

Master Agreement Number [SC-26-00074]
for
Airfield Lighting Products
between
the Metropolitan Washington Airports Authority
and
City Electric Supply

This Master Agreement is entered into by the Metropolitan Washington Airports Authority ("Lead Entity") and the following contractor (each a "Party" and collectively the "Parties") as a result of Solicitation Number RFP-25-22537 (the "RFP") for the purpose of providing Airfield Lighting Products through the RFxPremier cooperative purchasing program:

City Electric Supply ("Contractor")
400 S. Record Street, Suite 900
Dallas, TX 75202

MASTER AGREEMENT CONTACTS.

Contractor's contact for this Master Agreement is:

Christopher White
Head of Government Sales & Operations
Christopher.white@cityelectricsupply.com
919-738-6098

Lead Entity's contact for this Master Agreement is:

Seung Kim
Contracting Officer
Metropolitan Washington Airports Authority
703-572-0502

TERM. This Master Agreement is effective as of the date of the last signature below or September 1, 2026, whichever is later, and will terminate on August 31, 2031, unless terminated sooner or extended or renewed in accordance with the terms set forth herein.

AWARD CATEGORY

Category 1: Airport Beacon

Category 2: Wind Cone Assembly

Category 3: Obstruction & Obstacle Lights

Category 4: Pilot Controlled Lighting Systems

Category 5: Apron Lights

Category 6: Underground Electric Cables

Category 7: Constant- Current Regulators (CCRs) for Airfield Circuits

Category 8: Switchgear and Other Electrical Vault Equipment

Category 9: Threshold, runaway, and taxiway edge lights, and associated fittings

Category 10: Runway End Identification Lights (REILs)

ATTACHMENTS. This Master Agreement includes the following attachments:

Attachment A: Master Agreement Terms and Conditions

Attachment B: Scope of Work

Attachment C: Pricing

SIGNATURE. The undersigned for each Party represents and warrants that this Master Agreement is a valid and legal agreement binding on the Party and enforceable in accordance with the Master Agreement's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Master Agreement and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement.

CONTRACTOR:

Christopher White
Christopher White (Sep 25, 2026 13:04:18 EDT)

Signature

Christopher White

Printed Name

Head of Govt. Sales & Operations

Title

25/09/2026

Date

LEAD ENTITY:

Seung Kim
Seung Kim (Sep 25, 2026 12:55:57 EDT)

Signature

Seung Kim

Printed Name

Contracting Officer, CPPB

Title

25/09/2026

Date

ATTACHMENT A MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Eligible Entity** means all states (as well as the District of Columbia and US territories), cities, counties, districts, other political subdivisions of any State, Institutions of Higher Education, K-12, quasi-governmental entities, service districts, healthcare institutions, transportation districts, tribes/tribal organizations, or nonprofit organizations.
- 1.4 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.5 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.6 **Lead Entity** means the Entity administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.7 **Master Agreement** means the underlying agreement executed by and between the Lead Entity, acting in cooperation with RFxPremier, and the Contractor, as now or hereafter amended.

II. **RFxPremier** is a division of the Procurement Professionals Alliance ("PPA"). RFxPremier facilitates administration of the PPA cooperative group contracting consortium for the benefit of states (as well as the District of Columbia and US territories), cities, counties, districts, other political subdivisions of any State, Institutions of Higher Education, K-12, quasi-governmental entities, service districts, healthcare institutions, transportation districts, tribes/tribal organizations, or nonprofit organizations. RFxPremier 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 Entity.

- 1.8 **Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, Institution of Higher Education, K-12, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 **Product** or **Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.12 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, Institution of Higher Education, K-12, or a nonprofit organization that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

III. Term of Master Agreement

- 3.1 **Initial Term.** The term of this Master Agreement is for five (5) years. The term of this Master Agreement may be amended beyond the initial term at the Lead Entity's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead Entity may, prior to execution, adjust the effective date or duration

of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.

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

3.3 Modification Term. The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead Entity a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead Entity under the applicable laws, rules and regulations to otherwise negotiate contract extensions. The Lead Entity may require continued performance within the limits and at the rates specified in the Cost Proposal. This extension provision may be exercised more than once, but the total extension hereunder shall not exceed six (6) months. The Contracting Officer may exercise continued performance by providing written notice to the Contractor within thirty (30) days of Master Agreement expiration.

IV. Order of Precedence

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

- 4.1.1** A Participating Entity's Participating Addendum ("PA");
- 4.1.2** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
- 4.1.3** RFxPremier Master Agreement, including all attachments thereto;
- 4.1.4** The Solicitation or, if separately executed after award, the Lead Entity's bilateral agreement that integrates applicable provisions;
- 4.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead Entity.

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

4.3 Participating Addenda. Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead Entity and Contractor. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

V. Participants and Scope

5.1 Eligibility for Participation. Any Eligible Entity may utilize this Master Agreement as a Participating Entity or Purchasing Entity.

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

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

modifications 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.

- 5.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 5.5 Requirement for Unique Identifier.** Any eligible entity wishing to make a purchase under this Master Agreement shall register for, and receive, a Unique Identifier number from RFxPremier. All Purchases made under this Master Agreement will utilize the unique identifier and contract number.
- 5.6 Eligibility for a Participating Addendum or Order.** All eligible entities may sign their own Participating Addendum or Order. In all instances, the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 5.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead Entity, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 5.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead Entity has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 5.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead Entity 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.
- 5.10 No Representations.** The Contractor shall not make any representations of RFxPremier, the Lead Entity, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

VI. RFxPremier Provisions

- 6.1 Applicability.** RFxPremier is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of RFxPremier as a third-party beneficiary of this Master Agreement.
- 6.2 Administrative Fees**
- 6.2.1 RFxPremier Fee.** Contractor shall pay to RFxPremier, or its assignee, a RFxPremier Administrative Fee of one percent (1% or 0.01) no later than sixty (60) days following the end of each calendar quarter. The RFxPremier Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The RFxPremier Administrative Fee is not

negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead Entity's solicitation.

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

6.3 RFxPremier Summary and Detailed Usage Reports

- 6.3.1 Sales Data Reporting.** In accordance with this section, Contractor shall report to RFxPremier all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by RFxPremier with reasonable notice to Contractor and without modification to this Master Agreement. RFxPremier shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.
- 6.3.2 Summary Sales Data.** "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by RFxPremier, report Summary Sales Data to RFxPremier for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- 6.3.3 Detailed Sales Data.** "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by RFxPremier, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by RFxPremier, report Detailed Sales Data to RFxPremier for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by RFxPremier. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- 6.3.4 Sales Data Crosswalks.** Upon request by RFxPremier, Contractor shall provide to RFxPremier tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by RFxPremier. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by RFxPremier with reasonable notice to Contractor and without modification to this Master Agreement. Contractor shall work in good faith with RFxPremier to keep Crosswalks updated as Contractor's customer lists and product catalog change.

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

6.4 RFXPremier Cooperative Program Marketing, Training, and Performance Review

- 6.4.1 Staff Education.** Contractor shall work cooperatively with RFXPremier personnel. Contractor shall present plans to RFXPremier for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of RFXPremier procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.
- 6.4.2 Onboarding Plan.** Upon request by RFXPremier, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
- 6.4.3 Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead Entity and RFXPremier, which may at the discretion of the Lead Entity be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
- 6.4.4 Use of RFXPremier Logo.** The RFXPremier and PPA logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with PPA.
- 6.4.5 Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead Entity and RFXPremier of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead Entity or RFXPremier, Contractor shall provide a copy of any such provisions.

6.5 RFXPremier eMarketPlace

- 6.5.1** The RFXPremier cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from RFXPremier's cooperative Master Agreements. This eMarketPlace is provided by PPA at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a RFXPremier Master Agreement.
- 6.5.2** Contractor shall cooperate in good faith with PPA, and any third party acting as an agent on behalf of PPA, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the PPA eMarketPlace, per the Implementation Timeline as further described below.
- 6.5.3** Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the PPA award. Products and/or services not authorized through the resulting PPA cooperative contract should not be viewable by RFXPremier eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by RFXPremier eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's

- offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.
- 6.5.4** Contractor agrees that PPA controls which Master Agreements appear in the eMarketPlace and that PPA may elect at any time to remove any of Contractor's offerings from the eMarketPlace.
- 6.5.5** Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.
- 6.5.6** Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.
- 6.5.7** Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.
- 6.5.8** Lead Entity reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead Entity and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.
- 6.5.9** PPA Participating Entities may have their own procurement system, separate from the PPA eMarketPlace, that enables the use of certain PPA Master Agreements. In the event one of these entities elects to use this RFxPremier Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and PPA to implement the catalog.
- 6.5.10** In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (e.g., entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.
- 6.5.11** Implementation Timeline: Following the execution of Contractor's Master Agreement, PPA will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with PPA to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.
- 6.5.11.1** Contractor's PPA eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.
- 6.5.11.2** Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.
- 6.5.11.3** PPA will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.
- 6.5.11.3.1** Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to PPA, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead Entity under this Master Agreement are reflected in the eMarketPlace.
- 6.5.11.3.2** Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce

eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.

6.5.11.3.3 eQuoting. PPA will work with Contractor to set up participation and use to provide eQuotes through the PPA eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.

6.5.12 Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:

6.5.12.1 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 this Master Agreement;

6.5.12.2 A Lead Entity contract identification number for this Master Agreement;

6.5.12.3 Detailed product line item descriptions;

6.5.12.4 Pictures illustrating products, services, or solutions where practicable; and

6.5.12.5 Any additional PPA, Lead Entity, or Participating Addendum requirements.

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

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

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

VII. Pricing, Payment & Leasing

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

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

7.1.2 Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 6 months prior to the effective date.

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

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

7.2 Payment. Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card, any such processing fee must be included in the applicable quote.

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

VIII. Ordering

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

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

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

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

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

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

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

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

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

8.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the

expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

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

- 8.6.1** The services or supplies being delivered;
- 8.6.2** A shipping address and other delivery requirements, if any;
- 8.6.3** A billing address;
- 8.6.4** Purchasing Entity contact information;
- 8.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
- 8.6.6** A not-to-exceed total for the products or services being ordered; and
- 8.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

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

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

IX. Shipping and Delivery

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

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

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

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

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

X. Inspection and Acceptance

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

- 10.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 10.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead Entity, or to any other authorized agent or official of the Lead Entity or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 10.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 10.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 10.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 10.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 10.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 10.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 10.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 10.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 10.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

XI. Warranty

- 11.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section XI will apply.
- 11.2 Warranty.** The Contractor warrants that all Products it will furnish are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, the Contractor warrants that: (a) the Products perform according to all specific claims that the Contractor made in its response to the solicitation; (b) the Products are suitable for and shall perform in accordance with the ordinary use for which they are intended; and (c) the Products are suitable for

any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment. The Contractor agrees to assist the Purchasing Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. The Contractor shall pass on any manufacturer's warranty that extends beyond the expiration of the Contractor's warranty to the Purchasing Entity.

11.3 Breach of Warranty. Notwithstanding inspection and acceptance by the Purchasing Entity or any provision concerning the conclusiveness thereof, the Contractor warrants that all Products provided under this Master Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Master Agreement. The Purchasing Entity shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming Products, or (2) that the Purchasing Entity does not require correction or reperformance.

11.3.1 If the Contractor is required to correct or reperform, it shall be at no cost to the Purchasing Entity, and any Product corrected or reperformed by the Contractor shall be subject to this clause to the same extent as Products initially provided. If the Contractor fails or refuses to correct or reperform, the Purchasing Entity may, by contract or otherwise, correct or replace with similar Products and charge to the Contractor the cost occasioned to the Purchasing Entity, or make an equitable adjustment in the contract price.

11.3.2 If the Purchasing Entity does not require correction or reperformance, the Purchasing Entity shall make an equitable adjustment in the contract price.

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

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

XII. Product Title

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

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

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

XIII. Indemnification

13.1 General Indemnification. The Contractor shall hold harmless, defend, and indemnify PPA, RFXPremier, the Lead Entity, Participating Entities, and Purchasing Entities, along with their officers, directors, and employees ("Indemnified Party") from and against all claims, suits, and demands, including but not limited to damages, losses, expenses, interest, and attorneys' fees, arising out of or resulting from any act, error or omission of the Contractor, its employees or subcontractors or

volunteers, at any tier, relating to performance under this Master Agreement, including any wrongful death, sickness, disease, injury or harm to any person or loss or harm or destruction of property, including loss of use resulting therefrom.

- 13.1.1 In claims against an Indemnified Party by an employee of the Contractor, a subcontractor, an employee of a subcontractor, or an agent of the Contractor or a subcontractor, the indemnification obligation under this provision shall not be limited by the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 13.1.2 The Contractor's obligations under this section shall not be limited by coverage decisions of any insurer providing insurance to the Contractor or by any insurance policy limits or limitations.
- 13.1.3 The Contractor's duty to hold harmless and indemnify includes the obligation to provide defense at the Contractor's expense. The Indemnified Party has the right to approve the selection of counsel.
- 13.1.4 Breach of this provision is considered to be a material breach of the Master Agreement.

13.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless an Indemnified Party, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

- 13.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - 13.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - 13.2.1.2 specified by the Contractor to work with the Product;
 - 13.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - 13.2.1.4 reasonably expected to be used in combination with the Product.
- 13.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
- 13.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.
- 13.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIV. Insurance

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

XV. General Provisions

15.1 Records Administration and Audit

- 15.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead Entity, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing

Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

15.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead Entity, 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.

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

15.2 Confidentiality, Non-Disclosure, and Injunctive Relief

15.2.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product or services under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

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

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

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

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

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

15.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead Entity 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.

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

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

15.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 15.2 would cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

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

15.2.5 RFxPremier. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to RFxPremier's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead Entity, a Participating Entity, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead Entity of the identity of any entity seeking access to the Confidential Information described in this subsection.

15.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead Entity's Freedom of Information policy.

15.3 Assignment/Subcontracts

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

15.3.2 The Lead Entity reserves the right to assign any rights or duties, including written assignment of contract administration duties, to RFxPremier and other third parties.

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

15.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead Entity, other Participating Entities, or Purchasing

Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

15.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (90) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

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

15.8 Defaults and Remedies

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

15.8.1.1 Nonperformance of contractual requirements;

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

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

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

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

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

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

15.8.3.1 Any remedy provided by law;

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

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

- 15.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
- 15.8.3.5** Suspension of Contractor's performance; and
- 15.8.3.6** Withholding of payment until the default is remedied.
- 15.8.4** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
- 15.9 Waiver of Breach.** Failure of the Lead Entity, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead Entity, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead Entity or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.
- 15.10 Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead Entity.
- 15.11 No Waiver of Sovereign Immunity**
- 15.11.1** In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead Entity, 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.
- 15.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- 15.12 Governing Law and Venue**
- 15.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the Lead Entity's Contracting Manual, available at: <https://www.mwaa.com/business/contracting-manuals-forms-and-other-resources>. The construction and effect of the Master Agreement after award will be governed by the laws of the state serving as Lead Entity and is also subject to the Lead Entity's Contracting Manual. The construction and effect of any Participating Addendum

or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

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

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

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

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

15.15 Title VI Solicitation Notice. The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, or national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.

15.16 Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- A. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to

be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: The Contractor will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

15.7 Title VI List of Pertinent Nondiscrimination Act and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms

“programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- To ensure compliance with Title VI, you must take reasonable steps to ensure that limited English proficiency persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

ATTACHMENT B SCOPE OF WORK

This Scope of Work describes the Deliverables being sought through this RFP and the scope of what the Contractor(s) will be expected to offer through a Master Agreement resulting from this RFP. The Scope of Work is intended to provide potential Offerors with sufficient basic information to submit a proposal. It is not intended to limit a proposal's content or exclude any relevant or essential data.

I. OVERVIEW AND DEFINITIONS

The purpose of this Request for Proposals (RFP) is to establish one or more Master Agreements for the procurement of Airport Lighting from Original Equipment Manufacturers (OEM) and their authorized distributors. The agreement(s) will ensure that the Contractor(s) meet applicable UL/ETL certifications, FAA requirements (including the Airport Lighting Equipment Certification Program under AC 150/5345-53D or its current version), ICAO Annex 14 aerodrome lighting standards, relevant ISO quality standards, and DBE/WBE/SBE/MBE/HUB requirements as required by the statutes of each participating entity.

Scope of Participation: These Master Agreement(s) will be available for use by purchasing entities nationwide, including airports, state and local governments, and other public entities that perform airport procurements. Participating entities may use the Master Agreement for operational, maintenance, repair, and small capital lighting needs and may, at their option, incorporate federal terms and conditions to support the use of federal funds where applicable.

Definitions:

FAA: Federal Aviation Administration

ICAO: International Civil Aviation Organization

PAPI: Precision Approach Path Indicator

AIP: Airport Improvement Program

REIL: Runway End Identifier Lights

DBE: Disadvantaged Business Enterprise

WBE: Women's Business Enterprise

SBE: Small Business Enterprise

MBE: Minority Business Enterprise

ALECP: Airport Lighting Equipment Certification Program

HUB: Historically Underutilized Business

II. MASTER AGREEMENT OBJECTIVES

The Master Agreement(s) are designed to provide a flexible, competitively awarded solution for participating public entities to meet their airport lighting needs, with emphasis on operational and maintenance spend. The primary objective is to serve as a cooperative "one-stop" contract, allowing entities to select from a broad range of FAA-accepted and industry-standard airport lighting products and related services from OEMs and their authorized distributors.

This Master Agreement addresses the following needs and objectives:

- a. Provide a streamlined procurement vehicle with established competitive pricing for airport lighting equipment, spare parts, and related services suitable for day-to-day operations and maintenance
- b. Ensure vendor competition and choice to achieve best value, including options for multiple OEMs and authorized distributors where allowed.
- c. Enhance long-term efficiency by allowing participating entities to customize orders (e.g., individual luminaires, cables, regulators, and small projects) while remaining compliant with the Master Agreement terms.
- d. Facilitate the procurement of high-quality products and services that meet or exceed applicable UL/ETL certifications, FAA and ICAO lighting standards, and ISO 9001:2015 or comparable quality management standards, as offered by manufacturers of airfield lighting systems.

III. MASTER AGREEMENT DELIVERABLES

The Contractor(s) awarded under this Master Agreement will be responsible for delivering a range of airport lighting products and related services that support airfield operations, maintenance, and minor improvements. All products offered must be OEM or OEM approved equivalents and, where applicable, be listed under the FAA Airport Lighting Equipment Certification Program (ALECP) or meet ICAO Annex 14 requirements for aerodrome lighting:

Airport Lighting Deliverables:

- a. Airport Beacon
- b. Wind Cone Assembly
- c. Obstruction and obstacle lights meeting applicable FAA/ICAO requirements
- d. Apron Lights
- e. Underground Electric Cables
- f. Constant-current regulators (CCRs) for airfield circuits
- g. Switchgear and Other Electrical Vault Equipment
- h. Threshold, runway, and taxiway edge lights and associated fittings
- i. Pilot Controlled Lighting System
- j. Runway End Identification Lights (REILs)
- k. Precision Approach Path Indicators (PAPIs)
- l. Installation Services
- m. Design Services

IV. CONTRACTOR RESPONSIBILITIES AND TASKS

Contractor(s) awarded a Master Agreement are responsible for delivering products and services and for meeting requirements for the Lead Entity and Purchasing Entities. Responsibilities are intended to support cooperative use nationwide and enable both non-federal and federal-funded purchases when participating entities apply the appropriate terms and conditions.

Contractor Responsibilities and Tasks include:

Product Supply and Quality Assurance:

- a. Ensure products are compatible with existing airport infrastructure.
- b. Provide FAA-Certified equipment database for contract products.
- c. Maintain consistent quality across all materials supplied.
- d. Flexible purchasing options and customizable solutions to each participating entity

Technical Support and Training:

- a. Offer technical guidance on product selection and application.
- b. Provide training materials and support for proper installation and maintenance.

Inventory Management and Delivery:

- a. Maintain sufficient inventory to meet demand from participating airports.
- b. Ensure timely delivery of materials to all locations within the USA.

Compliance and Documentation:

- a. Provide all necessary materials that meet or exceed ISO, FAA, and ICAO standards.
- b. Provide documentation proof of acceptance in FAA Airport Lighting Equipment Certification Program per AC 150/5345-53D.
- c. Submit updated FAA Certification records annually when new products are added to a product category.
- d. Notify entity if any product loses FAA certification to be removed from contract.
- e. Maintain up-to-date safety data sheets and technical specifications for all products.
- f. Provide ability to meet DBE/WBE/SBE/MBE/HUB requirements and provide documentation of compliance.

Customer Service and Support:

- a. Establish a dedicated customer service team for participating airports.
- b. Provide prompt resolution of any product-related issues or concerns.

Reporting and Performance Metrics:

- a. Submit regular reports on sales, product performance, and customer satisfaction as required by the Master Agreement(s).
- b. Collaborate with airports to develop and track key performance indicators.

V. LEAD ENTITY RESPONSIBILITIES AND TASKS

The Lead Entity will:

- a. Conduct the competitive solicitation and evaluation process and award one or more Master Agreements in accordance with applicable procurement laws, the Lead Entity's Contracting Manual, and cooperative program requirements
- b. Administer the Master Agreement(s), including contract amendments, renewals, and overall performance oversight, and coordinate with the cooperative program to make the Contract(s) available for use by participating entities nationwide.

ATTACHMENT C
PRICING

Attachment 10 - Cost Proposal Revised - Amendment One RFP 25-22537 Airfield Lighting (SC-26-00074)		
Offeror Company Name:	CITY ELECTRIC SUPPLY	
Category 1: Airport Beacon	Manufacturer (Provide Separate List Alphabetically if multiple exist) ADB SAFEGATE	Discount % 55.0%
Category 2: Wind Cone Assembly	Manufacturer (Provide Separate List Alphabetically if multiple exist) ADB SAFEGATE	Discount % 55.0%
Category 3: Obstruction & Obstacle Lights	Manufacturer (Provide Separate List Alphabetically if multiple exist) ADB SAFEGATE	Discount % 55.0%
Category 4: Pilot Controlled Lighting System	Manufacturer (Provide Separate List Alphabetically if multiple exist) ADB SAFEGATE	Discount % 55.0%
Category 5: Apron Lights	Manufacturer (Provide Separate List Alphabetically if multiple exist) ADB SAFEGATE	Discount % 55.0%
Category 6: Underground Electric Cables	Manufacturer (Provide Separate List Alphabetically if multiple exist) ADB SAFEGATE	Discount % 55.0%
Category 7: Constant-Current regulators (CCRs) for airfield circuits	Manufacturer (Provide Separate List Alphabetically if multiple exist) ADB SAFEGATE	Discount % 61.0%
Category 8: Switchgear and Other Electrical Vault Equipment	Manufacturer (Provide Separate List Alphabetically if multiple exist) ADB SAFEGATE	Discount % 55.0%
Category 9: Threshold, runway, and taxiway edge lights and associated fittings	Manufacturer (Provide Separate List Alphabetically if multiple exist) ADB SAFEGATE	Discount % 55.0%
Category 10: Runway End Identification Lights (REILs)	Manufacturer (Provide Separate List Alphabetically if multiple exist) ADB SAFEGATE	Discount % 61.0%
Category 11: Precision Approach Path Indicators (PAPIs)	Manufacturer (Provide Separate List Alphabetically if multiple exist) ADB SAFEGATE	Discount % 55.0%

MWAA Master Agreement - Airfield Lighting Products

Final Audit Report

2026-09-25

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