008531
KS	Kansas City KS (Lenexa - 332)	Lenexa	City of Lenexa	13745
KS	Kansas City KS (Lenexa - 332)	McPherson	City of McPherson	1594
KS	Kansas City KS (Lenexa - 332)	McPherson McPherson	City of McPherson	APL McPherson
KS	Kansas City KS (Lenexa - 332)	Merriam	City of Merriam	55-782-06
KS	Kansas City KS (Lenexa - 332)	Paola	City of Paola	APPL-Paola
KS	Kansas City KS (Lenexa - 332)	Pittsburg	City of Pittsburg	02094
KS	Kansas City KS (Lenexa - 332)	Prairie Village	City of Prairie Village	008985
KS	Kansas City KS (Lenexa - 332)	Roeland Park	City Clerk	20020126
KS	Kansas City KS (Lenexa - 332)	Salina	City of Salina	5427
KS	Kansas City KS (Lenexa - 332)	Shawnee	City of Shawnee	090304
KS	Kansas City KS (Lenexa - 332)	Topeka	City of Topeka	FAQP 2012000001941
KS	Kansas City KS (Lenexa - 332)	Topeka	City of Topeka	FSQP 2012000002612
KS	Kansas City KS (Lenexa - 332)	Wichita	City of Wichita	BUS2006-06551
KS	Portland OR (Lake Oswego - 448)	Kansas State	Kansas State Board of Technical Professions	1518
KS	Topeka KS (355)	Leavenworth	City of Leavenworth	7472

KS	Wichita KS (472)	Andover	City of Andover	09-634
KS	Wichita KS (472)	Augusta	City of Augusta	2016
KS	Wichita KS (472)	Garden City	City of Garden City	4854
KS	Wichita KS (472)	Peabody	City of Peabody	APL Peabody
KS	Wichita KS (472)	Wichita	City of Wichita	1150
KS	Wichita KS (472)	Wichita/SedgwickCounty	Sedgwick County	APPL-Sedgwick County
KY	Charleston WV (512)	Kentucky Commonwealth	Kentucky State Treasurer	S-016R
KY	Charleston WV (512)	Kentucky Commonwealth	Kentucky State Treasurer	S-018CL
KY	Cincinnati OH (West Chester - 514)	Ashland	City of Ashland	002393
KY	Cincinnati OH (West Chester - 514)	Boone	County of Boone	GROSS-BL84432
KY	Cincinnati OH (West Chester - 514)	Campbell County	Campbell County & Cities	SIMPGR1500
KY	Cincinnati OH (West Chester - 514)	Florence	City of Florence	123313
KY	Cincinnati OH (West Chester - 514)	Gallatin	Gallatin County	1257-14
KY	Cincinnati OH (West Chester - 514)	Kenton	Kenton County and Cities	50407300
KY	Cincinnati OH (West Chester - 514)	Kentucky	Kentucky State Treasurer	S-017C
KY	Cincinnati OH (West Chester - 514)	Kentucky Commonwealth	Kentucky State Treasurer	S-014R
KY	Cincinnati OH (West Chester - 514)	Newport	City of Newport	3274
KY	Evansville IN (324)	Beaver Dam	City of Beaver Dam	12226
KY	Evansville IN (324)	Hartford	City of Hartford	Hartford 319
KY	Evansville IN (324)	Madisonville	Director of Finance City of Madisonville	9783
KY	Evansville IN (324)	Murray	City of Murray	APPL-Murray
KY	Lexington KY (232)	Anderson	Anderson County Clerk	APL_AndersonCty
KY	Lexington KY (232)	Danville	City of Danville	2822-Permanent
KY	Lexington KY (232)	Flemingsburg	City of Flemingsburg	0072
KY	Lexington KY (232)	Georgetown-Scott County	Georgetown-Scott County Revenue Commission	Net Profit-103044
KY	Lexington KY (232)	Harrodsburg	City of Harrodsburg	0001921
KY	Lexington KY (232)	Kentucky Commonwealth	Kentucky State Treasurer	S-012R
KY	Lexington KY (232)	Kentucky Commonwealth	Kentucky State Treasurer	S-014CL
KY	Lexington KY (232)	Lawrenceburg	City of Lawrenceburg	2014-20132950
KY	Lexington KY (232)	Lexington-Fayette County	Lexington-Fayette Urban County Government	11871

KY	Lexington KY (232)	Lexington-Fayette County	Lexington-Fayette Urban County Government	128493
KY	Lexington KY (232)	McKee	City of McKee	LIC-10452
KY	Lexington KY (232)	Midway	City of Midway	1650
KY	Lexington KY (232)	Morehead	City of Morehead	2014-1142-01
KY	Lexington KY (232)	Paris	City of Paris	40225
KY	Lexington KY (232)	Pikeville	City of Pikeville	7093
KY	Lexington KY (232)	Richmond	City of Richmond, Finance Department	16681
KY	Lexington KY (232)	Somerset	City of Somerset	20141619
KY	Lexington KY (232)	Stanford	City of Stanford	1542
KY	Lexington KY (232)	Versailles	City of Versailles	2012 0000000816
KY	Lexington KY (232)	Whitesburg	City of Whitesburg	3128
KY	Lexington KY (232)	Winchester	City of Winchester	0000899
KY	Louisville KY (233)	Bardstown	City of Bardstown	2043
KY	Louisville KY (233)	Berea	City of Berea	002251
KY	Louisville KY (233)	Bloomfield	City of Bloomfield	01301
KY	Louisville KY (233)	Bowling Green	City of Bowling Green	GROSS-APL BowlingGreen
KY	Louisville KY (233)	Burkesville	City of Burkesville	APL Burkesville
KY	Louisville KY (233)	Campbellsburg	City of Campbellsburg	Campbellsburg 087
KY	Louisville KY (233)	Carrollton	City of Carrollton	2014 000002452
KY	Louisville KY (233)	Elizabethtown	City of Elizabethtown	58858
KY	Louisville KY (233)	Eminence	City of Eminence	1805
KY	Louisville KY (233)	Frankfort KY	City of Frankfort	0068018
KY	Louisville KY (233)	Franklin	City of Franklin	2012-4274
KY	Louisville KY (233)	Glasgow	City of Glasgow	2014 295600001
KY	Louisville KY (233)	Highland Heights KY	City of Highland Heights,	1071
KY	Louisville KY (233)	Hopkinsville	City of Hopkinsville	115103
KY	Louisville KY (233)	Jeffersontown	City of Jeffersontown	00001796
KY	Louisville KY (233)	Kentucky Commonwealth	Kentucky State Treasurer	S-007R
KY	Louisville KY (233)	Kentucky Commonwealth	Kentucky State Treasurer	S-011CL
KY	Louisville KY (233)	Kentucky Commonwealth	Kentucky State Treasurer	S-025S
KY	Louisville KY (233)	LaGrange	City of LaGrange	26737
KY	Louisville KY (233)	Lebanon	City of Lebanon	570240
KY	Louisville KY (233)	Louisville KY	False Alarm Reduction Unit	324
KY	Louisville KY (233)	Louisville-Jefferson	Metro Finance	F0022
KY	Louisville KY (233)	Louisville-Jefferson	Metro Finance	X0006
KY	Louisville KY (233)	Nelson	Nelson County	Nelson County
KY	Louisville KY (233)	New Castle KY	City of New Castle	5242
KY	Louisville KY (233)	Pioneer Village	City of Pioneer Village	3742
KY	Louisville KY (233)	Radcliff	City of Radcliff	APL Radcliff
KY	Louisville KY (233)	Russellville	City of Russellville	582608861

KY	Louisville KY (233)	Shelbyville	City of Shelbyville	APPL Shelbyville
KY	Louisville KY (233)	Shepherdsville	City of Shepherdsville	2009 0000232
KY	Louisville KY (233)	Springfield	City of Springfield	15579
KY	Louisville KY (233)	Warsaw	City of Warsaw	10449
KY	Louisville KY (233)	West Buechel	City of West Buechel	West Buechel
LA	Lake Charles LA (727)	Coushatta Tribe of LA	Tribal Gaming Commission	SV 853
LA	Lake Charles LA (727)	Jennings	PO Box 1249	0000003962
LA	Lake Charles LA (727)	Lake Charles	City of Lake Charles	05-00494
LA	New Orleans LA (Harahan - 269)	Baton Rouge	City of Baton Rouge Parish of East Baton Rouge	0138
LA	New Orleans LA (Harahan - 269)	Louisiana State	Contractor Licensing Board	39050
LA	New Orleans LA (Harahan - 269)	Louisiana State	Louisiana Dept. of Public Safety and Corrections	NonGamingLic
LA	New Orleans LA (Harahan - 269)	Louisiana State	Office of State Fire Marshal	F767
LA	New Orleans LA (Harahan - 269)	Louisiana State	State of Louisiana, Dept of Public Safety & Correc	LousianaBusiness
LA	New Orleans LA (Harahan - 269)	St. James Parish	St. James Parish	1062
LA	Shreveport LA (287)	Louisiana State	Office of the State Fire Marshal	F186
LA	Shreveport LA (287)	Parish of Ouachita	Parish of Ouachita	13 00003213
MA	Boston MA (Norwood 108)	Massachusetts	Div of Capital Asset Mgmt.	1245
MA	Boston MA (Norwood 108)	Massachusetts Commonwealth	Commonwealth of Massachusetts	SC 000786
MA	Boston MA (Norwood 108)	Massachusetts Commonwealth	The Commonwealth of Massachusetts	11-1245..
MA	Nashua NH (114)	Massachusetts Commonwealth	Commonwealth of Massachusetts	CR 16
MA	Providence RI (149)	Barnstable	Town of Barnstable	14-068
MA	Providence RI (149)	Massachusetts Commonwealth	Commonwealth of Massachusetts	CR-000105
MA	Westminster TSP (807)	Westminster	Town of Westminster	Westminster.TSP
MA	Worcester MA (168)	Massachusetts	Commonwealth of Massachusetts	SS 001886
MA	Worcester MA (168)	Massachusetts Commonwealth	Commonwealth of Massachusetts	CR-004651
MA	Worcester MA (168)	Massachusetts Commonwealth	Commonwealth of Massachusetts	SSCO-001007
MA	Worcester MA (168)	Massachusetts Commonwealth	Division of Prof. Licensure	17359A
MD	Baltimore MD (Linthicum - 565)	Baltimore	Baltimore City Alarm Reduction Program	Reg# 0394

MD	Baltimore MD (Linthicum - 565)	Baltimore	Baltimore City False Alarm Reduction Program	217
MD	Baltimore MD (Linthicum - 565)	Calvert County	Calvert County Treasurer	ABL3902
MD	Baltimore MD (Linthicum - 565)	Maryland State	Clerk of Circuit Court for Anne Arundel County	02826191
MD	Baltimore MD (Linthicum - 565)	Maryland State	Maryland State Lottery Commission	MD-Lottery-Active- No Exp
MD	Baltimore MD (Linthicum - 565)	Maryland State	Maryland State Police	107-1486
MD	Baltimore MD (Linthicum - 565)	Maryland State	Office of the State Fire Marshal	MSC-13
MD	Hagerstown MD (516)	Maryland State	Dennis J. Weaver, Clerk of Circuit Court	21881625
MD	Northern Virginia VA (Dulles - 564)	Charles County	Charles County Government	3902
MD	Northern Virginia VA (Dulles - 564)	Montgomery County	Montgomery County	00035
MD	Northern Virginia VA (Dulles - 564)	Montgomery County	Montgomery County	EB3709
MD	Northern Virginia VA (Dulles - 564)	Montgomery County	Montgomery County Fire & Rescue Service	Spklr
MD	Northern Virginia VA (Dulles - 564)	Montgomery County	Montgomery County Fire Code Enforcement Section	APL IMTCorp Lic
MD	Northern Virginia VA (Dulles - 564)	Montgomery County Dept of	Montgomery County	00686
MD	Northern Virginia VA (Dulles - 564)	Prince George County	Prince George County - Licensing	EC0808
MD	Wilmington DE (New Castle - 557)	Ocean City	Town of Ocean City	14-00035567
ME	Portland ME (147)	Maine State	Department of Professional & Financial Regulation	MS60019217
ME	Portland ME (147)	Maine State	Treasurer State of Maine	MC60018335-Not Req'd
MI	Detroit MI (Farmington Hills - 321)	Michigan State	Dept of Labor & Economic Growth	5103271
MI	Detroit MI (Farmington Hills - 321)	Michigan State	MI - Dept of Labor & Economic Growth	S-0417
MI	Detroit MI (Farmington Hills - 321)	Michigan State	MI Dept of Labor & Eco Growth	7116956
MI	Detroit MI (Farmington Hills - 321)	Michigan State	MI Dept of Labor & Eco Growth	A-0417
MI	Detroit MI (Farmington Hills - 321)	Michigan State	MI Dept of Labor&Economic Growth	3601205721

MI	Detroit MI (Farmington Hills - 321)	Michigan State	Michigan Gaming Control Board	exempt-financials due6mo.
MI	Detroit MI (Farmington Hills - 321)	Nottawaseppi Huron Band	Nottawaseppi Huron Band of the Potawatomi (NHBP)	NG-10-0365
MI	Grand Rapids MI (327)	Michigan State	MI Dept of Labor&Economic Growth	5103081
MI	Northern Indiana IN (Elkhart - 359)	Michigan State	State of Michigan Licensing and Regulatory Affairs	License Registration
MI	Toledo OH (Maumee - 584)	Michigan State	Bureau of Fire Services,Off.State Fire Marshal	A-0013
MI	Toledo OH (Maumee - 584)	Michigan State	MI Dept of Labor&Economic Growth	5103296
MN	Minneapolis MN (337)	Baxter	City of Baxter	3065
MN	Minneapolis MN (337)	Burnsville	City of Burnsville	APL Burnsville
MN	Minneapolis MN (337)	Columbia Heights	City of Columbia Heights	Columbia Heights
MN	Minneapolis MN (337)	Mille Lacs Band of Ojibwe	700 Grand Avenue	G-1096
MN	Minneapolis MN (337)	Minneapolis	Minneapolis Finance Dept.	L067 50004
MN	Minneapolis MN (337)	Minnesota State	Department of Labor and Industry	TS000557
MN	Minneapolis MN (337)	Minnesota State	State Fire Marshal Division	C015
MN	Minneapolis MN (337)	Upper Sioux Community	Upper Sioux Community Gaming Commission	APPL UPPER SIOUX
MO	Kansas City KS (Lenexa - 332)	Belton	City of Belton	OL-14-02219
MO	Kansas City KS (Lenexa - 332)	Blue Springs	City of Blue Springs	532
MO	Kansas City KS (Lenexa - 332)	Chillicothe	City of Chillicothe	Y01432
MO	Kansas City KS (Lenexa - 332)	Gladstone	Office of Collector	BL-14-03788
MO	Kansas City KS (Lenexa - 332)	Grandview	City of Grandview	01068
MO	Kansas City KS (Lenexa - 332)	Harrisonville	City of Harrisonville	Harrisonville
MO	Kansas City KS (Lenexa - 332)	Independence	License Officer	72180
MO	Kansas City KS (Lenexa - 332)	Kansas City	City of Kansas City	201639
MO	Kansas City KS (Lenexa - 332)	Kansas City	City of Kansas City	951396

MO	Kansas City KS (Lenexa - 332)	Kansas City MO	Department of City Planning and Development	951393
MO	Kansas City KS (Lenexa - 332)	Kearney	The City of Kearney	1360
MO	Kansas City KS (Lenexa - 332)	Lee's Summit	City of Lee's Summit	2014-85231
MO	Kansas City KS (Lenexa - 332)	Lenexa	City of Lenexa	L02120
MO	Kansas City KS (Lenexa - 332)	Liberty	Deputy City Clerk	LIC-1850-2003
MO	Kansas City KS (Lenexa - 332)	Marshall	City of Marshall	1415
MO	Kansas City KS (Lenexa - 332)	North Kansas City	City Clerk	3582
MO	Kansas City KS (Lenexa - 332)	Oak Grove	City of Oak Grove	3037
MO	Kansas City KS (Lenexa - 332)	Odessa	City of Odessa City Hall	116
MO	Kansas City KS (Lenexa - 332)	Parkville	City of Parkville	Parkville Occupational
MO	Kansas City KS (Lenexa - 332)	Raymore	City of Raymore	10059
MO	Kansas City KS (Lenexa - 332)	Raytown	City of Raytown	0334
MO	Kansas City KS (Lenexa - 332)	Richmond MO	City of Richmond	073
MO	Kansas City KS (Lenexa - 332)	St. Joseph	City of St. Joseph	FP06-00817
MO	Kansas City KS (Lenexa - 332)	St. Joseph MO	City of St. Joseph	BL02-06023
MO	Kansas City KS (Lenexa - 332)	Warrensburg	City of Warrensburg	17407
MO	Phoenix AZ (445)	Kansas City MO	City of Kansas City	10040361
MO	Springfield MO (333)	Aurora	City of Aurora	647
MO	Springfield MO (333)	Branson	City of Branson - Finance	14-00000374
MO	Springfield MO (333)	Carthage	City of Carthage	0125
MO	Springfield MO (333)	Greene County	Greene County	2201215
MO	Springfield MO (333)	Joplin	City of Joplin	15-00016801
MO	Springfield MO (333)	Laclede County	Laclede County Collector	3333
MO	Springfield MO (333)	Neosho	City of Neosho	014255
MO	Springfield MO (333)	Nevada MO	City of Nevada	001620
MO	Springfield MO (333)	Newton County	Newton County	2516
MO	Springfield MO (333)	Osage Beach	City of Osage Beach	01673
MO	Springfield MO (333)	Polk	Polk County Collector	0199
MO	Springfield MO (333)	Pulaski	Pulaski County	1166
MO	Springfield MO (333)	Republic	City of Republic	852
MO	Springfield MO (333)	Rolla	City of Rolla	0418
MO	Springfield MO (333)	Springfield MO	City of Springfield	BUS2002-01012

MO	St. Louis MO (Earth City - 354)	Baldwin MO	City of Baldwin	APL Baldwin
MO	St. Louis MO (Earth City - 354)	Ballwin	City of Ballwin	558
MO	St. Louis MO (Earth City - 354)	Cape Girardeau	PO Box 617	4987
MO	St. Louis MO (Earth City - 354)	Chesterfield	City of Chesterfield	1037
MO	St. Louis MO (Earth City - 354)	Columbia	City of Columbia	10 00009815
MO	St. Louis MO (Earth City - 354)	Crystal	City of Crystal City	00612
MO	St. Louis MO (Earth City - 354)	Farmington MO	City of Farmington	Farmington-967
MO	St. Louis MO (Earth City - 354)	Frontenac	City of Frontenac	2008-1053
MO	St. Louis MO (Earth City - 354)	Herculaneum	City of Herculaneum	13-851
MO	St. Louis MO (Earth City - 354)	Hermann	City of Hermann	226
MO	St. Louis MO (Earth City - 354)	Jefferson	Jefferson County	Jefferson County
MO	St. Louis MO (Earth City - 354)	Jefferson City	City of Jefferson	004744
MO	St. Louis MO (Earth City - 354)	Kirksville/Adair	City of Kirksville/County of Adair	7988
MO	St. Louis MO (Earth City - 354)	Kirkwood	City of Kirkwood	07-2553
MO	St. Louis MO (Earth City - 354)	Macon	City of Macon	SIMPLEXGRI-04
MO	St. Louis MO (Earth City - 354)	Pacific	City of Pacific	1535
MO	St. Louis MO (Earth City - 354)	St. Francois	St. Francois County	967
MO	St. Louis MO (Earth City - 354)	St. Louis	City of St. Louis	221
MO	St. Louis MO (Earth City - 354)	St. Louis	City of St. Louis	225
MO	St. Louis MO (Earth City - 354)	St. Louis	City of St. Louis	APPL-St Louis MechLic
MO	St. Louis MO (Earth City - 354)	St. Louis	City of St. Louis	LC9736767
MO	St. Louis MO (Earth City - 354)	St. Louis	St Louis County Treasurer	NL13676
MO	St. Louis MO (Earth City - 354)	St. Louis	St Louis County Treasurer	SFC-X4033
MO	St. Louis MO (Earth City - 354)	St. Louis - ARFAM	City of St. Louis - ARFAM	82
MO	St. Louis MO (Earth City - 354)	St. Louis County	Director of Revenue St. Louis County	69805
MO	St. Louis MO (Earth City - 354)	St. Louis County	St Louis County Treasurer	APL DuanMarshall

MO	St. Louis MO (Earth City - 354)	St. Louis County	St. Louis County	B0027247A
MO	St. Louis MO (Earth City - 354)	St. Louis County	St. Louis County Treasurer	APPL Backflow Lic
MO	St. Louis MO (Earth City - 354)	St. Louis Fire Department	St. Louis Fire Department	FireSupp
MO	St. Louis MO (Earth City - 354)	Troy	City of Troy	LIC2007-50
MO	St. Louis MO (Earth City - 354)	Washington	City of Washington	16434
MO	St. Louis MO (Earth City - 354)	Wildwood	City of Wildwood	A2014-2015
MS	Jackson MS (Richland - 294)	McComb	City of McComb	McComb
MS	Jackson MS (Richland - 294)	Mississippi State	Mississippi Insurance Department	New Lic / Requirement
MS	Jackson MS (Richland - 294)	Pearl	City of Pearl	Pearl
MS	Jackson MS (Richland - 294)	Richland	City of Richland	Richland-510
MS	Memphis TN (235)	Horn Lake	City of Horn Lake	APL LakeHorn
MS	Mobile AL (222)	Gulfport	City of Gulfport	64469
MS	New Orleans LA (Harahan - 269)	Mississippi State	Mississippi State Board of Contractors	05594-SC
MS	New Orleans LA (Harahan - 269)	Mississippi State	State Board of Contractors	00618-SC
MT	Helena MT (483)	Billings	City of Billings	OL-15-18325
MT	Helena MT (483)	Blackfeet Tribe	Blackfeet Nation	001091
MT	Helena MT (483)	Bozeman	City of Bozeman,	14-00011254
MT	Helena MT (483)	Butte Silver Bow	Butte Silver Bow	8113
MT	Helena MT (483)	Great Falls	City of Great Falls	19568
MT	Helena MT (483)	Helena	City of Helena	7765
MT	Helena MT (483)	Missoula	City of Missoula	BL01-62185
MT	Helena MT (483)	Montana State	Department of Labor & Industry	146787
MT	Helena MT (483)	Whitefish	City of Whitefish	831
NC	Charlotte NC (260)	Brevard	City of Brevard	6454
NC	Charlotte NC (260)	Charlotte/Mecklenburg	City-County Tax Collector	10-0005620
NC	Charlotte NC (260)	North Carolina State	Alarm Systems Licensing Board	1030-CSA
NC	Charlotte NC (260)	North Carolina State	State Board of Examiners	30654
NC	Charlotte NC (260)	North Carolina State	State Board of Examiners of Electrical Contractors	29433-SP-FA/LV
NC	Charlotte NC (260)	North Carolina State	State of NC Board of Examiners	30687
NC	Charlotte NC (260)	Waxhaw	Town of Waxhaw	PL-945-2013
NC	Greensboro NC (High Point - 286)	Greensboro	City of Greensboro	Bond Privilege

NC	Greensboro NC (High Point - 286)	High Point	City of High Point	32912-13638
NC	Greensboro NC (High Point - 286)	North Carolina State	State Board of Examiners	28508
NC	Greensboro NC (High Point - 286)	North Carolina State	State Board of Examiners of Electrical Contractors	25284-SP-LV
NC	Greensboro NC (High Point - 286)	North Carolina State	State of North Carolina	1843-CSA
NC	Greensboro NC (High Point - 286)	North Carolina State	State of North Carolina	912-CSA
NC	Greensboro NC (High Point - 286)	Reidsville	City of Reidsville	64042
NC	Greensboro NC (High Point - 286)	Salisbury	City of Salisbury	00002291
NC	Greensboro NC (High Point - 286)	Statesville	City of Statesville	07-00003926
NC	Greensboro NC (High Point - 286)	Winston-Salem	City of Winston-Salem Revenue Division	APPL Winston-Salem
NC	Greenville SC (Spartanburg - 213)	Asheville	City of Asheville	9017
NC	Greenville SC (Spartanburg - 213)	North Carolina State	State Board of Examiners of Electrical Contractors	27089-SP-FA/LV
NC	Hickory NC (298)	Boone	Town of Boone	26867735
NC	Hickory NC (298)	Catawba County	County of Catawba	2011-PL530
NC	Hickory NC (298)	Hickory	City of Hickory	12 00008131
NC	Hickory NC (298)	Morganton	City of Morganton	1919
NC	Johnson City TN (Kingsport - 209)	North Carolina State	State of NC Board of Examiners	30759
NC	Johnson City TN (Kingsport - 209)	North Carolina State	State of NC Board of Examiners	S30797
NC	Myrtle Beach SC (217)	North Carolina State	State Board of Examiners of Electrical Contractors	29354-SP-FA/LV
NC	Myrtle Beach SC (217)	Shalotte	Town of Shallotte	734
NC	Myrtle Beach SC (217)	Whiteville	City of Whiteville	1529
NC	Myrtle Beach SC (217)	Whiteville	City of Whiteville	1530
NC	Norfolk VA (295)	North Carolina State	Alarm Systems Licensing Board	BPN001962P4
NC	Norfolk VA (295)	North Carolina State	State Board of Examiners	24571
NC	Raleigh NC (250)	Brunswick	County of Brunswick	APPL BRUNSWICK
NC	Raleigh NC (250)	Cape Carteret	Town of Cape Carteret	APL CapeCarteret
NC	Raleigh NC (250)	Carrboro	Town of Carrboro	1035
NC	Raleigh NC (250)	Cary	Town of Cary	07-00019607
NC	Raleigh NC (250)	Chapel Hill	Town of Chapel Hill	Chapel Hill
NC	Raleigh NC (250)	Clayton	Town of Clayton	46

NC	Raleigh NC (250)	Dunn	City of Dunn	15860
NC	Raleigh NC (250)	Durham	City of Durham	11162
NC	Raleigh NC (250)	Erwin	Town of Erwin	Erwin139
NC	Raleigh NC (250)	Fayetteville	City of Fayetteville	20091890
NC	Raleigh NC (250)	Fayetteville	City of Fayetteville	20091891
NC	Raleigh NC (250)	Fuquay-Varina	Town of Fuquay-Varina	447
NC	Raleigh NC (250)	Goldsboro	City of Goldsboro	CBL-04807-2013
NC	Raleigh NC (250)	Greenville	City of Greenville	7090
NC	Raleigh NC (250)	Henderson	City of Henderson	502
NC	Raleigh NC (250)	Holly Springs	Town of Holly Springs	2801809
NC	Raleigh NC (250)	Hope Mills	Town of Hope Mills	1737
NC	Raleigh NC (250)	Knightdale	TOWN OF KNIGHTDALE	Privilege
NC	Raleigh NC (250)	Morrisville NC	Town Of Morrisville	Morrisville
NC	Raleigh NC (250)	New Bern	City of New Bern	029792/030365
NC	Raleigh NC (250)	New Hanover County	New Hanover County	firelicense
NC	Raleigh NC (250)	North Carolina State	Alarm Systems Licensing Board	1439-CSA
NC	Raleigh NC (250)	North Carolina State	State Board of Examiners	24965
NC	Raleigh NC (250)	North Carolina State	State Board of Examiners of Electrical Contractors	27575-U
NC	Raleigh NC (250)	Raleigh NC	City of Raleigh	29667
NC	Raleigh NC (250)	Rocky Mount	City of Rocky Mount	3073
NC	Raleigh NC (250)	Rolesville	Town of Rolesville	4100
NC	Raleigh NC (250)	Southport	City of Southport	3767
NC	Raleigh NC (250)	Spring Lake	The Town of Spring Lake	6531
NC	Raleigh NC (250)	Surf City	Town of Surf City	Town of Surf City
NC	Raleigh NC (250)	Swansboro Town	Town of Swansboro	5860
NC	Raleigh NC (250)	Topsail Beach	Town of Topsail Beach	Topsail applied for
NC	Raleigh NC (250)	Wake Forest	Town of Wake Forest	503
NC	Raleigh NC (250)	Washington	City of Washington	200199
NC	Raleigh NC (250)	Wilson	City of Wilson	6393
ND	Fargo ND (385)	Grand Forks	City of Grand Forks	671938
ND	Fargo ND (385)	Grand Forks	Grand Forks Fire Department	12710
ND	Fargo ND (385)	North Dakota State	State of North Dakota, Secretary of State	37144
ND	Fargo ND (385)	Spirit Lake Tribe	Spirit Lake Tribe	02-14-030
ND	Fargo ND (385)	Standing Rock	Standing Rock Tribe	BL-0000098
ND	Fargo ND (385)	TERO MHA	Tribal Employment Rights Office TERO	08-1526
ND	Fargo ND (385)	TERO Turtle Mountain	Tribal Employment Rights Office	020823
NE	Omaha NE (362)	Blair	City of Blair	City of Blair 2014
NE	Omaha NE (362)	La Vista	City of La Vista	14-0102

NE	Omaha NE (362)	Lincoln	City of Lincoln	EFA53
NE	Omaha NE (362)	Lincoln	City of Lincoln	FM66
NE	Omaha NE (362)	Lincoln	City of Lincoln	KM30
NE	Omaha NE (362)	Lincoln	City of Lincoln	KMG32
NE	Omaha NE (362)	Nebraska State	Nebraska Department of Labor/CRA	23601
NE	Omaha NE (362)	Nebraska State	State of Nebraska	98005
NE	Omaha NE (362)	Norfolk	City of Norfolk	2014-00316
NE	Omaha NE (362)	Omaha	City of Omaha	Permit # SMP
NE	Omaha NE (362)	York	City of York	0306
NJ	Allentown PA (551)	New Jersey State	Dept of Treasury/Div of Rev	1125364-Permanent
NJ	North Jersey NJ (Rockaway - 518)	Bayonne	Office of Construction Official	5845
NJ	North Jersey NJ (Rockaway - 518)	Edison Township	Township of Edison	6065
NJ	North Jersey NJ (Rockaway - 518)	Irvington Township	Dept of Rev & Fin, Div of Lic	0121
NJ	North Jersey NJ (Rockaway - 518)	Jersey City	City of Jersey City	Y2-0081
NJ	North Jersey NJ (Rockaway - 518)	New Jersey State	Dept of Treasury/Div of Rev	1090258
NJ	North Jersey NJ (Rockaway - 518)	New Jersey State	Dept of Treasury/Div of Rev	1128896
NJ	North Jersey NJ (Rockaway - 518)	New Jersey State	State of New Jersey	34BF00045100
NJ	North Jersey NJ (Rockaway - 518)	New Jersey State	Treasurer State of New Jersey	153655
NJ	North Jersey NJ (Rockaway - 518)	New Jersey State	Treasurer State of New Jersey	158211
NJ	North Jersey NJ (Rockaway - 518)	New Jersey State	Treasurer State of New Jersey	177508
NJ	North Jersey NJ (Rockaway - 518)	New Jersey State	Treasurer State of New Jersey	177509
NJ	North Jersey NJ (Rockaway - 518)	New Jersey State	Treasurer State of New Jersey	Bid Classification
NJ	North Jersey NJ (Rockaway - 518)	New Jersey State	Treasurer State of New Jersey	P00423
NJ	North Jersey NJ (Rockaway - 518)	Newark	City of Newark	03-04826
NJ	North Jersey NJ (Rockaway - 518)	Northvale	Borough of Northvale	03-76
NJ	North Jersey NJ (Rockaway - 518)	Passaic	City of Passaic	1374-5
NJ	North Jersey NJ (Rockaway - 518)	Rutherford	Municipal Building	104-04
NJ	North Jersey NJ (Rockaway - 518)	South Orange	The Township of South Orange Village	1863
NJ	North Jersey NJ (Rockaway - 518)	West Windsor	Township of West Windsor	1695
NJ	Philadelphia PA (Horsham - 544)	New Jersey State	State of New Jersey	1383958

NJ	Philadelphia PA (Horsham - 544)	Pennsauken	Township of Pennsauken	2014-74241
NJ	Philadelphia PA (Horsham - 544)	Washington	Township of Washington	Twp Washington
NJ	South Jersey NJ (Egg Harbor - 526)	Egg Harbor	Township of Egg Harbor	2002039
NJ	South Jersey NJ (Egg Harbor - 526)	New Jersey State	Casino Control Commission	60903
NJ	South Jersey NJ (Egg Harbor - 526)	New Jersey State	Dept of Treasury/Div of Rev	1089133
NJ	South Jersey NJ (Egg Harbor - 526)	New Jersey State	Div of Wage & Hour Compliance State of NJ	605576
NJ	Westminster CMC (807)	New Jersey State	Dept of Treasury/Div of Rev	0882491
NM	Albuquerque NM (467)	Alamogordo	City of Alamogordo	14 00008808
NM	Albuquerque NM (467)	Albuquerque	Albuquerque Police Dept	625
NM	Albuquerque NM (467)	Albuquerque	City of Albuquerque	ID FA0009567
NM	Albuquerque NM (467)	Bernalillo	Bernalillo County	ZBL#40311
NM	Albuquerque NM (467)	Clayton	Town of Clayton	APL TownClayton
NM	Albuquerque NM (467)	Corona	Village of Corona	Corona
NM	Albuquerque NM (467)	Deming	Po Box 706	2538
NM	Albuquerque NM (467)	Edgewood	Town of Edgewood	00887
NM	Albuquerque NM (467)	Espanola	City of Espanola	3573
NM	Albuquerque NM (467)	Farmington NM	City of Farmington	09-00004946
NM	Albuquerque NM (467)	Gallup	City of Gallup	14-00001113
NM	Albuquerque NM (467)	Grants	City of Grants	1055
NM	Albuquerque NM (467)	Los Alamos County	Los Alamos County	LCRO 20010087
NM	Albuquerque NM (467)	Los Lunas	Village of Los Lunas	3141
NM	Albuquerque NM (467)	Mosquero	Village of Mosquero	141516
NM	Albuquerque NM (467)	New Mexico State	Labor Enforcement Fund, State of NM	002385020120127
NM	Albuquerque NM (467)	New Mexico State	NM - State Fire Marshal's Office	LP#10-0072
NM	Albuquerque NM (467)	New Mexico State	PSI - State of New Mexico	89122
NM	Albuquerque NM (467)	Pueblo of Acoma	Pueblo of Acoma Gaming Commiss	2003-081

NM	Albuquerque NM (467)	Pueblo of Isleta	Pueblo of Isleta Gaming Commis	POIGRA038N02
NM	Albuquerque NM (467)	Pueblo of Tesuque	Pueblo of Tesuque	C1-769
NM	Albuquerque NM (467)	Rio Rancho	City of Rio Rancho	11-00003291
NM	Albuquerque NM (467)	Rio Rancho	City of Rio Rancho	14-00003291
NM	Albuquerque NM (467)	Roswell	PO Drawer 1838	3119
NM	Albuquerque NM (467)	Ruidoso	Village of Ruidoso	5170
NM	Albuquerque NM (467)	San Ysidro	Village of San Ysidro	7808
NM	Albuquerque NM (467)	Santa Fe	City of Santa Fe	14-00048280
NM	Albuquerque NM (467)	Santa Fe	City of Santa Fe	14-053
NM	Albuquerque NM (467)	Santa Fe County	Santa Fe County	93128
NM	Albuquerque NM (467)	Santa Rosa	City Clerk	2943
NM	Albuquerque NM (467)	Silver City	Town of Silver City	14-4121
NM	Albuquerque NM (467)	Socorro	City of Socorro	007695
NM	Albuquerque NM (467)	Taos	Town of Taos	3200
NM	Albuquerque NM (467)	Taos Pueblo	Taos Pueblo Taxation Revenue Office	Issued-Taos Pueblo
NM	Albuquerque NM (467)	Torrance County	Torrance County	00129094
NV	Boise ID (444)	Nevada State	State Fire Marshal Division	F452
NV	Las Vegas NV (435)	Boulder NV	City of Boulder	LIC-696
NV	Las Vegas NV (435)	Clark County	Clark County	TAX-2000099-165
NV	Las Vegas NV (435)	Clark County	Clark County	TAX-2000743-240
NV	Las Vegas NV (435)	Henderson	City of Henderson	2003301440
NV	Las Vegas NV (435)	Henderson	City of Henderson	70703
NV	Las Vegas NV (435)	Las Vegas	City of Las Vegas	NLS-C11-10364-B-010297
NV	Las Vegas NV (435)	Mesquite	City of Mesquite	18003
NV	Las Vegas NV (435)	Mesquite	City of Mesquite	18003GR
NV	Las Vegas NV (435)	Nevada State	Nevada State Contractors Board	53672
NV	Las Vegas NV (435)	Nevada State	Nevada State Contractors Board	53679
NV	Las Vegas NV (435)	Nevada State	Nevada State Fire Marshal	E302,E68,F324,G422,IG66
NV	Las Vegas NV (435)	Nevada State	State of Nevada Contractors Board	SBPC-08-08-28-0093
NV	Las Vegas NV (435)	North Las Vegas	City of North Las Vegas	71749

NV	Las Vegas NV (435)	Pahrump	Town of Pahrump	S 971 SC
NV	Reno NV (Sparks - 454)	Carlin	City of Carlin	0146
NV	Reno NV (Sparks - 454)	Carson City	Carson City - Business License	14-00004178
NV	Reno NV (Sparks - 454)	Churchill	Churchill County Planning	LIC10292
NV	Reno NV (Sparks - 454)	Ely	City of Ely	1510
NV	Reno NV (Sparks - 454)	Fernley	City of Fernley	BL01-1365
NV	Reno NV (Sparks - 454)	Lyon	Lyon County Clerk	015936
NV	Reno NV (Sparks - 454)	Mineral	Mineral County Sheriff' Office	14889
NV	Reno NV (Sparks - 454)	Nevada State	Nevada State Fire Marshal	APL Creon
NV	Reno NV (Sparks - 454)	Nevada State	Nevada State Fire Marshal	E306,E70,F325,G4 24
NV	Reno NV (Sparks - 454)	Pershing County	Pershing County Sheriff's Office	5543
NV	Reno NV (Sparks - 454)	Tonopah	Town of Tonopah	11484
NV	Reno NV (Sparks - 454)	Wells	City of Wells	437
NV	Reno NV (Sparks - 454)	West Wendover	City of West Wendover	7947
NV	Reno NV (Sparks - 454)	Winnemucca	City of Winnemucca	9220
NV	Reno NV (Sparks - 454)	Yerington	City Of Yerington	yerington
NY	Albany NY (Clifton Park - 101)	New York State	New York State Department of State	12000051861
NY	Buffalo NY (Williamsville - 111)	Buffalo	City of Buffalo, Office of Licenses	SPC11-552734
NY	Johnson City NY (104)	New York State	New York Department of State	12000262690
NY	Long Island NY (Hauppauge - 119)	Nassau	Treasurer, County of Nassau	2003SPL00139
NY	Long Island NY (Hauppauge - 119)	Nassau	Treasurer, County of Nassau	72200005220
NY	Long Island NY (Hauppauge - 119)	Nassau County	Treasurer, County of Nassau	72200005221
NY	Long Island NY (Hauppauge - 119)	Suffolk County	Suffolk County Treasurer	126
NY	Long Island NY (Hauppauge - 119)	Suffolk County	Suffolk County Treasurer	126SA
NY	Newburgh NY (102)	Putnam	Commissioner of Finance	023-07
NY	Newburgh NY (102)	Putnam	Commissioner of Finance	Putnam
NY	Newburgh NY (102)	Putnam	Commissioner of Finance-Putnam County	020-07

NY	Newburgh NY (102)	Putnam County	COMMISSIONER OF FINANCE	021-09
NY	Newburgh NY (102)	Putnam County	COMMISSIONER OF FINANCE	025-09
NY	Newburgh NY (102)	Putnam County	COMMISSIONER OF FINANCE	026-09
NY	NYC (Long Island City - 143)	New York	New York City Fire Department	213A
NY	NYC (Long Island City - 143)	New York City	Department of Buildings Licensing Unit	1003-B
NY	NYC (Long Island City - 143)	New York City	NYC Dept. of Buildings	1040-A
NY	NYC (Long Island City - 143)	New York City	NYC Dept. of Buildings	electrical.NYC
NY	Rochester NY (153)	Rochester	Rochester Fire Department	E02200
NY	Syracuse NY (162)	New York State	New York State Department of State	12000306875
OH	Charleston WV (512)	Gallipolis	City of Gallipolis	Gallipolis - Contractor
OH	Charleston WV (512)	Ohio State	Treasurer, State of Ohio	50 89 1016
OH	Charleston WV (512)	Portsmouth	City of Portsmouth Building Department	80036
OH	Cincinnati OH (West Chester - 514)	Beavercreek	CITY OF BEAVERCREEK	APPL Beavercreek
OH	Cincinnati OH (West Chester - 514)	Butler County	Butler County Building Dept	00714
OH	Cincinnati OH (West Chester - 514)	Cincinnati	City of Cincinnati	CBRC000195
OH	Cincinnati OH (West Chester - 514)	Cincinnati Water Works	Cincinnati Water Works	Cincinnati GCWW-Bond
OH	Cincinnati OH (West Chester - 514)	Dayton	City of Dayton	9741
OH	Cincinnati OH (West Chester - 514)	Eaton	City of Eaton	14642009
OH	Cincinnati OH (West Chester - 514)	Montgomery	Montgomery County Water Services	MontgomeryCty
OH	Cincinnati OH (West Chester - 514)	Ohio State	Treasurer, State of Ohio	50 31 1020
OH	Cincinnati OH (West Chester - 514)	Springfield	City of Springfield	14-00002188
OH	Cleveland OH (Strongsville - 515)	Akron	City of Akron	1171
OH	Cleveland OH (Strongsville - 515)	Alliance	City of Alliance	000000356
OH	Cleveland OH (Strongsville - 515)	Aurora OH	City of Aurora	14-05
OH	Cleveland OH (Strongsville - 515)	Avon	City of Avon	1119
OH	Cleveland OH (Strongsville - 515)	Avon Lake	City of Avon Lake	198000236

OH	Cleveland OH (Strongsville - 515)	Beachwood	City of Beachwood	2013-0294
OH	Cleveland OH (Strongsville - 515)	Bedford	City of Bedford	2020000029
OH	Cleveland OH (Strongsville - 515)	Bedford Heights	City of Bedford Heights	0587
OH	Cleveland OH (Strongsville - 515)	Berea	City of Berea	2014-136
OH	Cleveland OH (Strongsville - 515)	Berea	City of Berea	2014-137
OH	Cleveland OH (Strongsville - 515)	Brecksville	City of Brecksville	R2276
OH	Cleveland OH (Strongsville - 515)	Broadview Heights	City of Broadview Heights	2014-20093
OH	Cleveland OH (Strongsville - 515)	Brook Park	City of Brook Park	230260
OH	Cleveland OH (Strongsville - 515)	Brooklyn	City of Brooklyn	0360
OH	Cleveland OH (Strongsville - 515)	Brooklyn Heights	Village of Brooklyn Heights	APL BrooklynHeight
OH	Cleveland OH (Strongsville - 515)	Brunswick	City of Brunswick	341
OH	Cleveland OH (Strongsville - 515)	Cleveland Heights	City of Cleveland Heights	4085
OH	Cleveland OH (Strongsville - 515)	East Cleveland	City of East Cleveland	200218605
OH	Cleveland OH (Strongsville - 515)	Eastlake	City of Eastlake	46827
OH	Cleveland OH (Strongsville - 515)	Elyria	City of Elyria	CECII02018
OH	Cleveland OH (Strongsville - 515)	Elyria	City of Elyria	CEEI12122
OH	Cleveland OH (Strongsville - 515)	Euclid	City of Euclid	207000003
OH	Cleveland OH (Strongsville - 515)	Fairview Park	City of Fairview Park	197000006
OH	Cleveland OH (Strongsville - 515)	Garfield Heights	City of Garfield Heights	FIRE-14-0003
OH	Cleveland OH (Strongsville - 515)	Glenwillow	Village of Glenwillow	0065
OH	Cleveland OH (Strongsville - 515)	Hartville	City of Hartville	14B31
OH	Cleveland OH (Strongsville - 515)	Highland Heights OH	City of Highland Heights	101-11
OH	Cleveland OH (Strongsville - 515)	Independence OH	City of Independence	208000065
OH	Cleveland OH (Strongsville - 515)	Kent	City of Kent	APL Kent
OH	Cleveland OH (Strongsville - 515)	Kent	Kent Police Dept.	120650
OH	Cleveland OH (Strongsville - 515)	Lake County	Lake County Treasurer	182, 1085, 1086
OH	Cleveland OH (Strongsville - 515)	Lakewood OH	City of Lakewood	14-00005381

OH	Cleveland OH (Strongsville - 515)	Lorain	City of Lorain	211000130
OH	Cleveland OH (Strongsville - 515)	Lyndhurst	City of Lyndhurst	650
OH	Cleveland OH (Strongsville - 515)	Macedonia	City of Macedonia	206000385
OH	Cleveland OH (Strongsville - 515)	Mansfield	City of Mansfield	11-038
OH	Cleveland OH (Strongsville - 515)	Mansfield	City of Mansfield	73
OH	Cleveland OH (Strongsville - 515)	Maple Heights	City of Maple Heights	3306
OH	Cleveland OH (Strongsville - 515)	Maple Heights	City of Maple Heights	APL Sprinkler
OH	Cleveland OH (Strongsville - 515)	Massillon	City of Massillon	1544
OH	Cleveland OH (Strongsville - 515)	Massillon	City of Massillon	2794
OH	Cleveland OH (Strongsville - 515)	Mayfield Heights	City of Mayfield Heights	LIC2008-429
OH	Cleveland OH (Strongsville - 515)	Medina	City of Medina	14-067
OH	Cleveland OH (Strongsville - 515)	Mentor	City of Mentor	3005860
OH	Cleveland OH (Strongsville - 515)	Middleburg Heights	City of Middleburg Heights	20140277
OH	Cleveland OH (Strongsville - 515)	North Canton	City of North Canton	2345
OH	Cleveland OH (Strongsville - 515)	North Olmsted	City of North Olmsted	12508
OH	Cleveland OH (Strongsville - 515)	North Randall	Village of North Randall	2527
OH	Cleveland OH (Strongsville - 515)	North Royalton	City of North Royalton	0260
OH	Cleveland OH (Strongsville - 515)	Northfield	Village of Northfield	APPL-Northfield
OH	Cleveland OH (Strongsville - 515)	Oberlin	City of Oberlin	210000008
OH	Cleveland OH (Strongsville - 515)	Ohio State	Treasurer, State of Ohio	53 18 1046
OH	Cleveland OH (Strongsville - 515)	Olmsted Falls	City of Olmsted Falls	8953
OH	Cleveland OH (Strongsville - 515)	Ontario	City of Ontario	2014399
OH	Cleveland OH (Strongsville - 515)	Orange Village	Orange Village	4106
OH	Cleveland OH (Strongsville - 515)	Parma	City of Parma	9090
OH	Cleveland OH (Strongsville - 515)	Parma Heights	City of Parma Heights	24545
OH	Cleveland OH (Strongsville - 515)	Pepper Pike	City of Pepper Pike	LIC-4160
OH	Cleveland OH (Strongsville - 515)	Perry	Village of Perry	2014-02

OH	Cleveland OH (Strongsville - 515)	Ravenna	City of Ravenna	201400143
OH	Cleveland OH (Strongsville - 515)	Richmond Heights	City of Richmond Heights	6195
OH	Cleveland OH (Strongsville - 515)	Rocky River	City of Rocky River	10056
OH	Cleveland OH (Strongsville - 515)	Seven Hills	City of Seven Hills	600
OH	Cleveland OH (Strongsville - 515)	Shaker Heights	City of Shaker Heights	7915
OH	Cleveland OH (Strongsville - 515)	Sheffield OH	Village Of Sheffield	200000268
OH	Cleveland OH (Strongsville - 515)	Solon	City of Solon	205000024
OH	Cleveland OH (Strongsville - 515)	South Euclid	City of South Euclid	1987
OH	Cleveland OH (Strongsville - 515)	South Russell	Village of South Russell	2047
OH	Cleveland OH (Strongsville - 515)	Stark	Stark County Building Dept.	HY2014-002SP
OH	Cleveland OH (Strongsville - 515)	Stark	Stark County Building Dept.	LV2013-001FA
OH	Cleveland OH (Strongsville - 515)	Stow	City of Stow	101-0400-40434
OH	Cleveland OH (Strongsville - 515)	Streetsboro	City of Streetsboro	22092
OH	Cleveland OH (Strongsville - 515)	Strongsville	City of Strongsville	FIRS1127918
OH	Cleveland OH (Strongsville - 515)	Summit County OH	Summit County	AE140002/SSM140001
OH	Cleveland OH (Strongsville - 515)	Twinsburg	City of Twinsburg	7829
OH	Cleveland OH (Strongsville - 515)	University Heights	City of University Heights	2194
OH	Cleveland OH (Strongsville - 515)	Walton Hills	Village of Walton Hills	2547
OH	Cleveland OH (Strongsville - 515)	Warrensville Heights	City of Warrensville Heights	14-00002074
OH	Cleveland OH (Strongsville - 515)	Westlake	City of Westlake	21481
OH	Cleveland OH (Strongsville - 515)	Wickliffe	City of Wickliffe	1319
OH	Cleveland OH (Strongsville - 515)	Willoughby	City OF Willoughby	0200727
OH	Cleveland OH (Strongsville - 515)	Willoughby Hills	City of Willoughby Hills	2014-003
OH	Cleveland OH (Strongsville - 515)	Willowick	City of Willowick	Willowick
OH	Cleveland OH (Strongsville - 515)	Woodmere	Village of Woodmere	1316
OH	Columbus OH (Dublin - 583)	Athens OH	City of Athens	13-000022
OH	Columbus OH (Dublin - 583)	Bexley	City of Bexley	1747

OH	Columbus OH (Dublin - 583)	Chillicothe OH	City of Chillicothe	2001291
OH	Columbus OH (Dublin - 583)	Columbus	City of Columbus	2001000619
OH	Columbus OH (Dublin - 583)	Columbus	Columbus City Treasurer	53251041
OH	Columbus OH (Dublin - 583)	Delaware	City of Delaware	R05-076
OH	Columbus OH (Dublin - 583)	Dublin	City of Dublin	14-1153
OH	Columbus OH (Dublin - 583)	Fayette County	Fayette County Bldg Dept	2004-070
OH	Columbus OH (Dublin - 583)	Grandview Heights	City of Grandview Heights	2012269
OH	Columbus OH (Dublin - 583)	Grove City	City of Grove City	2116
OH	Columbus OH (Dublin - 583)	Lancaster OH	Bureau of Fire Prevention	Lancaster
OH	Columbus OH (Dublin - 583)	Lancaster OH	City of Lancaster	0500414
OH	Columbus OH (Dublin - 583)	Licking County	Licking County Health Department	624
OH	Columbus OH (Dublin - 583)	Marysville OH	City of Marysville	Marysville
OH	Columbus OH (Dublin - 583)	New Albany	Village of New Albany	LCC-2014-0043
OH	Columbus OH (Dublin - 583)	Norwich Twp Fire Dept	Norwich Twp Fire Dept	Norwich monitoring
OH	Columbus OH (Dublin - 583)	Obetz	Village of Obetz	APL Obetz
OH	Columbus OH (Dublin - 583)	Ohio State	Treasurer, State of Ohio	53 25 1041
OH	Columbus OH (Dublin - 583)	Pickaway	Pickaway County Building Department	G-335
OH	Columbus OH (Dublin - 583)	Pickerington	City of Pickerington	520
OH	Columbus OH (Dublin - 583)	Powell	City of Powell	2544
OH	Columbus OH (Dublin - 583)	Reynoldsburg	City of Reynoldsburg	1391
OH	Columbus OH (Dublin - 583)	Whitehall OH	City of Whitehall	1118
OH	Indianapolis IN (331)	Ohio State	Treasurer, State of Ohio	50 89 0017
OH	Philadelphia PA (Horsham - 544)	East Liverpool	City of East Liverpool	566
OH	Pittsburgh PA (Cranberry Twp - 546)	Leetonia	Village of Leetonia	LEETONIA
OH	Pittsburgh PA (Cranberry Twp - 546)	Niles	City of Niles	0922-03

OH	Pittsburgh PA (Cranberry Twp - 546)	Ohio State	Ohio Dept. of Commerce	50 89 0012
OH	Pittsburgh PA (Cranberry Twp - 546)	Salem	City of Salem	176-1516-032307
OH	Pittsburgh PA (Cranberry Twp - 546)	Steubenville	City of Steubenville	A-611
OH	Pittsburgh PA (Cranberry Twp - 546)	Warren	City of Warren	07468
OH	Pittsburgh PA (Cranberry Twp - 546)	Youngstown	City of Youngstown	APPL-Youngstown
OH	Toledo OH (Maumee - 584)	Defiance	City of Defiance	APL Defiance
OH	Toledo OH (Maumee - 584)	Lima	City of Lima	00021SP
OH	Toledo OH (Maumee - 584)	Maumee	City of Maumee	1605
OH	Toledo OH (Maumee - 584)	Napoleon	City of Napoleon	APL Napoleon
OH	Toledo OH (Maumee - 584)	Ohio State	Treasurer, State of Ohio	53 48 1017
OH	Toledo OH (Maumee - 584)	Oregon OH	City of Oregon, Bldg. Inspection Dept.	C1310005FP
OH	Toledo OH (Maumee - 584)	Ottawa	Ottawa County	APPL-Ottawa
OH	Toledo OH (Maumee - 584)	Perkins	Perkins Township	APPL_Perkins Township
OH	Toledo OH (Maumee - 584)	Sandusky	City of Sandusky	C002245
OH	Toledo OH (Maumee - 584)	Sidney Police Dept.	Sidney Police Department	APL SidneyPol Dept
OH	Toledo OH (Maumee - 584)	Sidney-Shelby	Sidney-Shelby County	2014-080
OH	Toledo OH (Maumee - 584)	Sidney-Shelby	Sidney-Shelby County	APPL-Sprinkler Installati
OH	Toledo OH (Maumee - 584)	Toledo	City of Toledo - Fire & Rescue Ops.	0089F/0090F/0091 F
OH	Toledo OH (Maumee - 584)	Whitehouse	Village of Whitehouse	APPL-Whitehouse
OK	Oklahoma City OK (442)	Oklahoma State	OK State Dept. of Health	280
OK	Oklahoma City OK (442)	Oklahoma State	Oklahoma State Dept of Labor	731
OK	Tulsa OK (441)	Bartlesville	City of Bartlesville	30726
OK	Tulsa OK (441)	Muscogee Creek Nation	Muscogee Creek Nation Indian Tribe	VL-243
OK	Tulsa OK (441)	Oklahoma State	OK State Dept. of Labor	265
OK	Tulsa OK (441)	Oklahoma State	Oklahoma State Dept. of Labor	1397

OK	Tulsa OK (441)	Oklahoma State	Oklahoma State Dept. of Labor	Branch Lic-000422
OK	Tulsa OK (441)	Oklahoma State	Oklahoma State Dept. of Labor	LIC-000424
OK	Tulsa OK (441)	Osage Nation Gaming Comm.	Osage Nation Gaming Commission	NGVR-5027-11
OK	Tulsa OK (441)	Tahlequah	City of Tahlequah	APPL TAHLEQUAH
OK	Tulsa OK (441)	Tulsa	City of Tulsa	Control # 82443
OK	Tulsa OK (441)	Tulsa	City of Tulsa	FDC1016
OK	Tulsa OK (441)	Tulsa	City of Tulsa	FDC1017
OK	Tulsa OK (441)	Tulsa	City of Tulsa	TUL-2131A
OK	Tulsa OK (441)	Tulsa	City of Tulsa	Tulsa - Paving Cut
OR	Portland OR (Lake Oswego - 448)	Astoria	City of Astoria	043204
OR	Portland OR (Lake Oswego - 448)	Beaverton OR	City of Beaverton	12591
OR	Portland OR (Lake Oswego - 448)	Bend	City of Bend	15-00011194
OR	Portland OR (Lake Oswego - 448)	Canby	City of Canby	2111
OR	Portland OR (Lake Oswego - 448)	Central Point	City of Central Point	00742
OR	Portland OR (Lake Oswego - 448)	Coos Bay	City of Coos Bay	BUS-0005087
OR	Portland OR (Lake Oswego - 448)	Dundee	City of Dundee	APL Dundee
OR	Portland OR (Lake Oswego - 448)	Florence	City of Florence	1705
OR	Portland OR (Lake Oswego - 448)	Forest Grove	City of Forest Grove	BL-001505
OR	Portland OR (Lake Oswego - 448)	Gladstone OR	City of Gladstone	14-0175
OR	Portland OR (Lake Oswego - 448)	Grants Pass	City of Grants Pass	15 00000929
OR	Portland OR (Lake Oswego - 448)	Gresham	City of Gresham	15-00005196
OR	Portland OR (Lake Oswego - 448)	Hillsboro	City of Hillsboro	0222
OR	Portland OR (Lake Oswego - 448)	Klamath Falls	City of Klamath Falls	15 00000520
OR	Portland OR (Lake Oswego - 448)	Lake Oswego	City of Lake Oswego	2001236
OR	Portland OR (Lake Oswego - 448)	Lincoln City	City of Lincoln City	O244
OR	Portland OR (Lake Oswego - 448)	Medford	City of Medford	15-00013746
OR	Portland OR (Lake Oswego - 448)	Metro	Metro Region	2731
OR	Portland OR (Lake Oswego - 448)	Milwaukie	City of Milwaukie	0328
OR	Portland OR (Lake Oswego - 448)	Oregon City	City of Oregon City	0790

OR	Portland OR (Lake Oswego - 448)	Oregon State	Construction Contractors Board	149921
OR	Portland OR (Lake Oswego - 448)	Oregon State	Dept of Consumer & Business Services	26-946CLE
OR	Portland OR (Lake Oswego - 448)	Oregon State	State of Oregon	47432PE
OR	Portland OR (Lake Oswego - 448)	Pendleton	City of Pendleton	445
OR	Portland OR (Lake Oswego - 448)	Portland	City of Portland	151512
OR	Portland OR (Lake Oswego - 448)	Redmond	City of Redmond	BLOUT-0184
OR	Portland OR (Lake Oswego - 448)	Reedsport	City of Reedsport	14-3204
OR	Portland OR (Lake Oswego - 448)	Sandy	City of Sandy	107
OR	Portland OR (Lake Oswego - 448)	Scappoose	City of Scappoose	1142
OR	Portland OR (Lake Oswego - 448)	Seaside	City of Seaside	140317
OR	Portland OR (Lake Oswego - 448)	St. Helens	City of St. Helens	00616
OR	Portland OR (Lake Oswego - 448)	Tualatin	City of Tualatin	14-00000206
OR	Portland OR (Lake Oswego - 448)	Warrenton	City of Warrenton	340
OR	Portland OR (Lake Oswego - 448)	Wilsonville	City of Wilsonville	00192000
OR	Portland OR (Lake Oswego - 448)	Woodburn	City of Woodburn	372
PA	Allentown PA (551)	Allentown	City of Allentown	SP-03673
PA	Allentown PA (551)	Dunmore	Borough of Dunmore	Dunmore
PA	Allentown PA (551)	Easton	City of Easton	2258
PA	Allentown PA (551)	Exeter PA	Exeter Township	14-016
PA	Allentown PA (551)	Fountain Hill	HAB-DLT	4431595
PA	Allentown PA (551)	Lower Mount Bethel	Lower Mount Bethel Township	APL MountBethel
PA	Allentown PA (551)	Lower Southampton	Lower Southampton Township	FM1343
PA	Allentown PA (551)	Palmer	Township of Palmer	101477
PA	Allentown PA (551)	Pottsville	City of Pottsville	L4-00495
PA	Allentown PA (551)	Reading	City and School District of Reading	364052
PA	Allentown PA (551)	Reading	City of Reading	023
PA	Allentown PA (551)	Reading	City of Reading	023-2012
PA	Allentown PA (551)	Reading	City of Reading	Reading
PA	Allentown PA (551)	Scranton	City of Scranton	2191-FP
PA	Allentown PA (551)	South Whitehall	South Whitehall Township	3519
PA	Allentown PA (551)	West Reading Borough	Berks EIT Bureau	WRB0827499
PA	Allentown PA (551)	Whitehall PA	Township of Whitehall	S14390

PA	Harrisburg PA (Mechanicsburg - 528)	Centre Region	Centre Region/Code Administration	2013-116
PA	Harrisburg PA (Mechanicsburg - 528)	Coal Township	Coal Township Municipal Office	Lic2014-02
PA	Harrisburg PA (Mechanicsburg - 528)	East Hempfield Twp	East Hempfield Township Police Dept.	015-14
PA	Harrisburg PA (Mechanicsburg - 528)	Harrisburg	City of Harrisburg	Acct 04178-0
PA	Harrisburg PA (Mechanicsburg - 528)	Harrisburg	City of Harrisburg Treasurer	00068
PA	Harrisburg PA (Mechanicsburg - 528)	Lancaster	City of Lancaster	05816
PA	Harrisburg PA (Mechanicsburg - 528)	Lancaster	City of Lancaster	11404
PA	Harrisburg PA (Mechanicsburg - 528)	Lancaster	City of Lancaster Bureau of Police	APL AlarmMonitoring
PA	Harrisburg PA (Mechanicsburg - 528)	Lower Allen	Lower Allen Township	01170
PA	Harrisburg PA (Mechanicsburg - 528)	Manheim Township	Manheim Township	FALC-21.14
PA	Harrisburg PA (Mechanicsburg - 528)	Manheim Twp Police	Manheim Township Police Dept	14-120
PA	Harrisburg PA (Mechanicsburg - 528)	State College	Borough of State College	10100
PA	Harrisburg PA (Mechanicsburg - 528)	Swatara Twp	Swatara Township	86
PA	Harrisburg PA (Mechanicsburg - 528)	York	York Area Tax Bureau	0010001270
PA	Philadelphia PA (Horsham - 544)	Abington Twp	Abington Township - Code Enforcement	1107-14
PA	Philadelphia PA (Horsham - 544)	Bensalem Twp	Bensalem Township	3404
PA	Philadelphia PA (Horsham - 544)	Bristol	Bristol Borough	14-2691
PA	Philadelphia PA (Horsham - 544)	Bristol	Bristol Township	FP-145435
PA	Philadelphia PA (Horsham - 544)	Chester	City of Chester	000426
PA	Philadelphia PA (Horsham - 544)	Doylestown	Doylestown Borough	300-622

PA	Philadelphia PA (Horsham - 544)	Doylestown Borough	Doylestown Borough	2014-64
PA	Philadelphia PA (Horsham - 544)	Doylestown Twp Police	Doylestown Township Police Dept.	039
PA	Philadelphia PA (Horsham - 544)	East Norriton	East Norriton Township	2014-30
PA	Philadelphia PA (Horsham - 544)	Glenolden	Borough of Glenolden	5197
PA	Philadelphia PA (Horsham - 544)	Hatfield Township	Hatfield Township	GC-0027
PA	Philadelphia PA (Horsham - 544)	Haverford	Township of Haverford	19297-3
PA	Philadelphia PA (Horsham - 544)	Lower Makefield	Township of Lower Makefield	Lower Makefield
PA	Philadelphia PA (Horsham - 544)	Lower Merion	Township of Lower Merion	1202
PA	Philadelphia PA (Horsham - 544)	Lower Pottsgrove	Lower Pottsgrove Township	Lower Pottsgrove GC
PA	Philadelphia PA (Horsham - 544)	Marple	Township of Marple	73431
PA	Philadelphia PA (Horsham - 544)	Middletown Twp	Township of Middletown	914
PA	Philadelphia PA (Horsham - 544)	Montgomery Township	Montgomery Township	0141
PA	Philadelphia PA (Horsham - 544)	Morrisville PA	Borough of Morrisville	2170
PA	Philadelphia PA (Horsham - 544)	New Hope	New Hope Police Department	APPL-New Hope
PA	Philadelphia PA (Horsham - 544)	Newtown	Newtown Township	G06133
PA	Philadelphia PA (Horsham - 544)	Newtown	Township of Newtown - Newtown Square	1569
PA	Philadelphia PA (Horsham - 544)	Norristown	Municipality of Norristown	10249
PA	Philadelphia PA (Horsham - 544)	Pennsylvania Commonwealth	Commonwealth of Pennsylvania	VC-15116
PA	Philadelphia PA (Horsham - 544)	Philadelphia	City of Philadelphia	159860
PA	Philadelphia PA (Horsham - 544)	Philadelphia	City of Philadelphia	40565
PA	Philadelphia PA (Horsham - 544)	Philadelphia	City of Philadelphia	Philadelphia
PA	Philadelphia PA (Horsham - 544)	Pittsburgh	City of Pittsburgh	BL003864
PA	Philadelphia PA (Horsham - 544)	Plymouth	Plymouth Township	A-14-014
PA	Philadelphia PA (Horsham - 544)	Plymouth	Plymouth Township	S-14-017
PA	Philadelphia PA (Horsham - 544)	Radnor	Radnor Township	GC00005596
PA	Philadelphia PA (Horsham - 544)	Solebury Twp Police	Solebury Township Police Dept.	63
PA	Philadelphia PA (Horsham - 544)	Springfield	Springfield Township	F2008-345

PA	Philadelphia PA (Horsham - 544)	Springfield	Springfield Township	F2012-155
PA	Philadelphia PA (Horsham - 544)	Tinicum	Township of Tinicum	59
PA	Philadelphia PA (Horsham - 544)	Towamencin Township	Towamencin Township	544-GC
PA	Philadelphia PA (Horsham - 544)	Township of Falls	Township of Falls	80864
PA	Philadelphia PA (Horsham - 544)	Tredyffrin	Township of Tredyffrin	Contractor
PA	Philadelphia PA (Horsham - 544)	Tredyffrin	Tredyffrin Township Police Department	1242
PA	Philadelphia PA (Horsham - 544)	Upper Darby	Upper Darby Township	3476
PA	Philadelphia PA (Horsham - 544)	Upper Merion Twp	Upper Merion Township	14-0000003219
PA	Philadelphia PA (Horsham - 544)	Upper Merion Twp	Upper Merion Township	14-479
PA	Philadelphia PA (Horsham - 544)	Upper Moreland	Township of Upper Moreland	PrivileTax
PA	Philadelphia PA (Horsham - 544)	Upper Moreland Twp	Upper Moreland Township	11-4857
PA	Philadelphia PA (Horsham - 544)	Upper Southampton	Upper Southampton Township	C1465
PA	Philadelphia PA (Horsham - 544)	Uwchlan Twp Police	Uwchlan Township Police	L95-0068
PA	Philadelphia PA (Horsham - 544)	Warminster Twp	HAB-BPT	94866
PA	Philadelphia PA (Horsham - 544)	Warminster Twp	Warminster Township	C-762
PA	Philadelphia PA (Horsham - 544)	Warrington Twp	Warrington Township	14-200
PA	Philadelphia PA (Horsham - 544)	West Chester	West Chester Borough	39856
PA	Philadelphia PA (Horsham - 544)	West Conshohocken	Borough of West Conshohocken	G-10-153
PA	Philadelphia PA (Horsham - 544)	West Whiteland	West Whiteland Township	14-OCC-00101
PA	Philadelphia PA (Horsham - 544)	Willistown	Willistown Township Police Dept.	0133
PA	Pittsburgh PA (Cranberry Twp - 546)	Altoona	City of Altoona	2013-18671
PA	Pittsburgh PA (Cranberry Twp - 546)	Altoona	City of Altoona	Altoona
PA	Pittsburgh PA (Cranberry Twp - 546)	Butler	City of Butler	76995
PA	Pittsburgh PA (Cranberry Twp - 546)	Conshohocken	Borough of Conshohocken	APPL- Conshohocken

PA	Pittsburgh PA (Cranberry Twp - 546)	Cranberry	HAB-BPT	45966
PA	Pittsburgh PA (Cranberry Twp - 546)	Johnstown	City of Johnstown	2601
PA	Pittsburgh PA (Cranberry Twp - 546)	Logan	AASD Tax Office	25739
PA	Pittsburgh PA (Cranberry Twp - 546)	Oil City	City of Oil City	510
PA	Pittsburgh PA (Cranberry Twp - 546)	Oil City	HAB-DLT	4450138
PA	Pittsburgh PA (Cranberry Twp - 546)	Richland Twp.	Richland Township	08-452
PA	Scranton PA (Olyphant - 551)	Hazleton	City of Hazleton	20140011
PA	Wilmington DE (New Castle - 557)	Coatesville	City of Coatesville	ALM6520398
PA	Wilmington DE (New Castle - 557)	Coatesville	City of Coatesville	BPTL6035451
PA	Wilmington DE (New Castle - 557)	Concord	Township of Concord	Biz Lic
PA	Wilmington DE (New Castle - 557)	East Caln	Township of East Caln	2192
PA	Wilmington DE (New Castle - 557)	East Whiteland	East Whiteland Township	East Whiteland
PA	Wilmington DE (New Castle - 557)	Easttown	Easttown Township	14-37
PA	Wilmington DE (New Castle - 557)	New Garden	New Garden Township	2014-1030
PA	Wilmington DE (New Castle - 557)	Uwchlan	Uwchlan Township	M-95
RI	Providence RI (149)	East Providence	City of East Providence	APL East Providence
RI	Providence RI (149)	Rhode Island	Rhode Island DLT Div. of Professional Regulation	00000010
RI	Providence RI (149)	Rhode Island State	Rhode Island General Treasurer	5808
RI	Providence RI (149)	Rhode Island State	Rhode Island General Treasurer	5808-4672
RI	Providence RI (149)	Rhode Island State	Rhode Island State Fire Marshal	13-5.A3-PM/13-2.A2-PM
RI	Providence RI (149)	Rhode Island State	State of Rhode Island	AF-9062
RI	Providence RI (149)	Rhode Island State	State of Rhode Island	AFC-0199
SC	Charleston SC (210)	Beaufort	City of Beaufort	GROSS-017206
SC	Charleston SC (210)	Beaufort	County of Beaufort	10008
SC	Charleston SC (210)	Charleston	Charleston County	2013100072

SC	Charleston SC (210)	Charleston	Charleston County Bldg. Inspections	2014118182
SC	Charleston SC (210)	Charleston	Charleston County Bldg. Inspections	2014118202
SC	Charleston SC (210)	Charleston	Charleston County Bldg. Inspections	2014118204
SC	Charleston SC (210)	Dorchester	Dorchester County	2009-081608
SC	Charleston SC (210)	Georgetown	Georgetown County	L-8972
SC	Charleston SC (210)	Hardeeville	City of Hardeeville	LIC-4-08-3305
SC	Charleston SC (210)	Hilton Head Island	Town of Hilton Head Island	GROSS-BLN0201634
SC	Charleston SC (210)	Isle of Palms	City of Isle of Palms	GROSS-1093
SC	Charleston SC (210)	Kiawah Island	Business License Dept	Gross-20045494
SC	Charleston SC (210)	Mount Pleasant	Town of Mount Pleasant	GROSS-20018221
SC	Charleston SC (210)	North Charleston	City of North Charleston	GROSS-1997-04000 NC
SC	Charleston SC (210)	Seabrook Island	Town of Seabrook Island	seabrook
SC	Charleston SC (210)	South Carolina	SC Dept of Labor License & Regulation	001071
SC	Charleston SC (210)	South Carolina State	SC Contractor's Licensing Board	BAC 5095
SC	Charleston SC (210)	South Carolina State	SC Contractor's Licensing Board	FAC 3160
SC	Charleston SC (210)	South Carolina State	SC Contractor's Licensing Board	FSC 1587
SC	Charleston SC (210)	Sullivan's Island	Town of Sullivan's Island	GROSS-3963
SC	Charleston SC (210)	Walterboro	City of Walterboro	13048
SC	Charlotte NC (260)	Cheraw	Town of Cheraw	20060234
SC	Charlotte NC (260)	Fort Mill	Town of Fort Mill	2052
SC	Charlotte NC (260)	Lancaster	City of Lancaster	27810
SC	Charlotte NC (260)	Rock Hill	City of Rock Hill	22420
SC	Charlotte NC (260)	South Carolina State	Office of State Fire Marshal	001082
SC	Charlotte NC (260)	South Carolina State	SC Contractor's Licensing Board	FAC 3131-BAC 5061
SC	Charlotte NC (260)	South Carolina State	SC Contractor's Licensing Board	FSC 1506
SC	Columbia SC (216)	Aiken	City of Aiken	GROSS-05 10685
SC	Columbia SC (216)	Blythewood	Town of Blythewood	APPL Blythewood
SC	Columbia SC (216)	Camden SC	City of Camden	20131038
SC	Columbia SC (216)	Cayce	City of Cayce	471 801
SC	Columbia SC (216)	Columbia	City of Columbia	000786
SC	Columbia SC (216)	Lexington	Town of Lexington	3726
SC	Columbia SC (216)	Newberry	City of Newberry	2149 6225
SC	Columbia SC (216)	North Augusta	City of North Augusta	6813
SC	Columbia SC (216)	Orangeburg	City of Orangeburg	2008-0000806
SC	Columbia SC (216)	Pine Ridge	Town of Pine Ridge	3331.000

SC	Columbia SC (216)	Richland	Richland County	000497
SC	Columbia SC (216)	South Carolina State	SC Contractor's Licensing Board	FAC 3137 and BAC 5070
SC	Columbia SC (216)	South Carolina State	Office of State Fire Marshal	000231
SC	Columbia SC (216)	Sumter	City of Sumter	04 12546
SC	Columbia SC (216)	Sumter	County of Sumter	04 12545
SC	Greenville SC (Spartanburg - 213)	Chesnee	City of Chesnee	120105
SC	Greenville SC (Spartanburg - 213)	Chester	City of Chester	2902
SC	Greenville SC (Spartanburg - 213)	Gaffney	City of Gaffney	APL Gaffney
SC	Greenville SC (Spartanburg - 213)	South Carolina State	Office of State Fire Marshal	000180
SC	Greenville SC (Spartanburg - 213)	South Carolina State	SC Contractor's Licensing Board	BAC 5039
SC	Greenville SC (Spartanburg - 213)	South Carolina State	SC Contractor's Licensing Board	FAC 3113
SC	Greenville SC (Spartanburg - 213)	South Carolina State	SC Contractor's Licensing Board	FSC 1584
SC	Greenville SC (Spartanburg - 213)	Union	City of Union	08-800442
SC	Johnson City TN (Kingsport - 209)	South Carolina State	SC Contractor's Licensing Board	FSC 1720
SC	Myrtle Beach SC (217)	Bennettsville	City of Bennettsville	GROSS-0000003366
SC	Myrtle Beach SC (217)	Conway	City of Conway	12874
SC	Myrtle Beach SC (217)	Dillon	City of Dillon	APL for Bond Purposes
SC	Myrtle Beach SC (217)	Dillon	City of Dillon	GROSS-000786
SC	Myrtle Beach SC (217)	Florence	City-County Complex AA	042517
SC	Myrtle Beach SC (217)	Georgetown	City of Georgetown	AN 3391
SC	Myrtle Beach SC (217)	Horry County	Horry County	000039188
SC	Myrtle Beach SC (217)	Kingstree	Town of Kingstree	04-40369
SC	Myrtle Beach SC (217)	Marion	City of Marion	5435 8
SC	Myrtle Beach SC (217)	Mullins	City of Mullins	20070272
SC	Myrtle Beach SC (217)	Myrtle Beach	Business License Division	9781
SC	Myrtle Beach SC (217)	North Myrtle Beach	Revenue Department	4154
SC	Myrtle Beach SC (217)	South Carolina State	Office of the State Fire Marshal	001265
SC	Myrtle Beach SC (217)	South Carolina State	SC Contractor's Licensing Board	BAC 5071

SC	Myrtle Beach SC (217)	South Carolina State	SC Contractor's Licensing Board	FAC 3138
SC	Myrtle Beach SC (217)	Surfside Beach	Town of Surfside Beach	12820
SC	Raleigh NC (250)	South Carolina State	SC Contractor's Licensing Board	FSC 1527
SD	Fargo ND (385)	Cheyenne River Sioux	Cheyenne River Sioux Tribe	2143-654
SD	Fargo ND (385)	Deadwood	City of Deadwood - Dept of Planning	5014
SD	Fargo ND (385)	Keystone	Town of Keystone	key
SD	Fargo ND (385)	Oglala Sioux Tribe	Oglala Sioux Tribe	11-BL1445
SD	Fargo ND (385)	Rapid City	City of Rapid City	62557
SD	Fargo ND (385)	Sisseton Wahpeton Oyate	Sisseton Wahpeton Oyate	NM-18
SD	Minneapolis MN (337)	Sioux Falls	City of Sioux Falls	08-00002749
SD	Minneapolis MN (337)	Sioux Falls [Police Dept]	City of Sioux Falls	13-0005
SD	Sioux Falls SD (337)	Flandreau	Flandreau Santee Sioux Tribe	Tba Flandreau
TN	Chattanooga TN (288)	Cleveland	City of Cleveland	45287
TN	Chattanooga TN (288)	Tennessee State	Department of Commerce and Insurance	00000159
TN	Chattanooga TN (288)	Tennessee State	Dept of Commerce & Insurance	00000179
TN	Chattanooga TN (288)	Tennessee State	Dept of Commerce & Insurance	00001390
TN	Chattanooga TN (288)	Tennessee State	State of Tennessee	0000253
TN	Chattanooga TN (288)	TennesseeState	Dept of Commerce & Insurance	00000016
TN	Johnson City TN (Kingsport - 209)	Tennessee State	Dept of Commerce & Insurance	00000740
TN	Johnson City TN (Kingsport - 209)	Tennessee State	Dept of Commerce & Insurance	00000985
TN	Johnson City TN (Kingsport - 209)	Tennessee State	Dept. of Commerce & Insurance	0001681
TN	Knoxville TN (290)	Anderson	ANDERSON COUNTY CLERK	0116104
TN	Knoxville TN (290)	Campbell County	Campbell County	13074
TN	Knoxville TN (290)	Knoxville TN	City of Knoxville	E00008187
TN	Knoxville TN (290)	Knoxville TN	City of Knoxville	P000007427
TN	Knoxville TN (290)	Lafollette	City of Lafollette	201258
TN	Knoxville TN (290)	Loudon		0043849
TN	Knoxville TN (290)	Oneida	Town of Oneida - City Hall	002903
TN	Knoxville TN (290)	Tennessee State	Dept of Commerce & Insurance	00000029
TN	Knoxville TN (290)	Tennessee State	Dept of Commerce & Insurance	00001651

TN	Memphis TN (235)	Memphis & Shelby	Construction Code Enforcement - Attn: Licensing	M48260
TN	Memphis TN (235)	Memphis and Shelby	Construction Code Enforcement - Attn: Licensing	E48260
TN	Memphis TN (235)	Tennessee State	Dept of Commerce & Insurance	00000055
TN	Nashville TN (289)	Lewisburg	TN Dept of Revenue	010800
TN	Nashville TN (289)	Tennessee State	Dept of Commerce & Insurance	00000009
TN	Nashville TN (289)	Tennessee State	Dept of Commerce & Insurance	00000045
TN	Nashville TN (289)	Tennessee State	Dept of Commerce & Insurance	0000014
TN	Nashville TN (289)	Tennessee State	Dept of Commerce & Insurance	00000685
TN	Nashville TN (289)	Tennessee State	Dept of Commerce & Insurance	00048260
TN	Nashville TN (289)	Tennessee State	Tennessee Dept of Insurance	00001123
TX	Albuquerque NM (467)	Texas State	State Fire Marshal's Office	ACR-2147-R
TX	Albuquerque NM (467)	Texas State	State Fire Marshal's Office	ECR-1627-P
TX	Albuquerque NM (467)	Texas State	State Fire Marshal's Office	FEL-A-1719653
TX	Albuquerque NM (467)	Texas State	State Fire Marshal's Office	FEL-K-10159
TX	Albuquerque NM (467)	Texas State	State Fire Marshal's Office	-Pending-RME-I-1714220
TX	Albuquerque NM (467)	Texas State	State Fire Marshal's Office	RME-G-1716732
TX	Albuquerque NM (467)	Texas State	Texas Department of Insurance	FAL 5612
TX	Austin TX (Round Rock - 494)	Texas State	State Fire Marshal's Office	ACR-2147-B
TX	Austin TX (Round Rock - 494)	Texas State	State Fire Marshal's Office	HCR-394
TX	Austin TX (Round Rock - 494)	Texas State	Texas Department of Insurance	ECR-1627-C
TX	Corpus Christi (McAllen TX - 493)	Texas State	Texas Department of Insurance	ACR-2147-D
TX	Corpus Christi (McAllen TX - 493)	Texas State	Texas Department of Insurance	ECR-1627-N
TX	Dallas TX (Richardson - 407)	Texas State	Department of Insurance	ACR-Westfire
TX	Dallas TX (Richardson - 407)	Texas State	Department of Insurance	ECR-Westfire
TX	Dallas TX (Richardson - 407)	Texas State	Texas Department of Insurance	ACR-2147-E
TX	Dallas TX (Richardson - 407)	Texas State	Texas Department of Insurance	ECR-1627-F

TX	Dallas TX (Richardson - 407)	Texas State	Texas Department of Insurance	HCR-391
TX	El Paso TX (467)	El Paso	City of El Paso	LCCR11-00679
TX	Fort Worth TX (405)	Texas State	Texas Department of Insurance	ACR-2147-T
TX	Fort Worth TX (405)	Texas State	Texas Department of Insurance	FEL-10315-B
TX	Houston TX (430)	Katy	City of Katy	APPL-City of Katy
TX	Houston TX (430)	Texas State	State Fire Marshal's Office	HCR-1784110
TX	Houston TX (430)	Texas State	Texas Department of Insurance	ACR-2147
TX	Houston TX (430)	Texas State	Texas Department of Insurance	ECR-1627
TX	Houston TX (430)	Texas State	Texas Department of Insurance	SCR-0659
TX	Houston TX (430)	Texas State	Texas State Comm. Private Security Bureau	B01879
TX	Houston TX (430)	West University Place	City of West University Place	APPL-City of West Univers
TX	Lubbock TX (404)	Texas State	Texas Department of Insurance	ACR-2147-U
TX	Lubbock TX (404)	Texas State	Texas Department of Insurance	ECR-1627-R
TX	Lubbock TX (404)	Texas State	Texas Department of Insurance	ECR-1627-S
TX	Oklahoma City OK (442)	Texas State	State Fire Marshal's Office	ECR-1627-Q
TX	San Antonio TX (492)	Cibolo	City of Cibolo	APL Cibolo
TX	San Antonio TX (492)	Texas State	Texas Department of Insurance	ACR-2147-K
TX	San Antonio TX (492)	Texas State	Texas Department of Insurance	ECR-1627-K
TX	Shreveport LA (287)	Texas State	Texas Department of Insurance	ACR-2147-L
UT	Las Vegas NV (435)	Utah State	Utah State Fire Marshal	E1515
UT	Las Vegas NV (435)	Utah State	Utah State Fire Marshal	H1515
UT	Salt Lake City UT (456)	City of Logan	City of Logan	08-08998
UT	Salt Lake City UT (456)	South Salt Lake	City of South Salt Lake	003275
UT	Salt Lake City UT (456)	Utah State	DOPL - Div. Occup. & Professional Licensing	5098522-6501
UT	Salt Lake City UT (456)	Utah State	State of UTah - Dept. of Commerce	4906141-5501
UT	Salt Lake City UT (456)	Utah State	Utah State Fire Marshal	E350
UT	Salt Lake City UT (456)	Utah State	Utah State Fire Marshal	H41

UT	Salt Lake City UT (456)	West Valley City	Business Licensing	4906141
VA	Charleston WV (512)	Bluefield	Town of Bluefield	GROSS-Bluefield
VA	Norfolk VA (295)	Greensville	Martha S Swenson Commissioner of the Revenue	GREENSVILLE
VA	Norfolk VA (295)	James City County	James City County Treasurer	308938
VA	Norfolk VA (295)	Newport News	City of Newport News	678841
VA	Norfolk VA (295)	Virginia Commonwealth	Treasurer, Commonwealth of Virginia	11-3563
VA	Northern Virginia VA (Dulles - 564)	Alexandria	Business Tax Branch	GROSS-*54849-01
VA	Northern Virginia VA (Dulles - 564)	Alexandria	City of Alexandria	GROSS-39270-01
VA	Northern Virginia VA (Dulles - 564)	Arlington County	Arlington County Treasurer	GROSS- 06056804300004
VA	Northern Virginia VA (Dulles - 564)	Berryville	Town of Berryville	737
VA	Northern Virginia VA (Dulles - 564)	Fairfax County	Dept of Tax Admin, Suite 233	B09-933045
VA	Northern Virginia VA (Dulles - 564)	Fairfax County	Fin. Dept, Business Tax Branch	54849-01
VA	Northern Virginia VA (Dulles - 564)	Fauquier County	Commissioner of the Revenue	12059
VA	Northern Virginia VA (Dulles - 564)	Harrisonburg	City of Harrisonburg	3465
VA	Northern Virginia VA (Dulles - 564)	Loudoun	Commissioner of the Revenue	B401088
VA	Northern Virginia VA (Dulles - 564)	Page County		10390
VA	Northern Virginia VA (Dulles - 564)	Prince William County	Finance Dept/Tax Admin Div	08L11468
VA	Northern Virginia VA (Dulles - 564)	Virginia Commonwealth	Treasurer of Virginia	* See Ref Notes
VA	Northern Virginia VA (Dulles - 564)	Virginia Commonwealth	Treasurer of Virginia	2705 067925
VA	Richmond VA (Sandston - 252)	Caroline County	Commissioner of Revenue	2368
VA	Richmond VA (Sandston - 252)	Chesterfield	Commissioner of Revenue	1060919
VA	Richmond VA (Sandston - 252)	Fredericksburg	Commissioner of Revenue	00001710008
VA	Richmond VA (Sandston - 252)	Henrico County	Department of Finance	S02044000
VA	Richmond VA (Sandston - 252)	Louisa	County of Louisa	APL Louisa
VA	Richmond VA (Sandston - 252)	Prince George County	Prince George County, Comm. of Revenue	APPL- PrinceGeorge
VA	Richmond VA (Sandston - 252)	Richmond	City of Richmond	74662

VA	Richmond VA (Sandston - 252)	Virginia Commonwealth	Department of Taxation	0120995386
VA	Roanoke VA (Salem - 293)	Blacksburg	Town of Blacksburg	GROSS-03 01788
VA	Roanoke VA (Salem - 293)	Covington	Commissioner of the Revenue	Covington Business
VA	Roanoke VA (Salem - 293)	Lexington	Commissioner of the Revenue	Lexington Contractor
VA	Roanoke VA (Salem - 293)	Lynchburg	City Collector	017542
VA	Roanoke VA (Salem - 293)	Roanoke	City of Roanoke	077710
VA	Roanoke VA (Salem - 293)	Roanoke County	Roanoke County	17359
VA	Roanoke VA (Salem - 293)	Salem	City of Salem	12L1882
VA	Roanoke VA (Salem - 293)	Staunton	City of Staunton	APL Staunton
WA	Portland OR (Lake Oswego - 448)	Kelso	City of Kelso	34495
WA	Portland OR (Lake Oswego - 448)	Longview	State Treasurer/City of Longview	Longview 602 113 334
WA	Portland OR (Lake Oswego - 448)	Vancouver	City of Vancouver	14573
WA	Portland OR (Lake Oswego - 448)	Washington State	Dept of Labor & Industries	SANSODJ244RD
WA	Portland OR (Lake Oswego - 448)	Washington State	Dept of Labor & Industries	SIMPLL*980D9
WA	Portland OR (Lake Oswego - 448)	Washington State	Dept of Labor & Industries	SIMPLL*999KG
WA	Portland OR (Lake Oswego - 448)	Washougal	City of Washougal	UBI 602-113-334 Washougal
WA	Portland OR (Lake Oswego - 448)	White Salmon	City of White Salmon	62
WA	Portland OR (Lake Oswego - 448)	Woodland	City of Woodland	14-000273.1
WA	Seattle WA (458)	Aberdeen	City of Aberdeen	088022104
WA	Seattle WA (458)	Anacortes	State of WA Department of Revenue	UBI Anacortes 602 113 334
WA	Seattle WA (458)	Auburn	City of Auburn	BUS22093
WA	Seattle WA (458)	Bainbridge Island	City of Bainbridge Island	14979
WA	Seattle WA (458)	Bellingham	Finance Department	Bellingham 602 113 334
WA	Seattle WA (458)	Black Diamond	City of Black Diamond	BUS14-0026
WA	Seattle WA (458)	Blaine	City of Blaine	Blaine 602 113 334
WA	Seattle WA (458)	Bonney Lake	WASHINGTON STATE TREASURER	Bonney 602 113 334
WA	Seattle WA (458)	Bothell	City of Bothell	003075
WA	Seattle WA (458)	Bremerton	City of Bremerton	23148

WA	Seattle WA (458)	Buckley	Master License Services	Buckley-602 113 334
WA	Seattle WA (458)	Burien	City of Burien	02584
WA	Seattle WA (458)	Burlington	City of Burlington	08-023006.0
WA	Seattle WA (458)	Carnation	City of Carnation	UBI 602-113-334 Carnation
WA	Seattle WA (458)	Centralia	City of Centralia	05496
WA	Seattle WA (458)	Chehalis	City of Chehalis	14-4899
WA	Seattle WA (458)	Cosmopolis	City of Cosmopolis	2008-54
WA	Seattle WA (458)	Covington	WASHINGTON STATE TREASURER	Covington 602 113 334
WA	Seattle WA (458)	DuPont	State of WA Department of Revenue	Dupont 602 113 334
WA	Seattle WA (458)	Edmonds	City of Edmonds	NR-019567
WA	Seattle WA (458)	Enumclaw	State of WA Department of Revenue/City of Enumclaw	Enumclaw 602 113 334
WA	Seattle WA (458)	Everett	City fo Everett - City Clerks' Office	050211
WA	Seattle WA (458)	Federal Way	City of Federal Way	19-99-105845-00-BL
WA	Seattle WA (458)	Ferndale	City of Ferndale	14-047058.0
WA	Seattle WA (458)	Fife	The City of Fife	BUS02-00055
WA	Seattle WA (458)	Fircrest	State of WA Department of Revenue	Fircrest 602 113 334
WA	Seattle WA (458)	Hoquiam	City of Hoquiam	003577
WA	Seattle WA (458)	Issaquah	State of WA Department of Revenue	UBI Issaquah 602 113 334
WA	Seattle WA (458)	Kent	City of Kent	BLOC-2100510
WA	Seattle WA (458)	Kirkland	City of Kirkland	OBL-0000614
WA	Seattle WA (458)	Kittitas	City of Kittitas	65
WA	Seattle WA (458)	Lacey	City of Lacey	3402
WA	Seattle WA (458)	Lake Stevens	City of Lake Stevens	602 113 334Lake Stevevens
WA	Seattle WA (458)	Lakewood WA	City of Lakewood	BL02-02904
WA	Seattle WA (458)	Lynnwood	City of Lynnwood	006798
WA	Seattle WA (458)	Marysville	State of WA Department of Revenue	UBI 602 113 334
WA	Seattle WA (458)	Mercer Island	City of Mercer Island	840310
WA	Seattle WA (458)	Mill Creek	City of Mill Creek	2014-000000000951
WA	Seattle WA (458)	Milton	City of Milton	1244
WA	Seattle WA (458)	Mount Vernon	City of Mount Vernon	7832
WA	Seattle WA (458)	Mountlake Terrace	City of Mountlake Terrace	NR4241
WA	Seattle WA (458)	Mukilteo	City of Mukilteo	BL-02394

WA	Seattle WA (458)	New Castle	State of WA Department of Revenue	New Castle_602113334
WA	Seattle WA (458)	Newcastle	Dept. of Revenue/City of Newcastle	Newcastle 602 113 334
WA	Seattle WA (458)	North Bend	City of North Bend	14-001661.4
WA	Seattle WA (458)	Oak Harbor	City of Oak Harbor	BL-001971
WA	Seattle WA (458)	Ocean Shores	City of Ocean Shores	15350
WA	Seattle WA (458)	Olympia	Master License Services	Olympia-602 113 334
WA	Seattle WA (458)	Pacific WA	City of Pacific	578
WA	Seattle WA (458)	Port Angeles	City of Port Angeles	15-00000131
WA	Seattle WA (458)	Port Orchard	City of Port Orchard	Port Orchard 602 113 334
WA	Seattle WA (458)	Port Townsend	State of WA Department of Revenue	Port Townsend-602- 113-334
WA	Seattle WA (458)	Poulsbo	City of Poulsbo	UBI 602-113-334 Poulsbo
WA	Seattle WA (458)	Puyallup	City of Puyallup	02002191
WA	Seattle WA (458)	Redmond	City of Redmond	RED00013546
WA	Seattle WA (458)	Renton	City of Renton	BL.006075
WA	Seattle WA (458)	Richland	State of WA Department of Revenue	UBI Richland 602- 113-334
WA	Seattle WA (458)	Seatac	City of Seatac	001706
WA	Seattle WA (458)	Seattle	City of Seattle	550372
WA	Seattle WA (458)	Sequim	City of Sequim	UBI- 602 113 3341 1
WA	Seattle WA (458)	Shelton	City of Shelton	14-0025510
WA	Seattle WA (458)	Shoreline	City of Shoreline	Shoreline-602 113 334
WA	Seattle WA (458)	Snohomish	City of Snohomish	2014-22604
WA	Seattle WA (458)	Snoqualmie	City of Snoqualmie	000000054230
WA	Seattle WA (458)	Stanwood	State of WA Department of Revenue	Stanwood 602 113 334
WA	Seattle WA (458)	Sumner	STATE TREASURER DEPT. OF LICENSING	Sumner 602 113 334
WA	Seattle WA (458)	Tacoma	City of Tacoma	6B.20
WA	Seattle WA (458)	Tacoma	City of Tacoma	6B.40
WA	Seattle WA (458)	Tacoma	City of Tacoma	6B-40 AnnualMonitDev
WA	Seattle WA (458)	Tacoma	City of Tacoma	6B-90
WA	Seattle WA (458)	Tukwila	City of Tukwila	BUS-0994360
WA	Seattle WA (458)	Tulalip Tribes	The Tulalip Tribes	B1633
WA	Seattle WA (458)	Tumwater	State of WA Department of Revenue	UBI Tumwater 602 113 334

WA	Seattle WA (458)	University Place	State of WA Department of Revenue	UBI 602-113-334- 001
WA	Seattle WA (458)	Upper Skagit Indian Tribe	Gaming Regulatory Commission	V-1548
WA	Seattle WA (458)	Washington	Washington State Patrol, Fire Prevention Bureau	FSCL-5808
WA	Seattle WA (458)	Washington State	Dept of Labor & Industries	SIMPLL*981SG
WA	Seattle WA (458)	Washington State	Dept of Labor & Industries	SIMPLL*988BG
WA	Seattle WA (458)	Washington State	Washington State Patrol	FSCC12851
WA	Seattle WA (458)	Westport	City of Westport	16217
WA	Seattle WA (458)	Wilkeson	Town of Wilkeson	13-017
WA	Seattle WA (458)	Yelm	City of Yelm	10678
WA	Spokane WA (479)	Airway Heights	City of Airway Heights	44
WA	Spokane WA (479)	Chelan	City of Chelan	14-002026.0
WA	Spokane WA (479)	Cheney	City of Cheney	BUS2010-190
WA	Spokane WA (479)	Clarkston	City of Clarkston	14-008235.0
WA	Spokane WA (479)	Connell	State of WA Department of Revenue	Connell_ 602 113 334
WA	Spokane WA (479)	East Wenatche	City of East Wenatche	2013030
WA	Spokane WA (479)	Ellensburg	City of Ellensburg	13026
WA	Spokane WA (479)	Goldendale	City of Goldendale	14-003408.0
WA	Spokane WA (479)	Grandview	City of Grandview	22481
WA	Spokane WA (479)	Kennewick	City of Kennewick	082301
WA	Spokane WA (479)	Liberty Lake	State of WA Department of Revenue	Liberty Lak_602 113 334
WA	Spokane WA (479)	Moses Lake	City of Moses Lake	817
WA	Spokane WA (479)	Othello	City of Othello	6781
WA	Spokane WA (479)	Pasco	City of Pasco	2591
WA	Spokane WA (479)	Quincy	City of Quincy	APPL-City of Quincy
WA	Spokane WA (479)	Spokane	City of Spokane	T12039675BUS
WA	Spokane WA (479)	Spokane	City Treasurer	T10036928
WA	Spokane WA (479)	Spokane	State of WA Department of Revenue	Spokane Va_ 602 113 334
WA	Spokane WA (479)	Spokane Valley	State of WA Department of Revenue	Spokane Vall_ 602 113 334
WA	Spokane WA (479)	Sunnyside	City Treasurer, City of Sunnyside	0001869
WA	Spokane WA (479)	Washington State	Dept of Labor & Industries	SIMPLL*977LE
WA	Spokane WA (479)	Washington State	Dept of Labor & Industries	SIMPLL*980CD

WA	Spokane WA (479)	Wenatchee	City of Wenatchee	020087
WA	Spokane WA (479)	Yakima	City of Yakima	008445
WI	Green Bay WI (381)	Wisconsin State	State of Wisconsin	929748
WI	Madison WI (334)	Ho-Chunk Nation Gaming Co	Ho-Chunk Nation Special Revenue Fund	VL11-N0023
WI	Madison WI (334)	Wisconsin State	State of Wisconsin	1109016
WI	Milwaukee WI (Menomonee Falls - 336)	Forest County Potawatomi	Forest County Potawatomi Gaming Commission	Forest County.Applied
WI	Milwaukee WI (Menomonee Falls - 336)	Menomonee Falls	Village of Menomonee Falls	B0813
WI	Milwaukee WI (Menomonee Falls - 336)	Milwaukee	City of Milwaukee	PAS-0002635
WI	Milwaukee WI (Menomonee Falls - 336)	New Berlin	City of New Berlin	Berlin
WI	Milwaukee WI (Menomonee Falls - 336)	Wisconsin State	State of Wisconsin	1142002
WI	Milwaukee WI (Menomonee Falls - 336)	Wisconsin State	State of Wisconsin	221354
WI	Minneapolis MN (337)	Superior	City of Superior	09-28
WI	Minneapolis MN (337)	Wisconsin State	State of Wisconsin	1057277
WV	Boca Raton FL Headquarters	West Virginia	West Virginia State Tax Department	Bus Reg Acct#1049-3597
WV	Charleston WV (512)	Barboursville	Village of Barboursville	2015-011,106
WV	Charleston WV (512)	Beckley	City of Beckley	M19 1074
WV	Charleston WV (512)	Beckley	City of Beckley	Trades 1044
WV	Charleston WV (512)	Charleston	City of Charleston	15161
WV	Charleston WV (512)	Charleston	City of Charleston	APL Contractor
WV	Charleston WV (512)	Charleston	City of Charleston	APL Municipal
WV	Charleston WV (512)	Dunbar	City of Dunbar	Dunbar2014/2015
WV	Charleston WV (512)	Elkins	City of Elkins	000000001301
WV	Charleston WV (512)	Huntington	City of Huntington	408
WV	Charleston WV (512)	Hurricane	Recorder, City of Hurricane	2015-008,489
WV	Charleston WV (512)	Logan	City of Logan	Logan
WV	Charleston WV (512)	Nitro	City of Nitro	5940

WV	Charleston WV (512)	Point Pleasant	City of Point Pleasant	7464
WV	Charleston WV (512)	Princeton	City of Princeton	0001
WV	Charleston WV (512)	South Charleston	City of South Charleston	2014-6814-00
WV	Charleston WV (512)	Vienna	City of Vienna	151086
WV	Charleston WV (512)	West Virginia State	WV State Tax Department	070106-063008
WV	Hagerstown MD (516)	Martinsburg	City of Martinsburg	16334-50873
WV	Hagerstown MD (516)	Petersburg	City of Petersburg	2013-000,471
WV	Harrisburg PA (Mechanicsburg - 528)	Keyser	City of Keyser	2014428
WV	Harrisburg PA (Mechanicsburg - 528)	West Virginia	West Virginia State Fire Marshal	DLT8898DSM0514
WV	Kansas City KS (Lenexa - 332)	US Dept of Justice	Bureau of Alcohol, Tobacco, Firearms and Explosive	5-KS-091-34-60-0091
WV	Pittsburgh PA (Cranberry Twp - 546)	Bridgeport	City of Bridgeport	047644
WV	Pittsburgh PA (Cranberry Twp - 546)	Clarksburg	City of Clarksburg	001896
WV	Pittsburgh PA (Cranberry Twp - 546)	Morgantown	City of Morgantown	2361
WV	Pittsburgh PA (Cranberry Twp - 546)	New Martinsville	City of New Martinsville	035
WV	Pittsburgh PA (Cranberry Twp - 546)	West Virginia State	WV Contractor Licensing Board	WV010306
WV	Pittsburgh PA (Cranberry Twp - 546)	Wheeling WV	City of Wheeling	195600
WY	Denver CO (419)	Cheyenne	City of Cheyenne	05-06479
WY	Denver CO (419)	Cheyenne	City of Cheyenne	12285/13587
WY	Denver CO (419)	Cheyenne	City of Cheyenne	CT-13-24707
WY	Denver CO (419)	Cheyenne	City of Cheyenne	CT-13-26096
WY	Denver CO (419)	Cheyenne	City of Cheyenne	CT-14-17777
WY	Denver CO (419)	Cheyenne	City of Cheyenne	CT-14-17779
WY	Denver CO (419)	Cheyenne	City of Cheyenne	CT-15-12992
WY	Denver CO (419)	Cheyenne	City of Cheyenne	CT-15-30062
WY	Denver CO (419)	Laramie	City of Laramie	00029
WY	Denver CO (419)	Laramie	City of Laramie	03075

WY	Denver CO (419)	Riverton	City of Riverton, Community Dev. Dept.	2006-048
WY	Denver CO (419)	Wyoming State	State of Wyoming	TVL-A-41792
WY	Ft. Collins CO (419)	Rawlins	Contractor Licensing	3195
WY	Helena MT (483)	Cody	City of Cody	B-1021
WY	Helena MT (483)	Gillette	City of Gillette	14-083
WY	Helena MT (483)	Gillette	City of Gillette	14-084
WY	Helena MT (483)	Wyoming State	State of Wyoming	LV-G-18125
WY	Salt Lake City UT (456)	Evanston	City of Evanston	335
WY	Salt Lake City UT (456)	Granger	Town of Granger	APL Granger
WY	Salt Lake City UT (456)	Green River	City Treasurer - Green River	1955
WY	Salt Lake City UT (456)	Jackson	Town of Jackson	1068
WY	Salt Lake City UT (456)	Jackson	Town of Jackson	4516
WY	Salt Lake City UT (456)	Mountain View WY	Town of Mountain View	1122
WY	Salt Lake City UT (456)	Rock Springs	City of Rock Springs	7497
WY	Salt Lake City UT (456)	Wyoming State	State of Wyoming	LV-G-200

Section V

Section 4 – Company Background and References



5. Section 4 – Company Background and References

5.1 Company Background/History

Our team understands the RFP requires the following:

Section 2 - Solicitation Requirements, Information and Instructions to Offerors

2.11.2 Part I A – Technical Proposal

Section V– Section 4 – Company Background and References

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

Section 4: Administrative and Technical Response Requirements

4.1 Mandatory Minimum Administrative Proposal Requirements

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

SimplexGrinnell, a wholly-owned, indirect subsidiary of Johnson Controls International (JCI) is a limited partnership formed in Wilmington, Delaware on March 7, 2001. leading provider of fire protection and life safety systems and services. Officially formed in April 2001, SimplexGrinnell is a world-class organization that combines the strength, heritage and excellence of two longtime industry leaders – Simplex Time Recorder and Grinnell Fire Protection.

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

Simplex and Grinnell were widely respected for their technology, their expertise, their

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

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

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

- *Highly reliable, technologically advanced fire, life safety, integrated security, communications and workforce management systems and services.*
- *A network of company-owned district offices that spans all of North America and enables SimplexGrinnell to deliver high-quality systems and services at the local level.*
- *A services organization staffed by more than 8,900 technicians, installers and other professionals. Through this organization, SimplexGrinnell provides 24/7 emergency service and brings customers unrivaled knowledge and expertise in designing, engineering, installing, testing, inspecting, maintaining, servicing and supporting fire detection, fire suppression and other life safety systems.*

The formation of SimplexGrinnell followed the January 2001 acquisition of Simplex by Tyco International Ltd., a diversified manufacturing

and service company that is the parent company of SimplexGrinnell. Operating with over 11,000 employees, SimplexGrinnell can protect virtually any building – from schools, universities, hospitals, malls and restaurants to airports, sports stadiums, apartment complexes, movie theaters and industrial, commercial and government facilities.

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

“To be the recognized leader and preferred provider for our valued customers - by delivering unequalled products and services through a highly qualified staff of professionals, with total commitment to integrity and excellence,”

Core Values:

- Integrity,
- Excellence,
- Teamwork, and
- Accountability.”

For additional information, visit our web site: www.tycosimplexgrinnell.com.

Business Philosophy

a. Your company's full legal name	SimplexGrinnell LP.
b. Primary business address	50 Technology Drive, Westminster, MA 01441
c. Describe your company ownership structure	SimplexGrinnell is a Limited Partnership.
d. Employee size (number of employees)	10,283
e. Website	www.tycosimplexgrinnell.com
f. Sales Contact Information	Tom Staves, National Sales Manager (443) 676-8813 tstaves@simplexgrinnell.com
g. Your Client Retention Rate in the last 3 years	Approximately 95%.
h. A brief history of your company and the year it was founded	SimplexGrinnell, a wholly-owned, indirect subsidiary of Johnson Controls International (JCI) is a limited partnership formed in Wilmington, Delaware on March 7, 2001. leading provider of fire protection and life safety systems and services. Officially formed in April 2001, SimplexGrinnell is a world-class organization that combines the strength, heritage and excellence of two longtime industry leaders – Simplex Time Recorder and Grinnell Fire Protection that have been in the business for more than 100 years.
i. Describe your company's growth during the past three years.	SimplexGrinnell is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, SimplexGrinnell's financial results are consolidated in the financial statements of Johnson Controls International plc. During the past 3 years, the average Dividends Per Share Growth Rate for Johnson Controls was 15.10% per year.

5.1.1 Offeror Profile

Our team understands the RFP requires the following:

Section 4: Administrative and Technical Response Requirements

4.4.1 Offeror Profile

5.1.2 Qualifications to Provide Services

SimplexGrinnell is the industry's premier systems integrator for designing, commissioning and maintaining large Windows® based security solutions. We have the Microsoft-certified expertise and resources to build the systems architecture for a variety of applications and manage the entire security initiative from start to finish.

SimplexGrinnell also has access to the industry's widest selection of best-in-class integrated security systems. This means we can provide a selection of up-to-date technology solutions. Our world-class product portfolio provides the freedom to choose the system that is best suited for a particular solution. Our team is able to design, develop, integrate and service enterprise-level security systems for a wide range of applications.

Our experience includes retrofit and new construction project ranging from a one-building system to a 6,000-mile security network. Our North American network of local offices provides:

- Needs assessments and site surveys, evaluating your risks and vulnerabilities*
- Project design and systems architecture; your blueprint for success*
- Security systems programming, integration and installation*
- Complete network testing and certification*
- Preventive maintenance services*
- 24 /7 emergency field services*
- Complete product training before and after installation*

The following information provides an overview of the various types of fire alarm, suppression, sprinkler and special hazard systems our organization designs, develops and integrates.

Automatic Sprinklers

Automatic sprinklers can minimize property damage and save lives. SimplexGrinnell's comprehensive sprinkler system testing and inspection program is based on National Fire Protection Association (NFPA) Codes 25 and 13.

Sprinklers/Devices

Our organization integrates a wide range of sprinkler devices including standard response, quick response, extended coverage, recessed, high pressure and special purpose sprinkler designs.

Fire Extinguishers

SimplexGrinnell is an industry leader in supplying, installing, servicing, and maintaining portable fire extinguishers. A portable extinguisher is the critical first line of defense in the event of fire. Using the wrong equipment can be harmful or even deadly. This is why we offer options for every application, including Class A, B, C, D and K fires occurring in areas with Low, Moderate, and High Hazard classification, as well as FE36 clean agent and wet chemical K class types, to name a few. Our specialists are ready to help our customers choose the appropriate extinguishers for their situation.

Customers choose SimplexGrinnell extinguishers above others for many reasons:

- Simple Operation: In a fire, seconds count. Everything that's needed to properly operate SimplexGrinnell extinguishers operation instruction is clearly written and illustrated on the front panel. An operator is only required to remove the pin, aim the nozzle and squeeze the handle.*
- Limited Warranty: SimplexGrinnell extinguishers are built to last and are manufactured to the highest standards. They feature high quality materials and precise workmanship found in units priced much higher. They also feature the best limited-warranty in the industry.*

Automatic Fire Pumps

When fire strikes, automatic fire pumps provide the necessary water pressure to strike back. SimplexGrinnell experts use special technology when checking Automatic Fire Pumps, reporting deficiencies and recommending corrective action. Regular inspections, required by local, state, and federal codes, can save lives and property in an emergency.

SimplexGrinnell's Fire Alarm System will monitor the following fire pump parameters per NFPA 72.

- Fire pump running
- Power loss
- Phase reversal

Special-Hazard Fire Suppression Systems

Special-Hazard Fire Suppression Systems protect the key assets and resources that make business successful. Special Hazards are areas, objects, or equipment risks that usually require a unique, fixed fire protection system and, in some cases, a different media than conventional sprinkler systems as defined by NFPA (National Fire Protection Association) Standard 13. Special Hazard examples may include:

- Aircraft Hangars
- Ammunition Lines
- Cooling Towers
- Computer Rooms
- Power Plants
- Refineries
- Paint Lines
- Transformers
- Turbine Generators

In addition to applications that include unique environmental requirements, Special Hazard risks include fire protection systems for flammable or combustible commodities such as propane, jet fuel, paint products, benzene, and gunpowder.

All Special Hazards systems are tested, and some will have an actual discharge test to ensure proper operation of the components. These tests are conducted in the presence of AHJ's and other pertinent personnel.

Kitchen Fire Suppression Systems

Today's high temperature appliances make Kitchen Fire Suppression Systems essential.

Over 1,000 times a day, fires ignite in commercial kitchens. The failure of a suppression system to operate properly will prove very costly. With today's high-temperature appliances using oil and solid fuels, it's essential that kitchen fire suppression systems stay in excellent operating condition.

SimplexGrinnell provides kitchen fire suppression and range hood systems. From design through installation, our services reflect an understanding of the facility's special requirements. Our experienced personnel understand that key deadlines must be met, and we realize that disruption must also be minimized.

Every SimplexGrinnell system is uniquely designed and specified. Our personnel ensure each system minimizes risk and is designed to protect each kitchen's occupants. Our designers use the most advanced procedures to define each detail of the entire system. Each system is fully tested and approved prior to being turned over to our customers.

Fire Alarm Systems

When it comes to fire detection and alarm, Simplex® brand systems have led the market for more than two decades. They' are installed throughout the world, protecting facilities and customers too numerous and diverse to list.

The leading-edge Simplex fire alarm systems from SimplexGrinnell utilize proven technologies. Known for reliability, flexibility, and survivability, Simplex systems protect new and existing construction – from small single-story buildings to high-rise office complexes and multi-building campuses. They're often integrated with other building systems like access control, CCTV, and security management.

In addition, SimplexGrinnell offers unmatched value-added capabilities that span your system's life cycle: consultation and design; turnkey project management, installation, certification, and operator training. SimplexGrinnell also offers after-installation services that include inspection, preventive maintenance, and central station monitoring. Our most widely known products include the following:

The Flagship 4100ES

Our organization is taking our integrated life-safety technology capabilities to another level with the introduction of the Simplex 4100ES. This is an Internet-ready, next-generation fire alarm panel. With added processing power, improved networkability and exciting new serviceability features, the 4100ES advances our ability to deliver scalable, cost-effective life-safety solutions.

The 4100ES platform provides Ethernet connectivity, so critical in today's networked world. The 4100ES also supports remote fire alarm panel diagnostics which can be used to ensure that maintenance is completed on our first visit. In concert with our commitment to support customers for the life of their systems, the 4100ES has been developed with forward and backward compatible technology.

Mid-Range Fire Solutions

The Simplex 4010ES Fire Alarm System is an affordable, addressable analog system for small to mid-sized applications. The 4010ES system significantly cuts the cost of installation and maintenance and pinpoints the precise location of alarms. Electrical contractors report that the 4010ES system's labor-saving features (device-level ground fault isolation, "T" Tapped addressable circuits, and auto programming) can reduce installation time by up to 25 percent when compared to conventional zoned systems.

The 4010ES also offers the virtual elimination of nuisance alarms; a variety of configuration options; and more addressable points (up to 250) than any other system in its class. SimplexGrinnell recently enhanced the

4010ES system with the introduction of the new 4009 IDNet NAC (Notification Appliance Circuit) Extender, an addressable power supply that provides for intelligent communications with the host panel. The 4010ES system can now deliver expanded ADA notification appliance capabilities and provide advanced solutions in a wider range of systems applications. The 4010ES fire alarm panel is UL and ULC Listed, FM, CSFM and MEA Approved.

5.2 Length Of Time Providing Services

Our team understands the RFP requires the following:

Section 4: Administrative and Technical Response Requirements

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

Our organization has been performing the services described in this RFP to both public and private sector customers for over 50 years.

5.3 How Company Meets (Or Exceeds) All Requirements Listed in this RFP

SimplexGrinnell has previously and or is currently participating in similar cooperative contracts and or individual state agreement(s). SimplexGrinnell is a vendor on the National Joint Powers Alliance Contract and also holds many statewide contracts, including but not limited to the following:

- NY,
- OH,
- PA,
- TX,
- VA,
- FL,
- and TN.

Each of these state contracts require coordination of multiple districts, personnel, compliance, and administrative reporting.

6. Subcontractor Information

Our team understands the RFP requires the following:

Section 2 - Solicitation Requirements, Information and Instructions to Offerors
2.11.2 Part I A – Technical Proposal

Section V– Section 4 – Company Background and References

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

Section 4: Administrative and Technical Response Requirements
4.4.1a Subcontractor Information

Does this proposal include the use of subcontractors?

Yes	✓	No	
------------	---	----	--

If “Yes”, vendor must:

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

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

- Describe the relevant contractual arrangements;
- Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and
- Describe your previous experience with subcontractor(s).

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

Provide the same information for any proposed subcontractors as requested in Section 4.5.1, Offeror Information. Business references as specified in Section 4.5.1b, Business References must be provided for any proposed subcontractors.

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

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

6.1 Subcontractor Identification/ Scope

SimplexGrinnell will likely use subcontractors from time to time for various work on some contracts under the NASPO Value Point contract. This typically includes electrical and other some specialized work. Our organization typically competitively selects subcontractors depending upon the required work. It is possible that any one of our 120+ SimplexGrinnell offices could potentially perform work under the NASPO Value Point contract. As such, we cannot predict which subcontractors our team may use on a future project. We are able to provide the requested subcontractor information on a project-by-project basis.

6.2 Relevant Contractual Arrangements

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

6.3 Supervision

SimplexGrinnell's lead on-site person will be responsible for supervising any subcontractor personnel.

6.3.1 Channels of Communication

Our local district office teams will maintain regular communication with our subcontractors.

6.3.2 Compliance with Contract Terms

All contract terms will flow down and will be applicable to any subcontractors utilized during the execution of a NASPO Value Point project.

6.4 Previous Experience

SimplexGrinnell will provide information regarding our past experience with subcontractors once we have selected a subcontractor for use on a specific NASPO Value Point project.

6.5 Selecting and Qualifying Appropriate Subcontractors

Information regarding our procedures for selecting and qualifying subcontractors is provided on the attached documents as follows:

- Qualification
- Invitation
- Evaluating
- Sub Checklist
- Subcontractor Prequalification
- Contractor Evaluation Checklist

6.6 Compliance with Overall Performance Objectives

Please refer to the attached procedure for Managing Subcontractor and the Contractor Evaluation Checklist.

6.7 Ensuring Deliverables Meet Quality Objectives

SimplexGrinnell requires our subcontractors to sign a subcontract

agreement prior to working on a project. We have provided a copy of this agreement on the following pages.

6.8 Providing Proof of Payment to Subcontractor(s)

Please refer to the attached P.O. Issuance Procedure.

6.8.1 Plan to Notify the State

Should any subcontractors be utilized, we will accommodate any request by the State to provide proof of payment. We will provide proof of payment in accordance with the requirements identified in the specific request from the State.

6.9 Subcontractor Vendor Information

This information can be provided once a subcontractor is selected for a specific project under the NASPO Value Point Contract.

6.10 Subcontractor Business References

This information can be provided once a subcontractor is selected for a specific project under the NASPO Value Point Contract.

SUBCONTRACTOR LABOR **PROCEDURES**

1: SUBCONTRACTOR QUALIFICATION PROCEDURE

PURPOSE:

To define the policy and procedures for qualifying all subcontractor's for use in any labor or service performance associated with any SimplexGrinnell project.

POLICY:

All subcontractors to be hired to install SimplexGrinnell equipment, or to perform any services on a SimplexGrinnell customer site, shall be an approved qualified vendor meeting the requirements set forth in the procedures below.

PROCEDURE:

Prior to soliciting bids from subcontractors to perform services, such as, installation or servicing of equipment, conduit installation, trenching, etc., the subcontractor must be classified as an "Approved Subcontractor".

To become approved, the subcontractor must complete a "Subcontractor Qualification Form" (EXHIBIT "A") and submit this with their current certificates of insurance to both the district office and HQ Contract Administration for review, approval, and vendor number assignment. Upon approval, the subcontractor will be added to the "Approved Subcontractor" list.

Note:

1. SimplexGrinnell must have current insurance certificates with the proper coverage on file at HQ Contract Administration prior to allowing any subcontractor on a customer's site. No work shall be done nor any payments made to any subcontractor that does not have current certificates on file. It is the district's responsibility to make sure that current certificates are on file for all active subcontractors. Refer to EXHIBIT "B" for actual requirements.
2. Insurance policies are typically valid for a period of one year and must be renewed annually. Should policies expire, the subcontractor is immediately placed as "Unapproved" and new certificates are required.
3. SimplexGrinnell requires that all subcontractors provide proof of adequate insurance while performing warranty work, which makes it important to maintain an updated certificate.

The district offices may further qualify subcontractors, from an installation competency standpoint, utilizing a subcontractor database that suits their business needs.

SUBCONTRACTOR LABOR
PROCEDURES

Approval Verification:

Using the SimplexGrinnell On-line System, districts can determine whether potential subcontractors have an active vendor number and if they are approved for use on an upcoming project. Refer to the steps below for verification.

MENU FOR

- 1 HELP
- 2 LOGOFF
- 3 SYSTEM MESSAGES
- 4 A/R & CREDIT MEMOS
- 5 CREDIT RETURNS
- 6 CUSTOMER MASTER
- 7 DISPATCHING & S/A'S
- 8 DISTRIB/SHIPPING
- 9 FIELD EMPLOYEE MAINT
- 10 FIELD INVENTORY
- 11 MANUFACTURING
- 12 ORDER ENTRY & INQ
- 13 ORDER PROCESSING
- 14 OUTSIDE PURCHASE
- 15 PHYSICAL INVENTORY
- 16 PRODUCT MASTER
- 17 PROJECT TRACKING
- 18 QUOTA PERFORMANCE

ENTER SELECTION: 14

To review current information on approved subcontractors, or to see if a subcontractor is in our database, access the "Outside Purchase" system from the main menu by keying in the appropriate selection and pressing <ENTER>. This will display the "Outside Purchase" menu as shown on the next page.



SUBCONTRACTOR LABOR
PROCEDURES

SIMPLEXGRINNELL COMPANY USE ONLY
OUTSIDE PURCHASING

- | | |
|---------------------------------|--------------------------------|
| 1 - CUSTOMER SELECTION | 2 - CUSTOMER MASTER INQUIRY |
| 3 - ORDER ENTRY | 4 - ORDER CHANGE |
| 5 - ORDER INQUIRY | 6 - ORDER PRINT |
| 7 - CHANGE ORDER PRINT | 8 - ORDER/LINE SUMMARY |
| 9 - ORDER/INVOICE SUMMARY | 10 - CUSTOMER/ORDER INQUIRY |
| 11 - VENDOR PART MAINTANANCE | 12 - VENDOR PART PRICE |
| 13 - PO HDR INQ | 18 - VENDOR PURCHASE ORDER INQ |
| 19 - PURCHASE ORDER INQ SUMMARY | 20 - VENDOR PO INVOICE INQUIRY |
| 22 - VENDOR NAME INQUIRY | 23 - UNPLACED OP LINES |
| 24 - VENDOR REQUEST | 25 - CREATE PO (INSTALLATION) |
| 26 - INVOICE STATUS UPDATE | 27 - LABOR INVOICE SUMMARY |
| 32 - ORDER PROCESSING | 34 - FIELD INVENTORY |
| 36 - MAIN MENU | |

RESPONSE: 22

ENTER DESIRED SELECTION

Key in "22" and press <ENTER> to view the "Vendor Name Inquiry" screen as on the next page.



SUBCONTRACTOR LABOR PROCEDURES

SIMPLEXGRINNELL. COMPANY USE ONLY
OUTSIDE PURCHASE VENDOR NAME INQUIRY OPG01D61

VENDOR NUMBER	NAME	ADDRESS	CAN/DOM: D
OP005734	SAL CO INC	83 FLEET ST JERSEY CITY NJ 07306	
AP164020	SALCO EQUIPMENT RENT	FAX NO: PHONE: 3635 N.W. 106 STREET MIAMI FL 33147	
OP004259	SALCO INDUSTRIES	FAX NO: 305-693-4824 PHONE: 263 FIELD END ROAD SARASOTA FL 34240	
AP141861	SALE & PEPE	FAX NO: 941-379-9680 PHONE: 1 EXCHANGE PLAZA NEW YORK NY 10006	
AP160829	SALEM COUNTY BOARD	FAX NO: 212-785-3563 PHONE: RT 45, RD 2, BOX 350 WOODSTOWN NJ 08098	

MORE VENDORS

PF2=CREATE PO PF3=VEN REQUEST PF4=PO VENDOR INQ PF5=MISC INV PF7=BWD PF8=FWD

Tab the cursor to the "Name" column and key in the subcontractor name and press <ENTER>. If the subcontractor is listed in the database, they will appear on this screen along with the assigned Vendor Number, beginning with OP (**OPxxxxx**). This indicates the subcontractor has furnished a Qualification Form and has been established as a SimplexGrinnell Vendor. **This does not mean that the subcontractor has been qualified and approved for use.**

To determine if the subcontractor is approved for use, tab the cursor so that it is under the vendor number of the appropriate subcontractor and press the "F3" key. This will display the "New Vendor Entry" screen as shown on the next page.



SUBCONTRACTOR LABOR
PROCEDURES

SIMPLEXGRINNELL COMPANY USE ONLY
OUTSIDE PURCHASE NEW VENDOR ENTRY OPG01D63

VENDOR NUMBER OP005734 D VENDOR STATUS ACTIVE DISTRICT

VENDOR NAME SAL ELECTRIC CO INC DATE 06/09/09
CREDIT TERMS

ORDER ADDRESS: 83 FLEET ST
REMIT TO ADDRESS: (IF DIFFERENT)
83 FLEET ST

CITY: JERSEY CITY
STATE: NJ ZIP: 07306

CITY: JERSEY CITY
STATE: NJ ZIP: 07306

FAX NO: 0000000000
PHONE:
TAX ID:

SHIP VIA:
EQUIP:
SALESMAN: @@@@

CONTACT:
ORDER @@@@ @@@@

ACTIVE VENDOR FOUND IN OP
ENTER=EDIT PF1=UPDATE/REQUEST PF2=UPDATE ACTIVE PF3=VEN INQ PF4=LABOR DATA

From here, press the F4 key to display the "Labor Vendor Data" screen as shown on the next page.



SUBCONTRACTOR LABOR PROCEDURES

SIMPLEXGRINNELL

COMPANY USE ONLY

OUTSIDE PURCHASE LABOR VENDOR DATA

OPG01D87

SUBCONTRACTOR: SAL ELECTRIC CO INC D NO: OP005734 STATUS ACTIVE

CONTACT ROBERTA PUGGERI

DISTRICT NO:

NUMBER EMPLOYEES 12

INSURANCE

DOLLAR EXPRIATION

APPROVED	Y	TYPE	LIMIT	DATE
MINORITY	N	GENERAL	2000	08/01/00
WOMAN OWNED	N	AUTOMOBILE	1000	08/01/00
DISADVANTAGED	N	UMBRELLA	5000	08/01/00
INCORPORATED	Y	WORKERS COMPENSATION	1000	08/01/00
UNION	Y	OTHER		
BONDABLE	Y			

TYPE SUBCONTRACTOR

ELECTRICAL	Y	ENGINEERING	N
LOW VOLTAGE	N	CONSULTING	N

CLEAR=MENU ENTER=EDIT PF1=UPDATE PF3=VENDOR

This screen is utilized to verify whether or not HQ Contract Administration approves a selected subcontractor for use. It is for inquiry only; fields are restricted to HQ.

Two areas to focus on are;

- STATUS - this will be listed as either ACTIVE - approved - or PENDING - HQ is waiting for further information.
- APPROVED - this is the approved by HQ ("Y") or not approved ("N") indicator

If the subcontractor does not appear, they must be qualified following the instruction stated above.

Note:

Should there be reason to remove a subcontractor from "Approved Subcontractor" status, the district should alert HQ Contract Administration for removal.

For updates and any questions related to the subcontractor database, consult your regional HQ Contract Administrator.

EXHIBIT "A"

SUBCONTRACTOR QUALIFICATION FORM

SimplexGrinnell District Name & No. _____ Date: _____

Part A: Company Information

Subcontractor Name _____

Address _____

Phone # (____) _____ Fax # (____) _____ Email _____

Contact _____ Title _____

Principals / Officers _____ Title _____

_____ Title _____

Check/fill-in the appropriate information

Union ____ Non-Union ____ Local Union Subcontractor Works With _____

Small Business ____ Large Business ____ MBE ____ WBE ____ DE ____ No. Of Employees _____

Years In Business _____ Incorporated _____ Federal Tax ID # _____

Bondable _____ Bond Limit \$ _____ Annual Sales \$ _____

Part B: Type of Work

Check all systems that subcontractor has installation experience

____ Fire Alarm ____ Telecommunications ____ Intercom/Clock

____ Nurse Call ____ Pro Audio ____ Security ____ CCTV ____ Intrusion ____ Access

Part C: Classification of Work

List all classifications of work performed by subcontractor's own forces (list all trades)

Description	Division No.
_____	_____
_____	_____
_____	_____
_____	_____

Part D: Subcontractor Experience

List key major projects subcontractor has completed in the past five years. List the names of the project, contact name, contract amount, and a brief description of project scope.

- 1. _____

- 2. _____

- 3. _____

Part E: Safety

Attach OSHA Log and Summary for the last three years and answer the following

- Does your firm have a written safety program? ____ Yes ____ No
- Do you have a safety director? ____ Yes ____ No
- Does your firm perform routine job site safety inspections? ____ Yes ____ No
- Any serious OSHA citations? ____ Yes ____ No

Part F: Insurance

Attach a current certificate of insurance and provide the following limits of coverage

- General Liability _____
- Automobile liability _____
- Workers compensation _____
- Umbrella (excess liability) _____

Expiration date of policy _____

THIS COMPLETED FORM AND ALL ATTACHEMENTS MUST BE SENT TO:

SIMPLEXGRINNELL.
50 TECHNOLOGY DRIVE
WESTMINSTER, MA 01441
ATTN: CONTRACT ADMINISTRATION

Name of person completing this form _____ Title _____

SUBCONTRACTOR INSURANCE REQUIREMENTS

1) All subcontractors hired to do installation work, supervision of installation and/or testing for SimplexGrinnell, must carry insurance conforming to the following minimum requirements. When project requirements exceed these minimums, subcontractors must comply with the project requirements.

<u>TYPE</u>	<u>LIMITS</u>
General Liability (must include the following)	\$ 1,000,000
1. Premises - Operations	
2. Products/Completed Operations	
3. Contractual Liability	
4. Independent Contractors	
5. Broad Form Property Damage	
6. Personal Injury Liability	
7. “XCU” Coverage (if applicable)	
Automobile Liability	\$ 1,000,000
1. Bodily Injury (BI)	
\$500,000 per person	
\$1,000,000 per accident	
2. Property Damage (PD)	
\$250,000 per accident or a	
combined single limit (CSL)	
3. Coverage for Any Auto, Hired Auto	
and Non-Owned Autos	
Workers Compensation	Statutory, per State requirements
1. Employers Liability	\$ 100,000
Professional Liability	\$ 1,000,000
(Only required for engineering/ design/certification work)	
Umbrella (Excess Liability)	As necessary to meet the above limits or project requirements.
Business Personal Property	Retail value of equipment stored
Required if SimplexGrinnell materials are stored in the contractors warehouse or place of business	
Medical and Disability benefits	Copy of Policy
Required for Sole Proprietors and Partners	
a) All coverage must be on an Occurrence basis. Claims Made coverage is not acceptable.	
b) Certificates of Insurance showing evidence of coverage as called for above must be filed with SimplexGrinnell prior to commencement of any work naming SimplexGrinnell as certificate holder.	

2.) If a subcontractor’s proposal to SimplexGrinnell includes: installation labor, supervision of installation, testing on site, the furnishing of installation materials or the furnishing of the equipment to be used in the installation, and if any combination of the above exceeds \$50,000.00, the subcontractor shall be required to provide a 100% Performance Bond and 100% Payment Bond. The subcontractor’s proposal must state that their cost to SimplexGrinnell includes the cost of bonds and that these bonds shall be sent to SimplexGrinnell Time Reorder Company, Contract Administration, within ten (10) days of the purchase order issuance.

3.) Automobile liability limit of \$500,000 (including \$500,000 bodily injury (B1) per accident will be accepted for proposals with a total contract value (including labor, testing and materials) of \$20,000 or less.

SUBCONTRACTOR LABOR **PROCEDURES**

2: SUBCONTRACTOR INVITATION TO BID PROCEDURE

PURPOSE:

To define the policy and procedures for requesting bids from subcontractors and major system suppliers, as well as, to promote formal and competitive bidding practices within a SimplexGrinnell district office.

POLICY:

All district offices are required to solicit at least three written competitive bids when using subcontractors to install SimplexGrinnell equipment or to perform any services on behalf of SimplexGrinnell on a customer site.

PROCEDURE:

Competitive Bidding:

When requesting bids from subcontractors, a formal and consistent process must be followed. Requesting bids from various qualified subcontractors assures SimplexGrinnell of having the most competitive price for inclusion into the customer proposal. This can greatly enhance the chances of securing the business since the labor component is usually equal to, or greater than, the equipment portion of the bid.

To assist in the solicitation process, a sample "Invitation To Bid" letter, with attachments, is included as EXHIBIT "C". By utilizing this sample, there is greater confidence that each subcontractor bidding; has all the necessary bid documents, fully understands the scope of work, and knows all the project requirements so a complete bid will be furnished. This will allow for an accurate comparison of price and scope between all bidders to ensure proper selection of the most responsive bidder.

It is essential for SimplexGrinnell to provide all bidders with an "Invitation To Bid", tailored to the specific project requirements, for all projects regardless of the project size. By not doing so, SimplexGrinnell is at risk of being bound by the subcontractor's scope of work and any terms and conditions presented on their quotation.

Defining the Scope of Work:

The scope of work should contain a definite and concise statement of what the subcontractor is expected to do rather than general language as to the nature of the particular project. Due to the wide variety of building types and product offerings, it is impossible to create a standard scope of work to fit all projects. However, when defining the scope of work, it should be in text form and may be supported by a checklist that ties the work requirements together. The scope of work should be supplemented with all contract documents – which include plans, specifications, terms and conditions, and all addenda - and should be included in the "Invitation To Bid" package. Refer to EXHIBIT "C" for a sample "Invitation To Bid" and EXHIBIT "D" for a sample checklist.

SUBCONTRACTOR LABOR PROCEDURES

When developing the scope of work, take into consideration the nature of the project - “Design Build” or “Bid to Plans and Specifications”.

The accuracy and completeness of the scope of work for a “Design Build” becomes extremely crucial since SimplexGrinnell assumes all responsibility for a complete and functioning system. SimplexGrinnell must assume liability for any errors and omissions which will impact the project cost through change order to the subcontractor.

When it is a “Bid to Plans and Specifications” project, there still remains a need for an accurate and complete scope of work to ensure SimplexGrinnell meets the integrity of the system and it is conveyed to all subcontractors for complete bids. SimplexGrinnell should not redefine the entire specification but provide enough specific information explaining what work the subcontractor should perform, what terms and conditions apply, and the specification sections they are to conform to.

For both types of project bids, the scope of work definition should be consistent with the pricing breakdown requested from the subcontractor to allow for good comparison of bids and to serve as a crosscheck that the subcontractors have included pricing for the entire scope requested. Refer to “Reviewing Bids” further in this section for more details.

The clearer the scope of work the less likely there will be confusion on the part of the subcontractors bidding.

Identifying the Contract Documents:

The sample “Invitation to Bid” (EXHIBIT “C”) allows for the identification of contract documents. For any subcontractor bidding to SimplexGrinnell, it is important that there is a clear understanding of the scope of work and terms and conditions by which a price will be provided. By doing so, SimplexGrinnell’ risk is limited and puts the burden (where it should be) with the subcontractor to perform the installation in strict accordance with the customer’s contract requirements. Hence, the importance to identify, reference, and provide all related project documents and drawings to all potential bidders and to have them formally confirm that their pricing is in accordance with all of these documents.

The Contract Documents typically include the entire project specification and related drawings due to flow down requirements in the customer’s contract and specific requirements that all subcontractors must adhere to. **This makes it extremely important that SimplexGrinnell obtain all of these documents and not just a specific division or specification section.** Since many project terms and conditions usually increase the scope of work a subcontractor is required to perform, SimplexGrinnell could be leaving room for change orders that negatively impact the project by waiting until after a Purchase Order or Subcontract Agreement is issued to enforce conformity. Refer to the “Invitation to Bid”, EXHIBIT “C”, Attachment A, for a sample of identified contract documents.

Note:

On public bid projects (Federal, State, or local Government funded), it becomes extremely important to provide all contract documents to the subcontractor to ensure they comply with any Prevailing Wage and Certified Payroll Record requirements. These conditions have to be taken into account by the subcontractor to effectively price the bid. If this information is not provided, the results could lead to a change order that negatively impacts the project.

SUBCONTRACTOR LABOR **PROCEDURES**

Reviewing Bids:

By using a consistent format and requesting the same information from all potential bidders, it is much easier to identify the differences in the responses which usually relates to the differences in the pricing. When there are significant differences in pricing between bidders, it usually means that the scope of work was not clearly defined. A determination is then required as to which subcontractor bid the correct scope. Pricing requirements detailed to fit the various elements within the defined scope of work, provide a greater means for comparison for both price and completeness of bids amongst all bidders.

Refer to Attachment C of the sample "Invitation to Bid" (EXHIBIT "C") for the pricing detail. This should be used as a minimum and be modified to fit the specific project scope of work. However, always consider obtaining unit prices to cover unforeseen changes and to limit overcharging by the subcontractor for such changes.

In no case, should lump sum or one lot price be requested nor accepted. This does not allow sufficient detail to adequately compare against all other bidders.

Oral pricing is not acceptable. To be responsive and acceptable, **all** subcontractor quotations must be written and in accordance with the instructions defined in the SimplexGrinnell "Invitation to Bid" package.

EXHIBIT "C"

**SAMPLE
INVITATION TO BID**

ATTENTION: Page Electric
60 Elm Hill Ave
Leominster, MA 01453

INVITATION TO BID DATE: April 29, 2009

PROJECT: Customer Number One Renovation

PROJECT LOCATION: Gardner, Massachusetts

You are invited to submit a proposal to furnish labor, material, equipment and provide for the installation requirements for the above referenced project in accordance with the specifications and associated documents described on Attachment A.

In order to be responsive to this invitation, your proposal must include a statement of your agreement with the documents listed in Attachment A and include the signed bid checklist, Attachment B. The associated cost with all requirements must be included in your proposal price.

The expiration date of your proposal must not be earlier than 60 days from bid opening and must be so stated in your proposal.

One (1) copy of your sealed bid proposal must be sent to the attention of and be received by Anita Sales, SimplexGrinnell, 306 Belmont Street, Worcester, MA 01604 no later than **2:00 PM, May 15, 2009**. Please note on the outside of the envelope "Customer Number One Proposal".

Questions regarding this invitation to bid should be directed as follows:

Technical -	Dudley Dorigt	(555) 123-4567
Commercial -	John E. Begood	(555) 123-9876

The right is reserved to waive formalities or reject any bids received if, in SimplexGrinnell's opinion, the best interest of SimplexGrinnell are thereby promoted.

SIMPLEXGRINNELL

Attachments: A, B, and C

SAMPLE
ATTACHMENT A

INVITATION TO BID DATE: April 29, 2009
PROJECT: Customer Number One Renovation

Accompanying this Invitation to Bid are the following documents:

1. SimplexGrinnell General Conditions, GENREQ7, dated 4/28/98, eight (8) pages.
2. Bid Checklist (must be signed and returned with your bid).
3. (List all applicable documentation - specifications, drawings, addenda, correspondence, etc.)

SimplexGrinnell documents: **(FOR EXAMPLE)**

Invitation to Bid
Attachment A, this document
Attachment A-1, Scope of Work
Attachment B, Bid Checklist
Attachment C, Price Breakdown

Customer or Project documents:

Division 0 documents, pages 1 through 5, dated January 19, 2009
Division 1 documents, pages 1 through 20, dated January 19, 2009
Division 15 documents, pages 1 through 26, dated January 19, 2009
Division 16 documents, pages 1 through 30, dated January 19, 2009
Division 17 documents, pages 1 through 15, dated January 19, 2009

Addenda #1 dated March 14, 2009

Drawings titled Customer Number One Renovation - prepared by M.J. Keane & Associates, F.A.-Riser, dated 2/1/99, A201, dated 1/16/99, A202, dated 1/14/99, A204, dated 1/16/99, A205, dated 1/15/99, E205, dated 1/15/99, E207, dated 1/15/99, M213.1, dated 1/14/99, and M213.2, dated 1/14/99

- NOTE: (A) Where similar conditions are described in the above documents, items 1. through 3., the conditions with the most stringent or highest requirements shall prevail.
- (B) Items are in your possession and made apart hereof.

INVITATION TO BID DATE: April 29, 2009

PROJECT: Customer Number One

BID CHECKLIST

THIS SHEET MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR BID.

HAVE YOU:

- 1. ENCLOSED YOUR BID BOND FOR ____% OF THE PROPOSAL AMOUNT (SEE NOTE)
- 2. INCLUDED THE COST FOR 100% PERFORMANCE & PAYMENT BONDS (SEE NOTE)
- 3. PROVIDED NAMES OF REFERENCES.....
- 4. PROVIDED NAMES OF SUBCONTRACTORS YOU PLAN TO USE.....
- 5. PROVIDED A STATEMENT IN YOUR PROPOSAL THAT YOU AGREE WITH THE PROJECT AND SIMPLEXGRINNELL TERMS & CONDITIONS, SPECIFICATIONS, AND DRAWINGS.....
- 6. STATED THE EXPIRATION DATE OF YOUR PROPOSAL.....
- 7. PROVIDED AN AUTHORIZED SIGNATURE ON THE PROPOSAL
- 8. COMPLETED THE REQUIRED BIDDING DATA SHEETS.....
- 9. PROVIDED A CERTIFIED COPY OF STATE ELECTRICAL LICENSE, OR STATE ELECTRICIAN LOW VOLTAGE LICENSE.....
- 10. PROVIDED A CURRENT CERTIFICATE OF INSURANCE.....
- 11. ENCLOSED THIS COMPLETED FORM WITH PROPOSAL.....

CHECK
DONE

NOTE: APPLIES TO PROPOSAL FOR \$50,000 OR MORE.

COMPANY NAME

SIGNATURE

TYPED NAME

TITLE

DATE

SAMPLE
ATTACHMENT C

INVITATION TO BID DATE: April 29,2009

PROJECT: Customer Number One Project

1. Submit a firm fixed price, base bid, in response to the subject Invitation to Bid in accordance with the requirements of Attachment A and B.

2. Firm price to be provided for installation efforts in the following detail:

- a. Labor \$ _____
- b. Material (including freight to site) _____
- c. All Applicable Sales or Use Taxes _____
- d. Permits, Fees and Approvals _____
- e. 100% Performance and Payment Bonds _____
- f. Subcontracted Work _____
 - Demolition/Repair _____
 - Other _____

TOTAL FIXED PRICE \$ _____

3. State job duration in calendar days from date of award: _____

4. Furnish data for the following items:

- a. Labor Rate per hour for Straight Time _____
- b. Labor Rate per hour for Overtime _____
- c. Unit Price (including 20' of wire and conduit, installation, and testing) _____

5. Furnish the following pricing breakdown:

	<u>MATERIALS</u>	<u>LABOR</u>	<u>TOTAL</u>
a. Raceway & Components	_____	_____	_____
b. Wire & Cable	_____	_____	_____
c. Fire Alarm System Installation	_____	_____	_____
d. Security System Installation	_____	_____	_____
e. Direct Mobilization	_____	_____	_____

SAMPLE
ATTACHMENT A-1

INVITATION TO BID DATE: April 29,2009
PROJECT: Customer Number One Renovation

Scope Of Work

This Scope of Work is focused on the furnishing of labor, installation materials, conduit, wire and cable necessary for the complete installation and commissioning of the Fire Alarm and Security System for the Customer Number One Renovation, in accordance with the “Invitation to Bid” and associated documents.

Subcontractor Qualifications

The subcontractor must be an approved SimplexGrinnell subcontractor or shall provide all required information to SimplexGrinnell to gain approval for the installation of this project.

The subcontractor shall be licensed to perform alarm system installations in the State of which the work will be conducted.

The selected subcontractor will be expected to have manpower to meet the installation schedule.

Subcontractor Must Meet Requirements of AHJ

This installation is subject to inspection by the local authority having jurisdiction (AHJ).

All installation permits, licenses and inspection fees must be obtained and paid for by the subcontractor.

The subcontractor is required to schedule and coordinate inspections as required by the AHJ as the job progresses. The subcontractor is required to coordinate such inspections with the owner’s representative.

Quotation Required.

The quotation required from the subcontractor will be for installation labor and miscellaneous material (connectors, wire labels, wire strapping, etc.) and termination to/of SimplexGrinnell provided equipment, cable testing and coordinated system acceptance testing with SimplexGrinnell Technical Support Representative (TR). The subcontractor shall provide labor rates adhering to the response schedule and utilize the pricing form in the “Invitation To Bid”.

Subcontractor Staffing Requirements

It will be the responsibility of the subcontractor to staff this project as competitively as possible in such a manner as to avoid job conflicts and ensure compliance with installation requirements specified herein.

Upon commencement of the Customer Number One facility, the subcontractor shall ensure that each employee performing work under this contract, or performing change order work, coordinate site visits with the property manager.



Systems Description and Installation Requirements

The installation must meet all applicable requirements of the National Electric Code, National Life Safety Code, State Uniform Fire Prevention and Building Code and all other applicable local codes. In addition, all installation requirements indicated in all portions of the specification, plans, and terms and conditions must be met. Whenever a conflict exists, the SimplexGrinnell Project Manager must be notified in writing. Given the installation schedule, it shall be assumed that the more stringent requirement shall be met when a conflict exists unless resolved by the SimplexGrinnell Project Manager.

All 120 VAC circuits/receptacles required for equipment installed on this project shall be the responsibility of Customer Number One.

The subcontractor is responsible to correctly tag and label all cables and number all equipment cabinet wiring for all systems installed on this project.

Subcontractor is required to retain one (1) set of plans to be used as accurate “as-built” drawings and shall deliver to SimplexGrinnell prior to release of final payment per section 1.23 in the SimplexGrinnell General Conditions.

The subcontractor shall not apply power to any cabinet/console or peripheral device until directed to by a TR. The TR shall program all equipment to operate in accordance with an approved sequence of operations.

Coordination Meetings

The subcontractor’s job site supervisor shall attend all coordination meetings with the SimplexGrinnell Project Manager.

Shipping & Receiving

SimplexGrinnell shall provide the equipment, being utilized on this project, to the subcontractor when ready for incorporation into the facility. Upon receipt, the subcontractor shall be responsible for inventory control, and assumes risk of loss or damage to the SimplexGrinnell provided equipment. Equipment that is not functional and has not suffered physical damage or been powered without the direct supervision of a SimplexGrinnell TR, shall be replaced by SimplexGrinnell under warranty.

Job Schedule

The project is to commence within 15 days of award of contract and shall complete no later than the designated date outlined in the provided SimplexGrinnell contract agreement. The subcontractor is to provide a construction schedule-detailing method of installation to meet these dates.

System Testing and Warranty

Commission tests will be conducted on all systems at least two weeks prior to final acceptance testing with Customer Number One. There will be a formal documented system test and certification procedure provided. The SimplexGrinnell TR will supervise this procedure. The subcontractor will be required to provide appropriate personnel to troubleshoot and repair equipment wiring during this process as required.

Upon successful completion of system commissioning, systems acceptance tests is required to be performed under the direction of the Customer Number One Management and AHJ. The subcontractor shall warranty the installation for one-year commencing from date of final acceptance by Customer Number One and AHJ.

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Removal of Obsolete Equipment and Debris

The subcontractor shall remove all existing fire alarm/security equipment made obsolete by equipment installed under this contract and shall dispose of it according to all applicable Federal and State laws. Wiring to this removed equipment will be cutback and left in place.

The subcontractor shall be responsible for the proper removal and disposal of all debris associated with the installation of the Fire Alarm and Security system.

Cutting and Patching

The subcontractor shall be responsible for all cutting, patching, and painting of any surface affected by the installation of the all equipment pertaining to this project.

SIMPLEXGRINNELL GENERAL CONDITIONS

1.01 GENERAL:

This document supplies the general conditions between SimplexGrinnell, hereinafter called "SimplexGrinnell", and the Subcontractor, hereinafter called the "Contractor", for the subject project.

In the context of these general conditions, the term "Work" is defined as the entire effort described in the Contract documents, including Work which is reasonably required to produce a finished project, whether or not all details are specifically described or shown in the drawings or specifications.

1.02 SCOPE:

A. General: The Contractor shall incorporate all mechanical, structural and finish Work inside and out as called for in the project plans and specifications to furnish a complete and operable system. This shall include all labor and material, transportation, apparatus, scaffolding, tools, fuel, energy, light, etc., whether or not specifically called for in the plans and specifications.

B. Mechanical Work: The Contractor shall include all new Work and all modifications to existing Work to furnish a complete and functioning system. All pipes, conduits, ducts, wire, etc., not being reused or reconnected shall be properly removed, closed-up or studded off as applicable.

C. Storage: The Contractor shall provide on-site, weather-protected storage space approved by the architect or owner, for new material delivered to the job site (i.e. trailers, temporary sheds or other approved means). The Contractor shall be responsible for materials stored at the site prior to installation.

1.03 WORKMANSHIP:

A. Intent: A complete system and everything properly incidental thereto in the Contract Documents shall be furnished, and details of installation must be in strict conformance with the specifications and drawings and of good Workmanship and quality. What may be called for in the plans and not in the specifications or vice versa shall be binding in either case as if the same has been called for in both. The failure to show details shall not warrant the omission of anything necessary for the proper completion of the Work. Unless otherwise specified, each Contractor shall supply all labor and material, transportation, apparatus, fuel, energy, light scaffolding, tools, etc., necessary for the entire proper and substantial completion of this Work, and shall install, maintain and protect the same.

B. Quality: Workmanship shall be in strict conformance with the specifications and drawings and of good Workmanship and quality. All installations and applications shall conform to manufacturer's specifications.

C. Installation Methods and Materials:

1. Wire and Cable: Wire and Cable shall be a type listed for its intended use by an approval agency acceptable to the Authority Having Jurisdiction (AHJ) and shall be installed in accordance with the appropriate articles from the current approved edition of the National Electrical Code (NEC) (NFPA 70). Special attention is to be paid to the classification of circuits (i.e. power limited vs. non-power limited) and to the particular electrical characteristics of the cable and wire for its circuit application.

2. Contractor Responsibility: It is Contractor's responsibility to obtain from SimplexGrinnell written instructions regarding the appropriate wire/cable to be used for this installation. No deviation from the written instruction shall be made by Contractor without the prior written approval of SimplexGrinnell. If Contractor installs wire/cable not in accordance with the above requirements, then Contractor shall be responsible for all resulting damages and consequences including, but not limited to, replacement of the improper wire/cable at no cost to SimplexGrinnell.

When project specifications allow reuse of any or all existing wire, cable and/or conduit systems, it shall be the Contractor's responsibility to ensure that these items meet all requirements of the aforementioned conditions.

In the event of a conflict between the project specifications and the SimplexGrinnell installation material requirements, it shall be the Contractor's responsibility to immediately advise SimplexGrinnell in writing of this discrepancy. SimplexGrinnell shall provide the Contractor with a timely written response.

1.04 CONTRACT DOCUMENTS:

A. The Contract Documents consist of the Purchase Order, these General Conditions, any Supplemental Conditions, the drawings and specifications, including all addenda and alterations made in the documents prior to their execution, the prime Contract between SimplexGrinnell and its customer, and any other document specifically incorporated by reference. Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all. In case of discrepancies between the Contract Documents, the Purchase Order and these SimplexGrinnell General Conditions shall take precedence over all other documents, specifications shall take precedence over drawings, and large scale details shall take precedence over small scale details and drawings. In the absence of dimensions, consult SimplexGrinnell; do not scale drawings. Any discrepancies between the Contract Documents shall be called to the attention of SimplexGrinnell before bids are submitted and before proceeding with the Work. The failure of SimplexGrinnell to require strict conformance with any Contract requirement shall not constitute a waiver of the particular requirement or any other Contract requirement.

B. If required by SimplexGrinnell, and prior to the commencement of any Work, the Contractor shall prepare and submit to SimplexGrinnell for review complete plans

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and specifications detailing the Work and materials to be supplied hereunder. SimplexGrinnell shall review such plans and specifications and make comments in writing. The Contractor shall obtain any and all necessary governmental approvals of such plans and specifications prior to the commencement of any Work hereunder. Copies of all permits shall be provided to SimplexGrinnell.

1.05 CONTRACTOR RESPONSIBILITIES:

A. Contractor agrees that all Work shall be performed in strict accordance with the project schedule and all modifications thereto. Contractor agrees to furnish SimplexGrinnell, on demand, all information necessary for SimplexGrinnell to develop and update the project schedule, including, but not limited to, information relating to purchase orders and delivery schedules for Contractor's materials.

B. Time is of the essence in the performance of this Contract. Contractor fully understands the contractual commitment to proceed with diligence and to supply a sufficient quantity of skilled labor and equipment to maintain the project schedule provided by SimplexGrinnell. If in SimplexGrinnell's opinion a sufficient Work force is not provided, the Contractor shall Work on premium time, at Contractor's own expense, to such extent as is necessary to maintain the project schedule provided by SimplexGrinnell.

C. If Contractor is not proceeding with diligence and in such a manner as to satisfactorily complete the Work within the project schedule, SimplexGrinnell may invoke the Takeover provisions of Article 1.17 of this Contract.

D. If, as a result of flood, fire, earthquake, Act of God, war strikes, picketing, boycott, lockouts or any other cause beyond SimplexGrinnell' reasonable control, SimplexGrinnell determines to postpone prosecution of the Work, the Contractor shall, upon receipt of written notice from SimplexGrinnell immediately discontinue further Work until such time as SimplexGrinnell advises the Contractor to resume the Work, which the Contractor shall promptly do upon receipt of written notice from SimplexGrinnell. The Contractor hereby releases and discharges SimplexGrinnell from any liability for damages or expenses which may be caused to or sustained by the Contract or by reason of such cessation of Work. SimplexGrinnell shall be under no obligation to protect the Contractor's Work, materials, tools, equipment or facilities. The Contractor shall bear all risks of loss or damage thereto, by whatever cause inflicted, until the Work is accepted by SimplexGrinnell.

E. Should the project or Contract documents stipulate compliance with Prevailing Wage requirements, it shall be the Contractor's responsibility to comply with and to furnish SimplexGrinnell certified payroll reports substantiating proper wages paid.

1.06 EXAMINATION OF SITE AND DOCUMENTS:

The Contractor, before submitting his proposal, shall visit the site and examine for himself all conditions and limitations which affect the Contract. He shall carefully examine all Contract Documents. Titles and subdivisions in these documents are for convenience and are not a part of the Contract, and no real or alleged errors in arrangement of matter shall be reason for omission or duplication by any Contractor.

1.07 BUILDING PERMITS, FEES AND INSPECTION:

The Contractor shall provide all permits, and arrange all required inspections and approvals as required by all governing building, fire and health departments, necessary for occupancy and final operation of the facility, except that SimplexGrinnell shall be responsible for requesting all approvals from the Authority Having Jurisdiction.

1.08 CODES AND REGULATIONS:

A. The Contractor shall install all Work in strict accordance with all governing codes and regulations at no additional cost to SimplexGrinnell. The Contractor shall comply with all federal, state, municipal, and local laws, codes, regulations, and ordinances applicable to the Work to be performed hereunder, including, but not limited to, the National Electrical Code and regulations regarding occupational health and safety. Furthermore, the Contractor and its employees shall be subject to all safety rules promulgated by SimplexGrinnell, and the Contractor shall be responsible for the acts or omissions of its employees, or of any other entity within its control, in this regard. The Contractor shall indemnify and hold SimplexGrinnell harmless against all fines, prosecution, or other damage suffered if SimplexGrinnell is cited for a violation of any law, rule, or regulation where the condition or practice giving rise to such action against SimplexGrinnell is caused by or under the control of the Contractor.

B. The Contractor shall not proceed with any Work not in conformance with all governing codes and regulations including, but not limited to, applicable safety rules.

1.09 SUBSTITUTION OF MATERIALS AND "OR EQUAL":

Substitute Sheet: If in the opinion of the Contractor a substitute material or method is advisable involving an add or subtract to the cost, he may list same on a substitute sheet stating the amount of add or subtract. This may be enclosed with the bid. No substitution shall be made without approval, in writing, from SimplexGrinnell.

1.10 CHANGES IN SCOPE OF WORK:

A. Any time before completion and final acceptance of the Work, SimplexGrinnell may, by written order, direct the

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Contractor to make any additions, deletions, changes, or alterations in the Work, provided however, that no such revisions shall be made, and no payment therefore shall be made, unless the same is directed by SimplexGrinnell through the issuance of a written change order before the commencement of the changed Work. The change order shall fully set forth changes, if any, to be made in the scope of Work, the Contract price and the time for completion.

B. Should Contractor install or construct work, which constitutes a change from the scope of Work, without written authorization from SimplexGrinnell, Contractor shall, if requested by SimplexGrinnell, remove such changed Work and install the Work in accordance with the Contract documents at Contractor's sole cost and expense. Contractor shall also be responsible for all costs and damages caused by any delay.

C. No payment shall be due Contractor for changed Work until SimplexGrinnell has received payment for the changed Work from the project owner.

1.11 BONDS:

The Contractor shall furnish to SimplexGrinnell 100% performance and 100% payment bonds before the commencement of Work. These bonds shall be on a form in conformance with Standard AIA Subcontractor's Performance and Payment Bonds. The cost of these bonds is included in the Contract price. No payment will be made to Contractor prior to SimplexGrinnell's receipt of the required bonds.

1.12 TAXES:

The Contractor shall include all local and state taxes for labor and materials as quoted on his bid proposal.

1.13 PAYMENT:

A. SimplexGrinnell shall make monthly payments in arrears on account of the Contract Price. Each monthly payment shall be made within seven (7) days of receipt by SimplexGrinnell of payment from its client and (i) the Contractors Pay Estimate Form and (ii) Lien Waivers as hereinafter provided.

The amount of each monthly payment shall be (i) that percentage of the Contract Price which is equal to the percentage of the Work which was performed in the month prior as verified by the Contractor Pay Estimate Form attached, (ii) less 10%, or the maximum retention allowed by law, whichever is less.

B. Together with each request for a progress payment, as well as the request for final payment, the Contractor shall furnish SimplexGrinnell with Lien Waivers covering the Work and materials pertaining to such request. By acceptance of any and all payments received by him, the Contractor agrees to indemnify and save harmless

SimplexGrinnell and its subsidiaries from all claims made by Subcontractors, laborers, Workmen, mechanics, material-men and furnishers of machinery, equipment, power tools and all other supplies utilized in the Work and of the performance for which the Contractor is being paid hereunder.

C. Progress payments may be withheld on account of (i) defective Work, (ii) liens or claims filed, (iii) failure of Contractor to make timely payments to subcontractors, sub-subcontractors or to others for labor, materials or equipment furnished, (iv) damage to another Contractor, or (v) unsatisfactory prosecution of the Work by Contractor, or (vi) failure of SimplexGrinnell's client to make payment to SimplexGrinnell.

D. No payment shall be due the Contractor until the Contractor has provided:

(i) Insurance certificates to SimplexGrinnell as proof of the required insurance coverage in accordance with Article 1.14.

(ii) Acceptable Performance and Payment Bonds in accordance with Article 1.11.

(iii) Acceptable Schedule of Values and Construction Schedule.

(iv) Certified Payroll Reports in accordance with the project requirements.

(v) Lien waivers in accordance with subsection B, above.

E. No final payment shall be due the Contractor until:

(i) The Contractor has provided "as-built" drawings, acceptable to SimplexGrinnell, its client, the Owner, and all governmental bodies and agencies having jurisdiction, in accordance with Article 1.23.

(ii) The Contractor has assigned or otherwise made available for the benefit of SimplexGrinnell, all warranties and guarantees in favor of the Contractor which cover any of the Work, materials, supplies, or equipment furnished pursuant to the Contract.

(iii) The Contractor has provided final Lien Waivers covering all of the Work.

(iv) The Contractor has completed all Work, including all change order Work, in accordance with the Contract documents and all Work has been accepted by SimplexGrinnell.

(v) SimplexGrinnell has received its final payment.

F. The Contractor agrees that moneys received for the performance of this Contract shall be used for labor, material and equipment entering into the Work and said

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moneys shall not be diverted to satisfy obligations of the Contractor on other Contracts.

G. No payment made under this Contract shall be conclusive evidence of the performance of this Contract by the Contractor either wholly or in part and no payment including final payment shall be construed to be an acceptance by SimplexGrinnell of defective or unsatisfactory Workmanship, materials and/or equipment.

H. To the fullest extent permitted by law, The Contractor hereby agrees to indemnify and hold harmless SimplexGrinnell from any cost, charge, or claim incurred because of any lien placed on the project by Contractor, any of Contractor's Subcontractor's, sub-tier Subcontractors or suppliers. Contractor shall be responsible for and pay all costs necessary to remove such liens. This provision 1.13 H shall survive termination, completion of this Contract or final payment.

1.14 INSURANCE:

Until the Notice of Acceptance is issued by SimplexGrinnell, the Contractor shall maintain, at its expense, the following types of insurance issued by companies acceptable to SimplexGrinnell covering the Work.

A. COMMERCIAL GENERAL/COMPREHENSIVE LIABILITY POLICY

Bodily Injury:

\$500,000 each occurrence,
\$1,000,000 aggregate

Property Damage:

\$250,000 each occurrence or a Combined Single Limit (CSL) of \$1,000,000 Bodily Injury and Property Damage.

The policy must include:

- 1.) Premises-Operations Liability coverage.
- 2.) Products/Completed Operations coverage.
- 3.) Contractual Liability coverage.
- 4.) Independent Contractors coverage.
- 5.) Broad Form Property Damage coverage.
- 6.) Personal Injury Liability coverage.
- 7.) All coverage must be on an Occurrence basis. Claims Made coverage will not be acceptable.
- 8.) If any Work is to be performed below the surface of the ground, coverage must be extended to include protection against property damage caused by explosion (including blasting), collapse of structures, and damage to underground pipes and utilities. (This is known as "XCU" coverage)

B. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

\$1,000,000 aggregate is required for all engineering/design/certification Work.

C. AUTOMOBILE LIABILITY POLICY

Bodily Injury: \$500,000 per person, \$1,000,000 per accident.

Property Damage: \$250,000 per accident or a Combined Single Limit (CSL) of \$1,000,000 Bodily Injury and Property Damage.

The policy must include coverage for Any Autos, Hired Autos and Non-Owned Autos.

D. WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY POLICY

1. Workmen's Compensation Insurance - Statutory, State Requirements.
2. Employer's Liability Insurance - \$100,000.

E. MEDICAL AND DISABILITY BENEFITS POLICY

For Sole Proprietors and Partners without employees.

F. CERTIFICATE OF INSURANCE AND CANCELLATION:

Certificates of Insurance showing evidence of coverage as called for herein and naming SimplexGrinnell as an additional insured shall be filed with SimplexGrinnell prior to commencement of construction. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or materially altered until at least thirty (30) days after written notice is given to SimplexGrinnell.

G. Contractor assumes full responsibility for all loss or damage from any cause whatsoever to any tools owned by its employees and/or Contractor, any tools, machinery, equipment or other motor vehicles owned or rented by Contractor, his agents, Subcontractors, material-men or their employees; and any other damages caused through their own negligence.

1.15 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless SimplexGrinnell from and against any and all claims for damages or bodily injury, sickness, disease, or death or damage to personal property (other than the Work itself) and any losses and expenses, including but not limited to attorneys fees, caused, in any part, by the Work performed by or material provided by the Contractor or its employees, agents or subcontractors. The Contractor's obligation, to the fullest extent permitted by law, is to defend, at its sole cost and expense, itself, SimplexGrinnell, and their representative employees, agents, owners, officers, and customers against any and all claims or causes of action caused by or related to the Contractor's Work, and to pay the loss for which Contractor is deemed responsible in whole or in part in negligence or otherwise. This provision shall survive completion of the Work.

1.16 LIENS AND CLAIMS:

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A. The Contractor shall promptly pay prior to delinquency all bills for all charges, in connection with the Work, and shall keep the property free from any materialmen's or mechanic's liens and claims or notices in respect hereto, and failure to do so shall constitute failure of performance under this Contract. Notwithstanding anything herein to the contrary, in order to protect SimplexGrinnell from all claims and liens of whatsoever nature, it is agreed that the Contract Price shall not become due and payable until the labor, materials, tools, equipment, facilities, rentals of equipment, transportation, fees and permits, taxes and all other charges, without limitation by the foregoing enumeration, in connection with the Work have been fully paid. If required by SimplexGrinnell, receipted bills and releases therefore showing payment in full shall be furnished by the Contractor to SimplexGrinnell. Notwithstanding anything herein to the contrary, SimplexGrinnell shall not be required to make any payments to the Contractor unless the Contractor's rate of progress, Work done and materials furnished are satisfactory to SimplexGrinnell and as herein agreed upon, and unless the balance due Contractor after any such payment would be sufficient to satisfy all obligations of the Contractor for labor, materials, equipment, taxes, etc., furnished or to be furnished by the Contractor under this Contract.

B. In the event that the Contractor fails to pay and discharge when due any bills or obligations of any kind of nature whatsoever incurred by the Contract or by reason of or fulfillment of this Contract, whether or not a lien or notice of lien has been filed or may be filed with respect thereto, SimplexGrinnell, at its option but without being obligated to do so, may pay all or any part of such bills or obligations, in which event such payments will be deemed a credit against the payment of the Contract Price.

1.17 EVENTS OF DEFAULT/TAKEOVER:

A. In the event the Contractor shall at any time when this Contract is in effect be adjudicated a bankrupt, make an assignment for the benefit of creditors, commit any act of insolvency or fail to pay promptly when due all bills and charges for labor, materials, and rental of equipment used in the performance of this Contract or required by this Contract to be paid, and/or in the event of the Contractor's failure to perform promptly each and every substantial obligation required hereunder, SimplexGrinnell, upon three (3) days written notice to the Contractor may, without prejudice to any other right or remedy afforded by law, equity or this Contract, take over the Work or any separable part thereof, and complete the same, or have the right, for the purpose of completing the Work, to take possession of all drawings, materials, tools, and appliances belonging to the Contractor, (and for such purpose this Contract shall be construed as an assignment by the Contractor to SimplexGrinnell of said drawings, materials, tools and appliances).

B. It is agreed that the Contractor shall commence and at all times carry on, perform, and complete this Contract to the full and complete satisfaction of SimplexGrinnell, the Architect/Engineer, and the Owner. It is specifically understood and agreed that in the event SimplexGrinnell shall at any time be of the good faith opinion, after consulting with the Contractor, unless the Contractor is not available, that the Contractor is not proceeding with diligence and in such a manner as to satisfactorily complete the Work within the project schedule, as modified from time to time, or if the Contractor shall fail to correct, replace, or re-execute faulty or defective Work done or materials furnished under this Contract as required by SimplexGrinnell, then SimplexGrinnell shall have the right after a three (3) calendar day notice confirmed in writing, unless such notice is not practical under the circumstances or the delay would cause harm to the progress of the project, to take over the Work and to complete same at the cost and expense of the Contractor, without prejudice to SimplexGrinnell's other rights or remedies for any loss or damage sustained. In the event of an emergency involving risk of loss or injury to person or property, arising prior to an actual takeover, SimplexGrinnell may take appropriate action to mitigate such emergency and may charge Contractor for all costs incurred in such mitigation. Previous demands made on Contractor not followed by a takeover shall not be deemed a waiver of SimplexGrinnell's right to do so.

C. Any such takeover shall not constitute or be construed as a waiver by SimplexGrinnell of any action, claim or demand SimplexGrinnell may have against the Contractor by reason of injury or damage resulting to SimplexGrinnell because of the Contractor's failure of performance hereunder. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price shall exceed the expense of SimplexGrinnell in finishing the Work, including compensation for additional managerial, administrative and legal expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to SimplexGrinnell upon demand by SimplexGrinnell. If it should become necessary for either party hereto to resort to legal action or arbitration to enforce this Contract, the non-prevailing party shall pay all reasonable legal fees and other expenses incurred by the prevailing party.

D. The term "failure of performance" as used herein includes, but is not limited to, failure to deliver shop drawings, samples, and other data required by SimplexGrinnell, and failure to begin the Work by the Commencement Date and to diligently prosecute the same to completion and acceptance by SimplexGrinnell.

1.18 DISCREPANCIES OR OMISSIONS:

Should the Contractor find discrepancies in or omissions from the drawings or specifications, or should he be in doubt as to their meanings, he shall at once notify SimplexGrinnell and shall not proceed without full clarification.

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1.19 PROTECTION OF THE WORK:

The Contractor agrees to exercise all normal and reasonable precautions to protect his Work and all property placed under his control or in his custody against loss and/or damages resulting from theft, fire, vandalism, the elements, or otherwise. In the event such damage or loss occurs prior to inspection and acceptance of the Work by SimplexGrinnell, the Contractor shall repair or replace same at his own cost and expense. SimplexGrinnell shall not be responsible for any loss thereof or damage thereto.

1.20 SUPERINTENDENCE:

The Contractor shall give his personal superintendence and direction to the performance of this Contract, and he shall keep a competent superintendent constantly on the Work until it is completed. The superintendent shall have full authority to act for the Contractor in all matters pertaining to this Contract and the Work.

1.21 WARRANTY

A. The Contractor warrants all materials and Workmanship for a period of one year from the date of final acceptance unless a longer period is specified elsewhere within these Contract Documents.

B. In addition to the foregoing, and not by way of limitation, the Contractor agrees to repair or replace, to the satisfaction of SimplexGrinnell and all governmental or regulatory authorities or agencies having jurisdiction, any of the Work or materials judged to be defective or unacceptable for any reason.

C. Should the Contractor refuse or neglect to proceed at once with the correction or replacement of rejected or defective materials and/or Workmanship after receiving notice to do so, it is agreed that SimplexGrinnell shall have the right and power to have the defects remedied, or changes made, at the expense of the Contractor. The Contractor agrees to pay SimplexGrinnell, on demand, all costs and expenses paid or incurred by SimplexGrinnell in remedying such defects or making such changes, together with interest at the maximum rate permitted by law until paid.

1.22 CLEANING UP AND FINAL PREPARATION:

In general, when the Work is completed, all cleaning and preparation of occupancy shall be done by the Contractor. During the progress of the job, each trade shall be responsible for cleaning up his own dirt and debris and removing it from the site.

1.23 AS-BUILT DRAWINGS:

The Contractor shall retain one (1) set of plans to be identified as "as-built" drawings. Any changes to the Work caused by field conditions or SimplexGrinnell approved

Change Orders shall be highlighted together with appropriate notations on the set of documents retained for "as-built" drawings. Upon acceptance of the Work, the Contractor shall deliver the "as-built" drawings to SimplexGrinnell. DELIVERY OF ACCURATE AS-BUILT DRAWINGS MUST BE MADE PRIOR TO RELEASE OF FINAL PAYMENT.

1.24 SUBCONTRACTORS AND EMPLOYEES:

A. SimplexGrinnell reserves the right to reject any subcontractor or subcontract-subcontractor, materialman or laborer and thus preclude such person from executing any part of the Work. The Contractor agrees that he will be responsible for the acts and omissions of subcontractors and their employees to the same extent that he is responsible for the acts and omissions of persons directly employed by him. If any employee or subcontractor of the Contractor causes a breach of the peace or disturbance in and around the property or is otherwise unfit for or unskilled in the Work assigned to him, SimplexGrinnell may require that the Contractor replace said employee or subcontractor within twenty-four (24) hours of written notice thereof to the Contractor.

B. The Contractor agrees to bind every subcontractor and sub-subcontractor to, and every subcontractor and sub-subcontractor agrees to be bound by, the terms of the Contract Documents so far as same is applicable to their respective Work. Nothing contained herein, or in any statute or governmental regulation, shall obligate SimplexGrinnell to pay or see to the payment of any moneys to any subcontractor, sub-subcontractor or materialman, or to pay or assure the withholding or payment of any taxes, or other payroll deductions required by law to be withheld from wages of employees of the Contractor of any subcontractors or sub-subcontractor. The Contractor shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the Work any person unfit for or not skilled in the Work assigned to him. The Contractor shall designate an individual to be its authorized on-site superintendent, which designee must be approved by SimplexGrinnell, which approval will not be unreasonably withheld. However, the foregoing shall not be construed or be interpreted that SimplexGrinnell in any way interferes with the Contractor's right to hire and fire his employees, assign duties to them, fix their Working hours, wages or terms and conditions of employment, which right shall be absolute.

C. It is the continuing policy of SimplexGrinnell that any of SimplexGrinnell employees not accept employment, gifts or other consideration from any of SimplexGrinnell' vendors or Contractors. The Contractor agrees that it shall not employ any employees of SimplexGrinnell, nor grant an employee of SimplexGrinnell any compensation, gift for consideration, within the one-year period immediately following SimplexGrinnell' acceptance of the Work. Breach of the terms of this provision shall be considered a material breach of the terms of this Contract.



1.25 INTERPRETATION:

A. If the Contractor be a partnership or corporation, all words in this Contract referring to the Contractor shall be read as though written in the plural or in the neuter gender, as the case may be.

B. This Contract and all of its terms and provisions shall be interpreted and construed according to the law of the Commonwealth of Massachusetts. Should any clause, paragraph or other part of this Contract be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other clauses, paragraphs or parts of this Contract shall nevertheless remain in full force and effect.

1.26 TERMINATION:

Anything to the contrary herein notwithstanding, SimplexGrinnell, in its sole discretion, may terminate this Contract at any time by giving at least three (3) days prior written notice of such termination to the Contractor. Upon termination of this Contract, the Contractor shall be entitled to payment for Work finished and installed by him and accepted by SimplexGrinnell, subject to whatever claims or offsets SimplexGrinnell may have against the Contractor; and subject to the provisions herein, the Contractor shall, upon termination of this Contract, forthwith peaceably and quietly, surrender to SimplexGrinnell the property and all facilities, machinery and equipment furnished by or belonging to SimplexGrinnell, or any if its affiliated companies.

1.27 NOTICE:

Any notice provided under this Contract served in writing upon the parties shall be deemed served and effective:

A. if personally delivered to an authorized representative of the appropriate party, upon actual delivery, or

B. if mailed by certified or registered U.S. Mail, postage prepaid, to the appropriate party at the address set forth in this Contract or to such other address as the parties hereto may designate in writing, upon posting.

1.28 COMMENCEMENT DATE, COMPLETION OF WORK, LIQUIDATED DAMAGES:

A. Subject to the provisions of this Contract, the Work (and the labor and materials comprising it) shall commence on the date established in the Contract between SimplexGrinnell and SimplexGrinnell's Customer and shall be considered complete and accepted by SimplexGrinnell only when it has been inspected and approved in writing by an authorized representative of SimplexGrinnell. The Contractor shall formally submit a notice of substantial completion to SimplexGrinnell requesting a final inspection.

B. If SimplexGrinnell is charged with delay damages or liquidated damages due to late performance by Contractor, Contractor shall immediately indemnify SimplexGrinnell for all such losses, including all costs and attorney fees.

1.29 ASSIGNMENT RIGHTS:

No right or interest in this Contract or in any payments to be made hereunder may be assigned or transferred without the prior written consent of SimplexGrinnell. All claims for monies due or to become due from the Contractor shall be subject to deduction by SimplexGrinnell for any setoff or backcharge arising out of this or any other Contract with Contractor.

1.30 HAZARDOUS MATERIALS:

SimplexGrinnell is not aware of any hazardous materials or conditions at the jobsite. Should any such hazardous materials or conditions be encountered, the Contractor shall immediately stop all Work in the vicinity of such hazardous condition or that could disturb such hazardous materials and shall immediately provide written notice to SimplexGrinnell and the Owner.

1.31 GENERAL ARBITRATION CLAUSE:

A. The parties to this Contract hereby agree to submit any and all claims that do not exceed \$150,000.00, arising from or relating to the performance of this Contract to binding arbitration, before a single arbitrator, at the American Arbitration Association office nearest the Work site, in accordance with the Construction Industry Rules of the American Arbitration Association. Any arbitration award shall be final and binding, and judgment upon the arbitration award may be had in any court having jurisdiction.

If the Contractor's Work has not been completed pursuant to this Contract or as changed or directed by SimplexGrinnell the Contractor shall continue performance of the Work during the pendency of this arbitration.

B. AUTHORITY OF ARBITRATOR

The Arbitrator shall not have the authority to issue an award to either party exceeding \$150,000.00. Moreover, the Arbitrator shall diligently attempt to limit the arbitration duration to no more than two days of hearings. The hearing may only continue a third day upon a determination by the Arbitrator that a third day is necessary in the interest of justice, to allow inclusion of all relevant evidence. In no event shall the Arbitrator have the authority to exceed three days of hearings. The Arbitrator shall limit each party to one full day of presentation time which may be utilized for direct or cross-examination, and the introduction of evidence.

The Arbitrator shall schedule the hearings to conclude not more than 45 days after the date the Arbitrator is appointed.

SimplexGrinnell

The Arbitrator may make any award or fashion any remedy that is just and equitable in the opinion of the arbitrator, subject to the limitations set forth in this arbitration provision. The Arbitrator will award to the prevailing party or parties such sums as are proper to compensate for the time, expense, and trouble of arbitration, including all arbitration costs and fees, and attorney fees.

The Arbitrator may permit the parties to submit opening and closing briefs, and the parties may, if both parties agree, submit the entire case to the Arbitrator on the record, without hearings. The Arbitrator shall issue findings of fact and conclusions of law with the award.

C. PARTIES TO ARBITRATION

Any arbitration arising out of or relating to this Contract may include, by consolidation, joinder, or in other manner, any additional persons or entities not a party to this Contract whom either party to this Contract believe to be substantially involved in a common question of law or fact relating to this Contract and who can be joined to the proceeding, by agreement or otherwise.

D. FAILURE TO APPEAR

This arbitration agreement is self-executing. If any party refuses or neglects to appear at or participate in arbitration proceedings after reasonable notice, the arbitrator shall proceed ex parte to decide the controversy in accordance with the evidence that is presented by the party or parties who participate.

E. DISCOVERY

Not later than 15 days prior to the first hearing date, all parties shall provide all other parties with the names of their witnesses, and a summary of their expected testimony. Moreover, each party shall provide copies of all documents they intend to offer into evidence. Except for purposes of impeachment, the Arbitrator shall not allow into evidence or consider, any document that was not provided, or allow the testimony of any witness that was not disclosed.

1.32 WAIVER: If SimplexGrinnell waives any right, or fails to demand certain performance from the Contractor, such waiver shall not constitute a waiver of any future performance, or prevent the enforcement of obligations previously waived.

1.33 SAVINGS CLAUSE: In the event any part or clause of this Agreement is found to be void or unenforceable, the remaining terms of the Agreement shall remain in full force and effect.

SUBCONTRACTOR LABOR PROCEDURES

5: EVALUATING SUBCONTRACTOR PERFORMANCE PROCEDURE

PURPOSE:

To define the policy and procedures for accurately evaluating the subcontractor's quality and performance of work for determination of future use by SimplexGrinnell.

POLICY:

All subcontractors hired to install SimplexGrinnell equipment, or to perform any services on a SimplexGrinnell customer site, shall be a rated on their performance in accordance with the requirements set forth in this document.

PROCEDURE:

In order to maintain an accurate listing of qualified subcontractors, the district based upon overall performance on each specific project shall rate every subcontractor used. Any subcontractor receiving an unsatisfactory performance or progress rating must be removed from the District and Headquarters "Approved Subcontractors" list.

The District Project Manager (District Manager or Sales Representative in districts without Project Manager, Installation Manager, or Operations Manager) shall complete the "Subcontractor Performance Evaluation" form (see EXHIBIT "K") at the completion of the job **prior to** final payment to the subcontractor. A copy of the evaluation form must be sent to HQ Contract Administration and a copy filed at the district with the qualification information that was obtained from each subcontractor.

Subcontractors receiving below average ratings must be removed from the "Approved Subcontractor" list. District management review must take place to determine what affect this evaluation has on all ongoing or future projects. As a guide, any rating of 2 or below, in any category, or an overall rating of less than 234 points, indicates sub-standard performance and requires district management review.

EXHIBIT "K"

Subcontractor Performance Evaluation

Subcontractor Name: _____ Vendor Number: _____

Evaluator: _____ Date: _____

Project Name / Number: _____ Contract Value: _____

Services Provided: _____

System Type: _____ Fire Alarm _____ Telecommunications _____ Intercom/Clock _____ Nurse Call
 _____ Pro Audio _____ Security (_____ CCTV _____ Intrusion _____ Access)

Instructions

- a) Fill in the top portion of the document providing the project subcontractor and project information.
- b) Rate the subcontractor's performance in the rating column for each performance criteria
- c) For performance criteria that cannot be evaluated adequately, enter a rating a "3".
- d) Multiply each rating by the weight given to the performance criteria (weight predetermined by HQ).
- e) Write the total of "rating multiplied by weight" in the respective "Total" column.
- f) Add the total column and write the sum in the "Overall Total" space provided.
- g) Add any pertinent comments in the space provided below.

Performance Criteria	Weight	Rating	Total
	(predetermined)	(1 [low] through 5 [high])	(rating X weight)
1 Compliance to owners contract documents	10		0
2 Compliance to Simplex contract documents	9		0
3 Ability to maintain project schedule	9		0
4 Work quality	9		0
5 Focus to safety	8		0
6 Consideration of owner's needs	8		0
7 Knowledge of Simplex equipment	4		0
8 Cooperation with Simplex project manager	4		0
9 Timeliness of follow-up and paperwork	4		0
10 Organization	4		0
11 Validity of change orders	3		0
12 Quality of as-built drawings	3		0
13 Financial responsibility	3		0

Overall Total: _____ 0

Comments

Working with Subcontractors Checklist

<input checked="" type="checkbox"/>	1. Pre-Bid Phase
<input type="checkbox"/>	Have you identified the required Subcontractor trades?
<input type="checkbox"/>	Have you developed the Subcontractor Scope of Work?
<input type="checkbox"/>	Have Lien Waiver requirements been identified and incorporated into the Subcontractor's Contract documentation?
<input type="checkbox"/>	Have certified payroll requirements been incorporated into the Subcontractor's contract? <i>(if applicable)</i>
<input type="checkbox"/>	Have the appropriate method and dates of invoicing and amount of retainage been determined?
<input type="checkbox"/>	Has the Subcontract or Request For Proposal (RFP) been developed and issued?
<input type="checkbox"/>	Have you completed the initial Pre-Bid meeting with the Subcontractors and reviewed the following items? <ul style="list-style-type: none"> • Project • Scope of work • Schedule • Subcontractor's approach, concerns, and/or value-engineering items
<input type="checkbox"/>	Did you review site conditions and perform a site survey with the subcontractor? <i>(if a retrofit)</i>
<input type="checkbox"/>	Did you complete meeting minutes and distribute them to meeting participants and interested parties?
<input checked="" type="checkbox"/>	2. Pre-Construction Phase
<input type="checkbox"/>	Have bid questions from Subcontractors been answered?
<input type="checkbox"/>	Has a Subcontractor Qualification Form been received and evaluated? <i>(if a new Subcontractor)</i>
<input type="checkbox"/>	Have Subcontractor Requests For Proposal (RFPs) been evaluated and Subcontractor(s) selected?
<input type="checkbox"/>	Have project milestone dates or a preliminary schedule been provided to the Subcontractor?
<input type="checkbox"/>	Has the Subcontractor submitted its schedule?
<input type="checkbox"/>	Have the Subcontractor Payment/Performance Bond and Certificate of Insurance been received and entered in Job Cost?
<input type="checkbox"/>	Has a Subcontractor Agreement been received and processed? <i>(for all subcontracts).</i>
<input type="checkbox"/>	Has the sub-contractor approval process been completed in the Job Cost?

<input checked="" type="checkbox"/>	2. Pre-Construction Phase (continued)
<input type="checkbox"/>	Has a Labor Purchase Order been completed in Job Cost?
<input type="checkbox"/>	Have all contracts, bonds, and insurance forms been executed by the Subcontractor and received?
<input type="checkbox"/>	Have you clarified any questions asked by the Subcontractor that required a Request for Information (RFI) be issued to the Customer?
<input type="checkbox"/>	Did you obtain any required Subcontractors submittals?
<input checked="" type="checkbox"/>	3. Construction Phase
<input type="checkbox"/>	Has site storage for materials, trailer locations, break areas, and available utilities been determined?
<input type="checkbox"/>	Has Subcontractor mobilization to the site been initiated?
<input type="checkbox"/>	Have you visited the jobsite to follow up and ensure the Subcontractor is completing the job according to expectations?
<input type="checkbox"/>	Have you clarified any questions asked by the Subcontractor that required a Request for Information (RFI) be issued to the Customer?
<input type="checkbox"/>	Have regularly scheduled meetings been conducted with the Subcontractor(s) to review the following? <ul style="list-style-type: none"> • Schedule • Quality Control • Project Progress • Work in Place • Safety • Outstanding Issues
<input type="checkbox"/>	Did you complete meeting minutes and distribute them to meeting participants and interested parties?
<input type="checkbox"/>	Have Change Orders or cancellations been processed in Job Design?
<input type="checkbox"/>	Have Subcontractor invoices been processed based on percentage of work completed?
<input type="checkbox"/>	Are Daily Reports being completed?
<input type="checkbox"/>	Has testing been conducted?
<input type="checkbox"/>	Have Punch-List items, resulting from testing, been submitted to the Subcontractor and completed?
<input checked="" type="checkbox"/>	4. Project Close-Out Phase
<input type="checkbox"/>	Have Punch-List items been completed? (See <i>Letter to Subcontractors</i> in the Construction Module)
<input type="checkbox"/>	Have the Subcontractor's as-built drawings been collected?
<input type="checkbox"/>	Is Subcontractor demobilization complete?

Commented [JGG1]: Assume you are referring them to another section.

<input type="checkbox"/>	Have final Lien Waivers been executed?
<input type="checkbox"/>	Has the final payment been issued to the Subcontractor based on percentage of work completed and all Punch-List items being completed?
<input type="checkbox"/>	Have Appreciation Letters been sent to the Subcontractors?

SIMPLEX GRINNELL UNIFORM CONTRACTING QUESTIONNAIRE

INSTRUCTIONS

Submit this form as required by Simplex Grinnell if you desire to qualify to competitively bid contracts of \$10,000 or more, or when proposed for subcontract work valued at \$10,000 or more. If you submitted one within 12 months of the bid date, as long as the information remains unchanged and accurate, you may submit a complete certified copy of that form, together with an Affidavit of No Change.

Simplex Grinnell may require additional information deemed necessary for its review. Whenever more space is needed to answer any question, or you wish to give further explanation complete by attaching extra pages. All questions must be answered.

NOTE: Please indicate whether you believe that any of the information supplied herein is confidential and should be exempt from disclosure under the Freedom of information Law: ___yes, ___no. If you checked "yes" you must identify the information you feel is confidential by placing an asterisk (*) in front of the appropriate question number(s) and you are requested to attach an additional sheet (s) upon which the basis for such claim (s) is explained.

GENERAL INFORMATION

1. NAME OF FIRM _____
 DBA NAME, IF ANY _____
 MAILING ADDRESS _____ FAX NO. () _____
 ACTUAL LOCATION _____
 CITY _____ COUNTY _____ STATE _____ ZIP _____
 PHONE NO. () _____
2. TYPE OF FIRM (CHECK ONLY ONE) ___ CORPORATION ___ PARTNERSHIP ___ PROPRIETORSHIP ___ JOINT VENTURE
3. HOW MANY YEARS HAS THE FIRM BEEN IN BUSINESS? _____ UNDER THE SAME NAME? _____ UNDER THE SAME NAME? _____
4. WHAT IS THE FIRM'S BONDING RANGE? _____ SINGLE PROJECT _____ AGGREGATE
5. ARE YOU CERTIFIED AS A DBE _____ MBE _____ IF SO, WITH WHOM _____

OWNERSHIP, MANAGEMENT, AFFILIATION

6. Identify each person who is, or has been within the past five years, an owner of 5.0% or more of the firm's shares, a Director, an Officer, a Partner or the Proprietor. Joint ventures: provide information for all firms involved. Fill in name, % owned, office held; indicate by Y or N whether director, officer, or partner.

FIRST NAME	MI	LAST NAME	DATE OF BIRTH	% OWNED	DIRECTOR (Y or N)	OFFICER (Y or N)	TITLE	PARTNER (Y or N)



Fire &
Security

SimplexGrinnell

SimplexGrinnell LP
200 Forge Way
Rockaway, NJ 07866

Tel. (973) 586-8844
Fax (973) 586-4413
www.simplexgrinnell.com

**SIMPLEX GRINNELL
CONTRACTOR – PREQUALIFICATION INFORMATION FORM**

1. FEDERAL IDENTIFICATION NUMBER -
2. COMPANY NAME _____
3. STREET ADDRESS _____
4. CITY _____
5. STATE _____
6. ZIP _____
7. COUNTY _____
8. PHONE NO. _____ Ext. _____
9. COMPANY REPRESENTATIVE _____
10. FAX NO. _____
11. EMERGENCY NO. _____ Ext. _____
12. M/WBE FIRM YES NO
13. TRADE INTEREST (S) _____
14. UNION _____ NON-UNION _____
15. UNION AGREEMENTS – LOCAL/TRADE LIST ALL: _____

16. LIST ALL GEOGRAPHICAL AREAS IN WHICH YOU PERFORM WORK:

15. CIRCLE ALL TRADES IN WHICH YOU PERFORM WORK:

<u>TRADE</u>	<u>DESCRIPTION</u>
A	ASBESTOS ABATEMENT
B	HAZARDOUS MATERIAL REMEDIATION
C	CONSTRUCTION
D	DEMOLITION
E	ELECTRICAL
F	FOOD SERVICE EQUIPMENT
G	ENVIRONMENTAL ENGINEERING
H	HVAC
I	REFRACTORY
J	WELL DRILLING
L	SITE IMPROVEMENT
M	HEAT CONTROLS
N	FIRE PROTECTION
O	SECURITY WORK
P	PLUMBING
R	REFRIGERATION EQUIPMENT
S	SPRINKLER
T	ROOFING
U	ELEVATOR
V	HIGH LEVEL VOLTAGE ELECTRICAL
W	LAUNDRY EQUIPMENT

NOTE: DO NOT CHOOSE A TRADE YOU CANNOT PERFORM. CONTRACTS REQUIRE 70% OF WORK TO BE DONE BY THE CONTRACTOR WHO BIDS. IF YOU FAIL TO BID WHEN ASKED, YOU WILL BE REMOVED FROM THE SIMPLEX GRINNELL BIDDERS LIST.



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SIMPLEX GRINNELL

Exhibit "A"
Subcontractor Pre-Qualification Form
Safety Pre-Qualification Form

- 1. Please list your Company's Workers Compensation Interstate/Intrastate Experience Modification Rate for the most recent three years. (Attach a copy of your insurance agent's verification letter)

Interstate (Yr./Rate)

Form for Interstate Experience Modification Rate with three columns for year and rate.

Intrastate (Yr./Rate/Name State (s) with abbreviations next to modification rate)

Form for Intrastate Experience Modification Rate with three columns for year, rate, and state name.

Note: Subcontractor's must have current EMR less than or equal to 1.0 to qualify for Simplex Grinnell's Bid List. Should your EMR exceed 1.0, the Contractor must demonstrate and document that it has or will initiate programs, policies, and attitudes which will result in a safety conscious performance in order to be included on Simplex Grinnell's Approved Contractor List. In this case it is the sole discretion of Simplex Grinnell to approve or disapprove a Subcontractor.

- 2. Please use the three most recent year's OSHA No. 200 Log to fill in the number of cases for each of the following categories:

Table with 4 columns for years and rows for various OSHA categories: Year, Number of fatalities, Number of lost workday cases, Number of lost time cases, Number of medical treatment cases, Employee Hours Worked, OSHA Recordable Incidence Rate, OSHA Lost Workday Incidence Rate.

Note: -Items in parenthesis come from your OSHA 200 Log.
-Recordable Incidence Rate = Number of Recordable cases times 2000,000 divided by employee hours worked
-Lost Workday Incidence Rate = Lost Workday cases (not days lost) times 200,000 divided by employee hours worked
-Employee Hours Worked = total number of hours worked during the year by all employees

Exhibit “A” (Continued)

3. How many OSHA violation(s) has your Company received in the last three years?
(Yr. = # violations)

_____ = _____ = _____ =

Any willful OSHA violations: Yes No

Please give a brief description of the violation(s); use additional paper if necessary

Any employee deaths in the last 3 years: Yes No

If yes, please give a brief description of the circumstances: _____

4. Do you have a qualified person responsible for safety within your Company: Yes No
Please describe his/her qualifications:

5. Does this person do safety inspections on all of your projects: Yes No Frequency _____

6. Do you have a written Company Safety Policy and Program and will you provide copies if requested: Yes No

7. Does your Company have a substance abuse policy: Yes No
If yes, please check which are included in the policy:

- Pre-hire/Initial Employment _____
- Cause _____
- Post Accident/Incident _____
- Random _____
- Periodic _____

8. Do you have a return to work/light duty program? Yes No
If yes, please describe:

9. Have you ever implemented 100% fall protection? Yes No
If requested can you provide us with a site-specific program addressing the fall hazards in your work? Yes No

10. Do you require documented safety meetings for your employees? Indicate which, and how often.

- Field Supervisors: _____ Yes _____ No Frequency _____
- New Hires: _____ Yes _____ No Frequency _____
- Employees: _____ Yes _____ No Frequency _____
- Subcontractors: _____ Yes _____ No Frequency _____

Exhibit “A” (Continued)

11. Does your Company provide safety training for all employees: Yes No
 If yes, please list training provided.

(Simplex Grinnell will require that at least one full time on-site person must have completed the 30 hour OSHA training)

12. Do you have home office representatives (not directly involved in the project) who will visit and audit the project for safety?
 Yes No Frequency _____

13. Does your Company set annual safety goals: Yes No
 If yes, please list the current year goals:

14. Does your Company have a program recognizing your employees for safety performance excellence: Yes No

15. Does your Company have a disciplinary program in place for safety violations Yes No

16. Does your Company review the safety management systems of your sub-subcontractors: Yes No

17. Does your Company conduct accident/incident investigations: Yes No

The undersigned warrants and represents the data provided is accurate in all respects.

Name of Company _____
 Prepared by _____
 Signature: _____
 Title: _____

Date: _____



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SIMPLEX GRINNELL
Exhibit "B"
Bidder Pre-Qualification Form
Insurance Questionnaire

Agent/ Broker:
Contact:
Phone:

A. Commercial General Liability

Insurance Carrier:

1. Policy Form Occurrence _____ Claims Made _____ Tail Coverage _____ yrs.
2. Any exclusions from Standard CGL Policy? (Y/N) _____
3. Limits:

	Current	Max Obtainable
General Aggregate	\$ _____	\$ _____
Products-Comp/Op Agg.	\$ _____	\$ _____
Personal/Adv. Injury	\$ _____	\$ _____
Each Occurrence	\$ _____	\$ _____
Fire Damage (any one fire)	\$ _____	\$ _____
Med. Exp (any one person)	\$ _____	\$ _____
4. Deductible: \$ _____

B. Excess Liability

Insurance Carrier

1. Policy Form: Umbrella (Y/N) _____
2. If no, explain form: _____

- | | Current | Max Obtainable |
|---------------------|----------|----------------|
| 3. Each Occurrence: | \$ _____ | \$ _____ |
| 4. Aggregate: | \$ _____ | \$ _____ |

Exhibit "B" (Continued)

C. Worker's Compensation and Employer's Liability

Insurance Carrier:

- 1. Limits: \$ _____
- 2. E.L. Each Accident \$ _____
- 3. E.L. Disease-Policy Limit \$ _____
- 4. E.L. Disease-Each Employee \$ _____

Bidder Pre-Qualification (Continued)

D. Automobile Liability

Insurance Carrier

	Current	Max Obtainable
1. Combined Single Limit	\$ _____	\$ _____
2. Bodily Injury (per person)	\$ _____	\$ _____
3. Bodily Injury (per accident)	\$ _____	\$ _____
4. Property Damage	\$ _____	\$ _____

E. Professional Liability Insurance

Insurance Carrier

- 1. Office Policy Limit: \$ _____ Deductible \$ _____
- 2. Project Specific Limit available \$ _____ Extended Reporting Period (tail) _____yrs.
Prior Acts: Yes _____ No _____

14. Has the firm, or any firm listed in response to questions 6,7 or 8, defaulted or been terminated on, or had its surety called upon to complete, any contract awarded within the past five years? If so, give date(s), agency(ies) owner(s), project(s), contract numbers, and describe including the result: _____
15. For all contracts within the past five years: (a) list and describe all liens or claims over \$25,000 filed against the firm and remaining undischarged or unsatisfied for more than 90 days; and (b) list and describe all liquidated damages assessed.

FINANCIAL INFORMATION

16. Complete the attached financial statement or attach a copy of the firm's most recent annual financial statement.

OTHER INFORMATION

17. Within the past five years has the firm, any affiliate, any predecessor company or entity, or any person identified in question number 6 above been the subject of any of the following: (respond to each question and describe in detail the circumstances of each affirmative answers: attach additional pages if necessary)

- | | | |
|--|----------|-----------|
| a) a judgment of conviction for any business-related conduct constituting a crime under state or federal law? | no _____ | yes _____ |
| b) a criminal investigation or indictment for any business-related conduct constituting a crime under state or federal law? | no _____ | yes _____ |
| c) a grant of immunity for any business-related conduct constituting a crime under state or federal law? | no _____ | yes _____ |
| d) a federal or state suspension or debarment? | no _____ | yes _____ |
| e) a rejection of any bid for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? | no _____ | yes _____ |
| f) a rejection of any proposed subcontract for lack of qualifications, responsibility or because of the submission of an information, non-responsive or incomplete bid? | no _____ | yes _____ |
| g) a denial or revocation of prequalification? | no _____ | yes _____ |
| h) a voluntary exclusion from bidding/contracting agreement? | no _____ | yes _____ |
| i) any administrative proceeding or civil action seeking specific performance or restitution in connection with any public works contract except any disputed work proceeding? | no _____ | yes _____ |
| j) an OSHA Citation and Notification of Penalty containing a violation classified as serious? | no _____ | yes _____ |
| k) an OSHA Citation and Notification of Penalty containing a violation classified as willful? | no _____ | yes _____ |
| l) a prevailing wage or supplement payment violation? | no _____ | yes _____ |
| m) a State Labor Law violation deemed willful? | no _____ | yes _____ |
| n) any other federal or state citations, notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of any labor law or regulation? | no _____ | yes _____ |
| o) any criminal investigation, felony indictment or conviction concerning formation or, or any business association with, an allegedly false or fraudulent women's, minority or disadvantaged business enterprise? | no _____ | yes _____ |
| p) any denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status? | no _____ | yes _____ |
| q) rejection of a low bid on a State contract for failure to meet statutory affirmative action or M/WBE requirements? | no _____ | yes _____ |
| r) a consent order with the NYS Department of Environmental Conservation or a federal, state or local government enforcement determination involving a violation of federal or state environmental laws? | no _____ | yes _____ |
| s) any bankruptcy proceeding? | no _____ | yes _____ |

FED. ID. NO.: _____

- t) any suspension or revocation of any business or professional license? no_____ yes_____
 - u) any citations, notices, violation orders, pending administrative hearings or proceedings or determinations for violations of: no_____ yes_____
 - federal, state or local health laws, rules or regulations
 - federal, state or local environmental laws, rules or regulations
 - Unemployment Insurance or Workers Compensation coverage or claim requirements
 - ERISA (Employee Retirement Income Security Act)
 - federal, state or local human rights laws
 - federal or state security laws?
 - v) withdrawal or an agreement to withdraw a bid submitted to a public owner or a request by a public owner to withdraw a bid? no_____ yes_____
- _____ None of the above

CERTIFICATION

The undersigned recognizes that this questionnaire is submitted for the express purpose of inducing Simplex Grinnell to award a contract; or approve a subcontract; acknowledges that Simplex Grinnell may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may disqualify you from bidding on future Simplex Grinnell projects.

Sworn to before me this

_____ day of _____, _____

Signature of Officer

Notary Public

Title

NOTE: Application must have a completed Subcontractor Safety Pre-qualification Form. See Exhibit "A" attached.

NOTE: Application must have a completed Subcontractors Insurance Pre-qualification Form. See Exhibit "B" attached.

SUBCONTRACTOR LABOR **PROCEDURES**

4: MANAGING SUBCONTRACTORS PROCEDURE

PURPOSE:

To define the policy and procedures for the proper managing of the subcontractor's progress and performance of services hired.

POLICY:

All subcontractors shall have completed all the required documentation and have a signed Purchase Order or Subcontract Agreement before they begin work. The project scope and responsibilities should be reviewed with the subcontractor prior to beginning work on site. Throughout the project, the district will be responsible for tracking the quality and progress of the subcontractor performance and shall approve all subcontractor invoices for payment accordingly. Subcontractors not meeting the expectations defined in the Purchase Order or Subcontract Agreement shall not be paid until all issues are resolved. Payment will be based on approved progress billings.

PROCEDURE:

Once the Purchase Order or Subcontract Agreement has been agreed to and signed, the district shall confirm that all of the required documents have been obtained from the subcontractor, which include but is not limited to, valid insurance certificates, required bonds if applicable, and schedule of values for proper billing (see EXHIBIT "I"). No subcontractor shall be working on any customer site without the required approved documentation.

Once the review process is complete, the district must supervise the subcontractor's activity throughout the project to closely monitor their progress and performance.

The district shall provide all the information and materials the subcontractor needs for a timely, quality installation and to ensure all site preparations are complete before the SimplexGrinnell Technical Representative (TR) arrives on the project. Follow the steps listed below to effectively track all projects:

Project Kick-off

- Provide subcontractors with a complete set of submittals, drawings, and any additional information required to successfully complete the installation on a timely basis.
- Schedule a kick-off site visit with the subcontractor to walk through the project and review the scope of work and quality expectations. On large projects, the district Project Engineer (PE) and TR assigned to the project should attend the kick-off meeting as well.
- Establish perimeters through which the subcontractor shall work consistent with the project requirements.
- Identify district contacts for response to project questions, equipment expediting, and overall project management.
- Review and finalize the schedule the subcontractor must perform to in order to meet the customer schedule.
- Review and approve the schedule of values descriptions provided by the subcontractor which will be used for the project billing.
- Schedule weekly progress status meetings.

SUBCONTRACTOR LABOR **PROCEDURES**

Project Scheduling

- Review the project schedule with the owner or contractor to gain acceptance. Communicate to the subcontractor for confirmation.
- Take inventory of all received equipment, whether on-site or at the district, to verify delivery of all required equipment. Notify Headquarters of any deficits in shipping quantities at time of receipt.
- Verify equipment ship dates in conjunction with the installation schedule agreed to by the subcontractor. Follow-up and expedite as necessary for schedule compliance.
- Any deviations in equipment ship dates must be identified early and communicated to the subcontractor to establish alternatives to avoid delays in the overall installation schedule.
- Any schedule deviations made by the subcontractor must be documented and reviewed with the subcontractor for potential back charge if not corrected in a timely manner.

Project Monitoring

- Conduct periodic progress visits to ensure proper installation of project requirements and document these visits via meeting minutes or progress substantiation. A written punch list of any items requiring action shall be developed and distributed to all required parties.
- Continue to review the schedule with the owner or contractor throughout the project and communicate all schedule information to the subcontractor.
- Verify work progress percentages represented by the subcontractor-billing amount in comparison to the project schedule to validate payment amounts. Adjust any over stated billing accordingly, to eliminate over payment, and document as warranted.
- Insure the subcontractor is installing and performing in strict compliance with the contract requirements. Document any deviations and have corrections or rework performed immediately.
- Monitor quality of workmanship and have corrections or rework performed immediately. Subcontractor represents SimplexGrinnell.
- Maintain all project documentation, files, daily logs, drawings, etc., through project closeout and archiving at the district office.
- Provide monthly status updates to district management, identifying any deviations to the project schedule or project requirements that could affect customer satisfaction.
- Immediately resolve any subcontractor non-performance issues consistent with SimplexGrinnell terms and conditions to minimize any impact to the customer.

Online Tracking

The SimplexGrinnell On-line System can be used to track subcontractor information for Purchase Orders or Subcontract Agreements issued, invoices received, and payments made.

SUBCONTRACTOR LABOR
PROCEDURES

Purchase Order Inquiry

To determine if a Purchase Orders or Subcontract Agreement has been issued to a subcontractor, follow the steps listed below.

MENU FOR

- 1 HELP
- 2 LOGOFF
- 3 SYSTEM MESSAGES
- 4 A/R & CREDIT MEMOS
- 5 CREDIT RETURNS
- 6 CUSTOMER MASTER
- 7 DISPATCHING & S/A'S
- 8 DISTRIB/SHIPPING
- 9 FIELD EMPLOYEE MAINT
- 10 FIELD INVENTORY
- 11 MANUFACTURING
- 12 ORDER ENTRY & INQ
- 13 ORDER PROCESSING
- 14 OUTSIDE PURCHASE
- 15 PROJECT TRACKING

ENTER SELECTION: 14

To obtain the Purchase Orders or Subcontract Agreement number for the subcontractor, access the “Outside Purchase” system from the main menu by keying the appropriate selection and pressing <ENTER>. This will display the “Outside Purchase” menu as shown on the next page.



SUBCONTRACTOR LABOR
PROCEDURES

01/24/009

SIMPLEXGRINNELL
OUTSIDE PURCHASING

COMPANY USE ONLY

- | | |
|---------------------------------|--------------------------------|
| 1 - CUSTOMER SELECTION | 2 - CUSTOMER MASTER INQUIRY |
| 3 - ORDER ENTRY | 4 - ORDER CHANGE |
| 5 - ORDER INQUIRY | 6 - ORDER PRINT |
| 7 - CHANGE ORDER PRINT | 8 - ORDER/LINE SUMMARY |
| 9 - ORDER/INVOICE SUMMARY | 10 - CUSTOMER/ORDER INQUIRY |
| 11 - VENDOR PART MAINTANANCE | 12 - VENDOR PART PRICE |
| 13 - PO HDR INQ | 18 - VENDOR PURCHASE ORDER INQ |
| 19 - PURCHASE ORDER INQ SUMMARY | 20 - VENDOR PO INVOICE INQUIRY |
| 22 - VENDOR NAME INQUIRY | 23 - UNPLACED OP LINES |
| 24 - VENDOR REQUEST | 25 - CREATE PO (INSTALLATION) |
| 26 - INVOICE STATUS UPDATE | 27 - LABOR INVOICE SUMMARY |
| 32 - ORDER PROCESSING | 34 - FIELD INVENTORY |
| 36 - MAIN MENU | |

RESPONSE: 18

ENTER DESIRED SELECTION

Key in "18" and press <ENTER> to view the "Vendor Purchase Order Inquiry" screen as shown on the next page.



SUBCONTRACTOR LABOR PROCEDURES

SIMPLEXGRINNELL
OUTSIDE PURCHASE ORDER VENDOR INQUIRY

COMPANY USE ONLY
OPG01D55

VENDOR NAME SAL ELECTRIC CO INC VENDOR NUMBER OP005734

PO NUMBER	CREATE DATE	PO STATUS	DISTRICT NO	REQUESTOR	CUSTOMER
2721087 01	12/07/98	CANCEL	ORD	RICHARD GE	US POST OFFICE-JERSE
2658308 01	10/05/98	CANCEL	ORD	ALAN GRAY	US POST OFFICE-JERSE
2655301 01	10/05/98	CANCEL	ORD	RICHARD GE	US POST OFFICE-JERSE
2595031 01	08/04/98	OPEN	OPU	ADAM ANDER	US POST OFFICE-JERSE
2270156 06	03/16/98	OPEN	OPU	ALAN GRAY	US POST OFFICE-JERSE

ALL PURCHASE ORDERS DISPLAYED

PF2=VENDOR PF3=PO HDR SUM PF4=PO HDR PF5=PO LINES PF6=INV ENT PF7=BWD PF8=FWD
PF9=INVOICE DETAIL

Tab the cursor so that it is to the right of the "Vendor Number" field. Key in the vendor number and press <ENTER>. This will display all of the purchase orders issued to the referenced subcontractor. Press the F8 key to display any additional purchase orders.

NOTE: Vendors not listed could be a result of expired insurance. It is the responsibility of the district to ensure this is kept current.

To review the particular lines of the purchase order, tab the cursor so that it is underneath the desired purchase order number and press the F5 key to display the "Outside Purchase Equipment Order/PO Line Inquiry" screen as shown on the next page.



SUBCONTRACTOR LABOR PROCEDURES

SIMPLEXGRINNELL
OUTSIDE PURCHASE EQUIPMENT ORDER/PO LINE INQUIRY

COMPANY USE ONLY
OPG01D51

VENDOR NUMBER OP005734 PURCHASE ORDER 2270156 06 STATUS OPEN
REQUESTED BY ALAN GRAY
VENDOR NAME SAL ELECTRIC CO INC CONFIRMED WITH
ORDER ORIGINATION DIRECT ORDER CLASS PRIME ON 00/00/00
START DATE 04/01/09 END DATE 09/15/09 RETAINED AMT PER CNT CHANGE NO

PO LINE	OE LINE	PART NUMBER/ PART DESCRIPTION	UNIT QTY	UM	PRICE	EXTENDED PRICE	DEL DATE
001	094	LABOR OPEN US POST OFFICE JERSEY CIT	100	EA	11546.78	1154678.00	04/07/09 ORD-9760
002	167	ADDITIONAL LABOR PRINT .	100	EA	21.00	2100.00	10/22/09 OPU-1106
003	168	ADDITIONAL LABOR PRINT .	100	EA	15.73	1573.00	10/22/09 OPU-1106

PURCHASE ORDER TOTAL 1602629.00

MORE PO LINES

PF1=UPDT PF2=ADD PF3=LNE COM PF4=PO HDR PF5=LNE CHG PF6=INV ENT PF7=BWD PF8=FWD

This screen displays all of the lines issued against the selected purchase order, along with the value of each. All are combined for the overall total of the purchase order. Press the F8 key to reveal any additional lines.



SUBCONTRACTOR LABOR PROCEDURES

COMMAND ==>

TIME: 145405

*** ViewDirect ***
VIEWING MENU

RECIPIENT ID: FPM03

VERSION: 6.1
TAPE VOLSER: LC1501

VIEW BY REPORT OR TOPIC: R (R/T)

REPORT/TOPIC ID: OPD053-R11
VERSION: _____
SECTION: _____

DISPLAY LIST OF REPORTS/TOPICS: YES (YES/NO)
DISPLAY LIST OF VERSIONS: YES (YES/NO)
DISPLAY SECTION INDEX: NO (YES/NO)

PF01=HELP PF02=PRINT PF03=END PF04=MENU PF05=RFIND PF06=MARK
PF07=UP PF08=DOWN PF09= PF10=LEFT PF11=RIGHT PF12=QUIT

Key in the report number in the cell to the right of "REPORT/TOPIC ID:" and press <ENTER> to access the listing of available reports on INFOPAC, starting with the one entered, as displayed on the screen below.

COMMAND ==>

TIME: 150722

*** REPORTS ***

OPTION REPORT ID REPORT NAME

- X OPD053-R11 DAILY - HQ UNPLACED PO LEAD -TIME 030 DAYS - OP LABOR
- _ OPD053-R13 DAILY - UNPLACED PO LEAD-TIME 030 DAYS-OP LABOR W/ 96 PRD C
- _ OPD054-R1 DAILY - HELD ORDER DETAIL BY DISTRICT
- _ OPD061-R1 DAILY - ORDER STAGING SUMMARY REPORT
- _ OPD061-R2 DAILY - ORDER STAGING SUMMARY REPORT - NOT IN STG
- _ PRE45A DAILY - FIELD EMPLOYEE LIST
- _ PRE45B DAILY - FIELD TELEPHONE DIRECTORY BY REGION
- _ PRE45C DAILY - FIELD ADDRESS LIST
- _ PRE45E DAILY - FIELD MANAGEMENT ALPHA LIST

PF01=HELP PF02=PRINT PF03=END PF04=MENU PF05=RFIND PF06=MARK
PF07=UP PF08=DOWN PF09= PF10=LEFT PF11=RIGHT PF12=QUIT

Insert a "X" to the left of the appropriate report and press <ENTER> to access the available report as shown on the next page.



SUBCONTRACTOR LABOR PROCEDURES

0727I-BEGINNING OF VERSIONS
COMMAND ==>

0732I-END OF VERSIONS
TIME: 151728

*** REPORT VERSIONS ***

REPORT: OPD053-R11 DAILY - HQ UNPLACED PO LEAD -TIME 030 DAYS - OP LABOR

OPTION	DATE	TIME	DEVICE	STATUS
-----	-----	-----	-----	-----
X	20000223	040900	DISK	AVAILABLE
_	20000219	223419	DISK	AVAILABLE

PF01=HELP PF02=PRINT PF03=END PF04=MENU PF05=RFIND PF06=MARK
PF07=UP PF08=DOWN PF09= PF10=LEFT PF11=RIGHT PF12=QUIT

Insert an "X" to the left of the appropriate report and press <ENTER> to access the report as shown on the next page.



**SUBCONTRACTOR LABOR
PROCEDURES**

RUN DATE: 02/23/10
 RUN TIME: 03.38.38
 REGION:02 MID ATLANTIC
 DISTRICT:503 BALTIMORE

SIMPLEXGRINNELL
 OUTSIDE PURCHASE SYSTEM
 HEADQUARTERS UNPLACED PURCHASE-ORDERS - LEAD-TIME 030 DAYS

COMPANY USE ONLY
 REPORT NO. OPD053-R11
 PAGE 9

ORDER- NUMBER/LINE	RESP SLSM	PROJECT NAME	COMPL DATE	PRODUCT-ID	PRODUCT DESCRIPTION	REQ DELV	SHIP DATE	QUAN	EXTENDED AMOUNT	BO DAYS	OV 30	ST CD
2917797 014	07512	UCH MASTER TIME SYST PRIMO ELECTRIC		OPBSI	INSTALLATION LABOR	020210	051510	100	34,494			
2917797 022	07512	UCH MASTER TIME SYST PRIMO		OPPRI	INSTALLATION LABOR	021810	000000	100	13,282			
3065215 011	02583	HAR SINAI FIRE ALARM		OPBSI	INSTALLATION LABOR	112909	070710	1	5,980			
3065215 012	02583	HAR SINAI FIRE ALARM GENERAL ELEVATOR		OPBSI	INSTALLATION LABOR	112909	070710	1	4,594			
3074503 015	01504	SHERATON COLUMBIA PH GPI		OPBSI	INSTALLATION LABOR	113009	070510	100	19,895			
DISTRICT TOTAL									78,245			

This report displays the orders, with line item number, that have Outside Purchase Labor PID's entered and the Purchase Order or Subcontract Agreement has not been issued. Review of this report needs to be had to ensure the issuance of the Purchase Order or Subcontract Agreement is not being delayed.

**SUBCONTRACTOR LABOR
PROCEDURES**

Approving Payments

The subcontractor shall submit all invoices in accordance to the payment terms of the Purchase Order or Subcontract agreement. A “Subcontractor Invoice Approval Form” (see EXHIBIT “J”) will be faxed to the District Manager for verification of the percentage of completion and approval of payment. The subcontractor should be treated as a partner so the approval process must be accurate and timely to maintain a long-term relationship.

Note: If the project dictates that Prevailing Wages need to be paid, the subcontractor shall provide SimplexGrinnell with Certified Payroll Records, with each invoice, confirming that the proper wages were paid in accordance to the specification requirements. **Payment will not be made until these documents are furnished.**

Payment Status

The On-line System can be used to find invoice information and payment summaries for the subcontractor. The purchase order number must be known to view invoice and payment history. To determine the payment status of the subcontractor, follow the steps listed below.

MENU FOR

- 1 HELP
- 2 LOGOFF
- 3 SYSTEM MESSAGES
- 4 A/R & CREDIT MEMOS
- 5 CREDIT RETURNS
- 6 CUSTOMER MASTER
- 7 DISPATCHING & S/A'S
- 8 DISTRIB/SHIPPING
- 9 FIELD EMPLOYEE MAINT
- 10 FIELD INVENTORY
- 11 MANUFACTURING
- 12 ORDER ENTRY & INQ
- 13 ORDER PROCESSING
- 14 OUTSIDE PURCHASE
- 15 PHYSICAL INVENTORY
- 16 PRODUCT MASTER
- 17 PROJECT TRACKING
- 18 QUOTA PERFORMANCE

ENTER SELECTION: 14

To obtain the payment status for the subcontractor, access the “Outside Purchase” system from the main menu by keying the appropriate selection and pressing <ENTER>. This will display the “Outside Purchase” menu as shown on the next page.

SUBCONTRACTOR LABOR
PROCEDURES

01/24/09

SIMPLEXGRINNELL
OUTSIDE PURCHASING

COMPANY USE ONLY

- | | |
|---------------------------------|--------------------------------|
| 1 - CUSTOMER SELECTION | 2 - CUSTOMER MASTER INQUIRY |
| 3 - ORDER ENTRY | 4 - ORDER CHANGE |
| 5 - ORDER INQUIRY | 6 - ORDER PRINT |
| 7 - CHANGE ORDER PRINT | 8 - ORDER/LINE SUMMARY |
| 9 - ORDER/INVOICE SUMMARY | 10 - CUSTOMER/ORDER INQUIRY |
| 11 - VENDOR PART MAINTANANCE | 12 - VENDOR PART PRICE |
| 13 - PO HDR INQ | 18 - VENDOR PURCHASE ORDER INQ |
| 19 - PURCHASE ORDER INQ SUMMARY | 20 - VENDOR PO INVOICE INQUIRY |
| 22 - VENDOR NAME INQUIRY | 23 - UNPLACED OP LINES |
| 24 - VENDOR REQUEST | 25 - CREATE PO (INSTALLATION) |
| 26 - INVOICE STATUS UPDATE | 27 - LABOR INVOICE SUMMARY |
| 32 - ORDER PROCESSING | 34 - FIELD INVENTORY |
| 36 - MAIN MENU | |

RESPONSE: 27

ENTER DESIRED SELECTION

Key in "27" and press <ENTER> to view the "Vendor Payment Inquiry" screen as shown on the next page.

**SUBCONTRACTOR LABOR
PROCEDURES****Subcontractor Issues and Problems**

When a subcontractor is not meeting the obligation of the Purchase Order or Subcontract Agreement, it is SimplexGrinnell's option to terminate the Purchase Order or Subcontract Agreement in accordance with the terms and conditions. When termination is necessary, it is the responsibility of the District to communicate with HQ Contract Administration for direction and proper execution. Make sure all reasons for terminating are clearly documented and concise per SimplexGrinnell General Conditions.

To assist in the documentation process, five (5) sample letters are provided later in this section as a guide for letter structuring and content. Reference the subject heading to match the circumstance.

Timing is of the essence when a reason for termination exists. Per the SimplexGrinnell General Conditions, Article 1.26, the subcontractor shall be notified at least three (3) days in advance of such terminations. Not all actions will require termination, however, all should be properly documented and furnished within the stated timeframe of the infraction or concern.

HQ Contract Administration and Legal will make final determination of termination.

Upon full evaluation of the circumstances surrounding the termination, the subcontractor shall be entitled to payment for work completed and accepted by SimplexGrinnell, subject to any claims or disputes levied by SimplexGrinnell.

Note:

Termination should be a last resort. Hiring another subcontractor to finish the work will cost SimplexGrinnell far greater dollars than originally quoted. By properly managing the subcontractor throughout the project life cycle, SimplexGrinnell should never have to exercise this right.

EXHIBIT "J"

SUBCONTRACTOR INVOICE APPROVAL FORM

**FAX MESSAGE FROM
CONTRACT ADMINISTRATION
FAX # 419-730-2922**

OF PAGES FOLLOWING COVER _____ DATE: _____

TO: _____ DISTRICT: _____

FROM: CONTRACTS ADMINISTRATION PHONE: 800-555-1212

Contract Administration has received the following invoice for subcontract labor.

SUBCONTRACTOR: _____

INVOICE #: _____

PO#: _____

To authorize or to withhold payment, please complete the section below, even if the answers is NO, and return the cover sheet only within 2 days.

PERCENT COMPLETED BY SUBCONTRACTOR _____ %

DOES THIS INVOICE ACCURATELY REFLECT THE WORK COMPLETED? Y N

IS IT OK TO PAY THIS INVOICE? Y N

IF NOT OK TO PAY, WHY NOT? _____

AMOUNT TO BE PAID \$ _____

SHOULD WE WITHHOLD RETAINAGE? Y N

NOTE: IF PROBLEMS EXIST, PLEASE NOTIFY HQ IMMEDIATELY.

DISTRICT MANAGER APPROVAL:

Signature

SAMPLE LETTER 1

**To Subcontractor
For Delays by the Subcontractor**

December 2, 2008

Short Electric Company
1234 Power Avenue
Project Site City, USA 22222

SUBJECT: NOTICE OF REQUIRED ACTIONS
PROJECT: Airport Expansion

Dear Fred:

ISSUE: Short must take required actions to correct unacceptable progress on project work.

SITUATION: SimplexGrinnell continues to experience delays on the job due to Short's lack of progress.

- Your most recent schedule (submitted with your request for payment) indicates that all work in Building 1202 should now be complete. It is incomplete and behind schedule.
- Your contract requires that you provide a full-time superintendent and properly staff the project. I can rarely find your superintendent on the job site, and your on-site labor force does not include seven (7) journeyman electricians.

REQUIREMENTS: I hereby direct you to properly staff the job and take all necessary steps to meet the schedule. Additionally, I direct you to provide a written plan explaining how Short will get back on schedule and accomplish the work. This plan must be delivered to me no later than the close of business on December 09, 2008.

All extra cost associated with this effort are Short's responsibility, and any claims for delays or interference caused by Short's late performance will be for Short's account.

All payments will be held until we have resolved this matter.

Please contact me promptly if you have any questions about this matter. My telephone numbers are (insert), and my pager/beeper number is (insert).

Very truly yours,

SIMPLEXGRINNELL

T. Bakker
Project Manager

cc: Project file; chrono
District Manager

SAMPLE LETTER 2 To Subcontractor Requesting Contract Closeout

December 15, 2008

Mr. Benson Hedges
Surground Electrical Company
9 Canal Road
River City, USA 12345

SUBJECT: REQUEST FOR CONTRACT CLOSEOUT

**PROJECT: Airport Expansion
Contract No. 111-222222**

Dear Mr. Hedges:

SimplexGrinnell has reviewed your subcontract for the project, and we have determined there are no outstanding items.

REQUEST: Please obtain executed final lien releases and waivers from your vendors and subcontractors. After we receive the releases, waivers and a proper invoice from you, your payment request will be processed in accordance with the contract.

If you have any questions about this information, please contact me. My telephone numbers are (insert), and my pager/beeper number is (insert).

Very truly yours,

SIMPLEXGRINNELL

G. Bush
Project Manager

cc: Project file; chrono
District Manager

SAMPLE LETTER 3 To Subcontractor
ACTION REQUIREMENT

January 23, 2008

Mr. George Bush
Bush Mechanical, Inc.
P. O. Box 4
Bushmills, USA 77777

SUBJECT: NOTICE OF REQUIRED ACTIONS

PROJECT: State Office Building

Dear Mr. Bush:

ISSUE: SimplexGrinnell requires that Bush Mechanical take actions to complete its project work in a timely and professional manner.

BACKGROUND: During our project meeting on December 15, 1998, you committed to the revised contract schedule distributed at the meeting. A copy of the agreed upon schedule is attached.*

SITUATION: This project is behind schedule because Bush Mechanical has not completed installation of the number four chillers. My review shows that all other work has been completed. Bush Mechanical's unsatisfactory work progress is delaying the performance of SimplexGrinnell's work. Any extra costs associated with this delay will be charged to your contract.

REQUIRED ACTIONS: By the close of business two (2) days from now, you must deliver to me a plan to complete all remaining work no later than two (2) weeks from today. Failure to provide a plan or adequately staff the job or complete the job by February 5, 1999, will be grounds for termination for default.

If you have any questions, please contact me immediately. My telephone numbers are (insert), and my pager/beeper number is (insert).

Very truly yours,

SIMPLEXGRINNELL

Ronald Reagan
Project Manager

cc: Project file, chrono
District Manager

* Editor's Note: Sample schedule not attached.

SAMPLE LETTER 4 To Subcontractor for Delays

December 25, 2008

Short Electric Company
1234 Power Avenue
Project Site City, USA 11111

SUBJECT: NOTICE OF REQUIRED MEETING

PROJECT: Airport Expansion

Dear Fred:

ISSUE: We must meet to discuss your work on the project and how you will bring it back on schedule.

BACKGROUND: SimplexGrinnell is experiencing delays on the job due to your continued lack of progress, and your performance is now causing delays to other contractors. We have been directed by our customer to add staff, work extended hours, and report our progress daily until Mr. Punctlich is satisfied with our progress.

You and I discussed this issue two weeks ago, and you made several commitments, which you assured me, would bring your work back on schedule. (A copy of the Action Item Notes from our meeting on [insert date] is attached.) You have not fulfilled those commitments, and our customer is dissatisfied with job progress.

SITUATION: We have until Friday to develop a working plan that you can perform to bring the job back on schedule within seven (7) days. If we cannot develop such a plan, I will begin procedures to terminate your contract.

All extra costs associated with this effort are your responsibility, and any claim for delay or interference caused by your performance will be for Short's account.

REQUIREMENT: I have set aside tomorrow morning, beginning at 8:00 a.m. at my office to resolve this matter with you. If you have any questions or if you cannot participate in this meeting, please contact me as soon as possible. My telephone numbers are (insert), and my pager/beeper number is (insert).

Very truly yours,

SIMPLEXGRINNELL

Mike Musselman
Project Manager

cc: Project file
Always Pay Bond Company

SAMPLE ATTACHMENT TO LETTER 4 To Subcontractor for Action

SHORT ELECTRIC COMPANY

ACTION ITEMS FROM (INSERT DATE) MEETING

Attendees: Fred Short, Mike Musselman

Short Electric Company will:

- Update the as-builts and mark rough in progress in your drawings located at the site job box and your trailer
- Hire two additional journeymen for the work in the penthouses.
- Find out why the pipe is not installed in the tunnel areas and take timely corrective action.
- By the close of business on Friday, revise your working schedule and submit to me.
- By tomorrow morning, give me a list of the areas where you cannot work because the mechanical contractor's work is not complete.
- By next Wednesday, review the last three changes issued last week and submit your price to me.
- By Friday morning, give me a list of journeymen who will work this weekend for site clearance.
- By the close of business today, provide to me a copy of your toolbox safety meeting notes and attendees listings for the last two (2) months.

Except when a specific date is listed, all ACTION ITEMS will be completed and Short Electric's project work will be on schedule within two (2) weeks, that is, on or before (insert date).

Received and Agreed

For SHORT ELECTRIC COMPANY (Signature) _____

Printed Name and Title: _____

Date: _____

cc: Project File

SAMPLE LETTER 5

**To Subcontractor
For Contract Notification Requirements**

December 15, 2008

Fred Short
Short Electric Company
1234 Power Avenue
Project Site, USA 11111

SUBJECT: CONTRACT NOTIFICATION REQUIREMENTS

PROJECT: Airport Expansion

Dear Fred:

ISSUE: We need to be sure everyone has and understands the contract notification requirements for this project.

SITUATION: This is a large project with many levels of contractors and two design firms already on site. We know this has potential for causing conflicts and delays -- and the issue of "whose contract is it" will arise in any dispute.

It is very important that we give our customer the proper notification as required under the terms of your contract.

ACTION: I enclosed an ACTION ITEM for a summary of the contract paragraphs relating to notification. Please refer to the specifications for the complete details.

Let's review your resulting summary in our next monthly meeting and discuss your thoughts to ensure our success in this effort.

If you have any questions about notification requirements, please contact me as soon as possible. My telephone numbers are (insert) and by pager/beeper number is (insert).

Very truly yours,

SIMPLEXGRINNELL

Mike Musselman
Project Manager

cc: Project File
District Manager

SAMPLE ATTACHMENT TO LETTER 5 To Subcontractor for Action

ACTION ITEM

Create a summary sheet of critical notification requirements for your work crew.

- Everyone should have this cheat-sheet so they are aware of our contractual notification requirements.
- Especially, make sure your foremen have and understand the importance of these requirements.
- Pay particular attention to the 48-hour requirements on schedule conflicts or delays by other trades (Section 00900-40, paragraph 30-05).
- Section 60, particularly
 - 60-07 Determination and extension of contract time
 - 60-08 Failure to complete on time
 - 60-09 -11, -12. -06
- Section 70-06 - Partial Payments. Note that paragraph D allows only 5% retainage after 50% of the contract value is complete.
- Section 0800 - Supplementary Provisions
 - Paragraph 1.04 - Schedule Requirements. Note dates and liquidated damages (amounts vary up to \$25K per day).
 - Paragraph 1.05 - Sequence of Work. “Full commercial use October 2007” of midfield terminal.

EXHIBIT

Project Safety Checklist

Date: _____

Part I - Project Information

Client: _____ Work Site: _____

Project Manager: _____ Project Number: _____

Part II - Personal Protective Equipment

Required Personal Protective Equipment (i.e. hard-hat, safety shoes, face shield, gloves, fall protection, etc.): _____

Part III - Job Site Specific Rules, Procedures, and Emergency Apparatus

Emergency Evacuation Procedure: Available and reviewed Not available

Hazard Communication Station (MSDS): Reviewed with client Location unknown

Client Safety Rules and Regulation Document: Reviewed with client Not available

Emergency Eyewash/Shower Stations: Reviewed with client Location unknown

Fire Control Equipment: Reviewed with client Location unknown

Emergency Apparatus: Reviewed with client Location unknown

Designated Smoking Areas: Reviewed with client Location unknown

Comments: _____

Part IV - Work Permits Required (List general procedure required and client contact)

Hot Work: _____

Confined Space Entry: _____

Roof Access: _____

Lock-out/Tag-out: _____

Equipment Access: _____

Other: _____

Comments: _____

Part V - Hazard Identification (list any known or observed hazards in the spaces provided)

Environmental Hazards (i.e. asbestos, flammable liquids, high temperature equipment, etc.):

Equipment Hazards if working with client equipment (i.e. emergency stops, pinch points, missing guards, exposed wiring):

General Work Area (i.e. trip hazards, fork-truck traffic, high noise level, obstructed means of egress):_

Part VI - Checklist Sign-off (signature indicates review of this document and acceptance of all rules, regulations, and procedures indicated; review of this document does relieve contractor responsibility for employee's safety):

SimplexGrinnell Project Manager:

Subcontractors:

Company: _____

Representative/Title: _____

Company: _____

Representative/Title: _____

Emergency Contact List

In case of emergency call:

(Name) _____

SimplexGrinnell Representative:

(Phone) _____

(Name) _____

(Beeper) _____

(Phone) _____

Other:

(Beeper) _____

(Name) _____

Back-up SimplexGrinnell Representative:

(Phone) _____

(Name) _____

(Beeper) _____

(Phone) _____

(Beeper) _____

Other:

Client Representative:

(Name) _____

(Name) _____

(Phone) _____

(Phone) _____

(Beeper) _____

(Beeper) _____

Back-up Client Representative:

§21.0 CONTRACTOR EVALUATION CHECKLIST

Document: EHS Management System Guidebook

Issuance Date: May 2009 (Latest Revision Available on Company Website)

§21.0 – Attachment 3

CONTRACTOR EVALUATION CHECKLIST

Segment:	Contract Description:	
Business Unit:	Contractor:	
Location:	Contractor Contact Name:	
Loc. Manager:	Contact Numbers:	
Contract Manager:	Evaluation Date:	
<p>It is a requirement of Tyco that all contractors wishing to bid on a company project provide evidence of their safety management program. The following checklist indicates the company's expectations. Please submit your project specific safety management plan with your bid, together with documentation to provide evidence of your ongoing safety program.</p>		
CONTRACTOR REQUIREMENT	SUPPORTING DOCUMENTS	EVALUATION
1. H&S Policy & Management Commitment <ul style="list-style-type: none"> • Demonstrates commitment to health & safety • Ensures all levels accept responsibility • Encourages co-operation of all employees • Plain English, clearly communicates message • Signed & Dated 		
2. Project Summary <ul style="list-style-type: none"> • Scope of work • Date of commencement 		
3. Duties & Responsibilities <ul style="list-style-type: none"> • Names of site management team • Duties & responsibility for: <ul style="list-style-type: none"> – on-site management – off-site management – on-site supervisor – employees – safety representative – details of disciplinary procedures 		
4. OSHA/ EPA Standards <ul style="list-style-type: none"> • Management are aware of their H&S responsibilities 		
5. Hazard Identification & Assessment <ul style="list-style-type: none"> • Hazard identification procedures in general use • Risk assessments previously carried out for the specific hazards identified for this project • Examples of risk assessments 		
6. Hazard Control <ul style="list-style-type: none"> • Control measures for common hazards • Control measures for site specific hazards 		

§21.0 CONTRACTOR EVALUATION CHECKLIST

Document: EHS Management System Guidebook

Issuance Date: May 2009 (Latest Revision Available on Company Website)

§21.0 – Attachment 3

CONTRACTOR REQUIREMENTS	SUPPORTING DOCUMENTS	EVALUATION
7. Program Review <ul style="list-style-type: none"> • Regular safety reviews • Personnel involved in the reviews 		
8. Incident Reporting & Investigation <ul style="list-style-type: none"> • Details of incidents reported (including near hits) • Incident history for last 5 years • Incident investigation procedures • Details of safety prosecutions/infringements 		
9. Emergency Procedures <ul style="list-style-type: none"> • First Aid • Emergency evacuation • Fire • Training • Other specific site emergency procedures 		
10. Safety Induction & Training <ul style="list-style-type: none"> • Safety induction • General safety training • Site-specific induction - issues to be included • Inductors • Site-specific safety training • Maintenance of induction & training records 		
11. Consultation <ul style="list-style-type: none"> • H&S committee • Toolbox meetings • Involvement with safety programs 		
12. Safety Inspections <ul style="list-style-type: none"> • Inspection frequency • Responsibilities for inspection • Record of inspections • Corrective action 		
13. Insurance Name & address of insurers for: <ul style="list-style-type: none"> • General insurance • Workers compensation • Motor vehicles • Public liability • Fire 		
14. Rehabilitation/Return to Work <ul style="list-style-type: none"> • Rehabilitation policy • Name & position of rehabilitation coordinator or return to work coordinator • Coordinator trained 		

§21.0 CONTRACTOR EVALUATION CHECKLIST

Document: EHS Management System Guidebook
 Issuance Date: May 2009 (Latest Revision Available on Company Website)

§21.0 – Attachment 3

CONTRACTOR REQUIREMENTS	SUPPORTING DOCUMENTS	EVALUATION
15. Project Safety Plan & Procedures <ul style="list-style-type: none"> • Safety plan developed specific to the project • Safe Work Procedures/work method statements include: <ul style="list-style-type: none"> – Falls of people – Personal protective equipment – Hazardous substances – Plant & equipment – Manual handling – Materials handling & storage – Noise – Housekeeping – Electrical safety – Provision of amenities – Safe access – Safeguards (barricades, etc.) – Dust – Heat – Hot work – Explosive powered tools – Others as specific 		
16. Sub-Contractors Methods for ensuring competency of sub-contractors: <ul style="list-style-type: none"> • Licenses & certificates • Safety management plan • Safety performance • Insurances 		
CONTRACTOR EVALUATION OUTCOME		
Contractor Safety Management Plan Approved: <input type="checkbox"/> YES <input type="checkbox"/> NO		
Evaluator name:	Manager's name:	
Evaluator's signature:		Manager's signature:
Position:	Date:	

SIMPLEXGRINNELL SUBCONTRACTOR AGREEMENT

This Agreement dated _____ by and between **SIMPLEXGRINNELL LP** (hereinafter called "SIMPLEXGRINNELL") having an office at _____ and _____ (hereinafter called "Subcontractor"), having an office at _____.

The Subcontractor and SimplexGrinnell agree as follows:

Definitions

The "Project" shall mean the _____ project referenced in the Prime Contract Documents.

The "Prime Contract Documents" shall mean the contract between SimplexGrinnell and its contractor or the Owner (as the case may be) in connection with the Project including, but not limited to, the plans, specifications, addenda, general conditions and supplementary conditions for the Project.

"Contractor" shall mean the Contractor or Owner (as the case may be) with whom SimplexGrinnell contracts in connection with the Project, excluding the Subcontractor.

The Work

The Subcontractor shall furnish all necessary labor, materials, tools and equipment (including safety equipment) necessary to perform all the work described below (the "Work") in connection with the Project in accordance with the terms and provisions of the Prime Contract Documents, which are expressly incorporated hereby by reference.

The Subcontractor agrees to be bound to SimplexGrinnell by the terms and provisions of said Prime Contract Documents and to assume towards SimplexGrinnell in all respects the obligations that SimplexGrinnell by said Prime Contract Documents has assumed toward its contractor in respect of said work. To the extent of any inconsistency between the terms of the Prime Contract Documents and the terms of this Subcontract, the terms of the Prime Contract Documents shall govern.

The materials to be furnished and the Work to be done by the Subcontractor shall include all labor, materials, tools and equipment (including safety equipment) necessary or required for the completion of the following:

Scope of Work:

The scope of work includes but is not limited the following items and all items reasonably necessary and incidental to the completion of the work:

The Work is to be completed strictly in accordance with the Prime Contract Documents, including but not limited to, the documents enumerated below and hereby incorporated by reference as part of this Agreement. The Work shall be executed by Subcontractor in the same manner and with the same character of materials as the work specified therein.

A. Contract between Owner and Contractor _____

B. Specifications prepared by _____

Dated _____

C. Contract between SimplexGrinnell and _____

(its contractor) dated _____

D. Drawings _____

E. Addenda

In the event of discrepancies or inconsistencies in the above-mentioned Prime Contract Documents relating to the Work to be performed herein, the Subcontractor shall be bound to perform the most stringent requirement at no extra cost to SimplexGrinnell.

Completion Date

The Work shall be substantially completed by _____ and finally completed not later than _____. TIME IS OF THE ESSENCE.

Payment

After completion of the Work in accordance with all contract requirements and to the satisfaction of SimplexGrinnell, and after SimplexGrinnell's receipt of payment from its contractor, the Subcontractor shall be paid, subject to the attached General Conditions, the sum of _____ inclusive of all federal, state and local taxes.

The attached General Conditions are expressly made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[SUBCONTRACTOR]

SIMPLEXGRINNELL LP

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

GENERAL CONDITIONS

1. Personnel and Quality of Work. Subcontractor shall furnish all the necessary personnel, with the requisite expertise, to perform the Work, and Subcontractor agrees to complete the Work in a good and workmanlike manner with all new first-class materials, and in strict compliance with all contract requirements and to secure and pay for all permits, licenses and inspections. The Subcontractor further warrants that the material will be fit for the particular purpose intended.
2. Compliance with Law. Subcontractor shall perform and provide the Work in strict conformity with all applicable laws, codes, ordinances, rules, regulations (including but not limited to OSHA Regulations), and all requirements of federal, state/provincial, county and municipal authorities. In the event of any discrepancy between the requirements of such laws or authorities at the time this Agreement is entered into and the requirements of such laws or authorities at the time the Work is performed, the latter shall govern, and Subcontractor shall perform the Work as required at no extra cost. If Subcontractor performs any Work contrary to such laws, codes, ordinances, rules, regulations or requirements, it shall bear all costs arising or resulting therefrom and shall indemnify, defend and hold SimplexGrinnell harmless for any expenses incurred by SimplexGrinnell as a result (direct or indirect) of such Work.
3. Warranty/Guarantee. Without limitation of any guarantees or warranties provided by law, Subcontractor guarantees the Work against defects in material and workmanship and guarantees the Work is fit for the particular purpose intended for a period of one (1) year from the date of final acceptance of the entire, completed Work by Owner, or such longer period as required by the Prime Contract Documents or applicable law. Subcontractor shall promptly correct any defects in materials or workmanship that appear during the period of any guarantee without cost to SimplexGrinnell and shall further, at Subcontractor's sole expense, correct any further damage to SimplexGrinnell which arises out of such defects or the correction thereof.
4. Delay. If SimplexGrinnell is caused damage (including but not limited to, assessment of liquidated damages against SimplexGrinnell) due to delays caused by Subcontractor, Subcontractor shall immediately indemnify SimplexGrinnell for any such damage, including all costs and attorney's fees. If Subcontractor is delayed in the commencement, prosecution or completion of the Work due to the acts, omissions, neglect or default of SimplexGrinnell, its entitlement to any time extension shall be subject to the provisions of the Prime Contract Documents and the other terms of this Agreement. Unless Subcontractor notifies SimplexGrinnell of any such delay and the causes therefore within twenty-four (24) hours after the delay commences, Subcontractor shall be deemed to have waived the right to seek an extension of time. The Subcontractor shall not be entitled to any damage or compensation for any such delays except to the extent that SimplexGrinnell receives damages or compensation from its Contractor in respect of such delays.

5. Payment. SimplexGrinnell's receipt of payment from its Contractor is a condition precedent to SimplexGrinnell's payment to Subcontractor. Payments to the Subcontractor by SimplexGrinnell after SimplexGrinnell first receives payment shall be made as follows:
 - I. Lump sum less 10% retention within thirty (30) days after completion of the Work, receipt of a properly submitted progress statement in triplicate, in form and content satisfactory to SimplexGrinnell, and receipt of payment by SimplexGrinnell from Contractor.
 - II. Estimates, invoices in triplicate, in form and content satisfactory to SimplexGrinnell, shall be presented as the Work progresses and payment of a like amount as that allowed to SimplexGrinnell by its Contractor for work done under this Subcontract will be made within thirty (30) days after payment is received by SimplexGrinnell from Contractor in accordance with SimplexGrinnell's contract with its Contractor, except that in making such partial payments there shall be retained by SimplexGrinnell 10% of the estimated amount.
 - III. Retention will be paid forty-five (45) days after final completion and acceptance of the Work by the Owner and payment for same has been received by SimplexGrinnell.

Payments by SimplexGrinnell shall not in any case be deemed acceptance of the Work or be deemed a waiver of Subcontractor's agreements and obligations under this Agreement and in any event payment to Subcontractor will only occur after SimplexGrinnell first receives payment from its Contractor. Prior to being due any payment, Subcontractor is required to submit insurance certificates evidencing the required insurance coverages, bond evidence (if bonds required), and applicable lien waivers from Subcontractor and all of its subcontractors and suppliers.

6. Changes Any changes in the Scope of Work hereunder, including any substitutions or additions to labor or materials, must be approved in writing by the issuance of a change order executed by both parties prior to initiation of extra work. Subcontractor shall not be entitled to payment for any additional work, materials, equipment or the like outside of the original scope of work ("extra work"), unless it has received a written change order executed by SimplexGrinnell, which document shall be labeled specifically as a change order in the approved format for change orders on the Project. In the event of dispute as to whether work is truly extra work or a dispute as to the pricing for such extra work, SimplexGrinnell may direct subcontractor to proceed with such work, and Subcontractor shall so proceed without delay. SimplexGrinnell shall not be required to pay Subcontractor for extra work unless and until SimplexGrinnell is first paid by its Contractor for such extra work, payment from its Contractor being a condition precedent to payment to subcontractor. SimplexGrinnell may also reduce the original scope of Work and the subcontract price by issuing a deductive change order, deleting certain Work from such original scope.
7. Claims. Subject to the shorter requirements set forth in the section on Delay, written notice of a claim by Subcontractor for an increase to the subcontract price or other claim must be given within seven (7) calendar days after the occurrence giving rise to the claim (or within

three (3) calendar days before the end of the notice period required in the Prime Contract Documents, whichever is shorter). Subcontractor must also furnish to SimplexGrinnell a written itemization of the costs supporting the claim within thirty (30) days after the notice of claim.

8. Liens. Subcontractor waives all rights to file any lien or claim against the Project property and shall promptly discharge, by bond or otherwise, any claim or lien filed against the Project property by any subcontractor or supplier of Subcontractor (of any tier), except where due to SimplexGrinnell's failure to pay as required by the contract terms. If Subcontractor fails to discharge any such lien or claim, SimplexGrinnell may discharge such lien or claim and backcharge Subcontractor for all cost and expense incurred by SimplexGrinnell in discharging such lien or claim.
9. Indemnity. Subcontractor agrees to indemnify and hold SimplexGrinnell harmless from any and all damage, loss or expense of any nature whatsoever arising from, out of or on account of any acts or omissions of Subcontractor or its agents, employees, sub-contractors, or vendors relating in any way to the Work. Subcontractor shall, at its own expense, defend SimplexGrinnell against all claims, suits and actions arising from said acts or omissions or any allegations of same. Except as may otherwise be provided by applicable law, such rights to indemnification shall obtain regardless of whether any act, omission, misconduct, negligence or default (other than gross negligence or willful misconduct) of SimplexGrinnell or any of its officers, employees or agents contributed or may be alleged to have contributed in any way thereto. In claims against any person or entity indemnified hereunder by an employee of the Subcontractor, the Subcontractor's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation hereunder shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's subcontractors under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
10. Bonds. If requested by SimplexGrinnell, Subcontractor shall furnish separate bonds covering the faithful performance of the Subcontractor (performance bond) and the payment of all obligations arising under it (payment bond) in such form and with such sureties as are acceptable to SimplexGrinnell. The amount of such bonds will be 100% of the subcontract price as adjusted from time to time by any change orders which may be issued. Where such bonds are requested by SimplexGrinnell, the premium cost for such bonds shall be included in the subcontract price.
11. Insurance Requirements. Attachment A contains the Insurance Requirements and is expressly made a part of this Agreement.
12. Hazardous Substances. If Subcontractor encounters material on the site reasonably believed to be a Hazardous Substance, it shall immediately cease work in the affected area and immediately notify SimplexGrinnell in writing of such condition.
13. Termination For Convenience. SimplexGrinnell may terminate the Agreement, without cause, effective upon written notice to Subcontractor, without payment of premium or

penalty. In the event of termination without cause, Subcontractor shall receive as full payment the cost of all Work approved by Owner and performed up to the date of such termination, less the amounts previously paid.

14. Termination For Cause. SimplexGrinnell may immediately terminate this contract for cause if (1) at any time there shall be filed by or against Subcontractor in any court a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Subcontractor's property and within thirty (30) days thereafter Subcontractor fails to secure a discharge thereof, or (2) Subcontractor makes an assignment for the benefit of creditors or petitions for or enters into an arrangement, or (3) Subcontractor fails to prosecute the work properly, or (4) Subcontractor fails to perform any other covenant of this Agreement. In such event SimplexGrinnell may enter and take possession, for the purpose of completing the Work contemplated under this Subcontract, of all materials, equipment, tools and appliances used or contemplated for use in connection with the Work and employ any other company, person or persons to finish the Work and to provide the materials therefore. Subcontractor shall receive no payment until the work has been completed. If the unpaid balance of the subcontract sum exceeds the cost of finishing the Work including 15% for SimplexGrinnell supervision and overhead, such excess shall be paid to Subcontractor. If such costs exceed such unpaid balance, Subcontractor shall pay the difference to SimplexGrinnell. If it is determined by a court of competent jurisdiction that SimplexGrinnell did not have grounds to terminate the Agreement for cause, the termination shall be treated as a Termination For Convenience.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction referenced in the Prime Contract Documents or, if none is so referenced, the laws of the place where the Project is located.
16. Assignment; Successors and Assigns. Subcontractor may not assign or subcontract this Agreement without the prior written consent of SimplexGrinnell. Any subcontracting or assignment of this Agreement without SimplexGrinnell's prior written consent shall be a material breach of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
17. Dispute Resolution. Unless waived in writing by both parties, before filing suit in connection with any dispute relating to this Agreement, the parties shall be required to participate in a non-binding mediation presided over by a third-party mediator, each party to pay its own share of costs and expenses of mediation.
18. Entire Agreement. This Agreement, its attachments and the documents incorporated herein by reference represent the entire and integrated agreement between the Subcontractor and SimplexGrinnell and supersede all prior agreements, negotiations, or representations, including but not limited to Subcontractor's proposal.

ATTACHMENT A

SUBCONTRACTOR INSURANCE REQUIREMENTS

1. Until the Notice of Acceptance is issued by SimplexGrinnell and for a three (3) year period thereafter, the Subcontractor shall maintain, at its sole expense, the following types of insurance relating to the work issued by companies acceptable to SimplexGrinnell. When project requirements in the prime contract document exceed these minimum coverages and limits, Subcontractor shall comply with such higher, more stringent requirements.

TYPE	LIMITS
Commercial General/Comprehensive Liability	

Bodily Injury

\$1,000,000 each occurrence,
\$2,000,000 aggregate

Property Damage:

\$500,000 each occurrence or a Combined Single Limit (CSL) of
\$2,000,000 Bodily Injury and Property Damage

The policy must include:

1. Premises – Operations Liability coverage.
2. Products/Completed Operations coverage.
3. Contractual Liability coverage.
4. Independent Contractors coverage.
5. Broad Form Property Damage coverage.
6. Personal Injury Liability coverage.
7. If any Work is to be performed below the surface of the ground, coverage must be extended to include protection against property damage caused by explosion (including blasting), collapse of structures, and damage to underground pipes and utilities (This is known as “XCU” coverage).

Professional Liability (Errors & Omissions)

\$1,000,000 aggregate is required for all engineering/design/certification Work.

Automobile Liability

1. Bodily Injury (BI)
 - \$500,000 per person
 - \$1,000,000 per accident

2. Property Damage (PD)
\$250,000 per accident or
Combined Single Limit (CSL) of \$1,000,000 Bodily Injury and Property
Damage
3. The policy must include coverage for Any Autos, Hired Autos and Non-Owned
Autos.

Worker's Compensation and Employers' Liability

1. Worker's Compensation Insurance – Statutory State Requirements.
2. Employers' Liability Insurance - \$750,000

Medical and Disability Benefits

Required for Sole Proprietors and Partners

Copy of Policy

Business Personal Property

Required if SimplexGrinnell materials
are stored in Subcontractor's
warehouse or place of business.

Umbrella (Excess Liability)

As necessary to meet the limits
in this section or Project
requirements,
whichever is higher.

Certificate of Insurance and Cancellation

Certificates of Insurance showing evidence of coverage as called for herein and naming SimplexGrinnell as an additional insured shall be provided to SimplexGrinnell prior to commencement of construction. These certificates shall note that coverage afforded under the policies shall not be canceled or materially altered until at least thirty (30) days after written notice is given to SimplexGrinnell.

Subcontractor assumes full responsibility for all loss or damage from any cause whatsoever to any tools owned by its employees and/or Subcontractor, any tools, machinery, equipment or other motor vehicles owned or rented by Subcontractor, its agents, subcontractors, material-men or their employees; and any other damages caused through their own negligence.

Additional Insured/Subrogation Waiver

SimplexGrinnell shall be an additional insured on all policies referenced in this attachment, except for Worker's Compensation, and SimplexGrinnell shall be granted a waiver of subrogation on all insurance policies, including Worker's Compensation.

Occurrence Basis

All coverage shall be on an occurrence basis (with the sole exception of professional liability coverage which may be on a claims made basis).

SUBCONTRACTOR LABOR PROCEDURES

3: SUBCONTRACTOR PURCHASE ORDER ISSUANCE PROCEDURE

PURPOSE:

To define the policy and procedures for the formal issuance of a purchase order or subcontract agreement to a subcontractor.

POLICY:

All subcontractors shall be issued a formal purchase order or subcontract agreement prior to commencing any work on behalf of SimplexGrinnell. Said purchase order or subcontract agreement shall only be issued through Contract Administration at Headquarters. No work shall occur without a written purchase order or change order.

PROCEDURE:

To limit SimplexGrinnell's risk associated with hiring a subcontractor to install our equipment or service our equipment, all subcontractors will be issued a formal purchase order or subcontract agreement prior to performing any work at the customer's facility.

The formal purchase order constitutes the written agreement between SimplexGrinnell and the subcontractor with regard to the scope of work and the terms and conditions by which SimplexGrinnell expects the subcontractor to work.

Contract Administration will issue a purchase order (see EXHIBIT "E"), for quotations of \$4,999 or less, and a subcontract agreement (see EXHIBIT "F") for quotations of \$5,000 or greater.

Note:

1. No Letter of Intent shall be issued by a district for subcontractor labor without the involvement of Contract Administration.
2. All subcontractors must be established vendors and in "Approved Subcontractor" status on the Online System prior to issuance of any Purchase Order or Subcontract Agreement.

To satisfy Order Processing requirements, and to ensure prompt issuance of a Purchase Order or Subcontract Agreement, the district must enter the labor value on an order with the correct product ID (PID), Customer Request Date, and pricing supported by a written quotation from the subcontractor.

Note:

1. The labor PID's relate to the "class" of the order entered. For Prime (PR) and Construction Management (CM) orders, the PID is "OPPRI". For Small Contract (SC) orders, the PID is "OPBSI" and for Installation (IN) orders, the PID is 9600-0103.
2. All labor quotes received by the district must be reviewed to make sure that the scope of work is consistent with what was requested in the bid stage and conform to the project requirements.

With the Order Processing requirements met, a requisition is generated to Contract Administration 30 days prior to the "Customer Request Date" advising to prepare and issue a formal Purchase Order or Subcontract Agreement to the subcontractor. Contract Administration will submit a "Scope of Work Questionnaire", (see EXHIBIT "G") to the district for completion for any quotation \$5,000 or greater. After this information is confirmed with the subcontractor, it becomes the basis of the written Purchase Order or Subcontract Agreement that is issued to the subcontractor.

SUBCONTRACTOR LABOR PROCEDURES

The written Purchase Order or Subcontract Agreement then becomes the authorization for the subcontractor to commence work and outlines the work to be performed in accordance with the terms and conditions contained within the document. **For subcontract agreements \$10,000 or greater, a signed acknowledgement from the subcontractor must be received prior to the subcontract agreement being countersigned by SimplexGrinnell.**

Should it become necessary to issue a change order to a Purchase Order or Subcontract Agreement, a new line item must be added to the original labor order utilizing the same PID. In the comment section of the new line, identify the subcontractor by vendor name and number and add the note; “add to original P.O.#...”. This will allow tracking of all changes to the subcontractor’s Purchase Order or Subcontract Agreement.

Payment Terms:

SimplexGrinnell has two payment options to provide to a subcontractor and the option selected should coincide with how SimplexGrinnell expects to be paid.

Option 1 is to pay the subcontractor within 30 days of receipt of a correct and approved invoice. This is typically used on smaller projects where the installation is expected to complete within 60 days.

Option 2 is to pay the subcontractor within 7 days after SimplexGrinnell has been paid for the corresponding work. Customers will hold payment from SimplexGrinnell if it is felt that the pay request exceeds the amount of work actually complete which usually relates to an over billing by the subcontractor. This payment option guaranties accurate invoicing from the subcontractor.

As stated in SimplexGrinnell’ invoicing instructions (see EXHIBIT “H”), it is imperative that the subcontractor include the SimplexGrinnell Purchase Order or Subcontract Agreement number on each invoice submitted. Without this identifying number, the invoice will be returned to the subcontractor, thus, delaying payment.

The district should review the payment options with HQ Contract Administration to guarantee the correct payment terms are attached to the subcontractor’s written Purchase Order or Subcontract Agreement.

Bonding Requirements:

For all subcontracted work that is \$50,000 or greater, SimplexGrinnell requires that the subcontractor provide a Performance Bond - and a Labor and Material Payment Bonds for the work being subcontracted. This is SimplexGrinnell’ guarantee that the subcontractor will perform the work contracted to do and that all labor hired and material purchased in conjunction with the contracted work, will be paid for by the subcontractor. Prior to any payment being made, HQ Contract Administration must receive all required bonds.

Insurance Requirements:

All subcontractors must carry appropriate insurance that comply with either SimplexGrinnell’ requirements or the project requirements, which ever is greater. Prior to manning the job, the subcontractor must provide an accurate and approved Certificate of Insurance to HQ Contract Administration with coverage as described in the Purchase Order or Subcontract Agreement. Reference EXHIBIT “B” for all requirements.

EXHIBIT "F"

SUBCONTRACTOR AGREEMENT

BETWEEN

PAGE 1 of 1

SUBCONTRACTOR

PAL Electric Co., Inc.
11409 Chronhill Road, Suite N
Owings Mills, MD 21117

CONTRACTOR

SimplexGrinnell
50 Technology Drive
Westminster, MA 01441

MAIL INVOICES TO THE ABOVE ADDRESS
ATTN: ACCOUNTS PAYABLE.
DIRECT ALL INQUIRIES TO
OUR LOCAL DISTRICT OFFICE.

VENDOR #OP015107

ORDER NO. 304953701

DATE: 11/30/09

REQUESTOR:

ACCOUNT:

PROJECT SITE:

BR #: 503

PRIM

Rotunda

1. The subcontract documents consist of this Subcontract Agreement and the following:
 - a. SimplexGrinnell General Conditions, seven (7) pages, which will take precedence and govern over terms contained in subcontractors proposal.
 - Start date: 11/15/09
 - Complete Date: 01/30/10
 - b. Invoicing Instructions, one (1) page.
 - c. Subcontractors Proposal dated 10/29/09, one (1) page.
 - d. Application and Certificate for Payment, three (3) pages.
 - e. Supplement "C", one (1) page.
2. Subcontractor shall furnish all labor and material and perform all work necessary to install fire alarm equipment, including but not limited to:
 - a. All necessary wire, junction and/or back boxes and accessory hardware.
 - b. Equipment as furnished by SimplexGrinnell.
 - c. Assist SimplexGrinnell with testing as required.
 - e. Accurate as-built information
3. Subcontractor shall perform all work required by this Agreement for the Firm Fixed Price of \$ 100,000.00, and this Agreement shall not be revised unless by change notice. The price shown includes all applicable costs for taxes, permits and insurance requirements.
4. SPECIAL CONDITIONS:
 - a. Within ten (10) days from the date of this order, furnish 100% Performance Bond and 100% Payment Bond to SimplexGrinnell , 50 Technology Drive, Westminster, MA 01441 - attention Contract Administration.

NO PAYMENTS WILL BE MADE UNDER THIS ORDER UNTIL ALL ACCEPTABLE BONDS - DOCUMENTATION - HAVE BEEN RECEIVED.

SIMPLEXGRINNELL GENERAL CONDITIONS

1.01 GENERAL:

This document supplies the general conditions between SimplexGrinnell LP, hereinafter called "SimplexGrinnell", and the Subcontractor, hereinafter called the "Contractor", for the subject project.

In the context of these general conditions, the term "Work" is defined as the entire effort described in the Contract documents, including Work which is reasonably required to produce a finished project, whether or not all details are specifically described or shown in the drawings or specifications.

1.02 SCOPE:

A. General: The Contractor shall incorporate all mechanical, structural and finish Work inside and out as called for in the project plans and specifications to furnish a complete and operable system. This shall include all labor and material, transportation, apparatus, scaffolding, tools, fuel, energy, light, etc., whether or not specifically called for in the plans and specifications.

B. Mechanical Work: The Contractor shall include all new Work and all modifications to existing Work to furnish a complete and functioning system. All pipes, conduits, ducts, wire, etc., not being reused or reconnected shall be properly removed, closed-up or studded off as applicable.

C. Storage: The Contractor shall provide on-site, weather-protected storage space approved by the architect or owner, for new material delivered to the job site (i.e. trailers, temporary sheds or other approved means). The Contractor shall be responsible for materials stored at the site prior to installation.

1.03 WORKMANSHIP:

A. Intent: A complete system and everything properly incidental thereto in the Contract Documents shall be furnished, and details of installation must be in strict conformance with the specifications and drawings and of good Workmanship and quality. What may be called for in the plans and not in the specifications or vice versa shall be binding in either case as if the same has been called for in both. The failure to show details shall not warrant the omission of anything necessary for the proper completion of the Work. Unless otherwise specified, each Contractor shall supply all labor and material, transportation, apparatus, fuel, energy, light scaffolding, tools, etc., necessary for the entire proper and substantial completion of this Work, and shall install, maintain and protect the same.

B. Quality: Workmanship shall be in strict conformance with the specifications and drawings and of good Workmanship and quality. All installations and applications shall conform to manufacturer's specifications.

C. Installation Methods and Materials:

1. Wire and Cable: Wire and Cable shall be a type listed for its intended use by an approval agency acceptable to the Authority Having Jurisdiction (AHJ) and shall be installed in accordance with the appropriate articles from the current approved edition of the National Electrical Code (NEC) (NFPA 70). Special attention is to be paid to the classification of circuits (i.e. power limited vs. non-power limited) and to the particular electrical characteristics of the cable and wire for its circuit application.

2. Contractor Responsibility: It is Contractor's responsibility to obtain from SimplexGrinnell written instructions regarding the appropriate wire/cable to be used for this installation. No deviation from the written instruction shall be made by Contractor without the prior written approval of SimplexGrinnell. If Contractor installs wire/cable not in accordance with the above requirements, then Contractor shall be responsible for all resulting damages and consequences including, but not limited to, replacement of the improper wire/cable at no cost to SimplexGrinnell.

When project specifications allow reuse of any or all existing wire, cable and/or conduit systems, it shall be the Contractor's responsibility to ensure that these items meet all requirements of the aforementioned conditions.

In the event of a conflict between the project specifications and the SimplexGrinnell installation material requirements, it shall be the Contractor's responsibility to immediately advise SimplexGrinnell in writing of this discrepancy. SimplexGrinnell shall provide the Contractor with a timely written response.

1.04 CONTRACT DOCUMENTS:

A. The Contract Documents consist of the Purchase Order, these General Conditions, any Supplemental Conditions, the drawings and specifications, including all addenda and alterations made in the documents prior to their execution, the prime Contract between SimplexGrinnell and its customer, and any other document specifically incorporated by reference. Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all. In case of discrepancies between the Contract Documents, the Purchase Order and these SimplexGrinnell General Conditions shall take precedence over all other documents, specifications shall take precedence over drawings, and large scale details shall take precedence over small scale details and drawings. In the absence of dimensions, consult SimplexGrinnell; do not scale drawings. Any discrepancies between the

Contract Documents shall be called to the attention of SimplexGrinnell before bids are submitted and before proceeding with the Work. The failure of SimplexGrinnell to require strict conformance with any Contract requirement shall not constitute a waiver of the particular requirement or any other Contract requirement.

B. If required by SimplexGrinnell, and prior to the commencement of any Work, the Contractor shall prepare and submit to SimplexGrinnell for review complete plans and specifications detailing the Work and materials to be supplied hereunder. SimplexGrinnell shall review such plans and specifications and make comments in writing. The Contractor shall obtain any and all necessary governmental approvals of such plans and specifications prior to the commencement of any Work hereunder. Copies of all permits shall be provided to SimplexGrinnell.

1.05 CONTRACTOR RESPONSIBILITIES:

A. Contractor agrees that all Work shall be performed in strict accordance with the project schedule and all modifications thereto. Contractor agrees to furnish SimplexGrinnell, on demand, all information necessary for SimplexGrinnell to develop and update the project schedule, including, but not limited to, information relating to purchase orders and delivery schedules for Contractor's materials.

B. Time is of the essence in the performance of this Contract. Contractor fully understands the contractual commitment to proceed with diligence and to supply a sufficient quantity of skilled labor and equipment to maintain the project schedule provided by SimplexGrinnell. If in SimplexGrinnell's opinion a sufficient Work force is not provided, the Contractor shall Work on premium time, at Contractor's own expense, to such extent as is necessary to maintain the project schedule provided by SimplexGrinnell.

C. If Contractor is not proceeding with diligence and in such a manner as to satisfactorily complete the Work within the project schedule, SimplexGrinnell may invoke the Takeover provisions of Article 1.17 of this Contract.

D. If, as a result of flood, fire, earthquake, Act of God, war strikes, picketing, boycott, lockouts or any other cause beyond SimplexGrinnell's reasonable control, SimplexGrinnell determines to postpone prosecution of the Work, the Contractor shall, upon receipt of written notice from SimplexGrinnell immediately discontinue further Work until such time as SimplexGrinnell advises the Contractor to resume the Work, which the Contractor shall promptly do upon receipt of written notice from SimplexGrinnell. The Contractor hereby releases and discharges SimplexGrinnell from any liability for damages or expenses which may be caused to or sustained by the Contract or by reason of such cessation of Work. SimplexGrinnell shall be under no obligation to protect the Contractor's Work, materials, tools, equipment or facilities. The Contractor shall bear all risks of loss or damage thereto, by whatever cause inflicted, until the Work is accepted by SimplexGrinnell.

E. Should the project or Contract documents stipulate compliance with Prevailing Wage requirements, it shall be the Contractor's responsibility to comply with and to furnish SimplexGrinnell certified payroll reports substantiating proper wages paid.

1.06 EXAMINATION OF SITE AND DOCUMENTS:

The Contractor, before submitting his proposal, shall visit the site and examine for himself all conditions and limitations which affect the Contract. He shall carefully examine all Contract Documents. Titles and subdivisions in these documents are for convenience and are not a part of the Contract, and no real or alleged errors in arrangement of matter shall be reason for omission or duplication by any Contractor.

1.07 BUILDING PERMITS, FEES AND INSPECTION:

The Contractor shall provide all permits, and arrange all required inspections and approvals as required by all governing building, fire and health departments, necessary for occupancy and final operation of the facility, except that SimplexGrinnell shall be responsible for requesting all approvals from the Authority Having Jurisdiction.

1.08 CODES AND REGULATIONS:

A. The Contractor shall install all Work in strict accordance with all governing codes and regulations at no additional cost to SimplexGrinnell. The Contractor shall comply with all federal, state, municipal, and local laws, codes, regulations, and ordinances applicable to the Work to be performed hereunder, including, but not limited to, the National Electrical Code and regulations regarding occupational health and safety. Furthermore, the Contractor and its employees shall be subject to all safety rules promulgated by SimplexGrinnell, and the Contractor shall be responsible for the acts or omissions of its employees, or of any other entity within its control, in this regard. The Contractor shall indemnify and hold SimplexGrinnell harmless against all fines, prosecution, or other damage suffered if SimplexGrinnell is cited for a violation of any law, rule, or regulation where the condition or practice giving rise to such action against SimplexGrinnell is caused by or under the control of the Contractor.

B. The Contractor shall not proceed with any Work not in conformance with all governing codes and regulations including, but not limited to, applicable safety rules.

1.09 SUBSTITUTION OF MATERIALS AND "OR EQUAL":

Substitute Sheet: If in the opinion of the Contractor a substitute material or method is advisable involving an add or subtract to the cost, he may list same on a substitute sheet stating the amount of add or subtract. This may be enclosed with the bid. No substitution shall be made without approval, in writing, from SimplexGrinnell.

1.10 CHANGES IN SCOPE OF WORK:

A. Any time before completion and final acceptance of the Work, SimplexGrinnell may, by written order, direct the Contractor to make any additions, deletions, changes, or alterations in the Work, provided however, that no such revisions shall be made, and no payment therefore shall be made, unless the same is directed by SimplexGrinnell through the issuance of a written change order before the commencement of the changed Work. The change order shall fully set forth changes, if any, to be made in the scope of Work, the Contract price and the time for completion.

B. Should Contractor install or construct work, which constitutes a change from the scope of Work, without written authorization from SimplexGrinnell, Contractor shall, if requested by SimplexGrinnell, remove such changed Work and install the Work in accordance with the Contract documents at Contractor's sole cost and expense. Contractor shall also be responsible for all costs and damages caused by any delay.

C. No payment shall be due Contractor for changed Work until SimplexGrinnell has received payment for the changed Work from the project owner.

1.11 BONDS:

The Contractor shall furnish to SimplexGrinnell 100% performance and 100% payment bonds before the commencement of Work. These bonds shall be on a form in conformance with Standard AIA Subcontractor's Performance and Payment Bonds. The cost of these bonds is included in the Contract price. No payment will be made to Contractor prior to SimplexGrinnell's receipt of the required bonds.

1.12 TAXES:

The Contractor shall include all local and state taxes for labor and materials as quoted on his bid proposal.

1.13 PAYMENT:

A. SimplexGrinnell shall make monthly payments in arrears on account of the Contract Price. Each monthly payment shall be made within seven (7) days of receipt by SimplexGrinnell of payment from its client and (i) the Contractors Pay Estimate Form and (ii) Lien Waivers as hereinafter provided.

The amount of each monthly payment shall be (i) that percentage of the Contract Price which is equal to the percentage of the Work which was performed in the month prior as verified by the Contractor Pay Estimate Form attached, (ii) less 10%, or the maximum retention allowed by law, whichever is less.

B. Together with each request for a progress payment, as well as the request for final payment, the Contractor shall furnish SimplexGrinnell with Lien Waivers covering the Work and materials pertaining to such request.

By acceptance of any and all payments received by him, the Contractor agrees to indemnify and save harmless SimplexGrinnell and its subsidiaries from all claims made by Subcontractors, laborers, Workmen, mechanics, material-men and furnishers of machinery, equipment, power tools and all other supplies utilized in the Work and of the performance for which the Contractor is being paid hereunder.

C. Progress payments may be withheld on account of (i) defective Work, (ii) liens or claims filed, (iii) failure of Contractor to make timely payments to subcontractors, sub-subcontractors or to others for labor, materials or equipment furnished, (iv) damage to another Contractor, or (v) unsatisfactory prosecution of the Work by Contractor, or (vi) failure of SimplexGrinnell's client to make payment to SimplexGrinnell.

D. No payment shall be due the Contractor until the Contractor has provided:

(i) Insurance certificates to SimplexGrinnell as proof of the required insurance coverage in accordance with Article 1.14.

(ii) Acceptable Performance and Payment Bonds in accordance with Article 1.11.

(iii) Acceptable Schedule of Values and Construction Schedule.

(iv) Certified Payroll Reports in accordance with the project requirements.

(v) Lien waivers in accordance with subsection B, above.

E. No final payment shall be due the Contractor until:

(i) The Contractor has provided "as-built" drawings, acceptable to SimplexGrinnell, its client, the Owner, and all governmental bodies and agencies having jurisdiction, in accordance with Article 1.23.

(ii) The Contractor has assigned or otherwise made available for the benefit of SimplexGrinnell, all warranties and guarantees in favor of the Contractor which cover any of the Work, materials, supplies, or equipment furnished pursuant to the Contract.

(iii) The Contractor has provided final Lien Waivers covering all of the Work.

(iv) The Contractor has completed all Work, including all change order Work, in accordance with the Contract documents and all Work has been accepted by SimplexGrinnell.

(v) SimplexGrinnell has received its final payment.

F. The Contractor agrees that moneys received for the performance of this Contract shall be used for labor, material and equipment entering into the Work and said moneys shall not be diverted to satisfy obligations of the Contractor on other Contracts.

G. No payment made under this Contract shall be conclusive evidence of the performance of this Contract by the Contractor either wholly or in part and no payment including final payment shall be construed to be an acceptance by SimplexGrinnell of defective or unsatisfactory Workmanship, materials and/or equipment.

H. To the fullest extent permitted by law, The Contractor hereby agrees to indemnify and hold harmless SimplexGrinnell from any cost, charge, or claim incurred because of any lien placed on the project by Contractor, any of Contractor's Subcontractor's, sub-tier Subcontractors or suppliers. Contractor shall be responsible for and pay all costs necessary to remove such liens. This provision 1.13 H shall survive termination, completion of this Contract or final payment.

1.14 INSURANCE:

Until the Notice of Acceptance is issued by SimplexGrinnell, the Contractor shall maintain, at its expense, the following types of insurance issued by companies acceptable to SimplexGrinnell covering the Work.

A. COMMERCIAL GENERAL/COMPREHENSIVE LIABILITY POLICY

Bodily Injury:

\$500,000 each occurrence,
\$1,000,000 aggregate

Property Damage:

\$250,000 each occurrence or a Combined Single Limit (CSL) of \$1,000,000 Bodily Injury and Property Damage.

The policy must include:

- 1.) Premises-Operations Liability coverage.
- 2.) Products/Completed Operations coverage.
- 3.) Contractual Liability coverage.
- 4.) Independent Contractors coverage.
- 5.) Broad Form Property Damage coverage.
- 6.) Personal Injury Liability coverage.
- 7.) All coverage must be on an Occurrence basis. Claims Made coverage will not be acceptable.
- 8.) If any Work is to be performed below the surface of the ground, coverage must be extended to include protection against property damage caused by explosion (including blasting), collapse of structures, and damage to underground pipes and utilities. (This is known as "XCU" coverage)

B. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

\$1,000,000 aggregate is required for all engineering/design/certification Work.

C. AUTOMOBILE LIABILITY POLICY

Bodily Injury: \$500,000 per person, \$1,000,000 per accident.

Property Damage: \$250,000 per accident or a Combined Single Limit (CSL) of \$1,000,000 Bodily Injury and Property Damage.

The policy must include coverage for Any Autos, Hired Autos and Non-Owned Autos.

D. WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY POLICY

1. Workmen's Compensation Insurance - Statutory, State Requirements.
2. Employer's Liability Insurance - \$100,000.

E. MEDICAL AND DISABILITY BENEFITS POLICY

For Sole Proprietors and Partners without employees.

F. CERTIFICATE OF INSURANCE AND CANCELLATION:

Certificates of Insurance showing evidence of coverage as called for herein and naming SimplexGrinnell as an additional insured shall be filed with SimplexGrinnell prior to commencement of construction. These certificates shall contain a provision that coverage

afforded under the policies will not be canceled or materially altered until at least thirty (30) days after written notice is given to SimplexGrinnell.

G. Contractor assumes full responsibility for all loss or damage from any cause whatsoever to any tools owned by its employees and/or Contractor, any tools, machinery, equipment or other motor vehicles owned or rented by Contractor, his agents, Subcontractors, material-men or their employees; and any other damages caused through their own negligence.

1.15 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless SimplexGrinnell from and against any and all claims for damages or bodily injury, sickness, disease, or death or damage to personal property (other than the Work itself) and any losses and expenses, including but not limited to attorneys fees, caused, in any part, by the Work performed by or material provided by the Contractor or its employees, agents or subcontractors. The Contractor's obligation, to the fullest extent permitted by law, is to defend, at its sole cost and expense, itself, SimplexGrinnell, and their representative employees, agents, owners, officers, and customers against any and all claims or causes of action caused by or related to the Contractor's Work, and to pay the loss for which Contractor is deemed responsible in whole or in part in negligence or otherwise. This provision shall survive completion of the Work.

1.16 LIENS AND CLAIMS:

A. The Contractor shall promptly pay prior to delinquency all bills for all charges, in connection with the Work, and shall keep the property free from any materialmen's or mechanic's liens and claims or notices in respect hereto, and failure to do so shall constitute failure of performance under this Contract. Notwithstanding anything herein to the contrary, in order to protect SimplexGrinnell from all claims and liens of whatsoever nature, it is agreed that the Contract Price shall not become due and payable until the labor, materials, tools, equipment, facilities, rentals of equipment, transportation, fees and permits, taxes and all other charges, without limitation by the foregoing enumeration, in connection with the Work have been fully paid. If required by SimplexGrinnell, receipted bills and releases therefore showing payment in full shall be furnished by the Contractor to SimplexGrinnell. Notwithstanding anything herein to the contrary, SimplexGrinnell shall not be required to make any payments to the Contractor unless the Contractor's rate of progress, Work done and materials furnished are satisfactory to SimplexGrinnell and as herein agreed upon, and unless the balance due Contractor after any such payment would be sufficient to satisfy all obligations of the Contractor for labor, materials, equipment, taxes, etc., furnished or to be furnished by the Contractor under this Contract.

B. In the event that the Contractor fails to pay and discharge when due any bills or obligations of any kind of nature whatsoever incurred by the Contract or by reason of or fulfillment of this Contract, whether or not a lien or notice of lien has been filed or may be filed with respect thereto, SimplexGrinnell, at its option but without being obligated to do so, may pay all or any part of such bills or obligations, in which event such payments will be deemed a credit against the payment of the Contract Price.

1.17 EVENTS OF DEFAULT/TAKEOVER:

A. In the event the Contractor shall at any time when this Contract is in effect be adjudicated a bankrupt, make an assignment for the benefit of creditors, commit any act of insolvency or fail to pay promptly when due all bills and charges for labor, materials, and rental of equipment used in the performance of this Contract or required by this Contract to be paid, and/or in the event of the Contractor's failure to perform promptly each and every substantial obligation required hereunder, SimplexGrinnell, upon three (3) days written notice to the Contractor may, without prejudice to any other right or remedy afforded by law, equity or this Contract, take over the Work or any separable part thereof, and complete the same, or have the right, for the purpose of completing the Work, to take possession of all drawings, materials, tools, and appliances belonging to the Contractor, (and for such purpose this Contract shall be construed as an assignment by the Contractor to SimplexGrinnell of said drawings, materials, tools and appliances).

B. It is agreed that the Contractor shall commence and at all times carry on, perform, and complete this Contract to the full and complete satisfaction of SimplexGrinnell, the Architect/Engineer, and the Owner. It is specifically understood and agreed that in the event SimplexGrinnell shall at any time be of the good faith opinion, after consulting with the Contractor, unless the Contractor is not available, that the Contractor is not proceeding with diligence and in such a manner as to satisfactorily complete the Work within the project schedule, as modified from time to time, or if the Contractor shall fail to correct, replace, or re-execute faulty or defective Work done or materials furnished under this Contract as required by SimplexGrinnell, then SimplexGrinnell shall have the right after a three (3) calendar day notice confirmed in writing, unless such notice is not practical under the circumstances or the delay would cause harm to the progress of the project, to take over the Work and to complete same at the cost and expense of the Contractor, without prejudice to SimplexGrinnell's other rights or remedies for any loss or damage sustained. In the event of an emergency involving risk of loss or injury to person or property, arising prior to an actual takeover, SimplexGrinnell may take appropriate action to mitigate such emergency and may charge Contractor for all costs incurred in such mitigation. Previous demands made on Contractor not followed by a takeover shall not be deemed a waiver of SimplexGrinnell's right to do so.

C. Any such takeover shall not constitute or be construed as a waiver by SimplexGrinnell of any action, claim or demand SimplexGrinnell may have against the Contractor by reason of injury or damage resulting to SimplexGrinnell because of the Contractor's failure of performance hereunder. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price shall exceed the expense of SimplexGrinnell in finishing the Work, including compensation for additional managerial, administrative and legal expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to SimplexGrinnell upon demand by SimplexGrinnell. If it should become necessary for either party hereto to resort to legal action or arbitration to enforce this Contract, the non-prevailing party shall pay all reasonable legal fees and other expenses incurred by the prevailing party.

D. The term "failure of performance" as used herein includes, but is not limited to, failure to deliver shop drawings, samples, and other data required by SimplexGrinnell, and failure to begin the Work by the Commencement Date and to diligently prosecute the same to completion and acceptance by SimplexGrinnell.

1.18 DISCREPANCIES OR OMISSIONS:

Should the Contractor find discrepancies in or omissions from the drawings or specifications, or should he be in doubt as to their meanings, he shall at once notify SimplexGrinnell and shall not proceed without full clarification.

1.19 PROTECTION OF THE WORK:

The Contractor agrees to exercise all normal and reasonable precautions to protect his Work and all property placed under his control or in his custody against loss and/or damages resulting from theft, fire, vandalism, the elements, or otherwise. In the event such damage or loss occurs prior to inspection and acceptance of the Work by SimplexGrinnell, the Contractor shall repair or replace same at his own cost and expense. SimplexGrinnell shall not be responsible for any loss thereof or damage thereto.

1.20 SUPERINTENDENCE:

The Contractor shall give his personal superintendence and direction to the performance of this Contract, and he shall keep a competent superintendent constantly on the Work until it is completed. The superintendent shall have full authority to act for the Contractor in all matters pertaining to this Contract and the Work.

1.21 WARRANTY

A. The Contractor warrants all materials and Workmanship for a period of one year from the date of final acceptance unless a longer period is specified elsewhere within these Contract Documents.

B. In addition to the foregoing, and not by way of limitation, the Contractor agrees to repair or replace, to the satisfaction of SimplexGrinnell and all governmental or regulatory authorities or agencies having jurisdiction, any of the Work or materials judged to be defective or unacceptable for any reason.

C. Should the Contractor refuse or neglect to proceed at once with the correction or replacement of rejected or defective materials and/or Workmanship after receiving notice to do so, it is agreed that SimplexGrinnell shall have the right and power to have the defects remedied, or changes made, at the expense of the Contractor. The Contractor agrees to pay SimplexGrinnell, on demand, all costs and expenses paid or incurred by SimplexGrinnell in remedying such defects or making such changes, together with interest at the maximum rate permitted by law until paid.

1.22 CLEANING UP AND FINAL PREPARATION:

In general, when the Work is completed, all cleaning and preparation of occupancy shall be done by the Contractor. During the progress of the job, each trade shall be responsible for cleaning up his own dirt and debris and removing it from the site.

1.23 AS-BUILT DRAWINGS:

The Contractor shall retain one (1) set of plans to be identified as "as-built" drawings. Any changes to the Work caused by field conditions or SimplexGrinnell approved Change Orders shall be highlighted together with appropriate notations on the set of documents retained for "as-built" drawings. Upon acceptance of the Work, the Contractor shall deliver the "as-built" drawings to SimplexGrinnell.

DELIVERY OF ACCURATE AS-BUILT DRAWINGS MUST BE MADE PRIOR TO RELEASE OF FINAL PAYMENT.

1.24 SUBCONTRACTORS AND EMPLOYEES:

A. SimplexGrinnell reserves the right to reject any subcontractor or subcontract-subcontractor, materialman or laborer and thus preclude such person from executing any part of the Work. The Contractor agrees that he will be responsible for the acts and omissions of subcontractors and their employees to the same extent that he is responsible for the acts and omissions of persons directly employed by him. If any employee or subcontractor of the Contractor causes a breach of the peace or disturbance in and around the property or is otherwise unfit for or unskilled in the Work assigned to him, SimplexGrinnell may require that the Contractor replace said employee or subcontractor within twenty-four (24) hours of written notice thereof to the Contractor.

B. The Contractor agrees to bind every subcontractor and sub-subcontractor to, and every subcontractor and sub-subcontractor agrees to be bound by, the terms of the Contract Documents so far as same is applicable to their respective Work. Nothing contained herein, or in any statute or governmental regulation, shall obligate SimplexGrinnell to pay or see to the payment of any moneys to any subcontractor, sub-subcontractor or materialman, or to pay or assure the withholding or payment of any taxes, or other payroll deductions required by law to be withheld from wages of employees of the Contractor of any subcontractors or sub-subcontractor. The Contractor shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the Work any person unfit for or not skilled in the Work assigned to him. The Contractor shall designate an individual to be its authorized on-site superintendent, which designee must be approved by SimplexGrinnell, which approval will not be unreasonably withheld. However, the foregoing shall not be construed or be interpreted that SimplexGrinnell in any way interferes with the Contractor's right to hire and fire his employees, assign duties to them, fix their Working hours, wages or terms and conditions of employment, which right shall be absolute.

C. It is the continuing policy of SimplexGrinnell that any of SimplexGrinnell employees not accept employment, gifts or other consideration from any of SimplexGrinnell' vendors or Contractors. The Contractor agrees that it shall not employ any employees of SimplexGrinnell, nor grant an employee of SimplexGrinnell any compensation, gift for consideration, within the one-year period

immediately following SimplexGrinnell' acceptance of the Work. Breach of the terms of this provision shall be considered a material breach of the terms of this Contract.

1.25 INTERPRETATION:

A. If the Contractor be a partnership or corporation, all words in this Contract referring to the Contractor shall be read as though written in the plural or in the neuter gender, as the case may be.

B. This Contract and all of its terms and provisions shall be interpreted and construed according to the law of the Commonwealth of Massachusetts. Should any clause, paragraph or other part of this Contract be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other clauses, paragraphs or parts of this Contract shall nevertheless remain in full force and effect.

1.26 TERMINATION:

Anything to the contrary herein notwithstanding, SimplexGrinnell, in its sole discretion, may terminate this Contract at any time by giving at least three (3) days prior written notice of such termination to the Contractor. Upon termination of this Contract, the Contractor shall be entitled to payment for Work finished and installed by him and accepted by SimplexGrinnell, subject to whatever claims or offsets SimplexGrinnell may have against the Contractor; and subject to the provisions herein, the Contractor shall, upon termination of this Contract, forthwith peaceably and quietly, surrender to SimplexGrinnell the property and all facilities, machinery and equipment furnished by or belonging to SimplexGrinnell, or any of its affiliated companies.

1.27 NOTICE:

Any notice provided under this Contract served in writing upon the parties shall be deemed served and effective:

A. if personally delivered to an authorized representative of the appropriate party, upon actual delivery, or

B. if mailed by certified or registered U.S. Mail, postage prepaid, to the appropriate party at the address set forth in this Contract or to such other address as the parties hereto may designate in writing, upon posting.

1.28 COMMENCEMENT DATE, COMPLETION OF WORK, LIQUIDATED DAMAGES:

A. Subject to the provisions of this Contract, the Work (and the labor and materials comprising it) shall commence on the date established in the Contract between SimplexGrinnell and SimplexGrinnell's Customer and shall be considered complete and accepted by SimplexGrinnell only when it has been inspected and approved in writing by an authorized representative of SimplexGrinnell. The Contractor shall formally submit a notice of substantial completion to SimplexGrinnell requesting a final inspection.

B. If SimplexGrinnell is charged with delay damages or liquidated damages due to late performance by Contractor, Contractor shall immediately indemnify SimplexGrinnell for all such losses, including all costs and attorney fees.

1.29 ASSIGNMENT RIGHTS:

No right or interest in this Contract or in any payments to be made hereunder may be assigned or transferred without the prior written consent of SimplexGrinnell. All claims for monies due or to become due from the Contractor shall be subject to deduction by SimplexGrinnell for any setoff or backcharge arising out of this or any other Contract with Contractor.

1.30 HAZARDOUS MATERIALS:

SimplexGrinnell is not aware of any hazardous materials or conditions at the jobsite. Should any such hazardous materials or conditions be encountered, the Contractor shall immediately stop all Work in the vicinity of such hazardous condition or that could disturb such hazardous materials and shall immediately provide written notice to SimplexGrinnell and the Owner.

1.31 GENERAL ARBITRATION CLAUSE:

A. The parties to this Contract hereby agree to submit any and all claims that do not exceed \$150,000.00, arising from or relating to the performance of this Contract to binding arbitration, before a single arbitrator, at the American Arbitration Association office nearest the Work site, in accordance with the Construction Industry Rules of the American Arbitration Association. Any arbitration award shall be final and binding, and judgment upon the arbitration award may be had in any court having jurisdiction.

If the Contractor's Work has not been completed pursuant to this Contract or as changed or directed by SimplexGrinnell the Contractor shall continue performance of the Work during the pendency of this arbitration.

B. AUTHORITY OF ARBITRATOR

The Arbitrator shall not have the authority to issue an award to either party exceeding \$150,000.00. Moreover, the Arbitrator shall diligently attempt to limit the arbitration duration to no more than two days of hearings. The hearing may only continue a third day upon a determination by the Arbitrator that a third day is necessary in the interest of justice, to allow inclusion of all relevant evidence. In no event shall the Arbitrator have the authority to exceed three days of hearings. The Arbitrator shall limit each party to one full day of presentation time which may be utilized for direct or cross-examination, and the introduction of evidence.

The Arbitrator shall schedule the hearings to conclude not more than 45 days after the date the Arbitrator is appointed.

The Arbitrator may make any award or fashion any remedy that is just and equitable in the opinion of the arbitrator, subject to the limitations set forth in this arbitration provision. The Arbitrator will award to the prevailing party or parties such sums as are proper to compensate for the time, expense, and trouble of arbitration, including all arbitration costs and fees, and attorney fees.

The Arbitrator may permit the parties to submit opening and closing briefs, and the parties may, if both parties agree, submit the entire case to the Arbitrator on the record, without hearings. The Arbitrator shall issue findings of fact and conclusions of law with the award.

C. PARTIES TO ARBITRATION

Any arbitration arising out of or relating to this Contract may include, by consolidation, joinder, or in other manner, any additional persons or entities not a party to this Contract whom either party to this Contract believe to be substantially involved in a common question of law or fact relating to this Contract and who can be joined to the proceeding, by agreement or otherwise.

D. FAILURE TO APPEAR

This arbitration agreement is self-executing. If any party refuses or neglects to appear at or participate in arbitration proceedings after reasonable notice, the arbitrator shall proceed ex parte to decide the controversy in accordance with the evidence that is presented by the party or parties who participate.

E. DISCOVERY

Not later than 15 days prior to the first hearing date, all parties shall provide all other parties with the names of their witnesses, and a summary of their expected testimony. Moreover, each party shall provide copies of all documents they intend to offer into evidence. Except for purposes of impeachment, the Arbitrator shall not allow into evidence or consider, any document that was not provided, or allow the testimony of any witness that was not disclosed.

1.32 WAIVER: If SimplexGrinnell waives any right, or fails to demand certain performance from the Contractor, such waiver shall not constitute a waiver of any future performance, or prevent the enforcement of obligations previously waived.

1.33 SAVINGS CLAUSE: In the event any part or clause of this Agreement is found to be void or unenforceable, the remaining terms of the Agreement shall remain in full force and effect.

EXHIBIT "G"

**CONTRACT ADMINISTRATION
SCOPE OF WORK QUESTIONNAIRE**

1. E/O # _____ 2. Line # _____
3. Vendor Name _____ 4. Vendor # _____
5. Project Name _____ 6. District Name / No. _____
7. Subcontractor contact _____ Phone _____
8. Subcontractor start date ____/____/____ and complete date ____/____/____.
9. Any penalty charges for late completion? Yes ___ No ___ If yes, how much? \$ _____
10. Type of system: ___ Fire Alarm ___ Telecommunications ___ Intercom/Clock ___ Nurse Call
 ___ Pro Audio ___ Security ___ CCTV ___ Intrusion ___ Access ___ Other (type) _____
11. The Subcontractor is going to provide the following:

TASK	YES	NO	IF NOT, WHO WILL?
a. Conduit			
b. Wire			
c. Junction boxes			
d. Accessory Hardware (connectors, nuts, screws, etc.)			
e. Furnish labor			
f. Install equipment			
g. Connect the equipment			
h. Make final connection at the panel			
i. Provide as-built drawings			
j. Assist SimplexGrinnell during testing			
k. Cutting, patching, painting			

12. Are the following items included in the Subcontractors Proposal price?
 Taxes: Yes ___ No ___ Fees: Yes ___ No ___ Permits: Yes ___ No ___ Bonds: Yes ___ No ___
13. Does the project require Prevailing Wages? Yes ___ No ___
 Are Certified Payroll Records required? Yes ___ No ___
14. Specification date: ____/____/____ Drawing date: ____/____/____
15. Addenda numbers: _____ Alternate pricing: _____

EXHIBIT “H”

Invoicing Instructions

Many contractors do not follow the invoicing instructions as noted in the upper right hand corner of the SimplexGrinnell purchase order form and also omit full supporting data and other important information. These problems may result in **delayed payments**.

TO AVOID A DELAY IN PROCESSING YOUR INVOICE:

1. Each invoice must:
 - a. Identify the project for which services are rendered.
 - b. SHOW THE SIMPLEXGRINNELL PURCHASE ORDER NUMBER.

2. Progress Billing Only:
 - a. Indicate period covered
 - b. Apply Retainage
 - c. Include Lien Waivers with each invoice
 - d. Submit an original invoice for total Retainage after Final Acceptance

3. The **original** of each invoice **must** be mailed to:

SIMPLEXGRINNELL
50 TECHNOLOGY DRIVE
WESTMINSTER, MA 01441
ATTN: ACCOUNTS PAYABLE

4. Send a duplicate copy to the local district office

ATTN: Name of district representative

EXHIBIT "B"

SUBCONTRACTOR INSURANCE REQUIREMENTS

1) All subcontractors hired to do installation work, supervision of installation and/or testing for SimplexGrinnell, must carry insurance conforming to the following minimum requirements. When project requirements exceed these minimums, subcontractors must comply with the project requirements.

<u>TYPE</u>	<u>LIMITS</u>
General Liability (must include the following)	\$ 1,000,000
1. Premises - Operations	
2. Products/Completed Operations	
3. Contractual Liability	
4. Independent Contractors	
5. Broad Form Property Damage	
6. Personal Injury Liability	
7. "XCU" Coverage (if applicable)	
Automobile Liability	\$ 1,000,000
1. Bodily Injury (BI)	
\$500,000 per person	
\$1,000,000 per accident	
2. Property Damage (PD)	
\$250,000 per accident or a	
combined single limit (CSL)	
3. Coverage for Any Auto, Hired Auto	
and Non-Owned Autos	
Workers Compensation	Statutory, per State requirements
1. Employers Liability	\$ 100,000
Professional Liability	\$ 1,000,000
(Only required for engineering/ design/certification work)	
Umbrella (Excess Liability)	As necessary to meet the above limits or project requirements.
Business Personal Property	Retail value of equipment stored
Required if SimplexGrinnell materials are stored in the contractors warehouse or place of business	
Medical and Disability benefits	Copy of Policy
Required for Sole Proprietors and Partners	
a) All coverage must be on an Occurrence basis. Claims Made coverage is not acceptable.	
b) Certificates of Insurance showing evidence of coverage as called for above must be filed with SimplexGrinnell prior to commencement of any work naming SimplexGrinnell as certificate holder.	

2.) If a subcontractor's proposal to SimplexGrinnell includes: installation labor, supervision of installation, testing on site, the furnishing of installation materials or the furnishing of the equipment to be used in the installation, and if any combination of the above exceeds \$50,000.00, the subcontractor shall be required to provide a 100% Performance Bond and 100% Payment Bond. The subcontractor's proposal must state that their cost to SimplexGrinnell includes the cost of bonds and that these bonds shall be sent to SimplexGrinnell Time Reorder Company, Contract Administration, within ten (10) days of the purchase order issuance.

3.) Automobile liability limit of \$500,000 (including \$500,000 bodily injury (B1) per accident will be accepted for proposals with a total contract value (including labor, testing and materials) of \$20,000 or less.

Section VI

Other Informational Material



12. Other Informational Materials

Our team understands the RFP requires the following:

Section 2 - Solicitation Requirements, Information and Instructions to Offerors

2.11.2 Part I A – Technical Proposal

Section VI – Other Information Materials

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

12.1 Exceptions to Terms and Conditions

Our team understands the RFP requires the following:

2.14 Offeror Exceptions to Terms and Conditions

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

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

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

SimplexGrinnell does not have any exceptions to NASPO Value Point Terms and Conditions included in this proposal.

12.2 Certification of Non-Debarment

Our team understands the RFP requires the following:

2.15 Certification of Non-Debarment

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

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

Does any of the above apply to your company?

YES	X	NO	
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If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

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

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

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

To the best of our knowledge and information, neither SimplexGrinnell LP, as a corporate entity, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in NASPO Value Point Master Agreement by any governmental department, any federal, state or municipal public agency.

13. NASPO ValuePoint Master Agreement Statement of Compliance

13.1 Statement That All Of The Terms And Conditions As Shown In The Master Agreement Were Read And Understood

Our team understands the RFP requires the following:

Section 4: Administrative and Technical Response Requirements

4.2 NASPO ValuePoint Master Agreement Statement of Compliance

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

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

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

Amendment 2

13. Does the statement pertaining to 4.2 NASPO Statement of Compliance, 4.2a Insurance, 4.2b NASPO ValuePoint Administrative Fee and Reporting Requirements, 4.2.c NASPO ValuePoint eMarket Center all go in section 2?

Yes

SimplexGrinnell has read and understands all of the Terms and Conditions included in Master Agreement - Attachment A.

13.2 Master Agreement

Our team has attached an addendum to NASPO terms. This proposed addendum includes additional terms related to potential central monitoring services. Our team requests NASPRO select one of the following alternatives:

- *Adopt these terms as an addendum to the NASPO terms included in this RFP. If NASPO accepts this option we request the inclusion of these terms as a separate pricing tab for each end user NASPO sale.*
- *Or, if the terms are not adopted, we request removal of the central monitoring scope of work if we are awarded a NASPO agreement.*

Monitoring Service Agreement Instructions and Explanation List

Westminster, MA 01441 U.S.A.

SUBSCRIBER'S NAME:

The *Subscriber's legal* name. If a business, this would be the name as indicated on the business license. Also include name of the building or premise if the Subscriber is a commercial property manager.

MONITORING ACCOUNT #

The account number (location address code) given to you by the Monitoring Center.

UL ACCOUNT:

Is the fire or burglar alarm listed with Underwriters Laboratories?

ADDRESS:

This must be the street address of the monitored premises, along with any additional address information such as Suite or Building #. Post office boxes cannot be allowed for obvious reasons. If a separate address or P.O. Box is used for billing purposes, please provide where indicated.

CITY:

City, Township, etc. where the Subscriber is located.

STATE:

State in which Subscriber is located.

ZIP:

Zip code in which Subscriber is located.

CUSTOMER NUMBER/SEQUENCE:

The eight digit number assigned to this customer in the SimplexGrinnell billing system, along with the four digit Sequence Number which identifies the monitoring unit created for this account.

PREMISE TELEPHONE #

Subscriber's phone number. Used to verify alarm signals and to contact subscribers in the event of alarm malfunction.

PREMISE FAX #

Subscriber's fax number, if appropriate.

CROSS STREET:

Authority having jurisdiction often asks for the nearest cross street in order to expedite dispatching of emergency response personnel.

TOWNSHIP:

Many jurisdictions require the township as well as the city name prior to dispatching the authorities.

MAILING ADDRESS:

Subscriber's mailing address if it is different from the premise address.

ACCOUNT TYPE:

Fire Burglary Medical Elevator National Account
 Critical Condition

CONTACT / CALL LIST (RESPONSIBLE PARTIES):

Premises # will be called prior to contact list.

NAME:

Responsible parties' names in the order in which they are to be called. Names listed should be persons who can shut off the alarm system and if necessary respond to the premises when notified of an alarm activation by the Monitoring Center.

PHONE #

Phone number at which the responsible party can be contacted by the Monitoring Center. This is presumed to be a residence phone number unless otherwise noted.

PASS CODE / ABORT CODE (10 CHARACTER LIMIT):

This can be a number, word, or combination of letters and numbers. It is a secret code selected by the Subscriber to confirm that the user is authorized to access account information, place the system on test and verify false alarms. All security alarm monitoring accounts must have a Pass Code; Pass Codes on fire alarm monitoring accounts are recommended but not required. On fire alarm accounts, the monitoring account number will function as the Pass Code if one is not selected by the Subscriber.

LOCAL EMERGENCY DISPATCH NUMBERS:

List telephone number, including area code, of correct local emergency dispatch authority/agency (Police, Fire Department, 911, etc.) Be sure to verify that the Subscriber is located within the jurisdiction of the agency given. The number should be the 24-hour emergency dispatch number, not the administrative office.

COMMUNICATOR:

Manufacturer's name and type of dialer (DACT) used.

MODEL #

Model number of dialer (DACT) used.

INTRUSION PANEL MODEL #

Example: 3001, 3007, etc.

FORMAT REPORTING:

Check appropriate box or write in specific type of communications format to be used by the dialer (DACT).

TIME ZONE:

EST, CST, MST, PST.

AUTOMATIC TEST TIMER INTERVAL:

The interval between Automatic Timer tests, i.e. 24 hours (Daily), Weekly, Monthly or None.

ACTIVITY REPORTS:

Computer generated reports of all account activity, including Open/Close signals if applicable, which are to be sent periodically to the customer. Specify whether reports are to be sent monthly or weekly.

NUMBER OF PARTITIONS:

A "partition" is a group of devices or points that are monitored in the central station and assigned an account number that makes it unique. Typically this "partition" is a building on a multi-building campus setting.

CODE TRANSMITTED:

Codes transmitted by the alarm system dialer to the Monitoring Center, i.e. 1, 2, 3, 31, 32, etc., depending on the electronic communications format used. It is necessary to list all code information to be used by the dialer.

PROTECTED AREA:

Description of area the alarm zone would cover, i.e. Front Door, Warehouse, etc. on a security alarm. Please note that although you may have the resolution code list, be sure to always include the description of that zone in order to assure accuracy.

AUD / SIL:

Check appropriate box.
AUD=Audible Alarm; SIL=Silent Alarm

TERMS OF THIS AGREEMENT:

Terms of customer payment.

METHOD OF CUSTOMER PAYMENT:

Credit card information.

SPECIAL INSTRUCTIONS (IF REQUIRED):

Please note as specifically as possible any special instructions on how alarm activations are to be handled by the Monitoring Center if they differ in any way from normal dispatch and notification procedures. Example: "Call customer premise first to verify before dispatching on alarms received during normal business hours."

OPENING AND CLOSING SIGNALS:

On security alarm systems only, dialers can be programmed to send a signal to the Monitoring Center each time the system is disarmed (opening signal) or armed (closing signal).

OPEN / CLOSE - LOG ONLY:

All opening and closing signals received by the Monitoring Center are logged in the account's activity history, but no action is taken by an operator.

OPEN / CLOSE - SUPERVISED:

The monitoring center will call on any opening or closing signals which are received outside of the scheduled "window" for the account.

WINDOW:

If the Subscriber's business will be reporting Open/Close signals from a security alarm system which are to be supervised by the monitoring center, the default time set for the "window" is 60 minutes. The window works as follows: If a business is scheduled to open at 0800 and has a 60 minute window, the business will receive a call from the monitoring center for an Early Open if the system is disarmed prior to 0700. If the business does not open by 0900, the Monitoring Center will call on a No Open received. If the business is scheduled to close at 1700, but remains open (alarm system is not armed) past 1800, the Monitoring Center will call on the No Close Received.

DISPATCH PERMIT #

Required by some authorities prior to dispatch.

STATE LICENSE #

Include SimplexGrinnell State License # on this form, if applicable. Some states require this number to be printed on all correspondence. Check state and local jurisdiction laws or codes as they pertain to your area.

DISTRICT #

This would normally be the district office listing number.

COMPLETED BY:

Name of person completing form.

DATE:

Date form was completed and signed.

MAINTENANCE AGREEMENT COVERAGE CODE:

Insert technical support response code for contract response services.

ANNUAL MONITORING FEE:

Write in the dollar amount to be billed to the customer on an annual basis.

SUBSCRIBER / AUTHORIZED SIGNATURE:

This acknowledges Subscriber's agreement to pay the Annual Monitoring Fee, as well as Subscriber's agreement to be bound by the Terms and Conditions set forth by SimplexGrinnell on the reverse side of the Monitoring Service Agreement form.

Westminster, MA 01441 U.S.A.

U.L. Acct.

Subscriber's Name _____ Monitoring Account # _____

Address _____ City _____

State _____ Zip _____ Customer No. / Sequence _____

Premise Phone # (____) _____ Fax # (____) _____ Cross Street _____

Township _____ Mailing Address _____

Account Type: Fire Burglary Medical Elevator National Account Critical Condition

CONTACT/CALL LIST (Responsible Parties): Premises # will be called prior to contact list.

Name	Phone #	Pass/Abort Code (10 character Limit)

LOCAL EMERGENCY DISPATCH NUMBERS (Must be 24-HR)

Fire Dept. (Local)	(____) _____ . _____	Paramedics (Local)	(____) _____ . _____
Police Dept. (Local)	(____) _____ . _____	Other:	(____) _____ . _____

Communicator (dialer) type _____ Model # _____ Intrusion Panel Model # _____

Format Reporting: 3 x 1 3 x 1 EXT 4 x 2 BFSK Contact ID Per Point _____

Time Zone _____ Automatic Test Timer Interval (Daily, Weekly, Monthly or None) _____

This account to receive periodic activity reports on the following basis: Weekly Reports Monthly Reports

Alarm System Dialer Programming/Set-up Information: _____ Number of Partitions: _____

Code Transmitted	Protected Area	AUD	SIL	Alarm Type

TERMS OF THIS AGREEMENT ARE

Time and Material Price Not to Exceed \$ _____ Fixed Price of \$ _____

DEPOSIT \$ _____ **BALANCE DUE \$** _____ **AMEX** **MC/VISA** **Discover**

CARD HOLDER: _____ **CREDIT CARD #** _____ **Expiration Date:** _____

Special Instructions (if required): _____

This account will be programmed to send opening and closing signals (security alarm systems only) YES NO

Type of Open / Close Monitoring to be provided: Open / Close Log Only Monitoring Supervised Open / Close Monitoring

Daily schedule for supervised open/close monitoring:

Daily	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Opening time							
Closing time							
Window*							

Holidays Closed: _____

*All supervised accounts will be assigned a 60 minute time window for scheduled openings and closings. If subscriber requests a longer or shorter time window, please specify.

SHADED AREA TO BE FILLED OUT BY SIMPLEXGRINNELL

Dispatch Permit # _____

State License # _____ District# _____ Completed by _____ Date _____

Maintenance Agreement Coverage Code: _____

Term of Agreement: The initial term of this Agreement shall be for a period of _____ year(s) beginning on the Date of Agreement and shall self-renew for successive periods of 1 year thereafter under the same terms and conditions except for the price, which shall be increased to the applicable price in effect at the renewal date, unless either party gives the other written notice of cancellation at least thirty (30) days prior to the expiration of a term. It is agreed that SimplexGrinnell shall not be responsible to provide Monitoring Services under this Agreement unless and until the communication link between Subscriber's premises and SimplexGrinnell's Monitoring Center has been tested.

IMPORTANT NOTICE REGARDING YOUR LEGAL RIGHTS: The Terms and Conditions on the reverse side are an important part of this Agreement and may affect your legal rights. Among other things, these terms significantly limit SimplexGrinnell's liability should an event occur that this service is designed to detect. By signing this Agreement you acknowledge that you have read, acknowledge, and agree to be legally bound by all Terms and Conditions of this Agreement.

Annual Monitoring Fee \$ _____

Subscriber/Authorized Signature: _____ SimplexGrinnell Representative Signature: _____ Date: _____

Printed: _____ Printed: _____

TERMS AND CONDITIONS

- 1. Introduction.** Subscriber has contracted with SimplexGrinnell for monitoring services at the location indicated on the front side of this Agreement.
- 2. SimplexGrinnell's Duties.** Subscriber agrees and acknowledges that SimplexGrinnell's sole and only obligation under this Agreement shall be to monitor signals sent by various media including, but not limited to, telephone lines, cellular devices, satellite technology, and radio telemetry and received by means of a protective system (hereinafter "System") and to respond thereto by notifying the party (or parties) identified by Subscriber. Upon receipt of a protective system signal, SimplexGrinnell shall WITHOUT WARRANTY attempt to notify the party (or parties) that has been identified by Subscriber as the proper party to notify under the circumstances encountered.
- 3. Waiver of Warranty; Exculpatory Clause.** Subscriber understands that SimplexGrinnell offers several levels of protection services and that the level described has been chosen by Subscriber after considering and balancing various levels of protection afforded and their related costs. IT IS UNDERSTOOD AND AGREED THAT: SIMPLEXGRINNELL IS PROVIDING A SERVICE DESIGNED TO REDUCE THE RISK OF LOSS; THAT SIMPLEXGRINNELL IS NOT AN INSURER; THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY SUBSCRIBER COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE; THE PAYMENTS HEREUNDER ARE BASED SOLELY ON THE VALUE OF THE MONITORING SERVICES AS DESCRIBED HEREIN AND ARE UNRELATED TO THE VALUE OF ANY OF SUBSCRIBER'S PROPERTY, OR THE PROPERTY OF OTHERS LOCATED AT SUBSCRIBER'S LOCATION, THE VALUE OF WHICH IS KNOWN ONLY BY SUBSCRIBER; THAT SIMPLEXGRINNELL IS NOT LIABLE FOR LOSSES CAUSED BY THE MALFUNCTION OR NON-FUNCTION OF THE SYSTEM OR EQUIPMENT OR THE MONITORING, REPAIRING, SIGNAL HANDLING OR DISPATCHING SERVICES EVEN IF DUE TO SIMPLEXGRINNELL'S NEGLIGENCE OR FAILURE TO PERFORM. **SIMPLEXGRINNELL MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES OR EQUIPMENT SUPPLIED WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICES OR EQUIPMENT ARE DESIGNED TO DETECT. SIMPLEXGRINNELL MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, THAT THE EQUIPMENT SUPPLIED, OR ANY HARDWARE, SOFTWARE OR NETWORKS USED IN CONNECTION WITH THE SYSTEM SHALL CORRECTLY HANDLE THE PROCESSING OF DATES BEFORE AND AFTER DECEMBER 31, 1999, OR THAT THE SERVICES HEREUNDER SHALL ENSURE SUCH CORRECT DATE HANDLING.**
- 4. Third Party Indemnification.** Since the parties agree that Subscriber retains the sole responsibility for the life and safety of all persons on its premises, and for protecting against losses to its own property and the property of others located on its premises, Subscriber agrees to indemnify, defend, and hold harmless SimplexGrinnell, its officers, employees, agents, subcontractors, suppliers, or representatives, from and against all claims, lawsuits, and losses, including attorneys' fees, by persons not a party to this Agreement, alleged to be caused by the improper operation of the system, whether due to malfunctioning or nonfunctioning of the system or the negligent performance or nonperformance of the monitoring services or other installation, maintenance, or other services by SimplexGrinnell or its officers, employees, agents, subcontractors, suppliers, or representatives. Additionally, Subscriber agrees to list SimplexGrinnell, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insured on all insurance policies in effect on the premises.
- 5. Limitation of Liability; Liquidated Damages.** SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF SIMPLEXGRINNELL TO PERFORM ANY OF ITS OBLIGATIONS OR SERVICES HEREIN, INCLUDING, BUT NOT LIMITED TO, MONITORING SERVICES, INSTALLATION OR MAINTENANCE, THE FAILURE OF THE EQUIPMENT (SYSTEM) TO OPERATE PROPERLY, BY ACTIVE OR PASSIVE NEGLIGENCE, OR BY FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, BECAUSE OF AMONG OTHER THINGS: (A) THE UNCERTAIN AMOUNT OR VALUE OF SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT AT THE MONITORED LOCATION WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE EQUIPMENT (SYSTEM) AND/OR SERVICES IS DESIGNED TO DETECT; (B) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDIC UNIT, PATROL SERVICE OR OTHERS, SHOULD ANY OF THESE PARTIES BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING; (C) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY SIMPLEXGRINNELL'S FAILURE TO PERFORM OR BY ITS EQUIPMENT'S FAILURE TO OPERATE; OR (D) THE UNCERTAIN NATURE OF OCCURRENCES WHICH MIGHT CAUSE INJURY OR DEATH TO SUBSCRIBER OR ANY OTHER PERSON. THEREFORE, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IF ANY LOSS OR LIABILITY IS ALLEGED AGAINST SIMPLEXGRINNELL, IRRESPECTIVE OF CAUSE, INCLUDING, BUT NOT LIMITED TO, WHETHER THE LOSS OR LIABILITY IS CAUSED BY SIMPLEXGRINNELL'S OWN NEGLIGENCE, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL MONITORING FEE OR TWENTY FIVE HUNDRED (2500.00) DOLLARS, WHICHEVER IS LESS. THIS SUM SHALL BE PAID AND RECEIVED AS EITHER (1) LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (2) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SIMPLEXGRINNELL'S SOLE AND EXCLUSIVE LIABILITY. UNDER NO CIRCUMSTANCES SHALL SIMPLEXGRINNELL BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR GENERAL, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE IN EXCESS OF SUCH AMOUNT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO REAL OR PERSONAL PROPERTY, LOSS OF PROPERTY OR REVENUE, COST OF CAPITAL, COSTS OF PURCHASED OR REPLACED GOODS, OTHER ECONOMIC LOSS HOWEVER OCCASIONED, AND WHETHER ALLEGED AS CAUSED BY THE INSTALLATION, REPAIR, DESIGN, SALE, LEASE, OR FAILURE OF THE MONITORING EQUIPMENT OR SERVICE OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BREACH OF WARRANTY OR NEGLIGENCE, ACTIVE, PASSIVE, JOINT, SEVERAL OR OTHERWISE, STRICT LIABILITY, TORT, OR OTHERWISE BY SIMPLEXGRINNELL, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUPPLIERS, OR REPRESENTATIVES. Subscriber agrees to obtain insurance coverage adequate to protect Subscriber's interest in light of the limitation of liability stated in this Agreement. If subscriber wishes SimplexGrinnell to increase the amount of the above limitation of liability or liquidated damages, Subscriber may inquire about obtaining an increase to this amount in exchange for the payment of an additional monthly charge, but such additional monthly charge shall not be construed to mean that SimplexGrinnell is an insurer or to relieve Subscriber of the sole responsibility to obtain and maintain insurance. The foregoing shall survive the termination or expiration of this Agreement. SimplexGrinnell assumes no responsibility for any loss in excess of such amount.
- 6. Subscriber's Duties.** In addition to Subscriber's duty to indemnify, defend, and hold SimplexGrinnell harmless as provided above: (a) Subscriber shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by SimplexGrinnell during the term of this Agreement. Subscriber shall be solely responsible for testing the System for accurate date handling capabilities, and for maintaining such capabilities. Subscriber agrees that it is responsible for any losses or damages due to malfunction, miscommunication, or failure of Subscriber's system to accurately handle, process, or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Subscriber's premises of signal or data transmission through any media, Subscriber shall notify SimplexGrinnell immediately. If space/interior protection (i.e., ultrasonic, microwave, infrared, etc.) is part of the System, Subscriber shall walk test the system in the manner recommended by SimplexGrinnell. (b) When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other source of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Subscriber shall notify SimplexGrinnell. (c) Subscriber shall notify SimplexGrinnell regarding any remodeling or other changes to the protected premises that may affect operation of the System. (d) Subscriber shall cooperate with SimplexGrinnell in the installation, operation, and maintenance of the system and agree to follow all instructions and procedures which may be prescribed for the operation of the System, the rendering of services and the provision of security for the premises. (e) Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing, and service charges of telephone lines connecting Subscriber's premises to SimplexGrinnell. Subscriber acknowledges that alarm signals from Subscriber's premises to SimplexGrinnell are transmitted over Subscriber's telephone service and that in the event the telephone service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Subscriber's alarm system will not be received by SimplexGrinnell during any such interruption in telephone service and the interruption will not be known to SimplexGrinnell. Subscriber agrees that in the event the equipment or system continuously transmits signals reasonably determined by SimplexGrinnell to be false and/or excessive in number, Subscriber shall be subject to the additional costs and fees incurred by SimplexGrinnell in receiving and/or responding to the excessive signals.
- 7. Authorized Personnel & Emergency Information.** Subscriber agrees to furnish forthwith a written list of the names, addresses and telephone numbers of all persons authorized to enter or remain on Subscriber's premises and/or that should be notified in the event of an alarm. Subscriber agrees to provide all changes, revisions and modifications to the above to SimplexGrinnell in writing in a timely manner. Subscriber shall furnish to SimplexGrinnell certain emergency information and shall keep it current by providing SimplexGrinnell with any changes in writing, providing the required identifying information in a timely manner.
- 8. Assignees and/or Subcontractors of SimplexGrinnell.** SimplexGrinnell shall have the right to assign this Agreement in whole or in part to any other person, firm, or corporation and shall have the further right to subcontract any surveillance, monitoring, maintenance, patrol, emergency response, or other services which it may be required to perform hereunder. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to SimplexGrinnell's maximum liability and third party indemnification, shall inure to the benefit of and are applicable to any assignees and/or subcontractors of SimplexGrinnell, and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to SimplexGrinnell.
- 9. Assignment by Subscriber.** Subscriber acknowledges that the sale or transfer of Subscriber's premises shall not relieve Subscriber of duties and obligations under this Agreement unless SimplexGrinnell agrees in writing to the transfer of the Agreement.
- 10. Taxes, Fees, Fines, Licenses, and Permits.** (a) Subscriber agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. SimplexGrinnell shall have the right, at any time, to pass along to Subscriber any increases in the monthly charges which hereafter may be imposed on SimplexGrinnell by utility or government agencies relating to the service(s) provided under the terms of this Agreement, and Subscriber hereby agrees to pay the same. (b) Subscriber agrees to assume all responsibility for any false alarms or signals given by the protective equipment. Subscriber will indemnify, pay and defend SimplexGrinnell and its authorized contractors and hold each of them harmless from and against any responsibility or liability for payment of associated fines, penalties or other costs. (c) Subscriber shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Subscriber fails to maintain any required licenses or permits, SimplexGrinnell shall not be responsible for performing the services and may terminate the services with notice to Subscriber.
- 11. Increase in Service Charges.** SimplexGrinnell shall have the right to increase the Service Charges provided for herein by giving Subscriber thirty (30) days written notice in advance of the effective date of such increase. Charges for time and materials services are based upon SimplexGrinnell's service rates in effect at the time of the service, and are subject to change without notice.
- 12. Delay or Interruptions.** SimplexGrinnell assumes no liability for delay in the installation of the System or for interruption of monitoring services due to strikes, riots, floods, storms, earthquakes, fire, power failures, insurrections, interruption of availability of telephone, cable, cellular, satellite, or radio service or service through any other medium, malfunction or unavailability of the system related to date handling problems, irrespective of cause, acts of God, or for any other cause beyond the control of SimplexGrinnell, and will not be required to provide installation or other services to Subscriber while interruption of service due to any such cause may continue. SimplexGrinnell assumes no liability for delay of installation or services due to non-cooperation of the Subscriber or his agents in providing access to that area of installation or service on any device or devices of the Subscriber or of others to which SimplexGrinnell's equipment is attached.
- 13. Outside Charges.** Subscriber understands and accepts that SimplexGrinnell specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including, but not limited to, fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Subscriber, whether requested or not and whether such entities were correctly or incorrectly notified by SimplexGrinnell, its agents, or subcontractors.
- 14. Default/Termination.** In the event Subscriber fails to pay any amount, Subscriber abuses the equipment or the use of the monitoring facility, Subscriber fails to comply with any of the terms and conditions hereof, Subscriber makes an assignment for the benefit of creditors, an order for relief is entered against Subscriber under any chapter of the National Bankruptcy Code, as amended, a receiver or trustee is appointed for all, or substantially all, the assets of Subscriber, or there is a dissolution or termination of existence of Subscriber, or if Subscriber is in default under this Agreement and such default continues for ten (10) days after SimplexGrinnell gives Subscriber written notice of such default, in addition to any other remedies provided by law, SimplexGrinnell may pursue any one or more of the following remedies, which are cumulative and nonexclusive: (a) Terminate all services subscribed for hereunder by giving ten (10) days written notice to Subscriber, without terminating this Agreement, and recover all amounts due to SimplexGrinnell; (b) Take possession of all SimplexGrinnell owned equipment wherever situated and for such purpose enter upon Subscriber's property without liability for so doing; (c) By notice to Subscriber, declare immediately due and payable all moneys to be paid by Subscriber during the Primary Term or, if the Primary Term has then expired, declare immediately due and payable all moneys to be paid during any Renewal Term then in effect, and Subscriber shall thereupon be obligated to pay such moneys to SimplexGrinnell immediately. Subscriber shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by SimplexGrinnell on account of such default including all court costs and reasonable attorneys' fees. The waiver by SimplexGrinnell of a breach of any obligation of Subscriber shall not be deemed a waiver of such obligation or any subsequent breach of the same or any other obligation. The subsequent acceptance of payment hereunder by SimplexGrinnell shall not be deemed a waiver of any prior existing breach, regardless of SimplexGrinnell's knowledge of such prior existing breach at the time of acceptance of such payments.
- 15. One Year Limitation on Actions.** It is agreed that no suit or cause of action shall be brought against SimplexGrinnell more than one (1) year after the accrual of the cause of action therefor.
- 16. Waiver of Subrogation.** Subscriber does hereby for itself and all other parties claiming under it release and discharge SimplexGrinnell from and against all hazards covered by Subscriber's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SimplexGrinnell.
- 17. Entire Agreement; Modification; Waiver.** This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. This Agreement can be modified only in writing, signed by the parties or their duly authorized representatives. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
- 18. Choice of Law; Venue.** The laws of the Commonwealth of Massachusetts shall govern the validity, enforceability and interpretation of the Agreement. It is agreed that any suit or action initiated as a result of this Agreement or in any way arising out of this Agreement or the Monitoring Services to be provided under this Agreement shall be brought in a court of competent jurisdiction within the Commonwealth of Massachusetts.

14. Insurance

Our team understands the RFP requires the following:

Section 4: Administrative and Technical Response Requirements

4.2.a Insurance

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

Amendment 2

16. Section 4.2.a Insurance says "describe your insurance or plans to obtain insurance satisfying the requirements in Section 21". Where is section 21? What are the insurance requirements?

Attachment A ~ NASPO ValuePoint Master Agreement Terms and Conditions.

SimplexGrinnell is part of the Johnson Controls organization. Johnson Controls operates around the globe with historical revenues over \$30,000,000,000 annually and operating in more than 150 countries worldwide. Johnson Controls purchases insurance that complies with all applicable regulations, laws, customs, and practices for all US states, territories, possessions, along with most countries in the world. The limits and types of insurance Johnson Controls purchases are in accordance with companies of comparable size.

14.1 Insurance Description

Our team understands the RFP requires the following:

Attachment A – Terms and Conditions

21. Insurance

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

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

1. Commercial General Liability – Occurrence Form

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

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

- Each Occurrence \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

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

- Combined Single Limit (CSL) \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

5. Network Security (Cyber) and Privacy Liability:

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

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

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

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

The chart below details our ability to meet the insurance requirements set forth in the RFP.

14.2 Insurance Certificate

On the following we have provided a copy of Johnson Controls insurance certificate regarding our insurance capacity.

RFP #	NASPO VALUEPOINT INSURANCE REQUIREMENT	OUR TEAM CAN COMPLY AS REQUESTED
21.a	a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity’s state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best’s Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement’s termination or, at a Participating Entity’s option, result in termination of its Participating Addendum.	YES

RFP #	NASPO VALUEPOINT INSURANCE REQUIREMENT	OUR TEAM CAN COMPLY AS REQUESTED
21.b	<p>Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:</p> <p>1. Commercial General Liability – Occurrence Form Policy shall include bodily injury, property damage and broad form contractual liability coverage.</p> <ul style="list-style-type: none"> • General Aggregate \$2,000,000 • Products – Completed Operations Aggregate \$1,000,000 • Personal and Advertising Injury \$1,000,000 • Each Occurrence \$1,000,000 <p>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".</p>	YES
	<p>2. Automobile Liability Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.</p> <ul style="list-style-type: none"> • Combined Single Limit (CSL) \$1,000,000 <p>a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".</p>	YES
	<p>3. Worker's Compensation and Employers' Liability</p> <p>Workers' Compensation Statutory</p> <p>Employers' Liability</p> <ul style="list-style-type: none"> Each Accident \$100,000 Disease – Each Employee \$100,000 Disease – Policy Limit \$500,000 <p>a. Policy shall contain a waiver of subrogation against the State of Nevada.</p> <p>b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.</p>	YES
	<p>4. Professional Liability (Errors and Omissions Liability)</p> <p>The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.</p> <ul style="list-style-type: none"> Each Claim \$1,000,000 	YES

RFP #	NASPO VALUEPOINT INSURANCE REQUIREMENT	OUR TEAM CAN COMPLY AS REQUESTED
	Annual Aggregate \$2,000,000 a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.	
	5. Network Security (Cyber) and Privacy Liability: Per Occurrence \$1,000,000 Annual Aggregate \$2,000,00	YES
	6. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.	YES
21.c	c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur	YES
21.d	d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds,(2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.	YES
21.e	e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30)calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.	YES
21.f	f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.	YES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 411 East Wisconsin Avenue Suite 1300 Milwaukee, WI 53202 CN101230596-TycoE-GAWU-16-17	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Old Republic Insurance Company</td> <td style="border: none;">24147</td> </tr> <tr> <td style="border: none;">INSURER B : ACE Property and Casualty Insurance Company</td> <td style="border: none;">20699</td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic Insurance Company	24147	INSURER B : ACE Property and Casualty Insurance Company	20699	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED Johnson Controls, Inc. Tyco International Holding S.a.r.l. (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209															

COVERAGES **CERTIFICATE NUMBER:** CHI-006849839-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 308341	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS - COMP/OP AGG \$ INC IN GEN AGG \$		
		A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		MWTB 308344 (Excludes NH)	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 7,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ New Hampshire (CSL) \$ 250,000	
		A		MWTB 308371 (NH)	10/01/2016	10/01/2017			
		B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			G28162509 001	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 New Hampshire (CSL) \$ 7,250,000
		A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC 308342 00 (AOS - see page 2)	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWX 308343 (OH & WA)	10/01/2016	10/01/2017			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Evidence of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Johnson Controls, Inc. Tyco International Holding S.a.r.l. (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

WORKERS COMPENSATION:

Workers Compensation "AOS" Policy includes coverage for the following states: AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

PRIMARY COVERAGE:

The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

WAIVER OF SUBROGATION:

The General Liability, Automobile Liability, Workers Compensation and Employers Liability policies include a waiver of subrogation in favor of the certificate holder and any other person or organization to the extent required by written contract. For Monitoring services, Waiver of Subrogation does not apply.

ADDITIONAL INSURED - AUTOMOBILE LIABILITY:

The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

ADDITIONAL INSURED - GENERAL LIABILITY:

For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

LIMIT OF LIABILITY:

The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to \$1,000,000.

LIMIT OF UMBRELLA/EXCESS LIABILITY:

If the primary insurance policies noted on the face of this Certificate of Liability Insurance satisfy the combination of minimum primary limits and minimum Umbrella/Excess Liability limits required by the written contract, the Umbrella/Excess Liability limits shown on the face of this Certificate of Liability Insurance do not apply.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

This endorsement modifies the notice of cancellation of insurance provided hereunder:

Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advance notice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

NAMED INSURED:

Insureds include: Tyco International Management Company, LLC, Tyco Carter Brothers, LLC, CEM Access Systems, Inc., Central CPVC Corporation, Central Sprinkler LLC, Chagrin H.Q. Venture Ltd., Chagrin Highlands Inc., Chagrin Highlands Ltd., Chemguard, Inc., Connect 24 Wireless Communications Inc., Delcon, Inc., Digital Security Controls, Inc., Elpas, Inc., Exacq Technologies, Inc., G-I Great Lakes, A Series of Greenleeds LLC, G-I Mid Atlantic, A Series of Greenleeds LLC, G-I Midwest, A Series of Greenleeds LLC, G-I New York, A Series of Greenleeds LLC, G-I Other Risk Centers, A Series of Greenleeds LLC, Greenleeds LLC, Grinnell LLC, Grinnell Pacific, A Series of Greenleeds LLC, GSF Management Co, LLC, Haz-Tank Fabricators, Inc., Infrared Systems Group, LLC, Integrated Systems and Power, Inc., Master Protection, LP, Qolsys, Inc., Retail Expert, Inc., Scott Figgie LLC, Scott Technologies, Inc., Senelco Iberia, Inc., Sensormatic Asia/Pacific, Inc., Sensormatic Electronics (Puerto Rico) LLC, Sensormatic Electronics, LLC, Sensormatic International, Inc., ShopperTrak International Investment LLC, ShopperTrak RCT Corporation, Shurjoint America, Inc., SimplexGrinnell LP, STI Licensing Corporation, STI Properties, Inc., STI Properties, Ltd., STI Risk Management Co., Tyco Cares Foundation, Tyco Fire & Security LLC, Tyco Fire Products LP, Tyco Integrated Security LLC, Visonic Inc., and WillFire HC, LLC.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2

Named Insured Johnson Controls, Inc., Tyco International Holding S.a.r.l.			Endorsement Number
Policy Prefix MWZY	Policy Number 308341	Policy Period 10/01/16 to 10/01/17	Effective Date of Endorsement
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) Of Covered Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A

Named Insured Johnson Controls, Inc., Tyco International Holding S.a.r.l.			Endorsement Number
Policy Prefix MWZY	Policy Number 308341	Policy Period 10/01/16 to 10/01/17	Effective Date of Endorsement
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location And Description Of Completed Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

16. NASPO ValuePoint eMarket Center

16.1 How To Support The eMarket Center

Our team understands the RFP requires the following:

Section 4: Administrative and Technical Response Requirements

4.2.c NASPO ValuePoint eMarket Center

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

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

SimplexGrinnell is willing to participate in the development of Ordering Instructions. The commercial off-the-shelf products we sell can be listed. We are available to work with the eMarket Center team to expand the amount of listed products.

NASPO ValuePoint
Security & Fire Protection Services
Nevada Solicitation Number 3407
Part II- Cost Proposal



Submitted by



SimplexGrinnell LP
50 Technology Drive
Westminster, MA 01441

(978) 731-2500
www.tycosimplexgrinnell.com

May 23, 2017

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

Dear Ms. Miller:

SimplexGrinnell is submitting a proposal for all categories of work in this solicitation. This includes the following RFP Section Numbers and descriptions:

RFP Section	Category
1.1 (including all subsections)	Category 1 – Access Control Systems
1.2 (including all subsections)	Category 2 – Burglar Alarm Systems
1.3 (including all subsections)	Category 3 – Surveillance Services And Equipment
1.4 (including all subsections)	Category 4 - Portable Fire Extinguishers
1.5 (including all subsections)	Category 5 - Fire Extinguishing Systems
1.6 (including all subsections)	Category 6 - Fire Sprinkler Systems
1.7 (including all subsections)	Category 4 - Fire Alarm/Protective Hazard Signaling Systems
1.8 (including all subsections)	Category 8: High Security Control Systems
1.9 (including all subsections)	Category 9: Inspections & Monitoring

SimplexGrinnell's mission is to develop the most cost-effective and comprehensive solution to your life safety systems and service needs. SimplexGrinnell stands ready to provide world-class products, service and support. We offer to work closely with your personnel to ensure that your systems and service needs are met well into the future. Our customers have relied on SimplexGrinnell personnel and technology to protect thousands of lives and millions of dollars worth of property.

Our One-Stop-Shop offering includes total support for all fire alarm, fire detection, fire protection, integrated security, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Many SimplexGrinnell projects have been time-critical multi-million dollar efforts incorporating both design and build requirements. As a prime contractor, we have installed our equipment while maintaining a customer's existing system.



We understand the RFP states the following:

4.3 Participating State Terms and Conditions

As a courtesy to Offerors, some Participating State specific Terms and Conditions are provided in Attachments to this solicitation. These are for informational purposes only and will be negotiated with other Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offerors shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.

SimplexGrinnell understands we may be required to negotiate additional Terms and Conditions of participating states when executing a Participating Addendum.

Our organization's capabilities include service support for annual inspections, testing, and maintenance of all major brands of fire alarm, fire sprinkler, portable fire extinguisher, emergency lighting, access control, closed circuit TV, intrusion detection systems, sound and communications equipment. Our trained technicians have extensive expertise in a wide range of low voltage equipment. A large percentage of these technicians have worked for our organization for many years. They use state-of-the-art test equipment to ensure high quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our customers have consistently referred to SimplexGrinnell's life safety services as "Best-Value" for the following reasons:

- Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.
- Experienced technicians ensure that repairs are done right, and in a timely manner.
- Standardized reporting and documentation.
- Customized service plans to meet any customer's needs.
- Central station monitoring dedicated to the critical needs of commercial buildings.

Our wish is to build a long-term relationship, providing you with the certainty that the Life Safety systems in your facilities are functioning at their optimum level.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron W. Saak". The signature is fluid and cursive.

Aaron W. Saak
President, Tyco SimplexGrinnell

Proposal For:

NASPO ValuePoint
Security & Fire Protection Services
Nevada Solicitation Number 3407

Part II– Cost Proposal

Electronic on a Flash Drive

Submitted to:

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

Date:

May 23, 2017

Submitted by:



50 Technology Drive
Westminster, MA 01441

Contact Name and Phone Number:

Name: Mr. Thomas Staves

Phone: (443) 676-8813

Email: tstaves@simplexgrinnell.com

SimplexGrinnell Corporate Address:



50 Technology Drive
Westminster, MA 01441

1. Section I – Cost Proposal

1.1 Attachment C – Cost

Our team understands the RFP requires the following:

Section 2 - Solicitation Requirements, Information and Instructions to Offerors

2.11.4 PART II – COST PROPOSAL

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

Section I – Cost Proposal

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

Amendment 1

Question 17 Per Attachment C - Cost per category, we have the following question:

All categories call for maintenance and monitoring to be priced by a unit of monthly cost. Maintenance agreements for access control and surveillance systems are typically priced as a percentage of the project on an ongoing annual basis. Can we add a unit price as a percentage of the proposed system?

Answer - Attachment C ~ Cost Revised. Proposing vendors must use the attached updated cost sheet.

We have submitted Attachment C – Cost revised from amendment 1 on the following pages.

Vendor Name: SimplexGrinnell

Nationwide or Region or State Proposed: Nationwide

Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees .

Category 1 - Access Control Systems

	Per Hour
Normal Business Hours (8:00am - 5:00pm M-F)	\$133.00
After Hours (5:01pm - 7:59am M-F) Including Saturday	\$199.50
Sunday/Holiday Hours	\$266.00

Other miscellaneous labor service description (if applicable):

Prevailing Wage Add to Above Base Rates (NTE depending upon location and job description where service is being performed)	\$55.00
Design NTE	\$139.91
Install NTE	\$208.42
CAD NTE	\$132.80
Commissioning NTE	\$208.42
Proj/Const Mgmt NTE	\$158.76

Maintenance Work (Non-Warranty)

	Per Hour
Hourly rate for telephone consultation only	N/C
Normal Business Hours (8:00am - 5:00pm M-F)	\$133.00
After Hours (5:01pm - 7:59am M-F) Including Saturday	\$199.50
Sunday/Holiday Hours	\$266.00

	Per Month
Costs for Maintenance and Monitoring	Various
Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)	30.00%

PENALTY FOR IMPROPER PRICING:

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

Vendor Name: SimplexGrinnell

Nationwide or Region or State Proposed: Nationwide

Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees .

Category 2 - Burglar Alarms

	Per Hour
Normal Business Hours (8:00am - 5:00pm M-F)	\$133.00
After Hours (5:01pm - 7:59am M-F) Including Saturday	\$199.50
Sunday/Holiday Hours	\$266.00

Other miscellaneous labor service description (if applicable):

Prevailing Wage Add to Above Base Rates (NTE depending upon location and job description where service is being performed)	\$55.00
Design NTE	\$139.91
Install NTE	\$208.42
CAD NTE	\$132.80
Commissioning NTE	\$208.42
Proj/Const Mgmt NTE	\$158.76

Maintenance Work (Non-Warranty)

	Per Hour
Hourly rate for telephone consultation only	N/C
Normal Business Hours (8:00am - 5:00pm M-F)	\$133.00
After Hours (5:01pm - 7:59am M-F)	\$199.50
Weekend/Holiday Hours	\$266.00
	Per Month
Costs for Maintenance and Monitoring	Various
Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)	30.00%

PENALTY FOR IMPROPER PRICING:

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

Vendor Name: SimplexGrinnell

Nationwide or Region or State Proposed: Nationwide

Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees .

Category 3 - Surveillance Services & Equipment

	Per Hour
Normal Business Hours (8:00am - 5:00pm M-F)	\$133.00
After Hours (5:01pm - 7:59am M-F) Including Saturday	\$199.50
Sunday/Holiday Hours	\$266.00

Other miscellaneous labor service description (if applicable):

Prevailing Wage Add to Above Base Rates (NTE depending upon location and job description where service is being performed)	\$55.00
Design NTE	\$139.91
Install NTE	\$208.42
CAD NTE	\$132.80
Commissioning NTE	\$208.42
Proj/Const Mgmt NTE	\$158.76

Maintenance Work (Non-Warranty)

	Per Hour
Hourly rate for telephone consultation only	N/C
Normal Business Hours (8:00am - 5:00pm M-F)	\$133.00
After Hours (5:01pm - 7:59am M-F)	\$199.50
Weekend/Holiday Hours	\$266.00
	Per Month
Costs for Maintenance and Monitoring	Various
Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)	30.00%

PENALTY FOR IMPROPER PRICING:

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

Vendor Name: SimplexGrinnell

Nationwide or Region or State Proposed: Nationwide

Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees .

Category 4 - Portable Fire Extinguishers

	Per Hour
Normal Business Hours (8:00am - 5:00pm M-F)	\$101.00
After Hours (5:01pm - 7:59am M-F) Including Saturday	\$151.50
Sunday/Holiday Hours	\$202.00

Other miscellaneous labor service description (if applicable):

Prevailing Wage Add to Above Base Rates (NTE depending upon location and job description where service is being performed)	\$31.50
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

Maintenance Work (Non-Warranty)

	Per Hour
Hourly rate for telephone consultation only	N/C
Normal Business Hours (8:00am - 5:00pm M-F)	\$101.00
After Hours (5:01pm - 7:59am M-F)	\$151.50
Weekend/Holiday Hours	\$202.00
	Per Month
Costs for Maintenance and Monitoring	Various
Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)	30.00%

PENALTY FOR IMPROPER PRICING:

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

Vendor Name: SimplexGrinnell

Nationwide or Region or State Proposed: Nationwide

Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees .

Category 5 - Fire Extinguishing Systems

	Per Hour
Normal Business Hours (8:00am - 5:00pm M-F)	\$113.00
After Hours (5:01pm - 7:59am M-F) Including Saturday	\$169.50
Sunday/Holiday Hours	\$226.00

Other miscellaneous labor service description (if applicable):

Prevailing Wage Add to Above Base Rates (NTE depending upon location and job description where service is being performed)	\$50.00
Sprinkler Union Rate NTE 8am-5pm	\$133.00
Design NTE	\$129.13
Install NTE	\$181.87
CAD NTE	\$129.13
Commissioning NTE	\$207.55
Proj/Const Mgmt NTE	\$157.77

Maintenance Work (Non-Warranty)

	Per Hour
Hourly rate for telephone consultation only	N/C
Normal Business Hours (8:00am - 5:00pm M-F)	\$113.00
After Hours (5:01pm - 7:59am M-F)	\$169.50
Weekend/Holiday Hours	\$226.00
	Per Month
Costs for Maintenance and Monitoring	Various
Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)	30.00%

PENALTY FOR IMPROPER PRICING:

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

Vendor Name: SimplexGrinnell

Nationwide or Region or State Proposed: Nationwide

Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees .

Category 6 - Fire Sprinkler Systems

	Per Hour
Normal Business Hours (8:00am - 5:00pm M-F)	\$113.00
After Hours (5:01pm - 7:59am M-F) Including Saturday	\$169.50
Sunday/Holiday Hours	\$226.00

Other miscellaneous labor service description (if applicable):

Prevailing Wage Add to Above Base Rates (NTE depending upon location and job description where service is being performed)	\$50.00
Sprinkler Union Rate NTE 8am-5pm	\$133.00
Design NTE	\$129.13
Install NTE	\$181.87
CAD NTE	\$129.13
Commissioning NTE	\$207.55
Proj/Const Mgmt NTE	\$157.77

Maintenance Work (Non-Warranty)

	Per Hour
Hourly rate for telephone consultation only	N/C
Normal Business Hours (8:00am - 5:00pm M-F)	\$113.00
After Hours (5:01pm - 7:59am M-F)	\$169.50
Weekend/Holiday Hours	\$226.00
	Per Month
Costs for Maintenance and Monitoring	Various
Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)	25.00%

PENALTY FOR IMPROPER PRICING:

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

Vendor Name: SimplexGrinnell

Nationwide or Region or State Proposed: Nationwide

Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees .

Category 7 - Fire Alarm/Protective Signaling Systems

	Per Hour
Normal Business Hours (8:00am - 5:00pm M-F)	\$133.00
After Hours (5:01pm - 7:59am M-F) Including Saturday	\$199.50
Sunday/Holiday Hours	\$266.00

Other miscellaneous labor service description (if applicable):

Prevailing Wage Add to Above Base Rates (NTE depending upon location and job description where service is being performed)	\$55.00
Design NTE	\$139.91
Install NTE	\$208.42
CAD NTE	\$132.80
Commissioning NTE	\$208.42
Proj/Const Mgmt NTE	\$158.76

Maintenance Work (Non-Warranty)

	Per Hour
Hourly rate for telephone consultation only	N/C
Normal Business Hours (8:00am - 5:00pm M-F)	\$133.00
After Hours (5:01pm - 7:59am M-F)	\$199.50
Weekend/Holiday Hours	\$266.00
	Per Month
Costs for Maintenance and Monitoring	Various
Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)	30.00%

PENALTY FOR IMPROPER PRICING:

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

Vendor Name: SimplexGrinnell

Nationwide or Region or State Proposed: Nationwide

Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees .

Category 8 - High Security Control Systems

	Per Hour
Normal Business Hours (8:00am - 5:00pm M-F)	\$133.00
After Hours (5:01pm - 7:59am M-F) Including Saturday	\$199.50
Sunday/Holiday Hours	\$266.00

Other miscellaneous labor service description (if applicable):

Prevailing Wage Add to Above Base Rates (NTE depending upon location and job description where service is being performed)	\$55.00
Design NTE	\$139.91
Install NTE	\$208.42
CAD NTE	\$132.80
Commissioning NTE	\$208.42
Proj/Const Mgmt NTE	\$158.76

Maintenance Work (Non-Warranty)

	Per Hour
Hourly rate for telephone consultation only	N/C
Normal Business Hours (8:00am - 5:00pm M-F)	\$133.00
After Hours (5:01pm - 7:59am M-F)	\$199.50
Weekend/Holiday Hours	\$266.00
	Per Month
Costs for Maintenance and Monitoring	Various
Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)	30.00%

PENALTY FOR IMPROPER PRICING:

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

Vendor Name: SimplexGrinnell
 Nationwide or Region or State Proposed: Nationwide

Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees .

Category 9 - Inspections & Monitoring

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

	Per Hour
Normal Business Hours (8:00am - 5:00pm M-F) NTE	\$133.00
After Hours (5:01pm - 7:59am M-F) Including Saturday NTE	\$199.50
Sunday/Holiday Hours NTE	\$266.00

Other miscellaneous labor service description (if applicable):

Prevailing Wage Add to Above Base Rates (NTE depending upon location and job description where service is being performed)	\$55.00
Proj/Const Mgmt NTE	\$158.76
	\$0.00
	\$0.00
	\$0.00
	\$0.00

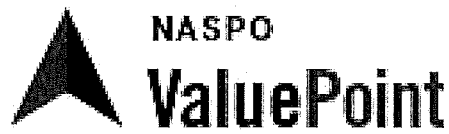
Maintenance Work (Non-Warranty)

	Per Hour
Hourly rate for telephone consultation only	N/C
Normal Business Hours (8:00am - 5:00pm M-F)	\$133.00
After Hours (5:01pm - 7:59am M-F)	\$199.50
Weekend/Holiday Hours	\$266.00

	Per Month
Costs for Maintenance and Monitoring	Various
Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)	25% Sprinkler 30% All other Products

PENALTY FOR IMPROPER PRICING:

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



NASPO ValuePoint Master Agreement Amendment # 1

**State of Nevada Department of Administration,
Purchasing Division (Lead State)**

515 E. Musser St, Rm 300

Carson City, NV 89701

Contact: Ronda Miller, Purchasing Officer II

Phone: (775) 684-0182 Fax: (775) 684-0188

Email: rlmiller@admin.nv.gov

and

Johnson Controls Fire Protection

50 Technology Drive

Westminster, MA 01441

Contact: Tom Staves, National Sales Manager/State Cooperative Contracts

Phone: (443) 676-8813 Fax: N/A

Email: thomas.staves@jci.com

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract resulting from Request for Proposal #3407 and dated August 15, 2017, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:
 - A. This amendment is to extend the current contract an additional three (3) years for a contract term date of July 31, 2022.
2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

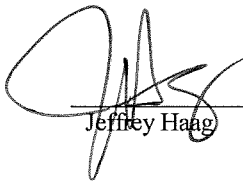
IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Independent Contractor Approval:

Thomas L. Staves 2/23/2019
Independent Contractor's Signature Date

National Mgr., State Cooperative Contracts
Independent Contractor's Title

State of Nevada (Lead State) Approval:

 2-28-2019
Jeffrey Haag Date

CPO, NV State Purchasing Administrator

Approved as to form by:

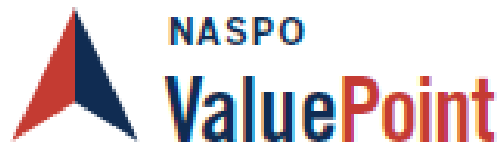
 2/25/19
Date

Deputy Attorney General for Attorney General



The State of Nevada
Department of Administration, Purchasing Division

In conjunction with



Request for Proposals

Nevada Solicitation Number 3407

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

Release Date: March 22, 2017

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RFP Administrative Information

RFP Title:	Security & Fire Protection Services
RFP Project Description: (See Section 1.1)	The State of Nevada, in conjunction with NASPO ValuePoint, is seeking vendors to provide Security & Fire Protection Services and related equipment.
RFP Lead: (See Section 1.2)	Ronda Miller Nevada State Purchasing 515 E. Musser St, Rm 300 Carson City, NV 89701 E-mail: rlmiller@admin.nv.gov Phone: 775-684-0182
Submit sealed proposal (if submitting manually): MANUAL PROPOSALS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY THE NEVADA DIVISION OF PURCHASING PRIOR TO THE CLOSING DATE AND TIME.	Address for Courier: 515 E. Musser St, Rm 300 Carson City, NV 89701 Address for US Mail: 515 E. Musser St, Rm 300 Carson City, NV 89701
1 st Set of Questions Deadline: 2 nd Set of Question Deadline: (See Section 1.3 and 2.1)	April 4, 2017 @ 12:00 p.m. April 20, 2017 @ 12:00 p.m.
Question & Answers: (See Section 2.1)	All questions, including those about Terms and Conditions, must be submitted on the following webpage http://purchasing.nv.gov . Question must be submitted by the question deadline date
RFP Closing Date: (See Section 1.3)	May 23, 2017
RFP Closing Time:	2:00 p.m. Pacific Time
Initial Term of Contract and Renewals: (See <i>Attachment A</i> , Section 3)	The initial term of the Contract will be two (2) years with the option, upon mutual written agreement, for three (3) additional years. Upon mutual agreement, the contract may be extended or amended.
TAKE NOTE OF THE 0.25% NASPO VALUEPOINT ADMINISTRATIVE FEE DETAILED IN SECTION 6 OF THE NASPO VALUEPOINT STANDARD TERMS AND CONDITIONS, WHICH MUST BE INCORPORATED INTO YOUR BASE PRICE. OTHER STATES, MAY NEGOTIATE ADDITIONAL ADMINISTRATIVE FEES IN THEIR PARTICIPATING ADDENDA FOLLOWING AWARD OF A MASTER AGREEMENT.	

REQUEST FOR PROPOSAL Security & Fire Protection Services

Solicitation # 3407

Section 1: NASPO ValuePoint Solicitation - General Information

1.1. Purpose

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

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

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

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

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

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

resulting Master Agreement. The Lead State Contract Administrator designated by the State of Nevada Purchasing Division is:

Ronda Miller, Purchasing Officer II
State of Nevada, Purchasing Division
515 E. Musser St., Rm 300
Carson City, NV 89701
rmiller@admin.nv.gov
775-684-0182 775-684-0188

1.3 Schedule of Events

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

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

1.4. Definitions

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

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

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

Proposer has the same meaning as Offeror.

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

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

Vendor has the same meaning as Offeror.

1.5. NASPO ValuePoint Background Information

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

1.6. Participating States

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

1.7. Anticipated Usage

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

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

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

Section 2: Solicitation Requirements, Information and Instructions to Offerors

2.1 RFP Question and Answer Process

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

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

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

2.2 RFP Addenda

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

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

2.3 Questions and Answers

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

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

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

2.4 Proposal Due Date

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

2.5 Cancellation of Procurement

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

2.6 Governing Laws and Regulations

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

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

2.7 Firm Offers

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

2.8 Right to Accept All or Portion of Proposal

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

2.9 Proposal Content and Format Requirements

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

2.10 Proposal Submission Instructions

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

2.11 Required Format

2.11.1 General Submission Requirements

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

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

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

2.11.2 PART I A – TECHNICAL PROPOSAL

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

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

Section I — Table of Contents

An accurate and updated table of contents must be provided.

Section II – Vendor Information Sheet

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

Section III – State Documents

The State documents tab must include the following:

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

Section IV - Section 3 – Scope of Work

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

Section V– Section 4 – Company Background and References

Vendors must place their written response(s) in bold/italics immediately

following the applicable RFP question, statement and/or section. This section must also include the requested information in Subcontractor Information, if applicable.

Section VI – Other Informational Material

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

2.11.3 PART IB – CONFIDENTIAL TECHNICAL PROPOSAL

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

Section I – Confidential Technical

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

2.11.4 PART II – COST PROPOSAL

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

Section I – Cost Proposal

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

2.11.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION

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

Section I –Financial Information and Documentation

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

2.11.6 PROPOSAL PACKAGING

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

Ronda Miller, Purchasing Officer II State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3407
OPENING DATE:	May 23, 2017
OPENING TIME:	2:00 PM
FOR:	Security & Fire Protection Services
VENDOR'S NAME:	

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

2.12 Ownership or Disposition of Proposals and other Materials submitted

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

2.13 Confidential or Proprietary Information

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

- Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

2.14 Offeror Exceptions to Terms and Conditions

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

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

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

2.15 Certification of Non-Debarment

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

Does any of the above apply to your company?

Yes		No	
-----	--	----	--

If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

Question	Response
Date of alleged contract	

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

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

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

Section 3: Evaluation and Award

3.1 Right to Waive Minor Irregularities

The Lead State in its sole discretion reserves the right to waive minor irregularities in the Proposal, which include but are not limited to corrections of deficiencies or clarification of ambiguities that in the judgment of the Lead State do not require a comprehensive proposal rewrite. The Lead State also reserves the right in its sole discretion to waive certain mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and the failure to do so does not materially affect the procurement.

3.2 Discussions with Offerors

In the initial phase of the evaluation process, the Lead State will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

The Lead State reserves the right to award on receipt of initial proposals without an opportunity

for discussion or proposal revision, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

3.3 Award of Master Agreement(s)

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 proposals.

Upon award of contracts, proposal files are public records and available for review at the offices of the Lead State by appointment.

3.4 Evaluation Process

The information in this section does not need to be returned with the vendor's proposal.

Proposals shall be consistently evaluated and scored in accordance with NRS 333.335(3) based upon the following criteria:

- Demonstrated competence
- Experience in performance of comparable engagements
- Conformance with the terms of this RFP
- Reporting
- Cost

Note: Financial stability will be scored on a pass/fail basis.

Proposals shall be kept confidential until a contract is awarded.

The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; 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. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada per NRS 333.335(5).

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

Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. Refer generally to NRS 333.335.

Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive per NAC 333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors. Any modifications made to the original proposal during the best and final negotiations will be included as part of the contract.

3.5 Notice of Intent to Award

A Notification of Intent to Award shall be issued in accordance with NAC 333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

3.6 Protest

Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

3.7 Post Award Formalization of the Master Agreement

The Lead State reserves the right during contract negotiation of the Master Agreement to adjust terms and conditions that would not (in the Lead State's judgment) have a material effect on price, schedule, scope of work, or risk to the Lead State and Participating States, with materiality defined in terms of the effect on the evaluation and award. The Lead State reserves the right to accept contract or pricing changes that are more favorable to the Lead State and NASPO ValuePoint.

If no Master Agreement is reached with the apparent awardee, the Lead State may negotiate with other Offerors or elect to make no award under this RFP.

Section 4: Administrative and Technical Response Requirements

4.1 Mandatory Minimum Administrative Proposal Requirements

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

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

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

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

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

4.2 NASPO ValuePoint Master Agreement Statement of Compliance

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

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

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

4.2.a Insurance

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

4.2.b NASPO ValuePoint Administrative Fee and Reporting Requirements

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

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

4.2.c NASPO ValuePoint eMarket Center

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

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

4.3 Participating State Terms and Conditions

As a courtesy to Offerors, some Participating State specific Terms and Conditions are provided in Attachments to this solicitation. These are for informational purposes only and will be negotiated with other Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offerors shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.

4.4 Technical Requirements

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

4.4.1 Offeror Profile

Provide the following information specific to your company:

- a. Your company’s full legal name
- b. Primary business address
- c. Describe your company ownership structure
- d. Employee size (number of employees)
- e. Website
- f. Sales contact information
- g. Your client retention rate during the past 3 years
- h. A brief history of your company and the year it was founded
- i. Describe your company’s growth during the past three years.

4.4.1a Subcontractor Information

Does this proposal include the use of subcontractors?

Yes		No	
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If “Yes”, vendor must:

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

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

- Describe the relevant contractual arrangements;
- Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and
- Describe your previous experience with subcontractor(s).
- Vendors must describe the methodology, processes and tools utilized for:
- Selecting and qualifying appropriate subcontractors for the project/contract;
- Ensuring subcontractor compliance with the overall performance objectives for the project;

- Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and
- Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State’s request, the State will be notified of such payments.

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

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

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

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

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

4.4.1b Business References

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

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

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

Reference #:			
Company Name:			
<i>Identify role company will have for this RFP project (Check appropriate role below):</i>			
	<i>VENDOR</i>		<i>SUBCONTRACTOR</i>
Project Name:			
Primary Contact Information			

Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	
Original Project/Contract Start Date:	
Original Project/Contract End Date:	
Original Project/Contract Value:	
Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	

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

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

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

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

4.4.1c Vendor Staff Resumes

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

A. Key Personnel

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

- A representative of the contractor authorized to bind the company will notify the Lead State in writing of the change in key personnel.
- The Lead State may accept the change of the key personnel by notifying the contractor in writing.
- The signed acceptance will be considered to be an update to the key personnel and will not require a contract amendment. A copy of the acceptance must be kept in the official contract file.
- Replacements to key personnel are bound by all terms and conditions of the contract and any subsequent issue resolutions and other project documentation agreed to by the previous personnel.
- If key personnel are replaced, someone with comparable skill and experience level must replace them.
- At any time that the contractor provides notice of the permanent removal or resignation of any of the management, supervisory or other key professional personnel and prior to the permanent assignment of replacement staff to the contract, the contractor shall provide a resume and references for a minimum of two (2) individuals qualified for and proposed to replace any vacancies in key personnel, supervisory or management position.
- Upon request, the proposed individuals will be made available within five (5) calendar days of such notice for an in-person interview with Lead State staff at no cost to the Lead State.

- The Lead State will have the right to accept, reject or request additional candidates within five (5) calendar days of receipt of resumes or interviews with the proposed individuals, whichever comes later.
- A written transition plan must be provided to the Lead State prior to approval of any change in key personnel.
- The State reserves the right to have any contract or management staff replaced at the sole discretion and as deemed necessary by the State.

4.4.2 Customer Service

- a. What are your hours of operation and when are key account people available to us?
- b. Describe how problem identification and resolution will be handled.
- c. How will you service our account? Describe the system you will use to manage our account.
- d. How do you respond to customer complaints and service issues?
- e. How do you assess customer satisfaction?
- f. What are your quality assurance measures and how are they handled in your organization.

4.4.3 Scope of Work

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

4.4.4 Promotion of the NASPO ValuePoint Master Agreement

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

- a. Briefly describe how you intend to promote the use of the Master Agreement.

- b. Knowing that state procurement officials (CPO) must permit use of the Master Agreement in their state, how will you integrate the CPO's permission into your plan for promoting the agreement?
- c. Public entities are sensitive to "scope" issues, that is, whether performance is within the intended scope of the solicitation as awarded. In the context of your method of promoting agreements of this nature, how would you clarify any questions regarding the scope the agreement with respect to any potential order?
- d. How will your company manage due dates for administrative fee payments and usage reports?
- e. Through its Cooperative Development Coordinators and Education & Outreach team, NASPO ValuePoint assists Lead States by engaging vendors in strategies aimed at promoting master agreements. What opportunities and/or challenges do you see in working with NASPO ValuePoint staff in this way?

4.4.5 Usage Fee and Reporting Plan

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

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

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

Section 5: Price and Cost Proposal

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

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

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

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

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

5.1 Price and Rate Guarantee Period

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



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

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

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

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

2. Definitions

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

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

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

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

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

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

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

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

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

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

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

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

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

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

- a. The initial term of this Master Agreement is for two (2) years. This Master Agreement may be extended beyond the original contract period for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.
- b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

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

5. Participants and Scope

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

Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

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

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

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

g. **Resale.** “Resale” means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor’s proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity’s laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

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

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

7. NASPO ValuePoint Summary and Detailed Usage Reports

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

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

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

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

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

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

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

8. NASPO ValuePoint Cooperative Program Marketing and Performance Review

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

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

9. NASPO ValuePoint eMarket Center

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

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

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

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

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

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

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

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering

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

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

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

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

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

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

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

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

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Shipping and Delivery

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

fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

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

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

15. Laws and Regulations

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

16. Inspection and Acceptance

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

b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

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

d. The warranty period shall begin upon Acceptance.

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

17. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Warranty

Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or

replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

19. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

20. License of Pre-Existing Intellectual Property

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

General Provisions

21. Insurance

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

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

1. Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage and broad form contractual liability coverage.
 - General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:
"The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
2. Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
- | | |
|-----------------------------|-------------|
| Combined Single Limit (CSL) | \$1,000,000 |
|-----------------------------|-------------|
- a. The policy shall be endorsed to include the following additional insured language:
"The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
3. Worker's Compensation and Employers' Liability
- | | |
|-------------------------|-----------|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit | \$500,000 |
- a. Policy shall contain a waiver of subrogation against the State of Nevada.
 - b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.
4. Professional Liability (Errors and Omissions Liability)
The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.
- | | |
|------------------|-------------|
| Each Claim | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |
- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
5. Network Security (Cyber) and Privacy Liability:
- | | |
|------------------|-------------|
| Per Occurrence | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |
6. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

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

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

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

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

22. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

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

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

23. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

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

24. Public Information

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

25. Assignment/Subcontracts

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

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

26. Changes in Contractor Representation

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

27. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

28. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this

provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

29. Force Majeure

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

30. Defaults and Remedies

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

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

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

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

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

- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

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

31. Waiver of Breach

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

32. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

33. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

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

NASPO ValuePoint), Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

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

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

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

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

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

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

34. No Waiver of Sovereign Immunity

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

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of

any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

35. Governing Law and Venue

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

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

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

36. Assignment of Antitrust Rights

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

37. Contract Provisions for Orders Utilizing Federal Funds

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

38. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of

leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

eMarket Center Appendix

- a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.
- b. Supplier's Interface with the eMarket Center. There is no cost charged by JAGGAER to the Contractor for loading a hosted catalog or integrating a punchout site.
- c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and SciQuest dba JAGGAER to set up an enablement schedule, at which time JAGGAER's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) NASPO ValuePoint and JAGGAER will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to JAGGAER, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data annually to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update annually to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

- d. Revising Pricing and Product Offerings: Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be

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

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

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

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

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

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

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

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

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

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

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

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven JAGGAER for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.

i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several NASPO ValuePoint Participating Entities currently maintain separate JAGGAER eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate JAGGAER catalogs.

ATTACHMENT B

SCOPE OF WORK

Category 1: Access Control Systems

Category 2: Burglar Alarms

Category 3: Surveillance Services & Equipment

Category 4: Portable Fire Extinguishers

Category 5: Fire Extinguishing Systems

Category 6: Fire Sprinkler Systems

Category 7: Fire Alarm/Protective Signaling Systems

Category 8: High Security Control Systems

Category 9: Inspections & Monitoring

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

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

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

For all categories below, the vendor:

- Must ensure that the facilities are in compliance with all existing Participating Entities rules and regulations;
- Must be in compliance with current National Fire Protection Association (NFPA) Standards, Participating Entities Contractor's Board Licensing and Participating Entities State and Local Fire regulations at the time supplies or systems are delivered pursuant to an order under the Master Agreement;
- Must ensure all services are conducted by a State Certified/Licensed Technician;
- Must ensure all services are conducted in accordance with any certification requirements within Participating Entities;

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

A. AGREEMENTS

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

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

- Purchasing Entity may have proprietary equipment. It will be the vendor's responsibility to work with or notify the Purchasing Entity regarding maintenance and repair of proprietary equipment.

B. BACKGROUND CHECKS

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

C. PUBLIC WORKS PROJECTS

- Any projects that are federally funded may be subject to the requirements of Davis-Bacon Act and/or the Davis-Bacon Wage Decision.
- Labor prices for affected projects may be negotiated between the using entity and the contractor, provided the contractor provides adequate documentation for any negotiated increase.
 - Documentation may include payroll records, copies of wage decisions, and/or other information that establishes a clear difference between the contractor's standard wage and the prevailing Davis-Bacon wage for any affected employee for that project.
 - Under no circumstances will that price be increased by an amount higher than the difference between the normal hourly rate and the hourly rate required by the applicable Davis-Bacon Wage Decision.
- Vendors must include in job quotes the standard business hours and prevailing wage rate for the job location. Quotes should include shift differential, if any, for working nights and weekends.
- Jobsites must be cleaned every day.
- Awarded vendor(s) must complete any punch lists within five (5) days of receipt. Exceptions to this standard may be addressed on an individual project basis.

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

D. GENERAL REQUIREMENTS

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

E. PENALTY FOR IMPROPER PRICING

- It is the vendor's responsibility to ensure that all prices proposed for all projects are accurate and consistent with the terms of the contract.

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

F. STANDARD OF PERFORMANCE AND ACCEPTANCE

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

G. TRAVEL

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

H. AUTHORIZATION TO WORK

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

I. SYSTEM COMPLIANCE WARRANTY

Licenser 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.

J. TERMS AND CONDITIONS FOR GOODS

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

K. EXPRESS WARRANTIES

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

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

- Uniformity

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

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

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

Refer to *Attachment A ~ NASPO ValuePoint Master Agreement Terms and Conditions*, Section 33.
- Usage of Trade; Course of Dealings; Implied Warranties

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

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

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

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

Contractor agrees to deliver the goods as indicated in the Contract, and upon acceptance by the State, title to the goods shall pass to the State unless otherwise stated in the Contract. The State shall have the right to inspect the goods on arrival and, within a commercially reasonable time, the State must give notice to Contractor of any claim or damages on account of condition, quality, or grade of the goods, and the State must specify the basis of the claim in detail. Acceptance of the goods is not a waiver of UCC revocation of acceptance rights or of any right

of action that the State may have for breach of warranty or any other cause. Unless otherwise stated in the Contract, risk of loss from any casualty, regardless of the cause, shall be on Contractor until the goods have been accepted and title has passed to the State. If given any, the State agrees to follow reasonable instructions regarding return of the goods.

- No Arrival; No Sale

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

- Price; Taxes; Payment

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

SERVICE CATEGORIES

1.1 CATEGORY 1 – ACCESS CONTROL SYSTEMS

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

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

1.2 CATEGORY 2 – BURGLAR ALARM SYSTEMS

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

- 1.2.1 All aspects of burglar alarm system services.
- 1.2.2 System Monitoring:
 - Provide a 24-hour (UL) station.
 - Provide backup communication, i.e. radio or cell phone.

- 1.2.3 Installation of new systems.
- 1.2.4 Replacement or upgrade of systems.
- 1.2.5 Removal of existing systems.
- 1.2.6 Maintenance and repair (including emergency repairs) of systems.
 - 1.2.6.1 Respond on site to trouble calls within four (4) hours, including weekends and holidays.
 - 1.2.6.2 Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched.
 - 1.2.6.3 Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement.
 - 1.2.6.4 Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location.
- 1.2.7 Integration to existing systems as requested.
- 1.2.8 Provide and install all related equipment and items that are needed to complete work.
- 1.2.9 The authorized Purchasing Entity's representative and/or designee will identify the procedures by which work requests will be assigned.
- 1.2.10 Existing systems must be matched in any new additions or new construction. During renovations, the system in the renovated area being replaced must match the system that is currently in operation and must become an integral part thereof. Vendors must ensure complete connectivity and integration to each existing system in those instances where an addition or upgrade is warranted.
- 1.2.11 Designate a single point of contact who can address the programming needs of alarm systems in use throughout the Purchasing Entity's facilities with a certified tech.
- 1.2.12 Vendors must possess the ability to provide for individual access codes.

1.3 CATEGORY 3 – SURVEILLANCE SERVICES AND EQUIPMENT

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

- 1.3.1 All aspects of cloud-based and video surveillance systems, services and equipment.
- 1.3.2 Installation of new systems.
- 1.3.3 Replacement or upgrade of systems.
- 1.3.4 Removal of existing systems.

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

1.4 CATEGORY 4 - PORTABLE FIRE EXTINGUISHERS

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

- 1.4.1 Providing or replacing portable fire extinguishers;
 - 1.4.1.1 Supply extinguisher.
 - 1.4.1.2 Installation of extinguisher.
 - 1.4.1.3 Removal of any old extinguisher.
- 1.4.2 Maintaining existing portable fire extinguisher;
- 1.4.3 Annual tests and inspections;
- 1.4.4 Periodic internal examination and maintenance as required by state law;
- 1.4.5 Hydrostatic testing of portable fire extinguishers as required by NFPA 10;

- 1.4.6 Vendors will provide users with a receipt for all services performed; and
- 1.4.7 Fire inspection tags will be attached to all inspected fire extinguishers.
- 1.4.8 Vendors must adhere to the following process for the safety of the staff and/or public when extinguishers are being replaced.
 - 1.4.8.1 Replace existing extinguisher with an extinguisher that is of the same size and type temporarily while servicing the extinguisher; and
 - 1.4.8.2 Return the serviced extinguisher to its original location and remove the temporary replacement. It is acceptable to replace the next extinguisher to be serviced at the next location with the newly serviced extinguisher, provided it is of the same size and type, and it may be mounted properly.

1.5 CATEGORY 5 - FIRE EXTINGUISHING SYSTEMS

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

- 1.5.1 Installing new extinguishing systems;
 - 1.5.1.1 Pre-engineered systems.
 - 1.5.1.2 Engineered systems.
- 1.5.2 Replacing extinguishing systems;
- 1.5.3 Retrofitting extinguishing systems;
- 1.5.4 Maintaining extinguishing systems; and
- 1.5.5 Repairing extinguishing systems.

1.6 CATEGORY 6 - FIRE SPRINKLER SYSTEMS

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

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

1.7 CATEGORY 7 – FIRE ALARM/PROTECTIVE HAZARD SIGNALING SYSTEMS

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

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

1.8 CATEGORY 8: HIGH SECURITY CONTROL SYSTEMS

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

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

1.8.2 Maintenance and repair, including emergency repairs of system.

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

1.9 CATEGORY 9: INSPECTIONS & MONITORING

Vendor must:

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

1.9.1 Fire Extinguishing Systems

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

- Pre-engineered systems; and
- Engineered systems.

1.9.2 Fire Sprinkler Systems

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

1.9.2.1 Inspect installed equipment, including alarm devices, sprinkler heads, pipes, insulation, line pressure, unusual wear/corrosion, hose connections, hose racks, fire department connections, and other equipment in accordance with all rules and regulations within the Participating Entities;

1.9.2.2 Provide condition analysis report for all equipment inspected, highlighting any potential repairs needed, including any known rules and/or regulation infractions, noting specific location/equipment and specific rule and/or regulation violated prior to any repairs;

1.9.2.3 Ensure that systems are constantly operational.

1.9.3 Fire Alarm/Protective Signaling Systems

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

1.9.3.1 Inspect installed equipment, including complete testing of all fire alarm initiating devices, supervisory devices, and notification appliances;

1.9.3.2 Inspect fuses, lamps, LED's, control equipment including all wiring, connections and insulation; and

1.9.2.3 Provide the Participating Entities with a test report within 24 hours of completion, unless otherwise agreed upon in writing by both parties.

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

1.9.4 Alarm Monitoring

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

RFP 3407 ~ Pricing Schedule Category 1

EACH PARTICIPATING ENTITY WILL NEGOTIATE TRAVEL. ALL COST ASSOCIATED BELOW (INCLUDING MATERIAL MARKUP) TO INCLUDE SHIPPING, CONFIGURATION, KITTING, PROCESSING, REPORTING, WAREHOUSING, VALUEPOINT AND PARTICIPATING ENTITY FEES

Vendor Name _____

Nationwide or Region or State Proposed _____

Normal Business Hours (8:00 A.M. to 5:00 P.M., M-F) \$ _____/Hour

After Hours (5:01 P.M. to 7:59 A.M., M-F) \$ _____/Hour

Weekend/Holiday Hours \$ _____/Hour

Other miscellaneous labor costs, note service description and rate per hour (if applicable).

Service Description	Rate per Hour

**RFP 3407 ~ Pricing Schedule
Maintenance Work (Non-Warranty)
Category 1**

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Vendor Name _____

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Weekend/Holiday Hours \$ _____/Hour

Costs for Maintenance and Monitoring \$ _____/Month

Materials percentage mark-up
(Receipts for materials may be required by
Participating Entities to be submitted with invoice) _____

PENALTY FOR IMPROPER PRICING

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

RFP 3407 ~ Pricing Schedule Category 2

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Vendor Name _____

Nationwide or Region or State Proposed _____

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Weekend/Holiday Hours \$ _____/Hour

Other miscellaneous labor costs, note service description and rate per hour (if applicable).

Service Description	Rate per Hour

RFP 3407 ~ Pricing Schedule
Maintenance Work (Non-Warranty)
Category 2

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RFP 3407 ~ Pricing Schedule
Category 3

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Vendor Name _____

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Weekend/Holiday Hours \$ _____/Hour

Other miscellaneous labor costs, note service description and rate per hour (if applicable).

Service Description	Rate per Hour

**RFP 3407 ~ Pricing Schedule
Maintenance Work (Non-Warranty)
Category 3**

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RFP 3407 ~ Pricing Schedule Category 4

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Vendor Name _____

Nationwide or Region or State Proposed _____

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Weekend/Holiday Hours \$ _____/Hour

Other miscellaneous labor costs, note service description and rate per hour (if applicable).

Service Description	Rate per Hour

**RFP 3407 ~ Pricing Schedule
Maintenance Work (Non-Warranty)
Category 4**

EACH PARTICIPATING ENTITY WILL NEGOTIATE TRAVEL. ALL COST ASSOCIATED BELOW (INCLUDING MATERIAL MARKUP) TO INCLUDE SHIPPING, CONFIGURATION, KITTING, PROCESSING, REPORTING, WAREHOUSING, VALUEPOINT AND PARTICIPATING ENTITY FEES

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RFP 3407 ~ Pricing Schedule Category 5

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Vendor Name _____

Nationwide or Region or State Proposed _____

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Weekend/Holiday Hours \$ _____/Hour

Other miscellaneous labor costs, note service description and rate per hour (if applicable).

Service Description	Rate per Hour

RFP 3407 ~ Pricing Schedule
Maintenance Work (Non-Warranty)
Category 5

EACH PARTICIPATING ENTITY WILL NEGOTIATE TRAVEL. ALL COST ASSOCIATED BELOW (INCLUDING MATERIAL MARKUP) TO INCLUDE SHIPPING, CONFIGURATION, KITTING, PROCESSING, REPORTING, WAREHOUSING, VALUEPOINT AND PARTICIPATING ENTITY FEES

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RFP 3407 ~ Pricing Schedule Category 6

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Weekend/Holiday Hours \$ _____/Hour

Other miscellaneous labor costs, note service description and rate per hour (if applicable).

Service Description	Rate per Hour

RFP 3407 ~ Pricing Schedule
Maintenance Work (Non-Warranty)
Category 6

EACH PARTICIPATING ENTITY WILL NEGOTIATE TRAVEL. ALL COST ASSOCIATED BELOW (INCLUDING MATERIAL MARKUP) TO INCLUDE SHIPPING, CONFIGURATION, KITTING, PROCESSING, REPORTING, WAREHOUSING, VALUEPOINT AND PARTICIPATING ENTITY FEES

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RFP 3407 ~ Pricing Schedule Category 7

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Vendor Name _____

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Weekend/Holiday Hours \$ _____/Hour

Other miscellaneous labor costs, note service description and rate per hour (if applicable).

Service Description	Rate per Hour

**RFP 3407 ~ Pricing Schedule
Maintenance Work (Non-Warranty)
Category 7**

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RFP 3407 ~ Pricing Schedule Category 8

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Vendor Name _____

Nationwide or Region or State Proposed _____

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After Hours (5:01 P.M. to 7:59 A.M., M-F) \$ _____/Hour

Weekend/Holiday Hours \$ _____/Hour

Other miscellaneous labor costs, note service description and rate per hour (if applicable).

Service Description	Rate per Hour

RFP 3407 ~ Pricing Schedule
Maintenance Work (Non-Warranty)
Category 8

EACH PARTICIPATING ENTITY WILL NEGOTIATE TRAVEL. ALL COST ASSOCIATED BELOW (INCLUDING MATERIAL MARKUP) TO INCLUDE SHIPPING, CONFIGURATION, KITTING, PROCESSING, REPORTING, WAREHOUSING, VALUEPOINT AND PARTICIPATING ENTITY FEES

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RFP 3407 ~ Pricing Schedule Category 9

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Vendor Name _____

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Weekend/Holiday Hours \$ _____/Hour

Other miscellaneous labor costs, note service description and rate per hour (if applicable).

Service Description	Rate per Hour

RFP 3407 ~ Pricing Schedule
Maintenance Work (Non-Warranty)
Category 9

EACH PARTICIPATING ENTITY WILL NEGOTIATE TRAVEL. ALL COST ASSOCIATED BELOW (INCLUDING MATERIAL MARKUP) TO INCLUDE SHIPPING, CONFIGURATION, KITTING, PROCESSING, REPORTING, WAREHOUSING, VALUEPOINT AND PARTICIPATING ENTITY FEES

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VENDOR INFORMATION SHEET FOR RFP 3407

Vendor Must:

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

V1	Company Name	
----	--------------	--

V2	Street Address	
----	----------------	--

V3	City, State, ZIP	
----	------------------	--

V4	Telephone Number	
	Area Code:	Number:

V5	Facsimile Number	
	Area Code:	Number:

V6	Toll Free Number	
	Area Code:	Number:

V7	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>	
	Name:	
	Title:	
	Address:	
Email Address:		

V8	Telephone Number for Contact Person	
	Area Code:	Number:

V9	Facsimile Number for Contact Person	
	Area Code:	Number:

V10	<i>Name of Individual Authorized to Bind the Organization</i>	
	Name:	Title:

V11	<i>Signature (Individual must be legally authorized to bind the vendor per NRS 333.337)</i>	
	Signature:	Date:

ATTACHMENT H – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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

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

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

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

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

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

Part IB – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

A Public Records CD or Flash Drive has been included for the Technical and Cost Proposal			
YES		NO (See note below)	
<i>Note: By marking “NO” for Public Record CD or Flash Drive included, you are authorizing the State to use the “Master CD or Flash Drive” for Public Records requests.</i>			

Part III – Confidential Financial Information			
YES		NO	
Justification for Confidential Status			

Company Name

Signature

Print Name

Date

ATTACHMENT F – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
- (7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Vendor Company Name

Vendor Signature

Print Name

Date



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

PART A – TO BE COMPLETED BY PROPOSING VENDOR – *Please type or print*

Name of Company Submitting Proposal:	
---	--

**PART B – IF APPLICABLE, NAME OF COMPANY ACTING AS SUBCONTRACTOR
FOR VENDOR IDENTIFIED IN PART A – *Please type or print***

Name of Subcontractor:	
-------------------------------	--

PART C – BUSINESS REFERENCE INSTRUCTIONS

- | | |
|----|--|
| 1. | This Reference Questionnaire is being submitted to your organization for completion as a business reference for the company listed in Part A or Part B, above. |
| 2. | Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:

State of Nevada, Purchasing Division
Subject: RFP 3407
Attention: Purchasing Division
Email: rfdocs@admin.nv.gov
Fax: 775-684-0188

Please reference the RFP number in the subject line of the email or on the fax. |
| 3. | The completed Reference Questionnaire MUST be received <i>no later than 4:30 PM PT September 8, 2014.</i> |
| 4. | Do NOT return the Reference Questionnaire to the Proposer (Vendor). |
| 5. | In addition to the Reference Questionnaire, the State may contact references by phone for further clarification, if necessary. |
| 6. | Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page. |
| 7. | When contacting the State, please be sure to include the RFP number listed at the top of this page. |
| 8. | We request all questions be answered. If an answer is not known please answer as “U/K”. If the question is not applicable please answer as “N/A”. |
| 9. | If you need additional space to answer a question or provide a comment, please attach additional pages. If attaching additional pages, please place your company/organization name on each page and reference the RFP # noted at the top of this page. |

PART D – COMPANY PROVIDING REFERENCE – *Please type or print*
CONFIDENTIAL INFORMATION WHEN COMPLETED

Company Providing Reference:	
Contact Name:	
Title:	
Contact Telephone:	
Contact Email Address:	

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

RATING SCALE:

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

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

PART E – QUESTIONS:

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

2. Rate the firm’s knowledge and expertise.	RATING:
Comments:	

3. Rate the vendor’s flexibility relative to changes in the project scope and timelines.	RATING:
Comments:	

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

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

6. Rate your satisfaction with the products developed by the vendor.	RATING:
Comments:	

7. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. <i>(This pertains to delays under the control of the vendor.)</i>	RATING:
Comments:	

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

9. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted.	RATING:
Comments:	

10. Rate the accuracy and timeliness of the vendor's billing and/or invoices.	RATING:
Comments:	

11. Rate the vendor's ability to quickly and thoroughly resolve a problem related to the services provided.	RATING:
Comments:	

12. Rate the vendor's flexibility in meeting business requirements.	RATING:
Comments:	

13. Rate the likelihood of your company/organization recommending this vendor to others in the future.	RATING:
Comments:	

14. With which aspect(s) of this vendor's services are you most satisfied?
Comments:

15. With which aspect(s) of this vendor's services are you least satisfied?
Comments:

16. Would you recommend this vendor to your organization again?
Comments:

PART F – GENERAL INFORMATION:

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

PROPOSED STAFF RESUME FOR RFP XXXX

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

Company Name Submitting Proposal:	
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Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:		Subcontractor:	
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The following information requested pertains to the individual being proposed for this project.

Name:		Key Personnel: (Yes/No)	
Individual's Title:			
# of Years in Classification:		# of Years with Firm:	

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

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

Insert required information here.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

Insert here relevant experience as it relates to this project.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

Insert here the requested educational information.

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Insert here any certifications proposed individual has received.

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Insert here a minimum of three (3) references with the above information.

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)		State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable 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)
LIST PRICE/MSRP/CATALOG PRICE		List Price - US Currency (\$99999.999) [determined by industrial practice for each contract - uniform for each contract]
NASPO ValuePoint PRICE		NASPO ValuePoint Price- US Currency (\$99999.999)
QUANTITY		Quantity Invoiced (99999.999)
TOTAL PRICE		Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$999999999.999)
NASPO ValuePoint ADMIN FEE		Administrative Fee based on Total Price - US Currency (\$999999.999)
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

PARTICIPATING ADDENDUM

(hereinafter "Addendum")

For

NASPO VALUEPOINT Add description of goods & services

MASTER AGREEMENT NO. Add contract no.

(hereinafter "Master Agreement")

Between

Insert Contractor Name

(hereinafter "Contractor")

and

State of Hawaii

(hereinafter "Participating State")

State of Hawaii, State Procurement Office (SPO) Price List Contact No. add PL No.

This Addendum will add the State of Hawaii as a Participating State to purchase from the NASPO ValuePoint Master Agreement Number **insert contract number** with **insert contractor name**.

1. Scope:

This addendum covers NASPO ValuePoint **describe services** lead by **insert lead State** for use by state agencies and other entities located in the Participating State authorized by the state's statutes to utilize state contracts.

2. Participation:

All jurisdictions located within the State of Hawaii, which have obtained prior written approval by its Chief Procurement Officer, will be allowed to purchase from the Master Agreement. Private nonprofit health or human services organizations with current purchase of service contracts governed by Hawaii Revised Statutes (HRS) chapter 103F are eligible to participate in the SPO price/vendor list contracts upon mutual agreement between the Contractor and the non-profit. (Each such participating jurisdiction and participating nonprofit is hereinafter referred to as a "Participating Entity"). Issues of interpretation and eligibility for participation are solely within the authority of the Administrator, State Procurement Office.

3. Changes: **Replace with specific changes or statements that no changes are required**

A. Usage Reports. Contractor shall submit a quarterly gross sales report (including zero dollar sales) in EXCEL to the contact person listed in the Participating Addendum, Paragraph 6 (or as amended) in accordance with the following schedule (or as requested):

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The report shall identify each transaction and include the following information:

Department/Agency Name
Date of Purchase
Product/Service Description
Quantity
Unit of Measure
Item No. Part Number (if applicable)
MSRP List Price
NASPO ValuePoint Contract Price

The quarterly report shall also include any adjustment from prior periods (i.e. exchanges and/or return).

- B. The validity of this Addendum, any of its terms or provisions, as well as the right and duties of the parties in this Addendum, shall be governed by the laws of the State of Hawaii. A copy of the Attorney General's General Conditions, which is made a part of this Addendum, can be found at <http://spo.hawaii.gov/wp-content/uploads/2014/02/103D-General-Conditions.pdf>. Any action at law or in equity to enforce or interpret the provisions of this Addendum shall be brought in a court of competent jurisdiction in Honolulu, Hawaii.
- C. Inspection of Facilities. Pursuant to HRS § 103D-316, the Participating State, at reasonable times, may inspect the part of the plant or place of business of the Contractor or any subcontractor that is related to the performance of a Master Agreement and this Addendum.
- D. Campaign Contributions. The Contractor is notified of the applicability of HRS § 11-355, which prohibits campaign contributions from Contractor during the term of the Addendum if the contractor is paid with funds appropriated by the Hawaii State Legislature.
- E. Purchases by State of Hawaii government entities under this Master Agreement is not mandatory. This Addendum is secondary and non-exclusive.
- F. The State of Hawaii's purchasing card (pCard) is required to be used by the State's executive departments/agencies (excluding the Department of Education, the Hawaii Health System Corporation, the Office of Hawaiian Affairs, and the University of Hawaii) for all orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit or issue a purchase order.

Contractor(s) shall forward original invoice(s), directly to the ordering agency. General excise tax shall not be applied to the delivery charge.

Pursuant to HRS § 103-10, Participating State and any agency of the Participating State or any county, shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. Any interest for delinquent payment shall be as allowed by HRS § 103-10.

G. Pursuant to HRS §103D-310(c), if Contractor is doing business in the Participating State, Contractor is required to comply with all laws governing entities doing business in the Participating State, including the following HRS chapters.

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Workers' Compensation;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and

A Certificate of Good Standing is required for entities doing business in the State.

The Hawaii Compliance Express (HCE) is utilized for verification of compliance. The SPO will conduct periodic checks to confirm Contractor's compliance on HCE throughout the term of the Addendum.

Alternatively, Contractors not utilizing HCE to demonstrate compliance shall provide paper certificates to the SPO as instructed below. All certificates must be valid on the date it is received by the SPO. All applications for applicable clearances are the responsibility of the Contractor.

HRS Chapter 237 tax clearance requirement. Pursuant to Section 103D-328, HRS, Contractor shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate.

The Tax Clearance Application, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements. Pursuant to Section 103D-310(c) Contractor shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the SPO.

The DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. Contractor shall be required to submit a Certificate of Good Standing (COGS) issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) – Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Offeror must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate.

For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

H. Effective Date and Contract Period. This Addendum is effective upon the date of execution by the Participating State and shall continue for the term set forth in the Master Agreement.

4. Licensing

Offerors(Bidders) and Contractors must be properly licensed and capable of performing the Work as described in the RFP(IFB), at the time of submission of the Proposal(Bid), in accordance with the Professional and Vocational licensing laws of the state. Contractors under Participating Addendums must maintain any and all required licenses through the duration of the contract and Participating Addendum.

5. Lease Agreements:

Leasing is not authorized by this Addendum

6. Primary Contact:

The primary contact individuals for this Addendum are as follows (or their named successors:

Participating State

Name: Name of purchasing specialist
Address: State Procurement Office
1151 Punchbowl Street, Room 416
Honolulu, HI 96813
Telephone: phone number
Fax: (808) 586-0570
E-Mail: specialist e-mail address

Contractor

Name:
Address:
Telephone:
Fax:
E-Mail:

7. Subcontractors:

Subcontractors are (or are not) allowed under this Addendum.

8. Freight Charges (unless otherwise stated in the master contract):

Prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of a full order originally shipped without transportation charges (that failed to ship with the original order, thereby becoming back-ordered) will also be shipped without transportation charges.

9. Purchase Order and Payment Instructions:

All purchase orders issued by Participating Entities under this Addendum shall include the Participating State contract number: SPO Price List Contract No. 16-07 and the NASPO ValuePoint Master Agreement Number 06913.

- Purchase Orders and Payments shall be made to **add contractor name** or authorized subcontractors, if any.

10. Participating Entity as Individual Customer:

Each Participating Entity shall be treated as an individual customer. Except to the extent modified by this Addendum, each Participating Entity will be responsible to follow the terms and conditions of the Master Agreement; and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities. Each Participating Entity will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for their purchases. The Contractor will apply the charges to each Participating Entity individually.

11. Entire Contract:

This Addendum, the Master Agreement, and the Attorney General's General Conditions, set forth the entire agreement, and all the conditions, understandings, promises, warranties and representations among the parties with respect to this Addendum and the Master Agreement, and supersedes any prior communications, representations or agreements whether, oral or written, with respect to the subject matter hereof.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum, the Master Agreement, and the Attorney General's General Conditions that are included in any purchase order or other document shall be void. The terms and conditions of this Addendum, the Master Agreement, and the Attorney General's General Conditions, shall govern in the case of any such inconsistent, contrary, or additional terms.

IN VIEW OF THE ABOVE, the parties execute this Addendum by their signatures, on the dates below.

Participating State: STATE OF HAWAII	Contractor:
Signature:	Signature:
Name: SARAH ALLEN	Name:
Title: Administrator, SPO	Title:
Date:	Date:

APPROVED AS TO FORM:

Deputy Attorney General

SAMPLE

State of Maine Participating Addendum Additional Terms

- i. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows.
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.
- Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.
- D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.
- E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.
- ii. **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.
- iii. **STATE HELD HARMLESS.** The contractor shall release, protect, indemnify and hold NASPO Value Point and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.
- iv. **NON-APPROPRIATION.** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

MONTANA TERMS AND CONDITIONS

Access to Records. Contractor shall provide State of Montana, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. State of Montana may terminate this PA, without incurring liability, for Contractor's refusal to allow access as required by this section. (18-1-118, MCA.) Contractor shall create and retain all records supporting the services or products delivered for a period of eight years after either the completion date of this PA or termination of the Contract.

Assignment, Transfer, and Subcontracting. Contractor may not assign, transfer, or subcontract any portion of this PA without State of Montana's prior written consent. (18-4-141, MCA) Contractor is responsible to State of Montana for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and State of Montana under this Contract.

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

Governing Terms. If a purchase order or task order has terms and conditions that conflict with the Master Agreement or Participating Addendum terms and conditions, the Master Agreement or Participating Addendum terms and conditions govern.

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

Reduction of Funding. State of Montana must by law terminate this PA if funds are not appropriated or otherwise made available to support State's continuation of performance of this PA in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the State of Montana budgeting process to support continued performance of this PA (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State of Montana shall terminate this PA as required by law. State of Montana shall provide Contractor the date State of Montana's termination shall take

effect. State of Montana shall not be liable to Contractor for any payment that would have been payable had the PA not been terminated under this provision. As stated above, State of Montana shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State of Montana's termination takes effect. This is Contractor's sole remedy. State of Montana shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

Registration with the Secretary of State. Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

REQUIRED REPORTING:

Contractor shall submit quarterly reports to the Contracts Officer (CO) assigned by the State to manage this contract. Contractor shall provide CO with an electronic usage report (Excel), which must list the following information at the minimum: purchasing entity; description of items purchased; date of purchase; contract price; and the extended price for each transaction. These reports are due no more than 30 days after the end of the quarter

- First Quarter: July 1 through September 30
- Second Quarter: October 1 through December 31
- Third Quarter: January 1 through March 31
- Fourth Quarter: April 1 through June 30

MONTANA ADMINISTRATIVE FEE:

The State of Montana assesses an Administrative Fee of one and one-half percent (1.50%) for all net sales (sales less credits and returns) made under this PA. The prices paid to Contractor must include the 1.5% Administrative Fee. The Contractor shall remit this Administrative Fee concurrent with the Required Usage Reporting described above. The Administrative Fee must be submitted by ACH along with email notification to the CO.

Additional Requested Information

State Specific Terms and Conditions: If the participating state wishes to include any State specific terms and conditions with the release of this RFP, please attach those with this Intent to Participate.

Annual Estimated Volume: If your State has an existing contract for this commodity or service, please indicate your annual volume of spend (including any potential political subdivision usage if available).

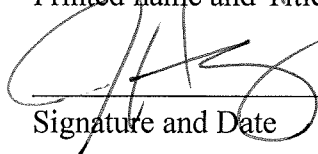
Annual State Spend \$ 2,108M

Annual Political Subdivision Spend \$ _____

DIRECTOR SIGNATURE

State of Nevada

Jeffrey Naagy, Administrator
Printed name and Title


Signature and Date

3-24-2017

775-684-0184 JNaagy@admin.nv.gov
Phone and email

State point of contact for this commodity/service

Ronda Miller, Purchasing Officer II
Printed name and Title

775-684-0182 RLMiller@admin.nv.gov
Phone and email

Please scan and email the signed "Intent to Participate" document by **March 17, 2017** to:

Shannon Berry
Cooperative Development Coordinator
NASPO ValuePoint
sberry@naspovaluepoint.org

North Dakota State Specific Terms and Conditions

1. Confidentiality: CONTRACTOR shall not use or disclose any information it receives from STATE under this contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by STATE. STATE shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C ch. 44-04. The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract.

2. Compliance with public records laws: CONTRACTOR understands that, except for disclosures prohibited in this Contract, STATE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records obtained or generated by CONTRACTOR under this Contract, except for records that are confidential under this Contract, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. CONTRACTOR agrees to contact STATE as soon as reasonably possible upon receiving a request for information under the public records law and to comply with STATE's instructions on how to respond to the request.

3. Spoliation: CONTRACTOR shall notify State of all potential claims that CONTRACTOR is aware of that arise as a result of CONTRACTOR'S performance under this contract. CONTRACTOR shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to State the opportunity to review and inspect the evidence, including the scene of an accident.

4. Cooperative Purchasing Contract: This contract is a cooperative purchasing contract established pursuant to North Dakota Century Code (N.D.C.C.) § [54-44.4-13](#). This contract is made available to state entities, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C [ch. 39-04.2](#), and the International Peace Garden. Participation in this open-ended contract is not mandated; therefore, the estimated volume of this contract is not known.

5. Governing Law and Venue: This Contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Contract must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

6. Indemnification. In addition to any indemnity obligations found within the Master Agreement, CONTRACTOR agrees that any attorney appointed to represent the STATE

must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08.

7. Alternative dispute resolution – jury trial

STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.

8. Attorney fees

In the event a lawsuit is instituted by STATE to obtain performance due under this Contract, and STATE is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay STATE'S reasonable attorney fees and costs in connection with the lawsuit.



INTENT TO PARTICIPATE
NASPO ValuePoint Cooperative Contract(s) for
Security & Fire Protection Solutions
By the Commonwealth of Virginia
("Commonwealth" or "CoVA" or "Participating State")
With the State of Nevada as "Lead State"
Request for Proposal (RFP) Solicitation # 3407



I. PURPOSE

The purpose of this Intent to Participate ("ITP") is to provide members of the National Association of State Procurement Officials ("NASPO") with the opportunity to participate in multi-state cooperative contract(s) for the provision of Security & Fire Protection Solutions. Solutions are deemed by the Commonwealth to include all Systems, Services and Products that are integral or peripheral to the provision of such Solutions.

Systems, Services and Products sought through this solicitation are described by, but not limited to, the following NIGP Commodity Codes: 34000 (Security & Fire Protection Services); 68002 (Access Control Systems & Security Systems); 92584 (Security Systems; Intruder and Smoke Detection); 93633 (Fire Protection Equipment and Systems), and; 99000 (Security, Fire, Safety, and Emergency Services).

The procurement and resulting contract(s) for these Services are being developed and led by the State of Nevada ("Lead State").

II. SCOPE OF THE CONTRACT(S)

The Lead State is authorized by the NASPO Cooperative Purchasing Organization, and the Commonwealth as a Participating State, to act as the lead procurement officer in developing one or more multi-state cooperative master contracts with qualified, responsible, and responsive Offerors for the provision of Security & Fire Protection Solutions.

The resulting contracts will be permissive contracts and available for the use by the Participating States.

It is the intent of the Commonwealth to participate in this joint procurement for Security & Fire Protection Services through NASPO in order to obtain the most optimal cost savings and/or reductions in administrative expense for the overall benefit for the Commonwealth, and all of its Public Bodies. Additionally, and consistent with Virginia Code § 2.2-4300, the Commonwealth's intent is also to help ensure that all qualified vendors have access to public business and that no Offeror be arbitrarily or capriciously excluded, and that competition is sought to the maximum feasible degree.

Subject to the execution of any future Participating Addendum ("PA") by the Virginia Department of General Services ("DGS"), any subsequent contract that may be awarded as a result of this RFP may be made available for the benefit and use by any or all Commonwealth of Virginia state agencies, institutions of higher education, or any other public body, as defined in § 2.2-4301 entitled "Definitions" and § 2.2-4304 entitled "Joint and cooperative procurement" of the Virginia Public Procurement Act (VPPA). Further, any such contracts resulting from this RFP may also be made available for use by certain charitable corporations and private nonprofit 501(c)(3) institutions of higher education, chartered in Virginia, and as allowable pursuant to Virginia Code 2.2-1120. Collectively, all aforementioned Commonwealth parties are to be referred to in the aggregate hereinafter as "Authorized Users".

To ensure maximum transparency and public access to the Commonwealth's procurement activities and opportunities, and consistent with Virginia Code § 2.2-1110, all Authorized Users shall be required to submit all orders directly with a contractor through the Commonwealth's central electronic procurement website, and details for this will be delineated in the ordering instructions of the Commonwealth's Participating Addendum.



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Administrative Fee

A NASPO ValuePoint administrative fee of one-quarter of one percent (0.25%) will be assessed centrally for purchases made under any resulting contract. The Commonwealth will add a nominal administrative fee at such time that any Participating Addendum (PA) may be negotiated, together with the detailed processes for managing, administering, and recording such fee payments.

III. CONTRACT TERM

The initial term for any Master Agreement is anticipated to be for two (2) years from date of award (“Initial Term”) with options by the Lead State to renew the Agreement for up to three (3) additional one (1) year successive periods.

IV. SOLICITATION AND CONTRACT DEVELOPMENT / ADDITIONAL INFORMATION

The solicitation and contract development will be accomplished in conformance with the NASPO ValuePoint Process Guide and the NASPO Memorandum of Agreement for the NASPO cooperative purchasing program, incorporated herein by reference.

Solicitation Publication Period: Offerors will be given at least forty (40) days after publication to submit proposals. Details will be contained in the most recent relevant RFP or RFP Amendment documents issued by the Lead State.

Solicitation Type and Evaluation Criteria: The RFP will be issued and evaluated in accordance with the NASPO Cooperative Purchasing Organization guidance, and the procurement laws and rules of the Lead State by a sourcing team comprised of members from several US states.

Award(s): The solicitation will permit multiple awards.

Participating State Annual Estimated Volume: The Commonwealth does not currently have a contract for Security & Fire Protection Services contract so no estimated contract ordering or dollar volume information is available.

Local government expenditures are unknown.

V. REQUIRED COMMONWEALTH OF VIRGINIA CONTRACTUAL PROVISIONS

The Commonwealth requires the use of the following contractual terms and conditions in the solicitation, and it reserves to right to add any other needed terms and conditions at the appropriate time that any PA is negotiated.

These contractual terms and conditions shall be applicable to any Offeror and are required for the Commonwealth or any Commonwealth Authorized User’s participation in any joint or cooperative procurement that conducted by another state.



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A. VIRGINIA PUBLIC PROCUREMENT ACT

The Virginia Public Procurement Act ("VPPA", § 2.2-4300 et seq. of the Code of Virginia), including Article 6 (*Ethics in Public Contracting*), shall apply to any contract entered into between a vendor and a Virginia public body under this solicitation.

B. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section, in addition to any other available remedy.

C. NON-DISCRIMINATION

1. During the performance of this contract, the contractor agrees as follows:
 - a.) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b.) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c.) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
3. In accordance with Section 2.2-4343 of the Code of Virginia, public bodies do not discriminate against faith-based organizations, or against any bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Virginia law.

D. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written contract with the Commonwealth of Virginia, the contractor certifies that it does not, and shall not, during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.



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E. DEBARMENT STATUS

By participating in this contract, the contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods or services covered by this contract. The contractor further certifies that it is not debarred from filling any order or accepting any resulting order, and that it is not an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

F. DRUG-FREE WORKPLACE

During the performance of this contract, the contractor agrees to:

1. provide a drug-free workplace for its employees;
2. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and
4. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor.
5. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

G. ASSIGNMENT OF CONTRACT

Contracts and purchase orders with Virginia Authorized Users shall not be assignable by the contractor in whole or in part without the written consent of that Authorized User.

H. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS

A contractor providing goods or services to the Commonwealth of Virginia shall participate in the Commonwealth's Internet e-procurement solution, hereinafter referred to as "eVA," by completing the free eVA Vendor Registration at www.eva.virginia.gov. All contractors must register in eVA and pay the Vendor Transaction Fees specified below, or any such future fee in effect at the time an order is received, before they may fulfill an order for a Commonwealth Authorized User. Vendor transaction fees are currently established as follows:

1. DSBSD-certified Small Businesses*: 1%, capped at \$500 per order;
2. Businesses not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

* Virginia Department of Small Business and Supplier Development, <http://www.sbsd.virginia.gov/>



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I. PAYMENT

1. To Prime Contractor:

- a.) Contractor shall submit invoices for items ordered, delivered and accepted directly to the payment address shown on the purchase order or contract. All invoices shall show the state contract number, purchase order number, and social security number (for individual contractors) or federal employer identification number (for proprietorships, partnerships, and corporations).
- b.) Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.
- c.) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public body is being billed.
- d.) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e.) **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, final payment in full is contingent on a determination that all invoiced charges are reasonable. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth or applicable Authorized User shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve a Commonwealth state agency or agency of local government of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

- a.) A contractor awarded a contract under this solicitation is hereby obligated:
 1. To pay the subcontractors within seven (7) days of the contractor's receipt of payment from the Commonwealth or applicable Authorized User, for the proportionate share of the payment received for work performed by the subcontractors under the contract; or
 2. To notify the Commonwealth or applicable Authorized User and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b.) The contractor is obligated to pay the subcontractors interest at the rate of one percent (1%) per month (unless otherwise provided in this contract) on all amounts owed by the contractor that remain unpaid seven days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's



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obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth or applicable Authorized User.

J. MODIFICATIONS

This contract may be modified in accordance with §2.2-4309 of the Code of Virginia. No modifications shall be effective unless it is in writing and signed by the duly authorized representative of the Commonwealth. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. Any contract issued on a firm-fixed-price basis may not be increased more than twenty five percent (25%) or \$50,000.00 whichever is greater, without the approval of the Governor of Virginia or his authorized designee. In no event may the amount of the contract be increased without adequate consideration. The unauthorized approval of a modification cannot be the basis of a contractual claim as set forth in § 2.2-4363.

K. APPLICABLE LAWS AND COURTS

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without reference to its choice of law rules. Any litigation involving a Virginia public body shall be brought in the Circuit Court for the City of Richmond, Virginia. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

L. VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the Vendors Manual is available for at the purchasing office or accessible online at www.eva.virginia.gov under the “*I Sell to Virginia*” tab.

M. ALTERNATIVE DISPUTE RESOLUTION

The Commonwealth or Authorized User and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual.

N. ETHICS IN PUBLIC CONTRACTING

By fulfilling an order placed by a Commonwealth Authorized User, the contractor certifies that they have not engaged in collusion or fraud in relation to any aspect of this contract, or its contract with the lead state or other entity that conducted the procurement upon which this contract is based, and that it has not offered or received any kickbacks or inducements to or from any other bidder, offeror, supplier, manufacturer, or subcontractor in connection with this contract or procurement. The contractor also certifies that it has not conferred on any public employee having responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.



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O. SECTION 508 COMPLIANCE

As applicable, all information technology purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision under this contract (the “Technology”) shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this section, along with the Non-Visual Access to Technology Clause, shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.

P. NON-VISUAL ACCESS

As applicable, all Technology that may be acquired under a contract shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of the contract:

1. Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
2. The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
3. Nonvisual access Technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
4. The Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
5. Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that
 - a.) The Technology is not available with nonvisual access because the essential elements of the Technology are visual, and
 - b.) Nonvisual equivalence is not available.
6. Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications, programs, and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices. If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this section shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.

Q. SECURITY REQUIREMENTS – VIRGINIA INFORMATION TECHNOLOGIES AGENCY (“VITA”)

As applicable, Contractor certifies and warrants that all Products and Services provided pursuant to the Agreement shall conform to all applicable federal, state and local laws and regulations governing



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data security and the operations that govern these Products and Services. Such conformance specifically includes the Information and Data Security Policies, Standards, and Guidelines issued by the Commonwealth through the Virginia Information Technologies Agency (VITA) as delineated at the following, or any then-current, URL: <http://www.vita.virginia.gov/default.aspx?id=537> or any other information technology or Sensitive Data security requirements established by VITA and pertinent to the Products and Services.

Should an Authorized User have or establish additional security procedures pertinent to the Products or Services, then Contractor agrees to work with the Authorized User to ensure that Products or Services also conform to such requirements, as may be mutually agreeable between the Authorized User and the Contractor.

For any individual Authorized User location, security procedures may include, but not be limited to: background checks, records verification, photographing, and fingerprinting of Contractor's employees or agents. Contractor may, at any time, be required to execute and complete, for each individual Contractor employee or agent, additional forms which may include non-disclosure agreements to be signed by Contractor's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of confidential or Personal information by the Contractor or an employee or agent of Contractor shall constitute a breach of its obligations under this Section and the Contract.

Contractor shall immediately notify DGS and VITA points-of-contact (identified in the Participating Addendum that may be potentially executed at a later date), and the Authorized User point-of-contact identified in any Order, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, or any other Sensitive Information, as defined herein and including, but not limited to, insurance data, social security number, date of birth, etc., which may be collected in the performance of the Contractor's Products or Services under this Agreement, or as may be provided to the Contractor by the Commonwealth or any Authorized User. Contractor shall provide the Commonwealth, through VITA, or any Authorized User, as applicable, with the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

Contractor shall indemnify, defend, and hold the Commonwealth, DGS, VITA, the Authorized User, or their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, DGS, VITA, the Authorized User, or their officers, directors, agents or employees, on account of the failure of Contractor to perform its obligations pursuant this Section.

To the extent applicable, and for any Contractor Services that may be agreed upon to be provided through any separate license agreement (Licensed Services), VITA shall have the opportunity and right to review Contractor's information security program prior to the commencement of such Licensed Services, and from time-to-time during the term of this Agreement.

During the performance of any such Licensed Services, and on an ongoing basis from time-to-time, VITA, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of



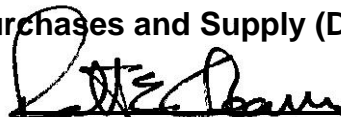
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Contractor's information security program. In lieu of an on-site audit, and upon the request by VITA, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by VITA regarding the Contractor's information security program. Contractor agrees that they shall implement any reasonably required safeguards as identified by any VITA information security program audit.

THE COMMONWEALTH RESERVES THE RIGHT TO NEGOTIATE ANY ADDITIONAL REQUIRED CONTRACTUAL PROVISIONS AT SUCH TIME THAT ANY PARTICIPATING ADDENDUM MAY BE EXECUTED, IF ANY, FOR THE USE OF ANY RESULTING CONTRACTS BY THE COMMONWEALTH.

For the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply (DGS/DPS):


3/24/2017
Robert E. Gleason, CPPO, VCM, VCO
Director, DGS / DPS

(804) 786-3842 robert.gleason@dgs.virginia.gov
Phone Email

J. Peter Stamps
State Contracting DPS Management Point-of-Contact

(804) 786-0079 pete.stamps@dgs.virginia.gov
Phone Email

To Be Determined
Statewide Strategic Sourcing Officer – Public Safety

(804) XXX-XXXX
Phone Email

Email the signed "Intent to Participate" document to: Shannon Berry, NASPO ValuePoint Cooperative Development Coordinator, sberry@naspovaluepoint.org.



Washington-specific terms and conditions

NASPO ValuePoint Solicitation 3407 – Security and Fire Protection

The state of Washington intends to participate in the master contract resulting from NASPO ValuePoint Solicitation 3407 for Security and Fire Protection. The key terms and conditions listed below are a partial list. Washington's complete terms and conditions will be detailed in any Participating Addendum to a master contract resulting from Solicitation 3407.

NOTE: Washington will not be participating in the Fire Protection categories of this ValuePoint contract because the state has an active stand-alone contract for fire-protection services.

Washington-specific terms and conditions

Department of Revenue registration for out-of-state contractors

Out-of-state contractors must register and establish an account with the Washington State Department of Revenue. Refer to Washington Administrative Code [458-20-193](#), or call the Department of Revenue at 800-647-7706 for additional information.

Management fee

Contractor will pay a management fee of 1.5 percent to DES on all state contract sales. The management fee must be rolled into the contractor's current pricing, and not shown as a separate line item on an invoice.

Contract sales report

The management fee will be based on total contract sales, which must be reported quarterly by the contractor in the Contract Sales Reporting System. DES will provide a login password and a vendor number.

For each report, contractor must identify every purchaser who has made purchases during the reporting period. Refer sales reporting questions to the Contract Administrator.

Common vendor-registration and bid-notification system

Contractor must be registered in the state's common vendor registration and bid notification system, known as Washington's Electronic Business Solution ([WEBS](#)). Contractors already registered in WEBS need not re-register. It is the sole responsibility of contractor to properly register and maintain an accurate vendor profile.



SUBJECT: Amendment 1 to Request for Proposal 3407
RFP TITLE: Security & Fire Protection Services
DATE OF AMENDMENT: April 11, 2017
DATE OF RFP RELEASE: March 22, 2017
OPENING DATE: May 23, 2017
OPENING TIME: 2:00 PM
CONTACT: Ronda Miller, Purchasing Officer II

The following shall be a part of RFP **3407**. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

Additional T&C's:

Washington State



Washington T&Cs.pdf

Additional Intent to Participate States:

Utah
Virginia
Washington

Questions and answers:

1. All questions relate to the State of Maine:
 - a. What are the buildings that are included in this?

Refer to Section 1.6 Participating States of the RFP, this information will be provided by Maine during the Participating Addendum process.
 - b. What are the systems that are in place at these buildings?

Refer to Section 1.6 Participating States of the RFP, this information will be provided by Maine during the Participating Addendum process.

2. The cost sheets provided appear to account only for labor services. Where are we to include software and hardware product pricing?

Materials mark-up.

3. On page 16, Section 30. Defaults and Remedies. “Liquidated Damages as provided in the Master Agreement” is referenced in subsections b and c as a possible remedy. However, there is no liquidated damages provision in the terms and conditions. We should ask:

Will there be liquidated damages? If so how much?

This will be negotiated between each Participating Entity and the awarded vendor.

4. On page 17, Section 33. Indemnification (a). Will NASPO allow a revision to this section to add a negligence standard to “acts , errors, or omissions of the Contractor”? Please see below for the full revision.
 - a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third-party claims, damages or causes of action including reasonable attorneys’ fees and related costs for any death, injury, or damage to tangible property arising from the negligent act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.”

Refer to Section 2.14 of the RFP.

5. Can we Bid for some of the services within a Category or must we Bid for all services with a Category?

Vendors may not submit for less than one entire category. Refer to Attachment B ~ Scope of Work of the RFP.

6. Regarding Monitoring. Is Category 9 (Inspections and Monitoring) intended to be for fire alarms only? Category 9 includes “alarm monitoring,” but there is no specification regarding what type of alarm is to be monitored.

Specific requirements of Inspections and Monitoring will be provided by the Purchasing Entity.

7. Regarding Monitoring. Other than Category 9, the only category that references monitoring is Category 2 (Burglar Alarms). Are monitoring services allowed under Category 1 (Access Control Systems), Category 3 (Surveillance Services & Equipment) and Category 8 (High Security Control Systems)?

There will be no third party monitoring services allowed.

8. Regarding Monitoring. Is third party monitoring allowed? In other words, may a Contractor, on a pass-through basis, contract with a Purchasing Entity for monitoring services to be performed by a third party? Third party monitoring necessitates a separate contract that would specifically govern the monitoring services, and would have its own terms and conditions separate from the NASPO ValuePoint Master Agreement Terms and Conditions. Procedurally, a purchase order for services would include the separate contract for the monitoring. If allowed at all, is it allowed specifically for Categories 1, 2, 3 and 8?

Refer to question 7 of this amendment.

9. Regarding Hosted Services. Are hosted services allowed? Category 3 (Surveillance Services & Equipment) uses the phrase “cloud-based and video surveillance systems, services and equipment.” Is this intended to reference a hosted solution? Would this specifically be for Category 3 only, or would this also be allowed under Category 1 (Access Control Systems), Category 2 (Burglar Alarm Systems) and Category 8 (High Security Control Systems)?

No.

10. Regarding Hosted Services. Is third party hosting allowed? In other words, may a Contractor, on a pass-through basis, contract with a Purchasing Entity for hosted services (such as access control and video monitoring) to be performed by a third party? Third party hosting necessitates a separate contract that would specifically govern the hosted services, and would have its own terms and conditions separate from the NASPO ValuePoint Master Agreement Terms and Conditions. Procedurally, a purchase order for services would include the separate contract for the hosted services. If allowed at all, is it allowed specifically for Categories 1, 2, 3 and 8?

No.

11. Regarding Service Response. Categories 1, 2, 3 and 8 require an on-site visit within 4 hours, including weekends and holidays. Can you explain how this will work? No business hours have been specified yet. Is this 4 hour requirement during the Contractor’s business hours only? What if the Contractor does not have business hours on a holiday?

This will be negotiated between each Participating or Purchasing Entity and the awarded vendor.

12. Regarding Service Response. Per the language in the document, an on-site response is required in every instance. Is the intent that an on-site response is only required when a telephonic or remote response will not resolve the issue?

An onsite response is required in every instance if a telephonic or remote response does not resolve the issue. This will be negotiated between each Purchasing Entity and the awarded vendor.

13. Regarding Service Response. Can the 4 hour on-site visit requirement be modified? In certain Participating States, due to distance and weather, 4 hours is not always going to be possible.

Refer to question 11 of this amendment.

14. Regarding Bonds. When payment and performance bonds are required (either by applicable statute or at the request of the Purchasing Entity), is the Contractor allowed to charge an administrative fee so long as it is clearly set forth in the purchase order?

No. All fees must be included in vendors submitted cost proposal.

15. Regarding Section Reference. Section 4.4.1a contains references to Section 4.5.1 and 4.5.1b. Neither of these sections exist. Can you confirm that these references should be 4.4.1 and 4.4.1b respectively?

Correct. Section should read 4.4.1 and 4.1.1b.

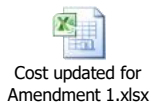
16. Regarding Section Reference. Section 4.4.1b contains a reference to Section 4.1.5b. This section does not exist. Can you confirm that this reference should be 4.4.1b?

Correct. Section should read 4.1.1b.

17. Per Attachment C - Cost per category, we have the following question:

All categories call for maintenance and monitoring to be priced by a unit of monthly cost. Maintenance agreements for access control and surveillance systems are typically priced as a percentage of the project on an ongoing annual basis. Can we add a unit price as a percentage of the proposed system?

Attachment C ~ Cost Revised. Proposing vendors must use the attached updated cost sheet.



18. The Washington State website posted its Participating Addendum, but I still do not see it posted here or embedded within the solicitation. Will it be incorporated to the solicitation as an amendment?

Refer to additional Intent to Participate States listed above.

19. Can you please confirm an actual scope of work for the RFP? I find categorical descriptions but I do not find any actual desired specific scope of work. Is this just supposed to be a time and materials proposal for labor charges and material markups only?

Attachment B of the RFP.

20. Is there any requirement for prevailing wage payments as required on federally subsidized contracts subject to the Davis Bacon Act?

Refer to Attachment A of the RFP.

21. If I am only interested in doing business in the State of Oklahoma, do I still need to register to do business in Nevada through the on-line Nevada purchasing website?

No.

22. Solicitation Section 4.2.c requires the use of JAGGAER for posting either a hosted or punch out catalog. However section 5 Attachment C only has a single cell for "Materials percentage mark-up".

Question: Are the bidders to provide a comprehensive catalog as part of our response? A single cell for materials percentage mark-up is not adequate when an offeror is proposing multiple product lines. Please advise.

Specifics of catalogs will be established with each awarded vendor.

23. Would it be possible to see the Fire Alarm Systems Inspection Reports from the current vendor providing this service in South Carolina for the last two years inspections?

This information is not available.

24. Attachment E states, "This document must be submitted in Tab V of vendor's technical proposal." However, Section 2.11.2 Part I A - Technical Proposal places Attachment E in Section III - State Documents. Please confirm that the correct location of Attachment E is in Section III.

Attachment E should be submitted in Section III ~ State Documents.

25. Attachment B, Scope of Work, Section A, the second and third bullet refers to quotes having both lease and purchase options. Is an option to lease equipment a requirement for all scope categories? If so, do lease terms and rates required to be provided as part of vendor's response to this RFP?

This will be addressed with each Participating Entity.

26. Attachment C, Cost, each category tab requires "Costs for Maintenance and Monitoring" per month. What is intended to be included in line item? How is a vendor to know the size of the system being monitored or maintained? What is the scope of the "monitoring" being priced for categories 1, 3, 7 and 8?

Refer to question 17 of this amendment.

27. Is the intent of this agreement to replace the existing security agreement expiring around October?

Yes.

28. Can we bid an adjoining state if we can meet the required response time?

Vendors must propose any and all States they intend to provide services to.

29. Are the states listed in the RFP the only participating states at this time? For example I did not see Washington listed, however I believe they currently participate under the existing security agreement

Yes; however, states have the option to participate any time once Master Agreements are executed. Refer to Additional Intent to Participate States listed above.

30. Are licenses and certifications needed for all participating states in order to comply with the terms of the solicitation?

If awarded, vendor must have all required licenses and/or certifications in place prior to providing any services.

31. To clarify, will we be able to add subcontractors during the course of this contract or do all subcontractors need to be provided at this time? Is there any threshold where subcontractors do not need to be included or reported, i.e. less than a certain dollar amount or percentage of work?

Yes, you will be able to add subcontractor(s) with prior approval per the requirements of the Participating State. Primary contractor is responsible for reporting all sales/services done by any subcontractor.

32. Please clarify if only resumes of key personnel are required or are resumes of all personnel that would work on this contract required?

Only key personnel.

33. Will federal contracts be considered relevant past performance for the purposes of a reference?

Yes.

34. Will federal contracts such as the GSA schedules be considered relevant for the purposes of experience in Usage Fee and Reporting Plan?

No.

35. If awarded contract is it required that the company holds licenses and certifications on all services (Fire Alarm, Fire Sprinkler, Fire Extinguishers...etc.). Or can some of the services be subcontracted out?

Refer to question 31 of this amendment.

ALL ELSE REMAINS THE SAME FOR RFP 3407.

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: _____

Authorized Signature: _____

Title: _____ Date: _____

This document must be submitted in the “State Documents” section/tab of vendors’ technical proposal.



SUBJECT: Amendment 2 to Request for Proposal 3407
RFP TITLE: Security & Fire Protection Services
DATE OF AMENDMENT: April 25, 2017
DATE OF RFP RELEASE: March 22, 2017
OPENING DATE: May 23, 2017
OPENING TIME: 2:00 PM
CONTACT: Ronda Miller, Purchasing Officer II

The following shall be a part of RFP **3407**. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

1. Our company (Firetrol Protection Systems) is currently on the State contract in Oklahoma for Fire alarm, sprinkler and other life safety systems. We currently pay the State of Oklahoma 0.50% on all sales that are performed using the State contract. Under the NASPO RFQ it states an administrative fee of 0.25% to be paid by the contractor on all sales done through this contract. Our question is, will we be paying both of these fees if this contract is approved for the State of Oklahoma?

Both NASPO ValuePoint and any Participating States admin fees will need to be paid by the contractor.

2. Are the properties located in Nevada or each prospective state?

Per Section 1 this solicitation, this is a multiple state solicitation; therefore, properties will be located in various States.

3. South Carolina is listed in paragraph 1.6 as a participating state, however there is no attachment for South Carolina in Attachment J: Additional Participating States T & C's. Does South Carolina have any additional T & C's?

Yes, T's and C's will be provided in the Participating Addenda negotiated with each vendor.

4. Are taxes required to be included in the Material Percent Mark-up amount on the pricing template for vendors submitting pricing for work in South Carolina?

Taxes should not be included in the markup amount as some States are tax exempt.

5. If taxes are required to be included in the Material Percent Mark-up amount on the pricing template for vendors submitting for work in South Carolina, what tax rate should be used since sales tax percentages differ by county in South Carolina?

Refer to question 4 of this amendment.

6. What vendor staff positions are considered “Key Personnel”?

The individual(s) who is/are the primary point of contact and is responsible for the performance of this contract.

7. Please confirm that the Material Percent Mark-up amount on the pricing template must include all freight, profit, overhead, warranty, and potential bonding fees associated with material purchases?

Yes.

8. Will other non-labor costs such as travel, equipment rentals, and permits be marked up using the same percentage as the Material Percent Mark-up proposed by the vendor?

Each Participating Entity will negotiate any travel costs. All cost associated (including material markup) to include shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees.

9. The pricing template does not specify rates for different labor categories. Is it allowable for the vendor to propose different rates for specific labor categories (for examples: Field Technician, Physical Security Technician, Project Manager, Engineer)?

Hourly rate for normal and after hours should be the hourly rate for a Field Technician. Other labor categories and rates should be included under other miscellaneous labor services on the cost sheet.

10. In Amendment 1, the answer to question 7 states “There will be no third party monitoring services allowed.” Please clarify whether that pertains to Category 2 (Burglar Alarms) and Category 9 (Inspections & Monitoring). It is standard industry practice for Burglar and Fire Alarm Systems to be monitored by a third party, is the intent that all monitoring must be accomplished by a monitoring call center that is owned/operated directly by the vendor?

No. In any category that requires services by a third party vendor, they will be considered a subcontractor; therefore, the primary contractor will be held responsible for any and all issues that may arise from the use of a third party and primary contractor will assume all responsibility/liability for the third party vendor.

11. In the proposal is the section of application certifications/licenses, does that include technician certifications and business licenses? Does it also include any disadvantaged business enterprise certifications?

Vendor must state that all technicians are certified and/or licensed; certifications may be required for each Participating State.

Disadvantaged certifications are not necessary within vendor’s response.

12. Under the service category 2 Burglar Alarm Systems, can the 24-hour (UL) station be provided by a company of which we are a Value Added Reseller? Our company often provides monitoring services through a value added reseller agreement to resell monitoring services to customers locally.

Refer to question 10 of this amendment.

13. Does the statement pertaining to 4.2 NASPO Statement of Compliance, 4.2a Insurance, 4.2b NASPO ValuePoint Administrative Fee and Reporting Requirements, 4.2.c NASPO ValuePoint eMarket Center all go in section 2?

Yes.

14. Does 4.3 Participating State Terms and Conditions go in section 3?

Per Section 1.6 of the RFP, Other State terms and conditions are being provided as a courtesy to proposers to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate other States' terms and conditions. The Participating States shall negotiate these terms and conditions directly with the supplier.

15. Does 4.4.1 Offeror Profile, 4.4.1a Subcontractor Information, 4.4.1b Business References, 4.4.1c Vendor Staff Resumes, 4.4.2 Customer Service, 4.4.4 Promotion, 4.4.5 Usage fee go in Section V - Section 4 - Company Background and References?

Yes.

16. Section 4.2.a Insurance says "describe your insurance or plans to obtain insurance satisfying the requirements in Section 21". Where is section 21? What are the insurance requirements?

Attachment A ~ NASPO ValuePoint Master Agreement Terms and Conditions.

17. The Business Reference Response to Reference Questionnaire has a deadline of September 8, 2014. What is the date these forms needs to be sent in by?

Please use updated form attached.



RFP 3407 Attachment
G References for Ame

18. Do we have to include all of our vendor parts and the MSRP pricing in the proposal?

No.

19. In addition to extending our current state relationships, we are also looking to add four additional states to this contract. What is the process for adding new states to the contract?

This is a new solicitation to replace the current contracts.

20. There are some sections of the RFP that are vague as to what section or tab that the response should be placed in. Does Section 2.15 Certification of Non-Debarment go in ‘Section VI- Other Informational Material’?

Yes.

21. Are resumes for key personnel or all proposed staff?

Refer to question 6 of this amendment.

22. The resume template asks for a minimum of 3 references – are they required?

Yes.

23. Is paragraph 4.4.3 ‘Scope of Work’ to be addressed in ‘Section VI – Other Informational Material’ as well as ‘Section IV- Section 3 – Scope of Work’?

This information should be under Section IV ~ Scope of Work.

24. Is all of section 4 of the RFP to be answered in Part IA - ‘Section V– Section 4 – Company Background and References’ of the Technical Proposal?

Refer to questions 13 and 15 of this amendment.

25. How do we add a monthly cost for Maintenance and monitoring without knowing the actual cost or configuration for a particular installation?

Refer to question 17 of amendment 1 and revised cost sheet. Vendors may express cost as a percentage of the total system cost.

26. In the cost proposal, how does the vendor proposed prices include freight, delivery and travel expense, when the scope or location of the effort is unknown?

Refer to question 8 of this amendment.

27. Is material percentage mark-up a requirement on the vendor cost form?

Yes.

28. Is it the State’s intent to penalize the Vendor 25% decrease in the Vendor price for an incorrect invoice submitted in favor of the Vendor vs allowing the Vendor to correct the invoice and there is no penalty for incorrect invoice in favor of the State?

Vendors are allowed to correct invoice without penalty.

29. My question is in regards to Attachment A: NASPO ValuePoint Master Terms and Conditions section General Provisions 21.b.5 Network Security (Cyber) and Privacy Liability.

Could this insurance requirement be waived or made conditional based on Participating States, their insurance requirements or the work being performed? The nature of some of the proposed

work does not always include programming or installing anything on an End User's Network which would make this requirement detrimental to potential respondents.

Vendors awarded Master Agreements must have required insurance. Amounts and/or other coverage may be negotiated within each State's Participating Addendum.

ALL ELSE REMAINS THE SAME FOR RFP 3407.

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: _____

Authorized Signature: _____

Title: _____ Date: _____

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal.