

STATE OF NEVADA COOPERATIVE CONTRACT

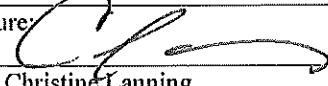
Nevada Contract Number:	99SWC- NV 23- 16265
Master Agreement Number:	99SWC- NV 23- 16265
Solicitation Number:	99SWC-S1820 (NASPO ValuePoint, Nevada)
Title:	Security and Fire Protection Services (NASPO ValuePoint, Nevada)

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

Contractor:	Integrated Security Technologies, Inc.		
Address:	94-1388 Moaniani St., Suite 204		
City, State, Zip Code:	Waipahu, HI 96797		
Contact:	Christine Lanning		
Phone:	808-836-4094	Email:	christine@istechs.net

1. **SCOPE.** This purpose of this contract is to provide Security and Fire Protection Services as needed, in accordance with each participating addendum executed under this master agreement.
2. **TERM.** Effective Date: Upon execution, Termination Date: 07/31/2028 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): two (2) option periods of (2) years each.
3. **ATTACHMENTS**
 - 3.1. The following documents are incorporated in descending order of constructive precedence.
 - A. NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS
 - B. VENDOR COST PROPOSAL 99SWC-VQ13557
 - C. INSURANCE SCHEDULE
 - D. SOLICITATION 99SWC-S1820
 - E. VENDOR PROPOSAL 99SWC-VQ13557
 - 3.2. The following documents are incorporated by reference but not attached.
 - A. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
4. **AUTHORITY.** Each person signing represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery and the performance of each party's obligations hereunder have been duly authorized, and this is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

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

Government Entity: State of Nevada	Contractor: Integrated Security Technologies, Inc.
Signature: 	Signature: 
Name: Gideon K. Davis	Name: Christine Lanning
Title: Administrator	Title: President
Date: 5/5/23	Date: April 27, 2023

ATTACHMENT A
NASPO VALUEPOINT MASTER AGREEMENT
TERMS AND CONDIDITIONS



ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

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

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

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

II. Term of Master Agreement

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

III. Order of Precedence

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

IV. Participants and Scope

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

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

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

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

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

V. NASPO ValuePoint Provisions

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

5.2 Administrative Fees

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

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

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. Pricing, Payment & Leasing

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

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

VII. Ordering

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

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

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

VIII. Shipping and Delivery

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

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

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

IX. Inspection and Acceptance

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

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

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

X. Warranty

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

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

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

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

XI. Product Title

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

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

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

XII. Indemnification

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

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

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

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

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

12.2.1.2 specified by the Contractor to work with the Product;

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

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

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

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

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

XIII. Insurance

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

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

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

XIV. General Provisions

14.1 Records Administration and Audit

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

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

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

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

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

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

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

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

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

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

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

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

14.3 Assignment/Subcontracts

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

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

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

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

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

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

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

14.8 Defaults and Remedies

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

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

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

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

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

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

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

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

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

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

14.11 No Waiver of Sovereign Immunity

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

14.12 Governing Law and Venue

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

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

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

VENDOR COST PROPOSAL 99SWC-VQ13410

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

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

Integrated Security Technologies, Inc.

Hawaii

1. BACKFLOW PREVENTION SYSTEM (CATEGORY 1)

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

99SWC-S1820 COST SCHEDULE

VENDOR NAME:**NATIONWIDE/REGION(S)/STATE(S) PROPOSED:**

Integrated Security Technologies, Inc.

Hawaii

2. SANDPIPER INSPECTIONS - FIRE HOSE (CATEGORY 2)

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

99SWC-S1820 COST SCHEDULE

VENDOR NAME:**NATIONWIDE/REGION(S)/STATE(S) PROPOSED:**

Integrated Security Technologies, Inc.

Hawaii

3. AUTOMATIC FIRE PUMPS (CATEGORY 3)

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

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

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

Integrated Security Technologies, Inc.

Hawaii

4. FIRE SPRINKLER SYSTEMS (CATEGORY 4)

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

99SWC-S1820 COST SCHEDULE

VENDOR NAME:**NATIONWIDE/REGION(S)/STATE(S) PROPOSED:**

Integrated Security Technologies, Inc.

Hawaii

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

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

99SWC-S1820 COST SCHEDULE

VENDOR NAME:**NATIONWIDE/REGION(S)/STATE(S) PROPOSED:**

Integrated Security Technologies, Inc.

Hawaii

6. EMERGENCY LIGHTING (CATEGORY 6)

6.1.	EMERGENCY LIGHTING	Unit	Rate
6.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ -
6.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
6.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
6.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ -
6.1.5.	Repair - Telephone Support	Per Hour	\$ -
6.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ -
6.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
6.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
6.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ -
6.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
6.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
6.1.12.	Materials Mark-up	% of contractor cost	0.00%
6.1.13.	Subcontractor Mark-up	% of subcontractor cost	0.00%
6.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
6.2.1.		Per Hour	\$ -
6.2.2.		Per Hour	\$ -
6.2.3.		Per Hour	\$ -
6.2.4.		Per Hour	\$ -
6.2.5.		Per Hour	\$ -
6.2.6.		Per Hour	\$ -
6.2.7.		Per Hour	\$ -
6.2.8.		Per Hour	\$ -
6.2.9.		Per Hour	\$ -
6.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:**NATIONWIDE/REGION(S)/STATE(S) PROPOSED:**

Integrated Security Technologies, Inc.

Hawaii

7. SPECIAL HAZARD FIRE SUPPRESSION SYSTEMS (CATEGORY 7)

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

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

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

Integrated Security Technologies, Inc.

Hawaii

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

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

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

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

Integrated Security Technologies, Inc.

Hawaii

9. NEW PORTABLE FIRE EXTINGUISHERS (CATEGORY 9)

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

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VENDOR NAME:

Integrated Security Technologies, Inc.

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

Hawaii

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

10.1.	KITCHEN FIRE SUPPRESSION COMMERCIAL HOOD SYSTEM	Unit	Rate
10.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ -
10.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
10.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
10.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ -
10.1.5.	Repair - Telephone Support	Per Hour	\$ -
10.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ -
10.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
10.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
10.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ -
10.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
10.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
10.1.12.	Materials Mark-up	% of contractor cost	0.00%
10.1.13.	Subcontractor Mark-up	% of subcontractor cost	0.00%
10.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
10.2.1.		Per Hour	\$ -
10.2.2.		Per Hour	\$ -
10.2.3.		Per Hour	\$ -
10.2.4.		Per Hour	\$ -
10.2.5.		Per Hour	\$ -
10.2.6.		Per Hour	\$ -
10.2.7.		Per Hour	\$ -
10.2.8.		Per Hour	\$ -
10.2.9.		Per Hour	\$ -
10.2.10.		Per Hour	\$ -

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VENDOR NAME:

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

Integrated Security Technologies, Inc.

Hawaii

11. COMMERCIAL HOOD SYSTEM CLEANING (CATEGORY 11)

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

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VENDOR NAME:**NATIONWIDE/REGION(S)/STATE(S) PROPOSED:**

Integrated Security Technologies, Inc.

Hawaii

12. ACCESS CONTROL SYSTEMS (CATEGORY 12)

12.1.	ACCESS CONTROL SYSTEMS	Unit	Rate
12.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 185.00
12.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 100.00
12.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 130.00
12.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 170.00
12.1.5.	Repair - Telephone Support	Per Hour	\$ 75.00
12.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 185.00
12.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 105.00
12.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 140.00
12.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 185.00
12.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
12.1.11.	Monitoring/Maintenance - Option B	% of system cost	8.00%
12.1.12.	Materials Mark-up	% of contractor cost	30.00%
12.1.13.	Subcontractor Mark-up	% of subcontractor cost	10.00%
12.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
12.2.1.		Per Hour	\$ -
12.2.2.		Per Hour	\$ -
12.2.3.		Per Hour	\$ -
12.2.4.		Per Hour	\$ -
12.2.5.		Per Hour	\$ -
12.2.6.		Per Hour	\$ -
12.2.7.		Per Hour	\$ -
12.2.8.		Per Hour	\$ -
12.2.9.		Per Hour	\$ -
12.2.10.		Per Hour	\$ -

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VENDOR NAME:

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

Integrated Security Technologies, Inc.

Hawaii

13. BURGLAR ALARM SYSTEMS (CATEGORY 13)

13.1.	BURGLAR ALARM SYSTEMS	Unit	Rate
13.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 185.00
13.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 100.00
13.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 130.00
13.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 170.00
13.1.5.	Repair - Telephone Support	Per Hour	\$ 75.00
13.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 185.00
13.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 105.00
13.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 140.00
13.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 185.00
13.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
13.1.11.	Monitoring/Maintenance - Option B	% of system cost	8.00%
13.1.12.	Materials Mark-up	% of contractor cost	30.00%
13.1.13.	Subcontractor Mark-up	% of subcontractor cost	10.00%
13.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
13.2.1.	Alarm Monitoring	Per Alarm Panel/Per Month	\$ 50.00
13.2.2.		Per Hour	\$ -
13.2.3.		Per Hour	\$ -
13.2.4.		Per Hour	\$ -
13.2.5.		Per Hour	\$ -
13.2.6.		Per Hour	\$ -
13.2.7.		Per Hour	\$ -
13.2.8.		Per Hour	\$ -
13.2.9.		Per Hour	\$ -
13.2.10.		Per Hour	\$ -

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VENDOR NAME:

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

Integrated Security Technologies, Inc.

Hawaii

14. SURVEILLANCE SERVICES AND EQUIPMENT (CATEGORY 14)

14.1.	SURVEILLANCE SERVICES AND EQUIPMENT	Unit	Rate
14.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 185.00
14.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 100.00
14.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 130.00
14.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 170.00
14.1.5.	Repair - Telephone Support	Per Hour	\$ 75.00
14.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 185.00
14.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 105.00
14.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 140.00
14.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 185.00
14.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
14.1.11.	Monitoring/Maintenance - Option B	% of system cost	8.00%
14.1.12.	Materials Mark-up	% of contractor cost	30.00%
14.1.13.	Subcontractor Mark-up	% of subcontractor cost	10.00%
14.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
14.2.1.		Per Hour	\$ -
14.2.2.		Per Hour	\$ -
14.2.3.		Per Hour	\$ -
14.2.4.		Per Hour	\$ -
14.2.5.		Per Hour	\$ -
14.2.6.		Per Hour	\$ -
14.2.7.		Per Hour	\$ -
14.2.8.		Per Hour	\$ -
14.2.9.		Per Hour	\$ -
14.2.10.		Per Hour	\$ -

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VENDOR NAME:

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

Integrated Security Technologies, Inc.

Hawaii

15. HIGH SECURITY CONTROL SYSTEMS (CATEGORY 15)

15.1.	HIGH SECURITY CONTROL SYSTEMS	Unit	Rate
15.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ -
15.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
15.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
15.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ -
15.1.5.	Repair - Telephone Support	Per Hour	\$ -
15.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ -
15.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
15.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
15.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ -
15.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
15.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
15.1.12.	Materials Mark-up	% of contractor cost	0.00%
15.1.13.	Subcontractor Mark-up	% of subcontractor cost	0.00%
15.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
15.2.1.		Per Hour	\$ -
15.2.2.		Per Hour	\$ -
15.2.3.		Per Hour	\$ -
15.2.4.		Per Hour	\$ -
15.2.5.		Per Hour	\$ -
15.2.6.		Per Hour	\$ -
15.2.7.		Per Hour	\$ -
15.2.8.		Per Hour	\$ -
15.2.9.		Per Hour	\$ -
15.2.10.		Per Hour	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

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

Integrated Security Technologies, Inc.

Hawaii

16. INSPECTIONS - MONITORING - MAINTENANCE (CATEGORY 16)

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

ATTACHMENT C – RFP 99SWC-S1820
INSURANCE SCHEDULE

INSURANCE SCHEDULE

1. **MINIMUM SCOPE AND LIMITS OF INSURANCE.** Consultant shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.
- 1.1. **COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM**
 - 1.1.1. Policy shall include bodily injury, property damage and broad form contractual liability coverage.
 - A. General Aggregate\$2,000,000
 - B. Products – Completed Operations Aggregate\$1,000,000
 - C. Personal and Advertising Injury\$1,000,000
 - D. Each Occurrence\$1,000,000
 - 1.1.2. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- 1.2. **AUTOMOTIVE LIABILITY**
 - 1.2.1. Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
 - A. Combined Single Limit (CSL).....\$1,000,000
 - 1.2.2. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
- 1.3. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**
 - 1.3.1. Workers' Compensation Statutory
 - 1.3.2. Employers' Liability
 - A. Each Accident\$100,000
 - B. Disease – Each Employee.....\$100,000
 - C. Disease – Policy Limit.....\$500,000
 - 1.3.3. Policy shall contain a waiver of subrogation against the State of Nevada.
 - 1.3.4. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.
- 1.4. **PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS LIABILITY)**
 - 1.4.1. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.
 - A. Each Claim.....\$1,000,000
 - B. Annual Aggregate\$2,000,000
 - 1.4.2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- 1.5. **NETWORK SECURITY (CYBER) AND PRIVACY LIABILITY**
 - A. Per Occurrence.....\$1,000,000
 - B. Annual Aggregate\$2,000,000
- 1.6. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

INSURANCE SCHEDULE

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

ATTACHMENT D
SOLICITATION 99SWC-S1820



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

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



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

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

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

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1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT

- 1.1. All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: www.leg.state.nv.us/law1.cfm.
- 1.2. Prospective vendors are advised to review Nevada ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

2. PROJECT OVERVIEW

2.1. PURPOSE

- 2.1.1. The State of Nevada, Purchasing Division (Lead State) is requesting proposals for Security & Fire Protection Services in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish Master Agreements with qualified vendors to provide Security & Fire Protection Services and related equipment for all Participating Entities. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the master agreement shall be five (5) years, with two (2) option periods of two (2) years each, following renewal provisions as outlined in *Section II of NASPO ValuePoint Master Agreement Terms and Conditions*.
- 2.1.2. It is anticipated that this RFP may result in Master Agreement awards to multiple contractors, in the discretion of the Lead State.
- 2.1.3. This RFP is designed to provide interested vendors with sufficient information to submit proposals meeting minimum requirements but is not intended to limit proposal content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.
- 2.1.4. While the intent is to provide contracts that are available nationwide, the Lead State will consider proposals on a regional or individual state basis. Small businesses, women owned businesses, minority owned businesses, and veteran owned businesses are encouraged to propose.
- 2.1.5. Multistate use of an award is subject to the approval of the NASPO ValuePoint Executive Council. Awards not approved by NASPO ValuePoint may, at the option of the Lead State, result in a contract for use by the Lead State only. Awards and Master Agreements may be approved in whole or in part. Offeror agrees to hold the Lead State and NASPO harmless and release the Lead State and NASPO from any liability for damages arising from non-award or non-execution of a contract.

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

- 2.2.1. The State of Nevada Purchasing Division is the Lead State and issuing office for this document and all subsequent addenda relating to it.
- 2.2.2. The reference number for the Solicitation is **99SWC-S1820**. This number must be referenced on all proposals, correspondence, and documentation relating to the RFP.
- 2.2.3. The Lead State Contract Administrator identified on page 1 is the single point of contact during this procurement process. Vendors and interested persons shall direct to the Lead State Contract Administrator all questions concerning procurement process, technical requirements, contractual requirements, requests for brand approval, changes, clarifications, protests, award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement(s).

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

- 2.3.1. **Lead State** means the state conducting this cooperative procurement, evaluation, and award.
- 2.3.2. **Offeror** means a person, company, or firm who submits a proposal in response to this Request for Proposal.
- 2.3.3. **Proposal** means the official written response submitted by an Offeror in response to this Request for Proposal.
- 2.3.4. **Request for Proposals or RFP** means the entire solicitation document, including all parts, sections, exhibits, attachments, and addenda.

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

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

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

2.6. **ANTICIPATED USAGE**

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

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

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

3. SCOPE OF WORK

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

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

4. COST PROPOSAL

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

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

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

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

Schedule Attachment.

4.5. INSTRUCTIONS

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

5. ATTACHMENTS

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

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

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

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

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

6. TIMELINE

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

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

- C. Deadline for References No later than 5:00 pm on 02/22/2023
- D. Deadline Proposal Submission and Opening..... No later than 2:00 pm on 02/23/2023
- E. Evaluation Period (estimated)02/23/2023 – 03/21/2023
- F. Evaluation Sourcing Team Meeting03/21/2023 – 03/23/2023
- G. NASPO Executive Council Award Review (estimated) On or about 03/29/2023
- H. Notice of Intent (estimated) On or about 03/30/2023
- I. Notice of Award (estimated) On or about 04/06/2023

7. EVALUATION PROCESS

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

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

- A. Demonstrated Competence.....20
- B. Experience in Performance of Comparable Engagements20
- C. Conformance with the Terms of This RFP.....10
- D. Reporting.....20

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

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

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

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

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

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

7.2. COST SCORING

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

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

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

7.3. PRESENTATIONS

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

7.4. AWARD

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

8. MANDATORY MINIMUM REQUIREMENTS

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

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

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

9. CRITICAL ITEMS

- 9.1. In addition to the *Scope of Work* and other attachments, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring the proposal. Offeror proposal should address items in this section in enough detail to provide evaluators an accurate understanding of offeror capabilities. Proposals that fail to sufficiently respond to these items may be considered non-responsive.
- 9.2. NASPO ValuePoint MASTER AGREEMENT STATEMENT OF COMPLIANCE
 - 9.2.1. NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Addendum for a Participating Entity.
 - 9.2.2. The Master Agreement will include, but not be limited to, the attached *NASPO ValuePoint Master Agreement Terms and Conditions* and Lead State specific terms and conditions required to execute a master agreement, *99SWC-S1820 Scope of Work*, and selected portions of the offeror Proposal.
 - 9.2.3. Offerors must include a statement in their Proposal that they have read and understand all terms and conditions and will comply fully.
- 9.3. NASPO ValuePoint ADMINISTRATIVE FEE AND REPORTING REQUIREMENTS
 - 9.3.1. To be eligible for award, the vendor agrees to pay a NASPO ValuePoint administrative fee as specified in *Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions*. Moreover, specific summary and detailed usage reporting requirements are prescribed by *Section 7 of NASPO ValuePoint Master Agreement Terms and Conditions*.
 - 9.3.2. Contractor will be required to provide reporting contact within 15 days of Master Agreement execution. This information must be kept current during the contract period.
- 9.4. PROMOTION OF THE NASPO ValuePoint MASTER AGREEMENT
 - 9.4.1. The *NASPO ValuePoint Master Agreement Terms and Conditions* include program provisions governing participation in the cooperative, reporting and payment of administrative fees, and marketing/education relating to the NASPO ValuePoint cooperative procurement program. In this regard,
 - A. Describe experience working with contracting cooperatives.
 - B. List the cooperatives through which you currently have a contract and provide sales volume information for each. Identify any restrictions on pricing and sales imposed by your other cooperative contracts.
 - C. Describe how you intend to market your Master Agreement and encourage participation among potential Participating Entities, including state governments.
 - D. Describe how you intend to encourage usage of your Master Agreement by Purchasing Entities.
 - E. Describe your approach to negotiation of Participating Addenda. Describe the extent to which you provide Participating Entities flexibility in incorporating entity-specific language into their Participating Addenda. Do you require entities to provide statutory citations for specific language?
- 9.5. INSURANCE SCHEDULE. To be eligible for award, offeror agrees to acquire insurance from an insurance carrier or

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

9.6. VENDOR BACKGROUND

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

9.7. SUBCONTRACTORS

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

9.8. VENDOR STAFF RESUMES

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

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

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

9.9. CUSTOMER SERVICE

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

9.10. EXCEPTIONS TO TERMS AND CONDITIONS

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

9.12. VENDOR FINANCIAL INFORMATION

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

9.13. BUSINESS REFERENCES

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

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

10. SUBMISSION CHECKLIST

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

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

10.2. TECHNICAL PROPOSAL

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

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

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

10.4. COST PROPOSAL

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

10.6. SIGNED ATTACHMENTS

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

- 10.7. OTHER ATTACHMENTS. If necessary, not recommended.

- 10.8. REFERENCE QUESTIONNAIRES. Not submitted directly by offeror.

99SWC-S1820 SCOPE OF WORK

1. OVERVIEW

- 1.1. Each Scope of Work category will be evaluated separately by the Evaluation Committee. Committee members will score each category independently. Awards will be made in the best interest of the Lead State and the NASPO ValuePoint cooperative purchasing program.
- 1.2. Multistate use of an award is subject to the approval of the NASPO ValuePoint Executive Council. Awards not approved by NASPO ValuePoint may, at the option of the Lead State, result in a contract for use by the Lead State only.
- 1.3. Vendors may submit a proposal for any or all categories listed but may not submit for less than an entire category. Vendors must clearly identify in their proposal the category or categories, the section number(s), and geographic location for which they are proposing.

1.4. UNIVERSAL REQUIREMENTS

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

1.5. CONTRACT USAGE

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

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- 1.5.11. Purchasing Entity may have proprietary equipment. Vendor is responsible for working with or notifying a Purchasing Entity regarding maintenance and repair of proprietary equipment.
- 1.5.12. Vendor shall designate a single point of contact to be liaison for Participating Entity information technology staff to handle day-to-day operations.

1.6. CATEGORIES

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

2. CATEGORY DESCRIPTIONS AND DETAILS

2.1. BACKFLOW PREVENTION SYSTEM

- 2.1.1. Backflow prevention systems prevent contamination of the potable water distribution through infiltration of stagnant water or substances from industrial or fire protection piping. Regularly scheduled maintenance and service of backflow prevention devices helps prevent potential health issues due to water supply contamination. Certified inspection and testing services must include a written report of inspection findings, including any specific recommendations for corrective action where needed.
- 2.1.2. Inspections
 - A. Each backflow prevention device to determine whether it is in service and in satisfactory condition.
 - B. Site and identify any conditions that could potentially compromise the performance of mechanical and/or electronic components of the backflow preventers
 - C. Backflow preventer control valves for proper position, general condition, and accessibility
 - D. The general condition of backflow preventers, piping, hangers, drains, test ports and related equipment
- 2.1.3. Additional Requirements
 - A. Conduct required annual performance differential test
 - B. Tag devices as required and perform all required record-keeping/reporting
 - C. Provide a brief written report of the inspection to Purchasing Entity, detailing any deficiencies
 - D. Be sure Purchasing Entity is updated with proper operation of the equipment, as needed

2.2. STANDPIPE INSPECTIONS – FIRE HOSE

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

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- 2.2.2. Remove the hose from its rack, and check:
 - A. Last hydro-test date is within code requirements
 - B. Condition of couplings
 - C. Condition of the threads
 - D. Condition of gasket in the coupling, replace if necessary
 - E. Valve for damage, rot, or mildew
 - F. Hose for damage, rot, or mildew
 - G. Nozzle for damaged threads and damaged or blocked tip
 - H. Verify standpipe hose threads match type used by local Fire Department. If threads do not match, an adapter should be supplied
- 2.2.3. Reattach coupling to valve
- 2.2.4. Reposition the hose on the rack so that folds do not occur in previous positions
- 2.2.5. Replace nozzle and attach it to the nozzle clip on the rack
- 2.2.6. Tag the unit properly
- 2.2.7. Check the cabinet for easy access and, where applicable, check that the glass is intact
- 2.2.8. Observe the hazard area to confirm that there is sufficient hose to reach in any direction
- 2.2.9. Check that the standpipe is visible and unobstructed. If it is obstructed, notify the Purchasing Entity representative, and have the area cleared
- 2.2.10. Provide a brief written report of the inspection to Purchasing Entity, detailing any deficiencies
- 2.2.11. Be sure Purchasing Entity is updated with proper operation of the equipment, as needed
- 2.3. AUTOMATIC FIRE PUMPS
 - 2.3.1. Automatic fire pumps boost water pressure for high hazard areas and where water demand exceeds available pressure. In the event of pump failure, a sprinkler system will not perform at the required levels established for adequate protection of a facility and its occupants. To ensure proper operation of automatic pumps, a scheduled comprehensive inspection and test is required in accordance with local, state, and federal codes. Certified pump tests must include a written analysis addressing the current performance of inspected pump equipment. A report of the inspection findings must also include recommendations for corrective action where needed.
 - 2.3.2. Inspect
 - A. Automatic fire pumps to determine if they are in service and in satisfactory condition in accordance with NFPA standards
 - B. Site conditions and identify any issues that could compromise the performance of mechanical and/or electronic components of the pumps
 - C. Inspect automatic fire pump control valves for proper position, general condition, accessibility, and appropriate signage
 - D. Inspect automatic fire pump test header for satisfactory condition
 - E. Inspect automatic fire pump alarm components for satisfactory condition
 - 2.3.3. Additional Requirements
 - A. Check general condition of automatic fire pump piping, hangers, drain valves, check valves, gauges, and related equipment
 - B. Conduct required annual performance flow test
 - C. Tag devices as required and perform required record-keeping
 - D. Provide a brief written report of the inspection to Purchasing Entity, detailing any deficiencies
 - E. Be sure Purchasing Entity is updated with proper operation of the equipment, as needed
- 2.4. FIRE SPRINKLER SYSTEMS
 - 2.4.1. Inspections shall be carried out in accordance with local, state, and federal codes. Each inspection shall include a report of the inspection results, and include recommendations for any corrective actions, where needed.
 - 2.4.2. Inspections
 - A. System to determine whether it is in service, and all components are in satisfactory condition in accordance with NFPA standards

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

2.4.3. As Needed

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

2.4.4. Additional Requirements

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

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

2.5. FIRE DETECTION – FIRE ALARM SYSTEM

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

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

2.5.3. Inquire

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

2.5.4. Inspections

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

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heat actuating devices

N. And exercise all supervised control valves and switches

2.5.5. Additional Requirements

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

2.6. EMERGENCY LIGHTING

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

2.6.2. Inspections

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

2.6.3. Additional Requirements

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

2.7. SPECIAL HAZARD FIRE SUPPRESSION SYSTEMS

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

2.7.2. Inspections

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

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2.7.3. Additional Requirements

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

2.8. PORTABLE FIRE EXTINGUISHER INSPECTION, SERVICE, and TESTING

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

2.8.2. Inspections

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

2.8.3. Additional Requirements

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

2.9. NEW PORTABLE FIRE EXTINGUISHER SALES

2.9.1. Minimum requirements of all new fire extinguishers:

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

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

2.9.2. Additional Requirements

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

2.10. KITCHEN FIRE SUPPRESSION – COMMERCIAL HOOD SYSTEM

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

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

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

2.10.4. Inspections

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

2.10.5. Additional Requirements

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

2.11. COMMERCIAL HOOD SYSTEMS CLEANING

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- 2.11.1. The State desires that vendors incorporate, to the fullest extent possible, environmentally responsible business practices. To that end, the State expects all prospective contractors to demonstrate commitment to and experience in environmental sustainability and public health protection practices applicable to their line of services. In accordance with State EPP Policy, the cleaning products used for Commercial Hood Systems Cleaning should be in accord with the standards and recommendations of the United States Environmental Protection Agency EPP program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council. Hood cleaning products registered under NSF International are also acceptable.
- 2.11.2. Vendor to Provide
 - A. High pressure spray unit(s) for cleaning commercial hoods
 - B. Purchasing Entity representative with a cleaning schedule
 - C. When cleaning multiple units, schedule off-peak hours for cleaning
 - D. Prearrange with Purchasing Entity representative for kitchen key(s) and roof accessibility, as applicable
 - E. Ladder(s) for buildings without roof access and all other ladder requirements
 - F. Lighting accessories
 - G. Tools and equipment necessary to perform hood cleaning & clean-up
 - H. Grease bearings on blower shaft, (if noted on job order)
 - I. Return all issued keys to agencies representative upon completion of job (if applicable)
- 2.11.3. Hood System Cleaning Scope of Work
 - A. Kitchen Setup
 - 1. Turn off appliances and pilot lights
 - 2. Remove or place boards over deep fat fryers
 - 3. Place boards over range, cookers, etc.
 - 4. Place polyurethane over all appliances and clip to troughs
 - 5. Clip and drape polyurethane from the hood canopy, directing water to suitable drain or collection container
 - B. Remove grease filters
 - C. Clean filters, as noted on job order
 - D. Set-Up for Roof Fan Cleaning
- 2.12. ACCESS CONTROL SYSTEMS
 - 2.12.1. Access Control System (TACACS) is a centralized access control system that requires users to send an ID and static (reusable) password for authentication. TACACS uses UDP port 49 (and may also use TCP). Reusable passwords are a vulnerability: the improved TACACS+ provides better password protection by allowing multifactor authentication.
 - 2.12.2. The Access Control Systems category includes, but is not limited to the following services:
 - A. All aspects of access control system services
 - B. Installation of new systems
 - C. Replacement or upgrade of systems
 - D. Removal of existing systems
 - E. Integration of various types of systems
 - F. Provide and install all related equipment and any items necessary for operation and installation of equipment such as wires and fasteners that are needed to complete work
 - 2.12.3. Maintenance and repair (including emergency repairs) of systems
 - A. Respond on site to trouble calls within four (4) hours, including weekends and holidays
 - B. Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched
 - C. Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement
 - D. Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location

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

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

2.15. HIGH SECURITY CONTROL SYSTEMS

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

2.15.2. Replacement or upgrade of systems

2.15.3. Testing, training

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

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

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

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

2.16. INSPECTIONS & MONITORING

2.16.1. Vendor must:

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

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

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

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

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

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

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

2.16.5. Alarm Monitoring

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

3. GENERAL REQUIREMENTS

3.1. BACKGROUND CHECKS

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

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

3.2. PUBLIC WORKS PROJECTS

- 3.2.1. Any projects that are federally funded may be subject to the requirements of *Davis-Bacon Act and/or the Davis-Bacon Wage Decision*.
- 3.2.2. Labor prices for affected projects may be negotiated between the Purchasing Entity and the contractor, provided the contractor provides adequate documentation for any negotiated increase.
 - A. Documentation may include payroll records, copies of wage decisions, and/or other information that establishes a clear difference between contractor standard wage and the prevailing Davis-Bacon wage for any affected employee for that project.
 - B. Under no circumstances will that price be increased by an amount higher than the difference between the normal hourly rate and the hourly rate required by the applicable Davis-Bacon Wage Decision.
- 3.2.3. Vendors must include in job quotes the standard business hours and prevailing wage rate for the job location. Quotes should include shift differential, if any, for working nights and weekends.
- 3.2.4. Jobsites must be cleaned every day.
- 3.2.5. Awarded vendor(s) must complete any punch lists within five (5) days of receipt. Exceptions to this standard may be addressed on an individual project basis.
- 3.2.6. Asbestos
 - A. Asbestos may be present in facilities and may be encountered in previously inspected buildings.
 - B. Upon discovering asbestos or a suspected asbestos-containing material (ACM), all work shall immediately stop in the affected area and contractor will immediately contact the project manager and/or building owner;
 - C. The project manager and/or building owner shall assume responsibility for taking material samples for testing; and
 - D. The project manager/building owner will convey all pertinent information regarding asbestos test results to the vendor and, if necessary, conduct any required remediation prior to resuming work in the affected area.
 - E. All remediation work must be performed by a contractor specifically licensed and/or certified to perform asbestos remediation.
 - F. Vendors may be held liable for violations of any applicable federal, state and/or local environmental laws or regulations, whether committed through action or inaction.

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3.3. GENERAL

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

3.4. PENALTY FOR IMPROPER PRICING

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

3.5. STANDARD OF PERFORMANCE AND ACCEPTANCE

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

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

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

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

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

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

4. TERMS AND CONDITIONS FOR GOODS

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

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

VENDOR INFORMATION RESPONSE

Vendors shall complete and return this form in their proposal.

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

1. VENDOR CONTACT INFORMATION

1.1 COMPANY NAME AND CONTACT INFORMATION:

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

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

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

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

VENDOR INFORMATION RESPONSE

2. VENDOR INFORMATION

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

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

2.2 VENDOR LICENSING

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

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

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

VENDOR INFORMATION RESPONSE

2.3 STATE OF NEVADA EXPERIENCE

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

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

2.3.2 Table can be duplicated for each contract being identified.

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

2.4 CURRENT OR FORMER EMPLOYEE

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

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

2.5 PRIOR OR ONGOING CONTRACTUAL ISSUES

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

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

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

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

2.5.4 Table can be duplicated for each issue being identified.

VENDOR INFORMATION RESPONSE

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

3. PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD

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

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

4. NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION

Requested Information	Response
Name:	
Title:	

4.1 SIGNATURE OF INDIVIDUAL AUTHORIZED TO BIND THE VENDOR

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

VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

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

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

Company Name:	
Print Name:	
Signature:	
Date:	

CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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

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

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

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

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

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

ATTACHMENT E
VENDOR PROPOSAL



Response to
Request for Proposal
Nevada Solicitation Number 99SWC-S1820

NASPO ValuePoint Master Agreement
For Security & Fire Protection Services

Contact: Christine Lanning, President
christine@istechs.net (Office) 808-836-4094





Leading Hawaii To A Safer Place

February 23, 2023

State of Nevada, Purchasing Division
Attention: Nancy Feser, Purchasing Officer
515 E. Musser Street, Suite 300
Carson City, NV 89701

Aloha Ms. Feser,

The Integrated Security Technologies, Inc. (IST) Team is proud to present our proposal in response to Solicitation Number 99SWC-S1820 - NASPO ValuePoint Master Agreement for Security & Fire Protection Services.

See the table below for the categories, category numbers, and locations IST is submitting for:

Access Control Systems	2.12	State of Hawaii
Burglar Alarm Systems	2.13	State of Hawaii
Surveillance Services and Equipment	2.14	State of Hawaii

IST would very like to be awarded this contract. We believe our experience and our exceptional customer service would make us an outstanding vendor for the State of Hawaii.

Should you have any questions I can be contacted at christine@istechs.net or via phone at (808) 836-4094.

Regards,

A handwritten signature in black ink, appearing to read 'Christine', with a stylized flourish extending to the right.

Christine Lanning
President

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Response to Mandatory Minimum Requirements

8 Mandatory Minimum Requirements

Integrated Security Technologies (IST) understands and confirms we comply with each of the requirements listed in Section 8 Mandatory Minimum Requirements EXCEPT Section 8.8 Nevada Business License.

IST does NOT intend to submit a proposal for a Participating Addendum in Nevada.

The NASPO question/answer states, "A Nevada Business License is not required to submit a proposal or receive award of a NASPO ValuePoint Master Agreement. A Nevada Business License is required to be awarded a Participating Addendum in Nevada. Other participating entitles may have business or other licensing requirements as part of a Participating Addendum."

Response to Critical Items

9 Critical Items

IST understands and agrees to comply with all items listed in Section 9 – Critical Items. Each item is addressed below.

9.2 NASPO ValuePoint Master Agreement Statement of Compliance

IST understands and agrees to all terms and conditions contained within the NASPO Value Point Master Agreement (RFP# 99SWC-S1820).

9.3 NASPO ValuePoint Administrative Fee and Reporting Requirements

IST understands and agrees to pay the NASPO ValuePoint administrative fee specified in Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions.

IST understands and agrees to provide specific summary and detailed usage reporting requirements prescribed by Section 7 of NASPO ValuePoint Master Agreement Terms and Conditions.

IST understands and agrees to provide a reporting contact within 15 days of the Master Agreement execution.

9.4 Promotion of the NASPO ValuePoint Master Agreement

- A. IST has years of experience working with contracting cooperatives. We have several multi-year contracting vehicles / Master Services Agreements.
- B. See below for some of our current multi-year contracting vehicles to demonstrate our experience in working with contracting cooperatives.

Naval Information Warfare Center (NIWC) Antiterrorism and Force Protection Sustainment

- Contract: N66001-19-R-0043
- Contract Type: Indefinite delivery, indefinite quantity (IDIQ) contract defined as an indefinite quantity of delivery task orders can be awarded.
- Task Order Type: Firm Fixed Price
- Period of Performance: 10/01/2020 – 9/30/2025
- Value: \$20.5M
- Dollars Awarded: \$9.1M / 44 task orders (note 38 are completed and 6 ongoing)
- Location: California, Hawaii, American Samoa, Guam, Saipan, Singapore, and Japan.
- Point of contact: Kyle Estrella, NIWC (reference letter requested)
- Additional Comments: This customer has confidence in our abilities to perform and continues to endorse IST for future projects. Comments from our Contractor Performance Assessment Reporting System (CPARS) include (1) "IST executed with quality personnel and professionalism. Personnel provided Administrative, Scheduling, Technician and Integration, and project support. Sponsor was consistently satisfied with contractor performance." (2) "Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future." **Copies of CPARS can be provided upon request.**

There are no restrictions on pricing and sales imposed by your other cooperative contracts.

Pacific Air Forces (PACAF) Personnel Services / Badging Support • Contract: 47QFPA19C0005 • Contract Type: Firm Fixed Price • Period of Performance: 10/01/2017 – 9/30/2022 • Value: \$840k • Dollars Awarded: \$840k • Location: Hickam AFB, Hawaii • Point of contact: Rich Miska, PACAF (reference letter submitted) • Additional Comments: The customer was so happy with us we (1) received EXCELLENT (the highest rating) CPARs. CPARs is a system that is viewed by all DoD Contracting Officials and (2) were awarded another 5-year contract and expanded the scope of work. Copies of CPARS can be provided upon request. There are no restrictions on pricing and sales imposed by your other cooperative contracts.
Pacific Air Forces (PACAF) Personnel Services / Badging Support • Contract: 47QFPA22P0001 • Contract Type: Firm Fixed Price • Period of Performance: 10/01/2022 – 9/30/2027 • Value: \$1.2M • Dollars Awarded: approximately \$80k • Location: Hickam AFB, Hawaii • Point of contact: Rich Miska, PACAF (reference letter requested) There are no restrictions on pricing and sales imposed by your other cooperative contracts.
Hawaii Purchasing Hui is a collection of over 700 property owners/AOAOs in Hawaii • Contract: N/A • Contract Type: Master Services Agreement • Period of Performance: 9/1/2022 – 8/31/2023 • Value: none • Dollars Awarded: approximately \$100k • Location: State of Hawaii • Point of contact: Noreen Hong-Von Rohr There are no restrictions on pricing and sales imposed by your other cooperative contracts.
PACAF INDOPACOM Access Control Systems Preventative Maintenance & Sustainment • Contract: FA521522C0023 • Contract Type: Firm Fixed Price • Period of Performance: 10/01/2022 – 9/30/2027 • Value: \$1.1M • Dollars Awarded: \$260k • Location: Hawaii, Alaska, Guam, Republic of Korea, and Japan. • Point of contact: Chloe Wilkinson and Shelby Goetzman

• Additional Comments: We have performed 3 Task orders under this contract and are currently deployed in Guam on another. There are no restrictions on pricing and sales imposed by your other cooperative contracts.
Navy SeaPort-NxG is the Navy's Best in Class contract vehicle/platform for acquiring services in 23 functional areas including Engineering, Financial Management, and Program Management. There are multiple awardees. • Contract: N0017821D9130 • Contract Type: Multiple Award IDIQ • Task Order Type: Firm Fixed Price (FFP), Cost Plus Fixed Fee (CPFF), Cost Plus Incentive Fee (CPIF), and Cost Plus Award Fee (CPAF) • Period of Performance: 1/2/2019 – 1/1/2024 • Value: \$5B • Dollars Awarded: \$0 • Location: Global • Point of contact: Agency Specific There are no restrictions on pricing and sales imposed by your other cooperative contracts.
GSA 8a Stars III is a small business set-aside Global Wide Acquisition Contract (GWAC) that provides flexible access to customized IT solutions. There are multiple awardees. • Contract: 42QTCB22D0446 • Contract Type: Governmentwide Acquisition Contract • Task Order Type: Fixed price, time and materials, labor-hour or a hybrid blend • Period of Performance: 7/1/2021 – 7/1/2026 • Value: \$50B • Dollars Awarded: \$0 • Location: Global • Point of contact: Agency Specific • Additional Comments: This contract has strict reporting requirements and contractors are graded on their ability to following those requirements including: a. Assignment of Contractor Program Manager b. Accessible and Current contractor website c. Contractor representation at all mandatory meetings d. Timely, complete and accurate reporting of Order awards, invoice data, and Order data e. Timely CAF remittance (this is the Contract Assessment Fee) f. Timely, complete and accurate submission of subcontracting data g. Timely and complete submission of updated SCRM (Supply Chain Risk Management) plan h. Timely and complete submission of surveys and information requests i. Timely, complete and accurate submission of representation (Certification regarding Combating Trafficking in Persons) There are no restrictions on pricing and sales imposed by your other cooperative contracts.

- C. IST intends to market our NASPO Master Agreement by:
 - a. **Conducting in-person presentations** to all Participating Entities and Purchasing Entities seeking to procure IST's available products and services.
 - b. **Hosting quarterly open-house**, eligible agency presentations to highlight the features, availability, and benefits of NASPO Master Agreement procurements for IST's available products and services.
 - c. **Providing a one-page marketing brochure** to provide to Participating Entities and Purchasing Entities.
 - d. A **dedicated area on our website** page highlighting the features, availability, and benefits of NASPO Master Agreement procurements for Participating Entities and Purchasing Entities seeking IST's available products and services. Our website currently showcases some of our contracting vehicles: (<https://www.istechs.net/contract-vehicles>)
 - e. Mentioning the Master Agreement at **local technology events** and will have a variety of opportunities to highlight the availability and benefits of the NASPO Master Agreement in comparison to open market solicitations.
- D. IST intends to encourage the use of the Master Agreement by Purchasing Entities by:
 - a. Meeting with and presenting the Master agreement to our existing State of Hawaii agency clients, including University of Hawaii campuses, Hawaii Departments of Education, Hawaii Department of Transportation Services, and the Honolulu Police Department, who historically purchase IST's products and services via direct or competitive award methods.
 - b. Offering all Participating Entities and Purchasing Entities a bid proposal that is aligned with the NASPO Master Agreement terms and conditions, demonstrating its flexibility and superior cost options in comparison with open market solicitations.
- E. IST anticipates that most Participating Entities and Purchasing Entities will have site-specific, product-specific, timeline-specific, or implementation-specific requirements, particular to their operating parameters, that must be incorporated into the successful delivery of a security project for their staff and or facilities. IST will negotiate in good faith to flexibly incorporate entity-specific language into their Participating Addenda on any contract issued under the NASPO Master Agreement. IST is well versed in lead-state statutory citations and will not require Participating Entities to provide statutory citations for specific language.

9.5 Insurance Schedule

IST understands and agrees to the insurance requirements. IST meets or exceeds all requirements set forth in the Insurance Schedule Document. See Attachment A – Vendor Insurance Documents.

Note there are two certificates of insurance – one for our General Liability, Automobile Insurance, Cyber, Property and another certificate for our Worker's Compensation Insurance.

9.6 Vendor Background

9.6.1 Vendor Background and History

IST is a Hawaii state licensed (#C-21628) electronic security system contractor and a certified SBA 8(a), Woman-Owned, Small Business (WOSB) and Economically Disadvantaged Small Business. Since opening our doors in 1998, and delivering Hawaii's first networked, enterprise integrated security system for the

Tripler Army Medical Center (TAMC), IST has a proven track record of delivering advanced electronic security system technologies. The TAMC integrated security system model was subsequently adopted (and implemented by IST) for a variety of Hawaii's enterprise customers including the US Navy, City and County of Honolulu, Kaiser Permanente, and First Hawaiian Bank.

IST maintains strong representation throughout the Hawaii security marketplace to include completed projects for the Department of Defense (DoD), the State of Hawaii, the City and County of Honolulu, and multiple enterprise clients within the Department of Homeland Security's Critical Infrastructure (CI) sectors including Healthcare, Utility, Financial, Energy, Chemical, Emergency Services, Transportation, and Information Technology. In 2012, IST received a DoD Facility Clearance (FCL) and is annually audited in accordance with rigorous National Industrial Security Program (NISP) standards. Our operations are protected by advanced CSEIP (Certified System Engineer Identity, Credential, and Access Management and Physical Access Control Systems) designed and certified by the Standard for National Industrial Security System Certification (UL2050) electronic visitor management access control, video surveillance and intrusion detection systems. These same levels of assurance are built into our client designs where applicable. IST operates a commercial data network (istechs.net) and a secure FEDRamp data network (istgov.net) certified for handling Controlled Unclassified Information (CUI) e.g., electronic security system as-built drawings, for our sensitive client facilities.

IST's vision, ***"Leading Hawai'i to a Safer Place"*** comes with responsibilities we take seriously. Our team has hundreds of years of combined experience in electronic security system(s) design, implementation, and maintenance which we share with the Hawaii community through Board of Director thought leadership and presentation participation within the Hawaii security community such as the American Society for Industrial Security (ASIS), the InfraGard Hawaii Members Alliance (IHMA), the National Defense Information Sharing and Analysis Center (ND-ISAC), and the Armed Forces Communication and Electronic Association (AFCEA). Our commitment to ensuring our clients' systems perform to the highest standards is evidenced in the listing of clientele multi-year contracts, some of which have existed for over two decades. Having completed over 3,000 projects, our team is exceptionally prepared with field training, field project management, and organized field communications to ensure ongoing project requirements are met expeditiously.

IST has built a virtually unlimited global network of established industry manufacturer, vendor, and logistics partners who enable us to fulfill requirements, provide planned expedited services, and meet our customers' expectations and deadlines throughout Hawaii and the Pacific region for the duration of our contracts.

As a member of the United States Defense Industrial Base (DIB), IST is managed with, and annually audited for, compliance with National Industrial Security Program Operating Manual (NISPOM) regulatory requirements. All our staff are background checked and tasked with IST's Insider Threat Program Monitoring responsibilities which are managed in accordance with Security Executive Agent Directive 3 (SEAD 3) reporting requirements. The owners, managers, and majority of IST's team hold the highest level of federal government Personnel Security Clearances (PSC's), ensuring that IST's team is prepared and available to respond to our state or our nation's most sensitive security requirements. In addition to OSHA required training, all IST staff receive annual training in Insider Threat Awareness, Operational Security Awareness, Anti-Terrorism Training, Cybersecurity Awareness, Information Security

Awareness, Safeguarding of Personally Identifiable Information, and Unauthorized Disclosure of Classified Information and CUI.

IST has an impressive track record as a Hawaii business leader demonstrated by winning Hawaii Business Magazine's Best Places to Work for 10 straight years (2013 – 2022), as well as the other security industry and business accolades below:

Recent Awards

2022 Security Systems News **Legends Award**
2021 IFSEC **#1 Global Security Influencer** of the Year
2021 NSCA **Stepping up Award: Employee Engagement**
2020 SIA **Women in Security Forum: Progress Award**
2020 SBA **Small Business Persons of the Year** / State of Hawaii

Multi-Year Awards

2019 - 2021 Pacific Business News **Best Workplaces**
2018 - 2020 Hawaii Business Magazine **Top 250 Businesses**

Prior Awards

2019 PSA Security **Paul Marcus Award**
2019 SIA Jay Hauhn **Excellence in Partnerships Award**
2018 ThinkTechHawaii **Host of the Year**
2016 Pacific Business News **Women Who Mean Business Award**
2015 Hawaii **Psychologically Healthy Places to Work**
2014 Women's Security Council **Women of the Year**
2014 Hawaii **Psychologically Healthy Places to Work**
2013 Small Business Administration **Emerging Leaders**

In support of IST's vision, our core values of Accountability, Passionate Curiosity, Adaptability, Integrity, and Collaboration fuel IST's Mission which is to ***"help our customers manage their security risks by assessing their security vulnerabilities, designing electronic solutions that meet their budget and security requirements, and then supporting their security implementation with manufacturer certified staff."***

9.6.2 Services Provided to Public/Private Sector

Some of IST's more recent projects are listed below.

Department of Homeland Security (DHS)

- Contract: SENSITIVE
- Contract Type: Firm Fixed Price
- Period of Performance: 10/01/2021 – current
- Value: \$2.2M
- Dollars Awarded: \$1.9M
- Location: Honolulu, Hawaii
- Point of contact: James Skylar Gerrond (reference letter requested but unable to be provided due to the sensitive nature of the project).

Additional Comments: DHS has been extremely pleased with our performance that they are in the process of awarding a Modification to this contract extending our multi-year preventative maintenance as well as additional scope of work.
US Army Core of Engineers (USACE) Automated Installation Entry - Contract: W911QY15D0047 - Contract Type: Firm Fixed Price - Period of Performance: 10/01/2021 – 12/31/2021 - Value: \$192k - Dollars Awarded: \$192K - Location: Honolulu, Hawaii - Point of contact: Scott D. Horowitz
US Army Behavioral Health & Dental Clinic - Contract: W9128A18C0001 - Contract Type: Firm Fixed Price - Period of Performance: 2020 - Value: \$228k - Dollars Awarded: \$228k - Location: Honolulu, Hawaii - Point of contact: Mariano Ponsiano
Fedex Distribution – Security System Facilities Update - Contract: multiple - Contract Type: Master Services Agreement - Period of Performance: 2016 – current - Value: \$1.9M - Dollars Awarded: \$1.9M - Location: Honolulu, Hawaii - Point of contact: Derek Nakamura - Additional Comments: Most recent project we finished earlier than expected which allowed the customer to move into their facility quicker, saving a bunch of money in storage fees. Derek is a champion for us, says all kinds of great things about the quality of our work and people.
Ho'ola Na Pua Security System - Contract: N/A - Contract Type: Firm Fixed Price - Period of Performance: 2021 - Value: \$230k - Dollars Awarded: \$230k - Location: Honolulu, Hawaii - Point of contact: Jessica Munoz / Ed Howard

Some of IST's long-term customers are listed below.

Kaiser Permanente

- Contract: Multiple
- Contract Type: Multiple
- Task Order Type: Firm Fixed Price, Time and Materials, also worked as a subcontractor.
- Period of Performance: 1/1/2008-1/31/2023
- Value: N/A
- Dollars Awarded: \$9M
- Location: State of Hawaii
- Point of contact: Ivan Ito (reference letter requested)
- Additional Comments: Kaiser was one of our first major healthcare customers. We have been providing installation and service since 2003.

State of Hawaii Honolulu Police Department

- Contract: Multiple
- Contract Type: Multiple
- Task Order Type: Firm Fixed Price, Time and Materials, also worked as a subcontractor.
- Period of Performance: 1/1/2010-1/31/2023
- Value: N/A
- Dollars Awarded: \$8M
- Location: State of Hawaii (reference letter requested)
- Point of contact: Lt. Barry Tong, Honolulu Police Department
- Additional Comments: We have been working with the Honolulu Police Department since 2008 in providing installation and service. HPD is a very strategic customer for us. We have performed prime contracting to HPD and subcontracting work from other general contractors FOR HPD. Note the dollars awarded is combined prime and subcontracting work.

9.6.3 Vendor Background

See below for our Vendor Profile:

- A. Company full legal name: Integrated Security Technologies, Inc.
- B. Primary business address: 94-1388 Moaniani St., Ste 204, Waipahu, HI 96797
- C. Describe company ownership structure:
 - a. C-Corporation
 - b. Christine Lanning 51% ownership | President / Treasurer
 - c. Andrew Lanning 49% ownership | Vice President / Secretary
- D. Employee size (number of employees): 33 employees
- E. Website: <https://www.istechs.net>
- F. Sales contact information:
 - a. Christine Lanning, President
 - b. Michael Gonzalez, Business Development Manager
- G. Client retention and growth rates:
 - a. 2022 Growth 2%
 - b. 2021 Growth (-30%) related to COVID pandemic restrictions and supply chain difficulties

- c. 2020 Growth (12%)
- d. 2019 Growth (58%)
- e. 2018 Growth (11%)
- f. Client retention is currently at 99.1%.

9.7 Subcontractors

IST does not intend to use any subcontractors at this time.

9.8 Vendor Staff Resumes

See Attachment D – Vendor Staff Resumes. IST understands and agrees to comply with the following requirements:

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

9.9 Customer Service

9.9.1 Coverage Area

Commercially, IST coverage area is the entire State of Hawaii, including all Hawaiian Islands. For the Department of Defense, IST is under contract supporting electronic security systems on Department of Defense facilities in the State of Alaska, Guam, Saipan, The Northern Marianas Islands, Japan, Korea, Singapore, Indonesia, and one facility in Alice Springs, Australia.

9.9.2 Hours of Operation

Our office hours of operation are 7:00am – 4:00pm, Monday through Friday excluding Federal holidays. However, we have a 24/7 service dispatch line to handle all calls outside of office hours. We also maintain staffing around the clock that receive immediate notification of all after hours service requests. Many of our existing contracts require customer service response within (2) or (4) hours depending on the sensitivity of the facility. IST understands and agrees to provide access to people required available across time zones.

9.9.3 Problem Identification

Contracting problems including gaps in scope that are identified post-award will be brought to the client's attention immediately. Once the cause of the scope gap is identified, the responsible party will be responsible for mitigating the gap. If the gap occurs due to an IST oversight, IST will fill the gap at its own expense. If the gap has been brought about by changing site-conditions, other trade work, site schedule delays, acts of god, etc., a change order may be required to fill the gap in scope.

Security system or component problems, anomalies or failures that are experienced by the client or identified during routine maintenance inspection will be reported into IST's Client Management System (CMS) via phone call, email, or text. An Issue # will be assigned and a service ticket will be generated for fulfillment by the next available service technician. The technician will notify the client of receipt of the service ticket and establish a time for the onsite diagnostic service visit. The onsite visit will begin in accordance with the client availability. All communication related to the resolution of the issue is

communicated by our CMS, directly back to the reporting person via email to include, ticket issuance, technician assignment, technician arrival, issue findings, issue resolution, and final ticket close-out.

9.9.4 System Management

Request for Quotes/Opportunities: All requests for quotes will be logged into IST's Client Management System (CMS) via phone call, email, or text. An Opportunity # is automatically assigned by IST's the CMS and an account manager will be assigned. An account manager will follow up with the POC and BANT (Budget, Authority, Need, Timeline) the opportunity. BANT answers the following:

1. Does the customer have the budget?
2. Does the customer have the authority?
3. Does the customer have a security need?
4. Does the customer have a valid timeline?

The account manager will then schedule a site survey and assign a IST system engineer to support the opportunity.

Trouble Call Service: Security system or component problems, anomalies or failures that are experienced by the client or identified during routine maintenance inspection are reported into IST's Client Management System (CMS) via phone call, email, or text. An Issue # is automatically assigned by the CMS system and a service ticket is generated for fulfillment by the next available service technician. The technician will notify the client of receipt of the service ticket and establish a time for the onsite diagnostic service visit. The onsite visit will begin in accordance with the client availability. Upon entry into IST's CMS, all subsequent updates related to the resolution of the issue are automatically transmitted by our CMS, directly back to the client or reporting person via email to include, ticket # issuance, technician assignment, technician arrival, issue findings, issue resolution, and final ticket close-out.

IST's CMS has a dashboard that alerts IST's service personnel to unattended service tickets that require a response, based upon the customer contract.

Preventative Maintenance Service: Security systems, components, cabling, shielding, connections, batteries, and power supplies will be inspected and cleaned annually and updated with the latest recommended firmware or software in accordance with manufacturer recommendations, specific to the system integration compatibilities of the client systems.

9.9.5 Customer Complaints

Customer Complaints: Complaints will be received in-person, via phone call, email, or written correspondence. IST's President, Christine Lanning, is notified of all customer complaints.

Technical complaints are fielded by IST engineering and their mitigating response is discussed and agreed upon prior to customer response. IST's president authorizes any requested client compensation on a case-by-case basis.

Human Resource complaints are fielded by the IST management team responsible for the complainant subject and their mitigating response is discussed and agreed upon prior to customer response. IST's president authorizes any disciplinary action in accordance with federal employee guidelines, IST insider

threat policy, and IST HR policy. IST retains full time legal counsel to assist with any internal or external HR issues.

Service Issues: Security system or component problems, anomalies or failures that are experienced by the client or identified during routine maintenance inspection will be reported into IST's Client Management System (CMS) via phone call, email, or text. An Issue # will be assigned and a service ticket will be generated for fulfillment by the next available service technician. The technician will notify the client of receipt of the service ticket and establish a time for the onsite diagnostic service visit. The onsite visit will begin in accordance with the client availability. All communication related to the resolution of the issue is communicated by our CMS, directly back to the reporting person via email to include, ticket issuance, technician assignment, technician arrival, issue findings, issue resolution, and final ticket close-out.

9.9.6 Customer Satisfaction

In-person complements received from on-site staff during a project are mentioned during our all hands Monday morning huddle meetings and atta boys are given out all around. Aside from those unsolicited comments, IST sends out surveys after every service request and project completion. Our federal customers have a CPAR or Contractor Performance Assessment Reports System which details our performance on an annual basis. These ratings are seen by all DoD contracting officials. Many of our DoD contracts were awarded based on our excellent CPARS ratings.

Our Key Performance Indicators (KPIs) and industry-standard metrics like "Mean Time to Issue Resolution" are used to ensure customer satisfaction and continuous improvement. Some examples of IST KPI's:

- Service
 - Tickets pending response
 - Tickets pending resolution
 - Tickets waiting
 - SLA open tickets
 - Tickets by SLA status
 - Average resolution time
- Installation
 - Project hours over budget
 - Open project tickets
 - Stale project tickets
 - Past due project tickets
 - Average project completion time
 - # of assigned projects/includes unassigned projects
 - Current open projects by status
- Sales
 - Number of opportunities to qualify
 - Number of opportunities to quote
 - Average time to complete quotes
 - Response time from ticket generation to qualify to quote

Here are some recent unsolicited comments from our customers:

Customer: Hawaii Dental Service (HDS)

- A. Point of Contact: Tom Dellaney and Roque Aranador, Hawaii Dental Service
- B. Customer contacted Account Manager on 2/18/22 regarding a service ticket. Customer gave a shout out to Service Manager for her response time and care for HDS's service requests. This resulted in the customer wanting to purchase a service plan.

Customer: SZF Inc. / End User: US Army Core of Engineers (USACE)

- A. Point of Contact: Sharon Zambo-Fan, SZF Inc.
- B. System Engineer had to do some creative thinking/installing due to interfacing with 2 other separate sub-contractors and got the system to work as intended per the customer's requirements. Our customer was so impressed she has repeatedly expressed her intention of hiring IST (vice separate sub-contractors doing separate things) for ESS work under her company's current contract with USACE (currently in Phase 1). "She's such an awesome technician! You guys are saving me!" per our Prime Contractor/customer, Sharon Zambo-Fan, of SZF Inc.

Customer: Trofholz Technologies / End User: Naval Special Warfare Group 3

- A. Point of Contact: LouAnn Zenoff Melgar, Trofholz Technologies
- B. Email from customer on 4/13/2022. To the whole IST team, "while the circumstances that brought us together partnering not the best I cannot tell you what a relief it is to be in your hands! The level of professionalism, customer service and responsiveness is top-tier, always with a smile and what I appreciate most about IST, is like Trofholz, you are a company that is always looking for continuous improvement, Thank you for that. And again, shout out to the incredible team of ops coordinators out there". Resulted in exceptional CPARS from the customer to the prime Trofholz.
- C. Email from customer 12/28/22. Chief Borja having issues with logging into system. Emails went out with request for support and Technician called immediately with phone support and was able to fix. Louann from Trofholz was appreciative for the quick response as it put her at ease.

Customer: NEPMU

- A. Point of Contact: Brian Hirata, NEPMU
- B. Customer texted Engineering Manager regarding issue. Customer send back email on 12/19/22, ""Really enjoy [IST] workers in the building. Very professional and fun to talk with."

Customer: Coldwell Banker

- A. Point of Contact: Unknown
- B. Customer comments from Service survey, "Excellent! I sent an email late in the evening and by the next morning the issue was resolved. Thank you so much for your quick action. It's much appreciated."

Customer: UPS Keauhou

- A. Point of Contact: Kevin Murray

- B. Customer called Project Manager and he sent shoutout email 10/5/22, "Just got off the phone with Kevin from UPS Keauhou and he said that the Technician was by far the best sub to work with on the whole project. He mentioned that he was the most friendly, knowledgeable and flexible.

See below for some details on our service survey (which was started in 2017). Documentation of our SurveyMonkey results can be provided upon request.

- The service survey is automatically sent out to ALL customers who have submitted a service ticket.
- There are only four questions:
 - a. Are you happy with our service? Options are Yes or No.
 - b. What is your level of satisfaction? Options are Excellent, Good, Fair or Poor
 - c. Would you recommend our company? Options are Yes or No.
 - d. Any additional comments – an open-ended question with room for 300 words.
- We contact all customers that are not happy with our service and address their concerns.
- We had 70 total responses.
- Question: Are you happy with our service?
 - a. 69 or 98.57% responded yes.
 - b. 1 of 1.43% responded no.
- Question: What is your level of satisfaction
 - a. 81.16% rated their level of satisfaction as Excellent.
 - b. 17.39% rated their level of satisfaction as Good.
 - c. 1.45% rated their level of satisfaction as Fair.
 - d. 0% as rated their level of satisfaction Poor.
- Question: Would you recommend our company?
 - a. 98.57% said they would recommend.
 - b. 1.43% said they would not recommend.
- 48 survey respondents responded with comments (names are XX'd out)
 - a. XX was great. Explained in more detail about the issues that were going on with the system.
 - b. As usual extremely excellent service.
 - c. XX provided excellent customer service and got a technician out to us right away, and XX. did a superb job assessing and resolving the issue with our card reader. Mahalo!
 - d. Efficient, knowledgeable and courteous service when needed.
 - e. Excellent Customer service and staff can fix any of our problems that is brought to their attention.
 - f. Exceptional service.
 - g. fast response dept. staff was very happy
 - h. first off I want to say thank you for being able to accommodate this request so last minute. my issue is that the technician was late to the power down and when they called him he told the site contact that he was running late because he slept through his alarm which was unprofessional to say in my opinion. We had to call the property manager and ask him to please stay onsite longer to allow your technician access. But

after he showed up onsite he was able to power down the system and then returned onsite and powered everything up. I appreciate him calling to check in and out.

- i. Great and fast work. Thanks for getting this resolved quickly for us.
- j. I always get a fast response when I have an issues with my cameras.
- k. I appreciate how XX kept me updated on everything that was being done with our service call. I always knew exactly what was going on and what was needed in order to complete the service calls. Thank you.
- l. I appreciated XX and XX help with our problem. XX's skills and knowledge were excellent and it was a pleasure working with him.
- m. XX - polite and informative. XX - good follow up and professional XX - checks in and keeps us posted as to his progress or if any problems exist. Professional and polite. Great Team! Thank you!
- n. XX. Awesome. Thanks for the quick response.
- o. Outstanding service and support. Thank you.
- p. Prompt, courteous, proficient service
- q. Quick response time to triage IST system issue.
- r. XX immediately knew what was causing our issue and resolved our problem quickly. thanks!
- s. XX was very patient, knowledgeable and professional.
- t. Technician came by and he fixed the card reader problem very quickly. He was really good. He took photo of the part in case in the future if it needs to be replaced.
- u. Thank you for assisting us on this service call to Hilo, Hawaii on such short notice. We appreciate your great service.
- v. Thank you for completing the job within a timely manner.
- w. Thank You!!! Great response time and awesome communication! We couldn't keep this client happy without you guys!
- x. Very prompt response on initial inquiry. An appointment was set up very quickly and the time and date was kept by the technician.
- y. XX does an excellent job of responding to our needs. He brings in other professional help from IST to help in problem solving and ends up exceeding our expectations.

9.9.7 Quality Assurance Measures

As a state of Hawaii contracting business, IST's Quality Assurance program begins with OSHA safety requirements. IST maintains a safety program in accordance with State of Hawaii Occupational Safety and Health (HIOSH) and national OSHA standards. Those standards include staff jobsite hazards, electrical tool hazards, ladder and fall hazards safety training and certifications. IST staff also receives additional certification training in CPR and Automated External Defibrillator (AED) operation. Daily site safety walks are performed prior to the beginning of work and identified safety hazards are reported immediately to site supervisors and IST lead technician. Jobsite safety incidents and injuries are reported in accordance with HIOSH procedures.

Quality Assurance is also performed during the equipment engineering and specification process. IST maintains an updated list of equipment integration software and firmware versioning requirements, which ensures that all components are specified with the compatible software or firmware to perform the required security functionality. Equipment and software are always sourced from the original

equipment manufacturer (OEM) to guarantee their warrantability and to mitigate the supply chain risks associated with gray and black-market re-branded equipment. Components and systems are assembled and bench-tested for performance and compatibility at IST's facility prior to field implementation. This mitigates out-of-box component failure issues which can slow field implementation timelines. IST bench testing also provides a check and balance for the engineered system specification conformance.

On-site project implementation coordination is managed throughout IST operations via communication with the client on-site POC. Job sites are investigated by IST prior to scheduling to ensure site-readiness and other trade work performance will not inhibit IST project deliverable timelines. Potential site delays are communicated between IST and project site POC's as soon as they are identified, and the nature of IST's work requires us to plan for flexibility in our system deployments.

Once all of the contracted system has been installed, inspected, and accepted by the clients pre-identified POC, the final elements of IST's quality control program kick in as the client training process begins. Administrators are trained on system administrative interfaces such as user reporting or adding /deleting users from the system. End users are trained on card readers, intercom, and/or alarm keypad usage, for example. IST submits system as-built drawings to the field POC for review and acceptance during this time. Log files are collected for all of the systems to provide historical reference for their installed configuration and functionality.

The system warranty period begins upon final acceptance of the system. When partial functionality is required as part of a phased-in implementation, the utilized part of the system may fall under warranty sooner than the finished project, this condition is not uncommon and is typically negotiated prior to implementation. The periodic maintenance period also begins upon final acceptance and client follow ups begins approximately 30 days after final acceptance to ensure training and functionality is as expected.

After close-out, IST reviews each project and conducts lessons learned for the following measures:

Site safety incidents (# and severity), Planned schedule vs actual schedule (# of days), Technician on-site utilization (# of hours expended vs planned), Client feedback on IST performance (survey grades), and lessons learned (site or vertical market specific conditions that affected project performance).

9.10 Exceptions to Terms and Conditions

IST has understands and takes NO exceptions to all the Terms and Conditions as shown in:

- (1) "State of Nevada Terms and Conditions for Services 2022-12-19.docx,"
- (2) "NASPO Security and Fire Protection Services - Hawaii - Terms and Conditions.pdf,".

9.11 Price and Rate Guarantee Period

All prices and rates offered will be guaranteed for the first two-years of the Master Agreement.

9.12 Vendor Financial Information

This document is submitted as a separate attachment, flagged as confidential in NevadaEPro.

9.13 Business References

IST has provided 4 business references from similar projects performed for private and/or public sector clients. All Reference Questionnaires have been returned directly to Single Point of Contact via email.

Response to Scope of Work

1.4 Scope of Work – Contract Usage

IST ensures understands and agrees to comply with 1.5 Contract Usage listed in the Scope of Work.

Furthermore, IST holds the necessary certifications within the State of Hawaii that permit us to legally perform low-voltage electrical work. Copies of the licenses listed below can be found in Attachment B – Vendor Licensing Documents.

- (1) GET License – Hawaii General Excise Tax License stating IST can engage in business in Hawaii.
- (2) State of Hawaii Certificate of Compliance – showing we are compliant to do business in the State of Hawaii.
- (3) Contractor’s License – Hawaii Contractor’s License stating IST is licensed to install electronic systems.

Integrated Security Technologies also has vendor licensing agreements and factory certifications with dozens of leading manufacturers of access control, intrusion detection, video surveillance, radar systems, and others end point devices. In the interest of saving time and space, a truncated list is supplied with this submission.

The manufacturers below have demonstrated the highest levels of service and support for Hawaii, during our decades of experience, and manufacturer support is something that we depend upon for our customers when equipment hardware or software failures occur, which they do. IST staff are highly certified in the technical implementation and application administration these industry leading manufacturer products:

- (1) Milestone (Video Management System)
- (2) Lenel (Access Control System)
- (3) Axis (Camera Manufacturer)
- (4) Hanwha (Camera Manufacturer)
- (5) Gallagher (Access Control System/Intrusion Detection)
- (6) Bosch (Intrusion Detection/Access Control Endpoint Devices)
- (7) Avigilon (Access Control System/Video Management System)

See Attachment C – Vendor Certifications (VAR Agreements) for our Value-Added Reseller Agreements with Best in Breed Security products.

1.5 Scope of Work – Categories

IST is submitting a proposal for three categories listed below in the State of Hawaii

Access Control Systems	2.12	State of Hawaii
Burglar Alarm Systems	2.13	State of Hawaii
Surveillance Services and Equipment	2.14	State of Hawaii

Proposal Staff Resumes

See Attachment D – Vendor Staff Resumes

Attachments

Attachment A – Vendor Insurance Documents

Attachment B – Vendor Licensing Documents

Attachment C – Vendor Certifications (VAR Agreements)

Attachment D – Vendor Staff Resumes

Attachment A – Vendor Insurance Documents



INTESEC-03

TMILLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2022

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 have ADDITIONAL INSURED provisions or 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 Snellings Walters Insurance Agency 1117 Perimeter Center West Suite W101 Atlanta, GA 30338	CONTACT NAME: Becky Whitaker, CISR Elite	
	PHONE (A/C, No, Ext): (678) 580-4919	FAX (A/C, No):
	E-MAIL ADDRESS: bwhitaker@snellingswalters.com	
INSURED Integrated Security Technologies Inc. 94-1388 Moaniani St. Ste 204 Waipahu, HI 96797-6604	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Atlantic Specialty Ins Company	NAIC # 27154
	INSURER B: Trisura Specialty Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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	ADOL INSD	BURIN WWO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	X	X	711-01-72-38-0002	9/10/2022	9/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED (OWNED & TENANT) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:						
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	711-01-72-38-0002	9/10/2022	9/10/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	X	X	711-01-72-38-0002	9/10/2022	9/10/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Cyber / E&O			ATB-6739379-01	10/1/2022	10/1/2023	Each Claim/Aggregate 1,000,000
A	Property			711-01-72-38-0002	9/10/2022	9/10/2023	Installation Floater 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Holder includes: 3eTI, its Affiliates, Subsidiaries and parent corporation

CERTIFICATE HOLDER

CANCELLATION

3e Technologies International Inc. Attn: Director of Contracts 12410 Milestone Center Drive, #650 Germantown, MD 20876	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

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2022

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 have ADDITIONAL INSURED provisions or 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 Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: losangeles.certrequest@marsh.com CN101282828-PS-END-22-23 13242	CONTACT NAME: Kenneth Chau PHONE (A/C No. Ext): 213-346-5000 FAX (A/C No.): 213-346-5935 E-MAIL ADDRESS: LosAngeles.CertRequest@marsh.com INSURER(S) AFFORDING COVERAGE INSURER A: Headland Insurance Company, Inc. 13091 INSURER B: XL Specialty Insurance Company 37885 INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES

CERTIFICATE NUMBER:

LOS-002506390-06

REVISION NUMBER:

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 SUBR INSR	WVLD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	X	HIC2022 'Statutory Limits provided' 'by XL policy.'	03/25/2022	03/25/2023	X PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess WC & Employers Liab *See Pg.2 for Limits			RWE00012013 'SIR: \$1,000,000'	03/25/2022	03/25/2023	See additional page

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks: Schedule, may be attached if more space is required)

Client Type - Customer Number: PEO - 13242

Client: INTEGRATED SECURITY TECHNOLOGIES, INC, dba INTEGRATED SECURITY TECHNOLOGIES INC.

Project Name / Number: 94-1388 Moanani St., Suite 204, Waikehu, HI 96797.

Proof of Workers Compensation insurance for employees of INTEGRATED SECURITY TECHNOLOGIES, INC, dba INTEGRATED SECURITY TECHNOLOGIES INC., in accordance with the terms and conditions of the Client Service Agreement executed between INTEGRATED SECURITY TECHNOLOGIES, INC, dba INTEGRATED SECURITY TECHNOLOGIES INC. and ProService.

CERTIFICATE HOLDER

3e Technologies International Inc.
12410 Milestone Center Drive #650
Germantown, MD 20876

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 Risk & Insurance Services

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Attachment B – Vendor Licensing Documents

DAVID Y. IGE GOVERNOR SHAN S. TSUTSUI DEPUTY GOVERNOR	 STATE OF HAWAII DEPARTMENT OF TAXATION	MARIA E. ZIELINSKI DIRECTOR OF TAXATION DAMIEN A. ELEFANTE DEPUTY DIRECTOR
---	---	--

INTEGRATED SECURITY TECHNOLOGIES INC 94-1368 MOANIANI ST STE 204 WAIPIAHU HI 96797-6604 	Date: August 15, 2016 Letter ID: L106962856 Customer ID: T-061-330-8416
--	--

Re: License Letter

Dear Taxpayer:

This letter contains your General Excise Tax License for Hawaii Tax ID Number: GE-061-330-8416-01. Please display this license conspicuously at INTEGRATED SECURITY TECHNOLOGIES INC's place of business.

If you require further information, please contact us at the address and phone number listed below. Reference the letter ID found at the top of the page on any correspondences or phone calls to expedite the process.

Sincerely,

Department of Taxation
Taxpayer Services Branch
PO Box 259
Honolulu, HI 96809-0259
Phone: (808) 587-4242
Neighbor Islands / Continental U.S.
Toll Free: 1 (800) 222-3229

BUSINESS START DATE: 05/26/1998	STATE OF HAWAII DEPARTMENT OF TAXATION	L106962856 FORM G-44A (REV. 2016)
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LICENSE ISSUED FOR THE PRIVILEGE OF ENGAGING IN BUSINESS AND OTHER ACTIVITIES UPON THE CONDITION THAT THE LICENSEE SHALL PAY THE TAXES ACCORDING TO THE STATE OF HAWAII UNDER THE PROVISIONS OF CHAPTER 237, HRS, AS AMENDED. LICENSEE'S ACTIVITIES ARE LISTED ON THE APPLICATION ON FILE WITH THE DIRECTOR OF TAXATION.

GENERAL EXCISE TAX LICENSE

THIS LICENSE IS NOT TRANSFERABLE. TO BE DISPLAYED CONSPICUOUSLY AT THE PLACE OF BUSINESS (ON WHICH ISSUED). 	HAWAII TAX ID NUMBER: GE-061-330-8416-01 INTEGRATED SECURITY TECHNOLOGIES INC 3375 KOAPAKA ST STE C321 HONOLULU HI 96819-1858
--	--



STATE OF HAWAII
STATE PROCUREMENT OFFICE

CERTIFICATE OF VENDOR COMPLIANCE

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs (DCCA).

Vendor Name: INTEGRATED SECURITY TECHNOLOGIES INC.

DBA/Trade Name: INTEGRATED SECURITY TECHNOLOGIES INC.

Issue Date: 02/20/2023

Status: Compliant

Hawaii Tax#: 20526734-01

New Hawaii Tax#:

FEIN/SSN#: XX-XXX2043

UI#: No record

DCCA FILE#: 112174

Status of Compliance for this Vendor on issue date:

Form	Department(s)	Status
A-6	Hawaii Department of Taxation	Compliant
8821	Internal Revenue Service	Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Compliant
LIR27	Hawaii Department of Labor & Industrial Relations	Compliant

Status Legend:

Status	Description
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance
Pending	A status determination has not yet been made
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the issuing agency for more information

INTEGRATED SECURITY TECHNOLOGIES INC
94-1388 MOANIANI ST STE 204
WAIPAHU, HI 96797

CONTRACTOR - ENTITY
NOTICE THIS POCKET ID CARD IDENTIFIES YOU TO THE PUBLIC AS BEING CURRENTLY
LICENSED AND SHOULD BE KEPT IN YOUR POSSESSION AT ALL TIMES.

License Number C-21626 Expiration date 9/30/2024 STATE OF HAWAII DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS CONTRACTOR INTEGRATED SECURITY TECHNOLOGIES INC 94-1388 MOANIANI ST STE 204 WAIPAHU, HI 96797 SIGNATURE OF LICENSEE	 CLASSES (ACTIVE): C-15
---	---

Attachment C – Vendor Certifications (VAR Agreements)



To whom it may concern

02-06-2023

This is to verify that Integrated Security Technologies, Inc. 94-1388 Moaniani St, Ste 204 Waipahu, HI 96797, is an Advanced Milestone partner. They are in good standing and authorized to sell, install and support all Milestone XProtect software products.

Please do not hesitate to contact us if you have any questions.



Paul Messenger
National Sales Manager, West
Direct: 503-350-1167
Email: pwm@milestone.us
Milestone Systems Inc.
5300 Meadows Rd Ste 400
Lake Oswego, OR 97035

Milestone Systems Inc. · 5300 Meadows Road, Suite 400 · Lake Oswego, OR 97035 · USA · Tel: +1 877 350 1101
milestonesys.com · Info@milestonesys.com

Page 1/1



February 07, 2023

To Whom It May Concern:

LenelS2, a division of Carrier Fire & Security Americas Corporation, hereby confirms that Integrated Security Tech Inc., 94-1388 Moaniani St. Ste 204, Waipahu, Hawaii, 96797, United States has, as of the date of this letter and continuing through March 31, 2023, an agreement with LenelS2 that authorizes Integrated Security Tech Inc. to market, resell and implement LenelS2 products and support services in Hawaii and Named account: United States Federal Government.

Sincerely,

A handwritten signature in blue ink, appearing to be 'RK' or similar, written in a cursive style.

Ryan Kaltenbaugh
Sr. Vice President, Sales - North America
LenelS2

A Carrier Company,

1212 Pittsford-Victor Road, Pittsford, NY 14534,



February 7, 2023

Integrated Security Technologies
94-1388 Moaniani Street, Suite 204
Waipahu, HI 96819

To Whom It May Concern:

Please allow this letter to confirm that **Integrated Security Technologies** with Headquarters in **Waipahu, HI** is currently a member of the Axis Channel Partner Program and a **Solution Gold** partner in good standing with Axis. Axis Communications Inc. certifies **Integrated Security Technologies** to resell Axis Communications products and solutions. If you have any questions or need further information, please contact Axis sales at (800) 444-2947 Option 1 or email me at janinet@axis.com.

Sincerely,

A handwritten signature in black ink that reads "Janine Thibodeau". The signature is written in a cursive, flowing style.

Janine Thibodeau
Senior Channel Coordinator, Partner Programs
Axis Communications, Inc.



February 7, 2023

RE: Integrated Security Technologies, Inc. dba IST

To Whom It May Concern:

This letter confirms that Integrated Security Technologies, Inc. dba IST is a Hanwha Techwin America Authorized partner. Integrated Security Technologies, Inc. dba IST is qualified to sell, install, program and service Hanwha Techwin products and we authorize that Integrated Security Technologies, Inc. dba IST has our full support in submitting a video surveillance system manufactured by us for a new project.

Details of Integrated Security Technologies, Inc. dba IST's partnership include:

Up to a 3-year warranty from purchase date for the Hanwha/Wisenet product line.

Hanwha Techwin America looks forward to providing you with the best products and services in the security marketplace, and if there is anything that I can do for you, don't hesitate reach out to me.

Thank you

A handwritten signature in black ink, appearing to read "Tom R. Cook".

Thomas R. Cook

Senior Vice President of Sales, North America



February 7, 2022

Gallagher Security USA
5005 NW 41st St
Riverside, MO 64150

RE: Letter of Good Standing

To whom it may concern,

This letter is to certify that Integrated Security Technologies Inc of Waipahu Hawaii is an authorized Certified Federal Gallagher Channel Partner. Additionally, said Channel Partner is in good financial standing and has met all training requirements.

Should there be any other questions or information needed, please use the below contact information.

Sincerely,

A handwritten signature in black ink, appearing to read "Simon Sheehan", is positioned above the printed name.

Simon Sheehan
Federal Business Development
Simon.sheehan@gallagher.com
202-853-6906

Gallagher North America
5005 NW 41st Street, Riverside MO 64150
P. 577-560-6308
F. 855-846-1395





February 10, 2023

Bosch Security Systems, LLC
130 Perinton Parkway
Fairport, New York 14450
Tel. (585) 223-4060
(800) 289-0096
Fax (585) 678-3198
www.boschsecurity.com

Account # 19005126

Re: INTEGRATED SECURITY TECHNOLOGIES

To Whom It May Concern,

This letter is to inform you that INTEGRATED SECURITY TECHNOLOGIES has been a valued customer of our company since 2006. They have over \$5,000.00 USD credit line and a high credit of \$5,000.00 USD in the last 12 months.

INTEGRATED SECURITY TECHNOLOGIES has paid their outstanding balances in a satisfactory manner.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

Abril Alfaro
Credit Analyst
Bosch Security Systems, LLC
Abril.AlfaroRojas@bosch.com
+506 4101-6615

Reference Letter - INTEGRATED SECURITY TECHNOLOGIES.doc.doc
Rev 6-4-2015



02/20/2023

To whom it may concern:

Letter of Good Standing

This letter is to confirm that the company at the address noted below is a certified Avigilon Service Provider and is a Partner in good standing.

Integrated Security Technologies
94-1388 Moaniani Street Suite 204, Waipahu 96797

In order to be an Avigilon Service Provider in good standing, a company is promptly paying all invoices, has an adequate number of employees who are fully certified as having been trained through Avigilon training programs on how to install and provide first line of support for all Avigilon products, and has completed several Avigilon solution implementations.

This letter is subject to review and renewal on an annual basis, and good standing can be revoked at any time. Please contact the undersigned if you have any questions.

Sincerely,

AVIGILON CORPORATION
Motorola Solutions Company



Attachment D – Vendor Staff Resumes

PROPOSED STAFF RESUME

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

Name of Company Submitting Proposal:	Integrated Security Technologies, Inc.		
<i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff</i>			
Contractor Staff:	X	Subcontractor Staff:	
<i>The following information requested pertains to the individual being proposes for this project.</i>			
Name:	Christine Lanning	Key Personnel: (Yes or No)	Yes
Individual's Title:	President		
Years in Classification:	30	Years with Firm:	25
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information shall include a summary of the proposed individual's professional experience.</i>			
Christine Lanning began her technology career as the assistant under the IT director of Sentinel Silent Alarm Company in 1995. In 1998, she co-founded Integrated Security Technologies, Inc. (IST) and has accumulated 25 years of experience leading an elite team of security system integrators as President of IST. Christine is directly responsible for IST's awards such as 2022 Hawaii Business Magazine Top 250 Business, 2020 Pacific Business News Fastest Growing Companies, and Hawaii Business Magazine's Best Places to Work since 2013. IST's mission "Leading Hawaii to a Safer Place" reflects Christine's history of commitment to the local community and the security industry. She serves on the boards of Hawaii Pacific University, Chamber of Commerce Hawaii - Military Affairs Council, The Pacific Club, AFCEA Hawaii, ASIS Hawaii, Associated Builders and Contractors Hawaii, and PSA Security (becoming the first female elected to the Board of Directors for PSA Security Network, North America's largest electronic security cooperative). She is also an active member of InfraGard, Honolulu Navy League, and the National Association of Women in Construction. In 2020, Christine became the SBA Leader of the Year for Hawaii and in 2014 she was awarded the American Society for Industrial Security (ASIS) Woman of the Year Award. She currently manages all day to day operations of IST including sales, company culture, and community outreach. She also serves as the Assistant Facility Security Officer (the position that handles our security clearances for all personnel).			
RELEVANT EXPERIENCE <i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
Christine Lanning, has been managing all national contracts and Master Agreements for IST since 1998. Some of these contracts include Naval Information Warfare Center (NIWC) Antiterrorism and Force Protection Sustainment, PACAF INDOPACOM Access Control Systems Preventative Maintenance & Sustainment, Hawaii Purchasing HUI, and Kaiser Permanente Master Agreement.			
EDUCATION <i>Information required shall include institution name, city, state, degree and/or achievement and date completed/received.</i>			

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PROPOSED STAFF RESUME

Hawaii Pacific University, Honolulu, HI - Master's Degree in Information Systems, 2004 University of Hawaii at West Oahu, Pearl City, HI - Baccalaureate in Business Administration, 2001	
CERTIFICATIONS <i>Information required shall include type of certification and date completed/received.</i>	
Lenel Master Certified, 2001 ASIS Physical Security Professional, 2018 Small Business Administration (SBA) 8a Certification 2015 WBENC Woman Owned Small Business Certification (WOSB)	
REFERENCES A minimum of three (3) references are required.	
Reference #1:	
Name:	<i>Shannon Eddie</i>
Title:	<i>President, Holomua Consulting</i>
Phone Number:	<i>(808) 369-9710</i>
Email Address:	shannon@holomuaconsulting.com
Reference #2:	
Name:	<i>Matt Barnett</i>
Title:	<i>Chief Executive Officer, PSA Security</i>
Phone Number:	<i>(303) 450-3456</i>
Email Address:	mbarnette@psasecurity.com
Reference #3:	
Name:	<i>John Gotanda</i>
Title:	<i>President, Hawaii Pacific University</i>
Phone Number:	<i>(808) 543-8011</i>
Email Address:	jgotanda@hpu.edu

PROPOSED STAFF RESUME

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

Name of Company Submitting Proposal:		Integrated Security Technologies, Inc.	
<i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff</i>			
Contractor Staff:	X	Subcontractor Staff:	
<i>The following information requested pertains to the individual being proposes for this project.</i>			
Name:	Michael Gonzalez	Key Personnel: (Yes or No)	Yes
Individual's Title:	Business Development Manager		
Years in Classification:	30	Years with Firm:	3
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE			
<i>Information shall include a summary of the proposed individual's professional experience.</i>			
Michael has been a security professional for 20+ years. He spent much of that at Hawaiian Electric upgrading physical and electronic security measures for critical infrastructure. Prior to that, he managed security teams of varying sizes and complexity in the contract security world after serving in the US Army as an infantryman and military police officer. Michael is passionate about solving complex problems, and is dedicated to improving the safety and security of all of Hawaii's residents. On his off time, he volunteers as a peer mentor with the <i>Wounded Warrior Project</i>, and volunteers his time to assist <i>The Mission Continues</i> and <i>Team Rubicon</i>. He joined IST in 2020 and has been focusing on the company's internal business systems, technology portfolio, and leadership.			
RELEVANT EXPERIENCE			
<i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
Integrated Security Technologies (Jan 2020-Present) <i>1 Year:</i> Business Development Manager: Responsible for lead generation and qualification, business growth, development and management of strategic plans, and management of strategic customer relationships. Directly involved with purchasing agreements and contract management, specifically contracts related to providing goods and services to Federal and local government sources, with a specialization in managing multiple award contracts and cooperative purchasing agreements. Provides professional services to the company with regard to selecting subcontractors and managing their subcontracting agreements, conducting price and cost analysis, negotiating contract terms, and managing contract awards and administration. <i>2 Years:</i> Director of Technology: Planned, organized, directed, supervised, and evaluated the acquisition and application of technology in support of all company activities. Coordinated the development and implementation of the company's technology master plan. Coordinated, organized, and supervised staff development, training and technical guidance in software, security technology and use of systems. Hawaiian Electric Company (Dec 2008 – Jan 2020)			

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PROPOSED STAFF RESUME

11 Years: Sr. Physical Security IT Systems Administrator: Managed and integrated the various physical security infrastructures that are essential components of the company's incident reporting, access control, CCTV, and key control systems. Planned, coordinated, installed, maintained, and optimized the company's physical security and surveillance systems, and trained operators and supervisors. Managed the day-to-day operational support of various security infrastructures and systems, and worked to resolve issues directly or through facilitation and engagement of third parties and integrators. Independently managed compliance with physical security standards for critical infrastructure and recommended and facilitated the installation and programming of security countermeasures.

Akal Security (Oct 2003 – Dec 2008)

5 Years: Contract Manager: Supervised all aspects of security contracts, including personnel management, training, risk management, field asset control, client satisfaction, and security supervision.

EDUCATION

*Information required shall include institution name, city, state,
degree and/or achievement and date completed/received.*

Ashford University, San Diego CA.

Master of Arts, Organizational Management, Organizational Leadership - 2013 – 2014

Activities and societies: Golden Key International Honor Society, Alpha Sigma Lambda, SALUTE Veteran's National Honor Society

Ashford University, San Diego CA.

Social and Criminal Justice, Security Management, Organizational Management - 2009 - 2013

1. Grade: Magna Cum Laude
2. Activities and societies: Golden Key International Honor Society, Alpha Sigma Lambda

CERTIFICATIONS

Information required shall include type of certification and date completed/received.

CCURE 9000 Advanced System Manager

Software House Access Control + Event Management

Issued Oct 2015

Credential ID EU10614

CCURE 9000 Enterprise Architecture

Software House Access Control + Event Management

Issued Oct 2015

Credential ID EU10614

CCURE 9000 System Manager

Software House Access Control + Event Management

Issued Oct 2015

Credential ID 189364

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PROPOSED STAFF RESUME

CCURE 9000 Advanced Integrator	
Software House Access Control + Event Management	
Issued Sep 2015	
Credential ID 189364	
CCURE 9000 Installer/Maintainer	
Software House Access Control + Event Management	
Issued Sep 2014	
Credential ID 189364	
REFERENCES	
A minimum of three (3) references are required.	
Reference #1:	
Name:	Katie Thomason
Title:	Safety and Emergency Planning and Preparedness Analyst, Hawaiian Electric Company
Phone Number:	808-348-5275
Email Address:	katie.thomason@hawaiianelectric.com
Reference #2:	
Name:	Dale DeSalvo
Title:	President, Access Hardware Inc.
Phone Number:	808-870-4200
Email Address:	dale@accesshardware.net
Reference #3:	
Name:	Justin Lam
Title:	Registered Nurse Supervisor, Hawaii Department of Health
Phone Number:	808-983-9244
Email Address:	justin.lam@doh.hawaii.gov

Signed Attachments

VENDOR INFORMATION RESPONSE

Vendors shall complete and return this form in their proposal.

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

1. VENDOR CONTACT INFORMATION

1.1 COMPANY NAME AND CONTACT INFORMATION:

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

Requested Information	Response
Company Name:	Integrated Security Technologies, Inc.
Company Street Address:	94-1388 Moaniani St., Ste 204
City, State, Zip Code:	Waipahu, HI 96797
Telephone Number, including area code:	(808) 836-4094
Toll Free Number, including area code:	
Email Address:	naspo@istechs.net

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

Requested Information	Response
Name:	Christine Lanning
Title:	President
Address:	94-1388 Moaniani St., Ste 204
City, State, Zip Code:	Waipahu, HI 96797
Email Address:	christine@istechs.net
Telephone Number, including area code:	(808) 836-4094
Toll Free Number, including area code:	

VENDOR INFORMATION RESPONSE

2. VENDOR INFORMATION

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

Question	Response
Company Name:	Integrated Security Technologies, Inc.
Ownership (sole proprietor, partnership, etc.):	C Corporation
State of Incorporation:	Hawaii
Date of Incorporation:	5/22/1998
# of years in business:	24
List of top officers:	Christine Lanning, President / Treasurer Andrew Lanning, Vice President / Secretary
Location of company headquarters, to include City and State:	94-1388 Moaniani St., Ste 204, Waipahu, HI 96797
Location(s) of the office that shall provide the services described in this RFP:	94-1388 Moaniani St., Ste 204, Waipahu, HI 96797
Number of employees locally with the expertise to support the requirements identified in this RFP:	33
Number of employees nationally with the expertise to support the requirements in this RFP:	33
Location(s) from which employees shall be assigned for this project:	94-1388 Moaniani St., Ste 204, Waipahu, HI 96797

2.2 VENDOR LICENSING

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

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

Question	Response
Nevada Business License Number:	N/A
Legal Entity Name:	
Is the Legal Entity Name the same name as vendor is Doing Business As (DBA)?	Yes ☐ No ☐
If the answer is 'No', provide explanation below:	
A Nevada Business License is not required to submit a proposal or receive award of a NASPO ValuePoint Master Agreement.	

VENDOR INFORMATION RESPONSE

2.3 STATE OF NEVADA EXPERIENCE

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

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

2.3.2 Table can be duplicated for each contract being identified.

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

2.4 CURRENT OR FORMER EMPLOYEE

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

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

2.5 PRIOR OR ONGOING CONTRACTUAL ISSUES

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

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

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

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

2.5.4 Table can be duplicated for each issue being identified.

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VENDOR INFORMATION RESPONSE

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

3. PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD

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

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

4. NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION

Requested Information	Response
Name:	Christine Lanning
Title:	President

4.1 SIGNATURE OF INDIVIDUAL AUTHORIZED TO BIND THE VENDOR

Individual shall be legally authorized to bind the vendor per NRS 333.337	
Signature:	Christine Lanning  Digitally signed by Christine Lanning Date: 2023.02.22 15:40:13 -10'00'
Date:	

VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

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

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

Company Name:	Integrated Security Technologies, Inc.
Print Name:	Christine Lanning
Signature:	Christine Lanning  Digitally signed by Christine Lanning Date: 2023.02.22 15:40:22 -10'00'
Date:	

Revised: April 2021

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CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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

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

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

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

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

Proprietary Information	Yes	☐	No	☒
Justification for Confidential Status:				
Company Name:	Integrated Security Technologies, Inc.			
Signature:	Christine Lanning } Digitally signed by Christine Lanning Date: 2023.02.22 15:40:45 -10'00'			
Print Name:	Christine Lanning			
Date:				

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Vendor Name:	Integrated Security Technologies, Inc.
Project Title:	
Print Name of Official Authorized to Sign Application:	Christine Lanning
Signature of Official Authorized to Sign Application:	Christine Lanning Digitally signed by Christine Lanning Date: 2023.02.22 15:40:53 -10'00'
Date:	

VENDOR INFORMATION RESPONSE

Vendors shall complete and return this form in their proposal.

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

1. VENDOR CONTACT INFORMATION

1.1 COMPANY NAME AND CONTACT INFORMATION:

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

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

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

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

VENDOR INFORMATION RESPONSE

2. VENDOR INFORMATION

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

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

2.2 VENDOR LICENSING

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

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

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

VENDOR INFORMATION RESPONSE

2.3 STATE OF NEVADA EXPERIENCE

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

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

2.3.2 Table can be duplicated for each contract being identified.

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

2.4 CURRENT OR FORMER EMPLOYEE

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

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

2.5 PRIOR OR ONGOING CONTRACTUAL ISSUES

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

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

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

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

2.5.4 Table can be duplicated for each issue being identified.

VENDOR INFORMATION RESPONSE

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

3. PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD

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

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

4. NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION

Requested Information	Response
Name:	
Title:	

4.1 SIGNATURE OF INDIVIDUAL AUTHORIZED TO BIND THE VENDOR

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

VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

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

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

Company Name:	
Print Name:	
Signature:	
Date:	

CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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

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

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

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

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

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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