

STATE OF NEVADA COOPERATIVE CONTRACT

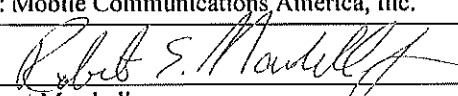
Nevada Contract Number:	99SWC - NV 23 - 16268
Master Agreement Number:	99SWC - NV 23 - 16268
Solicitation Number:	99SWC-S1820 (NASPO ValuePoint, Nevada)
Title:	Security and Fire Protection Services (NASPO ValuePoint, Nevada)

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:	Mobile Communications America, Inc		
Address:	100 Dunbar Street, Suite 304		
City, State, Zip Code:	Spartanburg, SC 29306		
Contact:	Drew Weston		
Phone:	843-266-2330	Email:	drewweston@callmc.com

1. **SCOPE.** This purpose of this contract is to provide Security and Fire Protection Services as needed, in accordance with each participating addendum executed under this master agreement.
2. **TERM.** Effective Date: Upon execution, Termination Date: 07/31/2028 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): two (2) option periods of (2) years each.
3. **ATTACHMENTS**
 - 3.1. The following documents are incorporated in descending order of constructive precedence.
 - A. 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: Mobile Communications America, Inc.
Signature: 	Signature: 
Name: Gideon K. Davis	Name: Robert Marshall
Title: Administrator	Title: COO
Date: 5/5/23	Date: 5/3/2023

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 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-VQ13592



Nevada RFP: 99SWC-S1820

**NASPO ValuePoint
Master Agreements for Security and
Fire Protection Services**

MCA COST VOLUME

TABLE OF CONTENTS

Contents

Cover Letter i

Section 1 1-1

Cost Schedule 1-1



February 23, 2023

State of Nevada
Department of Administration
Purchasing Division
515 East Musser Street, Suite 300
Carson City, NV 89701
Attn: Nancy Feser

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

Dear Ms, Feser,

In response to a request from the State of Nevada Department of Administration, RFP # 99SWC-S1820, for NASPO ValuePoint Master Agreements for Security and Fire Protection Services, Mobile Communications America, (MCA) is providing firm pricing for Category 12: Access Control Systems, Category 13: Burglar Alarm Systems, Category 14: Surveillance Services and Equipment, and Category 15: High Security Controls Systems.

This MCA proposal provides a best-in-class solution designed to meet your needs based on our many years of experience. MCA has become one of the largest security service providers in the United States with over 85 full-service locations across 13 states and over 1,350 employees. MCA is made up of several legacy companies including CodeLynx and Myrtle Beach Communications, that each individually participated in the prior iteration of the NASPO ValuePoint Fire and Security Contract.

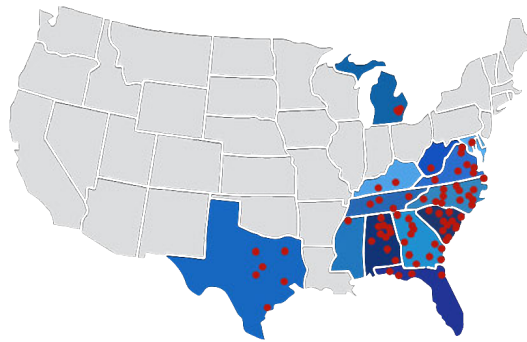
MCA offers a carefully researched portfolio of world class voice, data and security products and solutions. With more than twenty product lines and hundreds of solutions, our team of certified professionals across the United States deliver a full suite of reliable technologies with a service first approach. The MCA advantage is our extensive service portfolio to support the solution lifecycle from start to finish.

65,000 customers trust Mobile Communications America (MCA) to provide communications solutions for a safe, secure, and more efficient workplace. MCA earns that trust everyday with our unrelenting focus on service in all we do, including delivering the right solution, the best deployment experience, and unmatched support.



Today MCA has over 85 locations and over 1350 employees, of which over half are engineers, technicians, and program managers. The strength of these individuals has created a rich history of successful mission critical deployments in very demanding environments including airports, electric utilities, hospitals, schools, government, heavy construction, military, universities, public safety, mining, petro-chemical, and manufacturing. MCA has been solving problems and serving State and Local Government security needs and understands the associated demands and unique requirements.

MCA's strengths include the broad portfolio of industry leading solutions, the daily focus on serving our customers, dedication to safety and program management practices, and to solving our customers' problems as a trusted advisor.



MCA Locations

We thank you for the opportunity to furnish this proposal. If you have any questions, please contact your Account Manager, Drew Weston at (843) 637-0105 or email at drewweston@callmc.com.

Sincerely,

A handwritten signature in blue ink that reads 'Robert S. Marshall'.

Robert Marshall
COO
Mobile Communications America, Inc.

SECTION 1

COST SCHEDULE

Please see the RFP Cost Schedule on the following pages.

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

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

Mobile Communications America (MCA)
Nationwide

1. BACKFLOW PREVENTION SYSTEM (CATEGORY 1)

	BACKFLOW PREVENTION SYSTEM	Unit	Rate
1.1.			
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	\$ -

2. SANDPIPER INSPECTIONS - FIRE HOSE (CATEGORY 2)

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

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Mobile Communications America (MCA)

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

Nationwide

2.2.9.		Per Hour	\$ -
2.2.10.		Per Hour	\$ -

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	\$ -

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	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Mobile Communications America (MCA)

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

Nationwide

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	\$ -

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

	FIRE DETECTION - FIRE ALARM SYSTEMS	Unit	Rate
5.1.			
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	\$ -

6. EMERGENCY LIGHTING (CATEGORY 6)

	EMERGENCY LIGHTING	Unit	Rate
6.1.			
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	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Mobile Communications America (MCA)

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

Nationwide

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	\$ -

7. SPECIAL HAZARD FIRE SUPPRESSION SYSTEMS (CATEGORY 7)

	SPECIAL HAZARD FIRE SUPPRESSION SYSTEMS	Unit	Rate
7.1.			
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	\$ -

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

	PORTABLE FIRE EXTINGUISHER INSPECTION - SERVICE AND TESTING	Unit	Rate
8.1.			
8.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ -
8.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
8.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
8.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ -
8.1.5.	Repair - Telephone Support	Per Hour	\$ -
8.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ -
8.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
8.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
8.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ -
8.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
8.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
8.1.12.	Materials Mark-up	% of contractor cost	0.00%
8.1.13.	Subcontractor Mark-up	% of subcontractor cost	0.00%

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Mobile Communications America (MCA)

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

Nationwide

8.1.14.	(Vendors can propose per extinguisher pricing separately from labor rate)	Per Device	\$ -
8.1.15.	Annual Maintenance per extinguisher (seal, collar tag, hazmat label)	Per extinguisher	\$ -
8.1.16.	5 lb. ABC Dry Chemical Extinguisher - 6 year maintenance/recharge	Per extinguisher	\$ -
8.1.17.	10 lb. ABC Dry Chemical Extinguisher - 6 year maintenance/recharge	Per extinguisher	\$ -
8.1.18.	20 lb. ABC Dry Chemical Extinguisher - 6 year maintenance/recharge	Per extinguisher	\$ -
8.1.19.	5 lb. CO2 Extinguisher - 5-year hydrostatic test	Per extinguisher	\$ -
8.1.20.	2.5 gal. PR/Water Extinguisher - 5-year hydrostatic test	Per extinguisher	\$ -
8.1.21.	5 lb. Co2 Extinguisher - recharge	Per extinguisher	\$ -
8.1.22.	10 lb. Co2 Extinguisher - recharge	Per extinguisher	\$ -
8.1.23.	20 lb. Co2 Extinguisher - recharge	Per extinguisher	\$ -
8.1.24.	2.5 gal. PR/Water Extinguisher - recharge	Per extinguisher	\$ -
8.1.25.	45 lb. ABC Dry Chemical Cylinder - 12-year hydrotest (hood system)	Per extinguisher	\$ -
8.1.26.	45 lb. ABC Dry Chemical Cylinder - 6-year recharge (hood system)	Per extinguisher	\$ -
8.2.	Other Categories (cannot exceed max rate above):	Unit	Rate
8.2.1.	(Vendors can propose per 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	\$ -

9. NEW PORTABLE FIRE EXTINGUISHERS (CATEGORY 9)

9.1.	NEW PORTABLE FIRE EXTINGUISHERS	Unit	Rate
9.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ -
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	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Mobile Communications America (MCA)

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

Nationwide

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	\$ -

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

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

11. COMMERCIAL HOOD SYSTEM CLEANING (CATEGORY 11)

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

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Mobile Communications America (MCA)

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

Nationwide

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	\$ -

12. ACCESS CONTROL SYSTEMS (CATEGORY 12)

12.1.	ACCESS CONTROL SYSTEMS	Unit	Rate
12.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 202.01
12.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 128.36
12.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 192.54
12.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 256.72
12.1.5.	Repair - Telephone Support	Per Hour	\$ 115.73
12.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 202.01
12.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 128.36
12.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 192.54
12.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 256.72
12.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
12.1.11.	Monitoring/Maintenance - Option B	% of system cost	12.00%
12.1.12.	Materials Mark-up	% of contractor cost	22.00%
12.1.13.	Subcontractor Mark-up	% of subcontractor cost	22.00%
12.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
12.2.1.	Project Manager	Per Hour	\$ 202.01
12.2.2.	Network Technician	Per Hour	\$ 128.36
12.2.3.	Drafter/CAD	Per Hour	\$ 167.81
12.2.4.	Laborer/Helper	Per Hour	\$ 85.00
12.2.5.	Site Supervisor	Per Hour	\$ 131.52
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	\$ -

13. BURGLAR ALARM SYSTEMS (CATEGORY 13)

13.1.	BURGLAR ALARM SYSTEMS	Unit	Rate
13.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ 202.01
13.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 128.36
13.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 192.54
13.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 256.72
13.1.5.	Repair - Telephone Support	Per Hour	\$ 115.73
13.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 202.01
13.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 128.36
13.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 192.54
13.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 256.72
13.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
13.1.11.	Monitoring/Maintenance - Option B	% of system cost	12.00%
13.1.12.	Materials Mark-up	% of contractor cost	22.00%
13.1.13.	Subcontractor Mark-up	% of subcontractor cost	22.00%

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Mobile Communications America (MCA)

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

Nationwide

13.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
13.2.1.	Project Manager	Per Hour	\$ 202.01
13.2.2.	Network Technician	Per Hour	\$ 128.36
13.2.3.	Drafter/CAD	Per Hour	\$ 167.81
13.2.4.	Laborer/Helper	Per Hour	\$ 85.00
13.2.5.	Site Supervisor	Per Hour	\$ 131.52
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	\$ -

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	\$ 202.01
14.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 128.36
14.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 192.54
14.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 256.72
14.1.5.	Repair - Telephone Support	Per Hour	\$ 115.73
14.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 202.01
14.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 128.36
14.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 192.54
14.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 256.72
14.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
14.1.11.	Monitoring/Maintenance - Option B	% of system cost	12.00%
14.1.12.	Materials Mark-up	% of contractor cost	22.00%
14.1.13.	Subcontractor Mark-up	% of subcontractor cost	22.00%
14.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
14.2.1.	Project Manager	Per Hour	\$ 202.01
14.2.2.	Network Technician	Per Hour	\$ 128.36
14.2.3.	Drafter/CAD	Per Hour	\$ 167.81
14.2.4.	Laborer/Helper	Per Hour	\$ 85.00
14.2.5.	Site Supervisor	Per Hour	\$ 131.52
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	\$ -

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	\$ 202.01
15.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 128.36
15.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 192.54
15.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 256.72
15.1.5.	Repair - Telephone Support	Per Hour	\$ 115.73
15.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 202.01
15.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 128.36
15.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 192.54
15.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 256.72
15.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

Mobile Communications America (MCA)

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

Nationwide

15.1.11.	Monitoring/Maintenance - Option B	% of system cost	12.00%
15.1.12.	Materials Mark-up	% of contractor cost	22.00%
15.1.13.	Subcontractor Mark-up	% of subcontractor cost	22.00%
15.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
15.2.1.	Project Manager	Per Hour	\$ 202.01
15.2.2.	Network Technician	Per Hour	\$ 128.36
15.2.3.	Drafter/CAD	Per Hour	\$ 167.81
15.2.4.	Laborer/Helper	Per Hour	\$ 85.00
15.2.5.	Site Supervisor	Per Hour	\$ 131.52
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	\$ -

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.)

TABLE OF CONTENTS

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

1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT

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

2. PROJECT OVERVIEW

2.1. PURPOSE

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

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

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

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

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

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

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

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

2.6. **ANTICIPATED USAGE**

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

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

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

3. SCOPE OF WORK

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

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

4. COST PROPOSAL

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

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

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

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

Schedule Attachment.

4.5. INSTRUCTIONS

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

5. ATTACHMENTS

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

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

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

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

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

6. TIMELINE

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

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

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

7. EVALUATION PROCESS

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

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

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

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

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

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

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

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

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

7.2. COST SCORING

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

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

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

7.3. PRESENTATIONS

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

7.4. AWARD

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

8. MANDATORY MINIMUM REQUIREMENTS

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

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

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

9. CRITICAL ITEMS

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

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

9.6. VENDOR BACKGROUND

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

9.7. SUBCONTRACTORS

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

9.8. VENDOR STAFF RESUMES

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

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

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

9.9. CUSTOMER SERVICE

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

9.10. EXCEPTIONS TO TERMS AND CONDITIONS

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

9.12. VENDOR FINANCIAL INFORMATION

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

9.13. BUSINESS REFERENCES

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

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

10. SUBMISSION CHECKLIST

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

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

10.2. TECHNICAL PROPOSAL

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

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

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

10.4. COST PROPOSAL

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

10.6. SIGNED ATTACHMENTS

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

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

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

99SWC-S1820 SCOPE OF WORK

1. OVERVIEW

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

1.4. UNIVERSAL REQUIREMENTS

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

1.5. CONTRACT USAGE

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

99SWC-S1820 SCOPE OF WORK

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

1.6. CATEGORIES

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

2. CATEGORY DESCRIPTIONS AND DETAILS

2.1. BACKFLOW PREVENTION SYSTEM

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

2.2. STANDPIPE INSPECTIONS – FIRE HOSE

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

99SWC-S1820 SCOPE OF WORK

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

99SWC-S1820 SCOPE OF WORK

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

2.4.3. As Needed

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

2.4.4. Additional Requirements

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

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

2.5. FIRE DETECTION – FIRE ALARM SYSTEM

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

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

2.5.3. Inquire

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

2.5.4. Inspections

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

99SWC-S1820 SCOPE OF WORK

heat actuating devices

N. And exercise all supervised control valves and switches

2.5.5. Additional Requirements

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

2.6. EMERGENCY LIGHTING

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

2.6.2. Inspections

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

2.6.3. Additional Requirements

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

2.7. SPECIAL HAZARD FIRE SUPPRESSION SYSTEMS

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

2.7.2. Inspections

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

99SWC-S1820 SCOPE OF WORK

2.7.3. Additional Requirements

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

2.8. PORTABLE FIRE EXTINGUISHER INSPECTION, SERVICE, and TESTING

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

2.8.2. Inspections

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

2.8.3. Additional Requirements

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

2.9. NEW PORTABLE FIRE EXTINGUISHER SALES

2.9.1. Minimum requirements of all new fire extinguishers:

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

99SWC-S1820 SCOPE OF WORK

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

2.9.2. Additional Requirements

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

2.10. KITCHEN FIRE SUPPRESSION – COMMERCIAL HOOD SYSTEM

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

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

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

2.10.4. Inspections

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

2.10.5. Additional Requirements

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

2.11. COMMERCIAL HOOD SYSTEMS CLEANING

99SWC-S1820 SCOPE OF WORK

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

99SWC-S1820 SCOPE OF WORK

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

99SWC-S1820 SCOPE OF WORK

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

2.15. HIGH SECURITY CONTROL SYSTEMS

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

2.15.2. Replacement or upgrade of systems

2.15.3. Testing, training

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

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

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

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

2.16. INSPECTIONS & MONITORING

2.16.1. Vendor must:

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

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

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

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

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

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

99SWC-S1820 SCOPE OF WORK

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

2.16.5. Alarm Monitoring

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

3. GENERAL REQUIREMENTS

3.1. BACKGROUND CHECKS

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

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

3.2. PUBLIC WORKS PROJECTS

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

99SWC-S1820 SCOPE OF WORK

3.3. GENERAL

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

3.4. PENALTY FOR IMPROPER PRICING

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

3.5. STANDARD OF PERFORMANCE AND ACCEPTANCE

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

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

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

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

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

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

4. TERMS AND CONDITIONS FOR GOODS

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

99SWC-S1820 SCOPE OF WORK

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

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)?	<table border="1" style="width: 100%;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%; text-align: center;">☐</td> <td style="width: 25%;">No</td> <td style="width: 25%; text-align: center;">☐</td> </tr> </table>	Yes	☐	No	☐
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



Nevada RFP: 99SWC-S1820

**NASPO ValuePoint
Master Agreements for Security and
Fire Protection Services**

MCA TECHNICAL VOLUME

TABLE OF CONTENTS

Cover Letter

.....	
Section 1	1-1
Corporate Overview	1-1
1.1 Integration and Partnerships	1-1
1.2 Information Sharing and Thought Leadership.....	1-1
1.3 Safety.....	1-2
1.4 Qualifications Package.....	1-2
Section 2	2-1
Signed Attachments	2-1
Section 3	3-1
Response to Mandatory Requirements	3-1
8.....	3-1
8.1.....	3-1
8.2.....	3-1
8.3.....	3-1
8.4.....	3-1
8.5.....	3-1
8.6.....	3-2
8.7.....	3-2
8.8.....	3-2
8.9.....	3-2
Section 4	4-1
Response to Critical Items.....	4-1
9.....	4-1
9.1.....	4-1
9.2.....	4-1
9.2.1.....	4-1
9.2.2.....	4-1
9.2.3.....	4-1
9.3.....	4-1

9.3.1.....	4-1
9.3.2.....	4-2
9.4.....	4-2
9.4.1.....	4-2
9.5.....	4-3
9.6.....	4-3
9.6.1.....	4-3
9.6.2.....	4-3
9.6.3.....	4-4
9.7.....	4-4
9.7.1.....	4-4
9.7.2.....	4-4
9.8.....	4-6
9.9.....	4-7
9.10.....	4-9
9.11.....	4-10
9.12.....	4-10
9.13.....	4-11
Section 5	5-1
Response to Scope of Work.....	5-1
Section 6	6-1
Proposed Staff Resumes.....	6-1
Section 7	7-1
Appendix A: Certificate of Insurance	7-1
Section 8	8-1
Appendix B: MCA Locations	8-1
MCA Office Locations (as of February 23, 2023).....	8-1



February 23, 2023

State of Nevada
Department of Administration
Purchasing Division
515 East Musser Street, Suite 300
Carson City, NV 89701
Attn: Nancy Feser

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

Dear Ms, Feser,

In response to a request from the State of Nevada Department of Administration, RFP # 99SWC-S1820, for NASPO ValuePoint Master Agreements for Security and Fire Protection Services, Mobile Communications America, (MCA) is providing firm pricing for Category 12: Access Control Systems, Category 13: Burglar Alarm Systems, Category 14: Surveillance Services and Equipment, and Category 15: High Security Controls Systems.

This MCA proposal provides a best-in-class solution designed to meet your needs based on our many years of experience. MCA has become one of the largest security service providers in the United States with over 85 full-service locations across 13 states and over 1,350 employees. MCA is made up of several legacy companies including CodeLynx and Myrtle Beach Communications, that each individually participated in the prior iteration of the NASPO ValuePoint Fire and Security Contract.

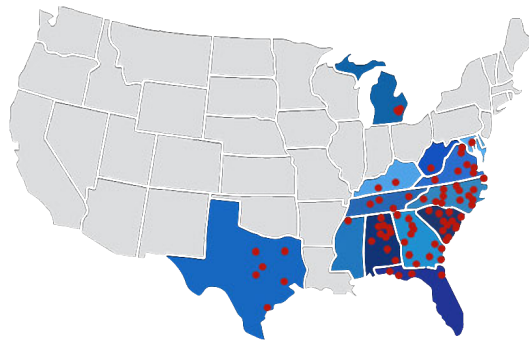
MCA offers a carefully researched portfolio of world class voice, data and security products and solutions. With more than twenty product lines and hundreds of solutions, our team of certified professionals across the United States deliver a full suite of reliable technologies with a service first approach. The MCA advantage is our extensive service portfolio to support the solution lifecycle from start to finish.

65,000 customers trust Mobile Communications America (MCA) to provide communications solutions for a safe, secure, and more efficient workplace. MCA earns that trust everyday with our unrelenting focus on service in all we do, including delivering the right solution, the best deployment experience, and unmatched support.



Today MCA has over 85 locations and over 1350 employees, of which over half are engineers, technicians, and program managers. The strength of these individuals has created a rich history of successful mission critical deployments in very demanding environments including airports, electric utilities, hospitals, schools, government, heavy construction, military, universities, public safety, mining, petro-chemical, and manufacturing. MCA has been solving problems and serving State and Local Government security needs and understands the associated demands and unique requirements.

MCA's strengths include the broad portfolio of industry leading solutions, the daily focus on serving our customers, dedication to safety and program management practices, and to solving our customers' problems as a trusted advisor.



MCA Locations

We thank you for the opportunity to furnish this proposal. If you have any questions, please contact your Account Manager, Drew Weston at (843) 637-0105 or email at drewweston@callmc.com.

Sincerely,

A handwritten signature in blue ink that reads 'Robert S. Marshall'.

Robert Marshall
COO
Mobile Communications America, Inc.

CORPORATE OVERVIEW

MCA is a full-service Security Systems Integrator that specializes in serving mission critical customers with the maintenance and installation of complex, integrated security solutions. MCA distinguishes itself from other system integrators by designing, installing, and maintaining complex systems, developing affiliated software integrations and specialized security products, and providing cyber security certification and accreditation services for our clients' network operating environments.

1.1 INTEGRATION AND PARTNERSHIPS

MCA is not a typical ESS Integrator. Our team takes pride in our organization's diverse skills and leverages those dynamic capabilities to provide complete integration services. This means, in addition to the normal Value Added Reseller (VAR) relationships with hardware and software firms in the industry, MCA has strategic partnerships with leading industry technology providers, which allows our team to customize, extend, integrate, and enhance partner applications.

MCA maintains API and SDK's for many of the largest security OEM's to leverage their out-of-the-box software and hardware products in order to create new solutions for security challenges. MCA is a member of various Preferred Partner Programs, which gives our team access to cutting-edge integration tools, software engineering resources, and regular meetings with the Product Management teams to discuss pre-release software and features.

1.2 INFORMATION SHARING AND THOUGHT LEADERSHIP

MCA specializes in providing critical security solutions for our customers. In order to provide the best guidance and support to our customers, we partner with many industry and governmental organizations to share information on the risks, vulnerabilities, and threats that exist for our customers. MCA and our staff hold industry partnerships with the following:

- ASIS International
- BICSI
- NCMS
- Electronic Security Association
- Infragard
- Homeland Security Information Network – Critical Infrastructure

The team at MCA are frequent attendees, speakers, and presenters at regional and national conferences on various areas impacting security. This information sharing allows our team to serve as leaders in the industry by both helping to add to the body of knowledge and disseminating relevant information to our staff and our customers.

1.3 SAFETY

Our staff members go through a robust safety and security training upon employment with MCA, as well as completing periodic refresher training at least annually. We utilize organizations such as the Defense Counterintelligence and Security Agency's Center for Development of Security Excellence, North American Electric Reliability Corporation, the Mid-Atlantic Safety Council, and others to train all of our employees as part of their on-boarding or pre-site entry process. The majority of our technicians have the OSHA 10 safety certification. MCA technicians annually recertify on all lift and specialized equipment that we use as part of our normal installation and maintenance operations. MCA has developed a Safety Manual that is available upon request. MCA safety reporting and programs are independently verified by companies such as BROWZ and ISNetworld as part of our support of other large commercial and enterprise customers.

1.4 QUALIFICATIONS PACKAGE

Please see our brochure on the following pages outlining MCA's qualifications.



SECURITY QUALIFICATIONS

NASPO

Critical Factors for Success

Today, we confidently assure our clients locally, nationally and internationally, that every level of work performed by MCA is based upon the foundation of our extensive experience and what we have identified as our Seven (7) Critical Factors For Success:

1. “Complete” Understanding Of The Client’s Application

We recognize that having a complete understanding of the customer’s application can many times be the most critical component to ensuring a successful end result. Understanding the customer’s “complete” application means identifying the concerns / problems, the customer’s business operation, the working conditions in their given environment, and identifying growth potential for unknown future needs. This knowledge enables MCA to solve the current needs, and plan cost effective solutions for future applications.

2. Comprehensive Engineered Solutions

After obtaining a “complete” understanding of the application, our team of design engineers select the best system solution to meet the client’s objectives within the frame-work of their budget. MCA’s design approach is typically based upon a “layered” security protection plan consisting of multiple systems seamlessly integrated.

3. Disciplined project management

Project Management is the key to the success or failure of any project. Our project execution is performed through a highly structured Project Management Program. MCA’s Project Managers are empowered to make all decisions necessary in order to meet the client’s goals and objectives. MCA’s Project Managers are well disciplined and experienced to manage people, tasks, and time which are all critical factors for controlling cost, quality, schedule, and scope of work. From inception to completion, our attention to detail is critical in providing a seamless execution of the expected deliverables and overall project success. MCA has “never” delivered a project that did not meet the customer’s expectation. This is a direct result of our disciplined project management team.

4. Communication

Beyond this being a common courtesy of professionalism to our clients, it’s a vital component for organizing daily tasks based on the customer’s priorities and stages of site readiness. MCA’s Project Managers conduct weekly progress meetings and communicate milestone progress reports to the customer on a regular basis. We also provide the customer with cellular phone numbers of the pertinent on-site personnel so that we are completely accessible to the client at all times.

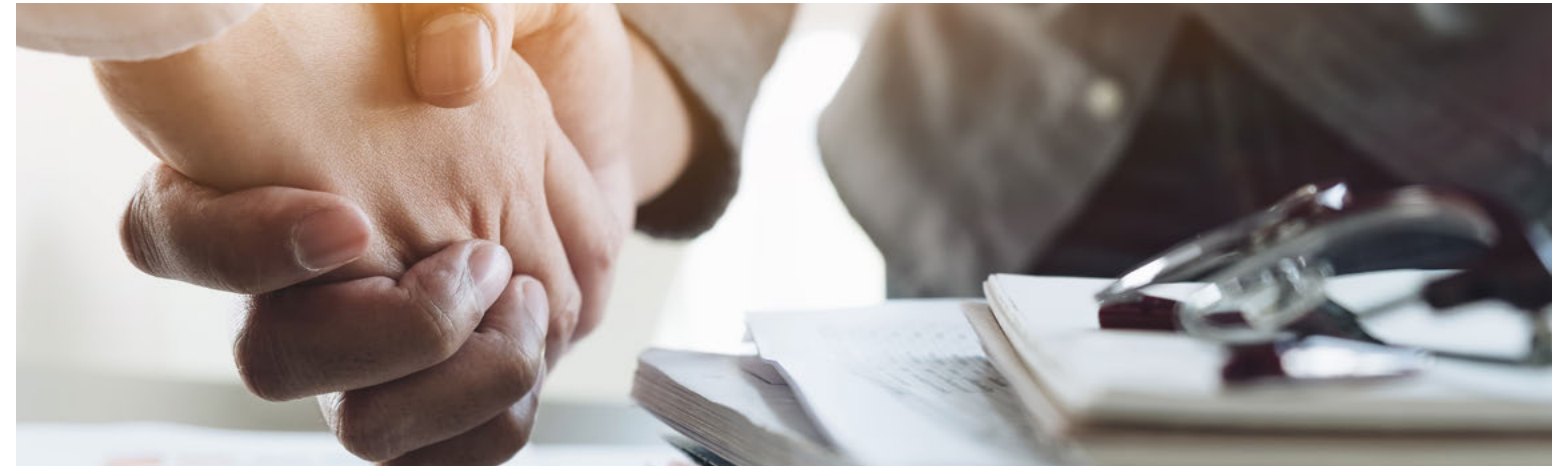
5. Competent Implementation Team

MCA is UL2050 Certified which guarantees the highest level of quality and installation practices. Additionally, all MCA installation technicians are trained and certified on all of our core product offerings. This level of investment in our installation team ensures clients that they have a competent team performing the work.



6. Technical Support

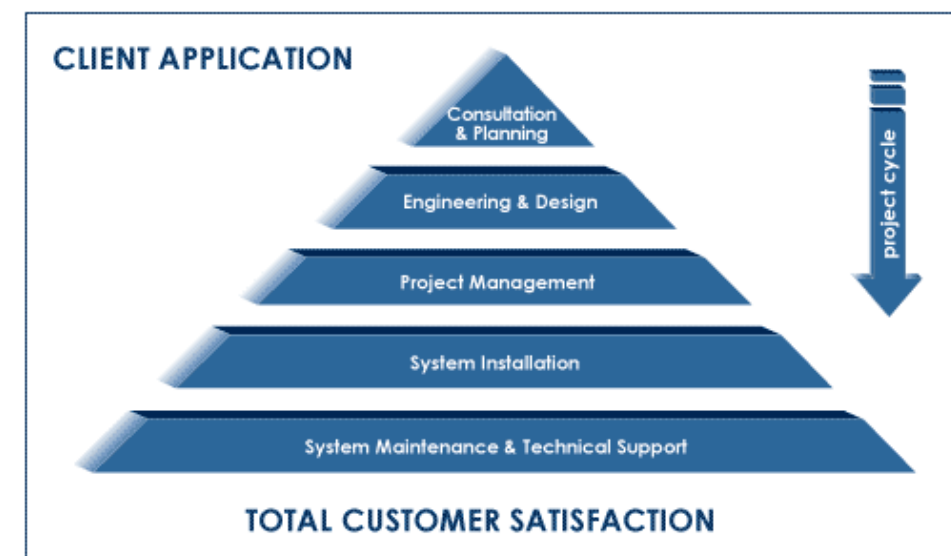
This is a layer of infrastructure that most security integrators rely on their suppliers to fulfill and do not directly employ. However, MCA has implemented our own internal Technical Support Staff in order to provide a higher level of technical expertise to our clients. This added investment allows us to be completely self-sufficient and non-reliant on our suppliers to support our customers on troubleshooting, programming, system commissioning, and training needs. Historically, this approach has reduced overall customer costs and greatly minimized customer downtime. Our Technical Support Team has become an essential component in making our projects successful and has set us apart from our competition.



7. Full Service Maintenance Support

We recognize that exceptional quality service is the key to our customer relationships and our existence. Our core commitment is to provide superior customer satisfaction. To achieve this, MCA has made the following investments to provide our valued customers the level of service that they not only expect, but demand:

- Factory trained & certified Field Service Technicians
- Fleet of stocked service vehicles
- Large inventory of support equipment
- 24 hour “on-call” service program
- Centralized service dispatch center
- Customer training programs
- Customized maintenance programs
- Full service maintenance agreements
- Preventative maintenance plans
- Software support programs
- Phone support by technical support staff
- UL Certified Monitoring Station



Management Philosophy and In-House Advantages



Our philosophy is simple and straightforward. We believe that by providing excellent care and superior service to our customers while delivering consistency and uniformity for each project, we will continue to establish a mutually beneficial relationship with our clientele. By providing fully engineered solutions driven by the latest technology that is delivered by a group of well trained technical professionals, we consistently exceed all customer expectations. MCA recognizes the complex challenges of servicing customer accounts and are committed to executing all projects in a manner that will reflect well on your project team. Thus, prior to developing any subsequent proposal, the MCA Management team along with Technical and Operations staff, will meet to establish overall account requirements. As such, the project team will define the following as a prerequisite in order to successfully achieve the desired outcome.

Project Initiation & Planning

- Clarify & define project requirements
- Define schedule & costs
- Identify quality approach
- Organize staff & task assignments
- Identify risks
- Develop implementation plan
 - Management Solution (PMP)
 - Technical Solution (PE&Q Process)
 - Increment Content (Project Build Plan)

Controls

- Implement the “Management” Solution
- Measure project performance
- Manage requirements and configurations
- Monitor quality standards and code regulations
- Maintain safety standards
- Report performance

Execution

- Execute “Technical” Solution
- Administer procurements
- Continuous communication with the customer & other contractors
- Cultivate teamwork
- Adjust for field conditions
- Implement corrective action plan as needed

Project Closeout

- Customer training
- As-built drawings and documentation of system(s)
- System acceptance testing
- Conduct post implementation review
- Perform Administrative Closeout
- Deliver service process to Customer
- Internal hand-off to Technical Services

In-House Technical Staff

MCA team members have been involved with several thousand large-scale projects. Many of these projects required centrally managed systems via LAN/ WAN as they linked multiple sites of municipalities, ports, branch offices and technical facilities throughout the world to a central location. With vision, engineering, project management and networking skills our team members have successfully executed the delivery of hundreds of million dollars of access control and CCTV systems worldwide.

MCA's engineering staff of allows our customers to achieve the highest level of benefits from every system. Their success is largely due to their accuracy of the design and engineered drawings. We have in-house degreed engineers and Auto-CAD operators whom are responsible for complete project documentation.

The MCA In-house staff includes IT professionals who possess certifications in Microsoft, Cisco, SQL, Oracle and others, and are highly experienced in system integration, database migration and networking. Moreover, all MCA Project Managers are well seasoned in the security industry and possess a combination of technical, programming and supervisory skills. All MCA technical personnel go through vigorous training programs annually and are Factory trained and certified by the security industry's top manufacturers.





Engineering

MCA boasts numerous engineers. Our in-house design and engineering staff work to create the best solutions for complex projects. We create extremely detailed drawings for each job that include site plans, device layouts, riser diagrams, door elevations, equipment control elevations, detailed wiring diagrams and specifications for all peripheral devices. All of our projects are created in-house utilizing AutoCAD software. We complete riser diagrams for the card access system, CCTV, and intercom devices that show the required wire types and related control equipment for all devices.

MCA engineering plans are very consistent from project to project. We issue extremely detailed engineered drawings for each job so that technicians have a “Paint by numbers approach” installation. A typical drawing package includes a device legend, site plans, device plans, riser diagrams, door elevations, equipment-control elevations, detailed wiring diagrams and specifications for all peripheral devices. We provide customized views and details for security consoles including scaled equipment rack drawings illustrating the location and specification of each device located in each rack. Equipment cut sheets are integrated with the drawing details making it easy for installers to match device types with details. Our goal is simple – to make the installation of our systems as easy to complete as possible.

IT Capabilities

Information technology and networking are always critically important to security infrastructure. MCA products and services are grounded in IT standards. By utilizing the latest software industry practices and standards in the selection of our strategic partners, MCA's efforts bring the power of leading-edge technology and flexibility of open systems architecture to a previously proprietary security market.

Our IT project implementation is a multi-tiered process ensuring a strong relationship for the long term. MCA works closely with clients and their IT departments to identify specific needs.

We understand that customer needs vary from machine specifications to operating system security. MCA possesses the experience and knowledge to interpret the requirements of our client's IT standards and implement a comprehensive approach to deliver desired results. Due to our IT strengths and capabilities, we have delivered countless servers and workstations. Furthermore, we have engineered complex systems such as fiber network back-bones and SDLT cartridges that house precious backup data. MCA takes great pride in its ability to communicate effectively with corporate IT departments. By working closely with our customer's IT department, MCA ensures that all core requirements such as Disaster Recovery, Redundancy and Anti-Virus protection are considered.

The MCA IT professional can support bundled redundant configurations to enable the system to continue functioning if a database server fails. In the event of a server failure, MCA can automatically have the SMS switch over to a backup server. MCA can further design a “cold” redundant system, which enables users to have a second fully configured server available to take over in the event of primary server's failure.

Cloud Based Solution Capabilities

MCA can design, implement, and support Cloud Hosted solutions to relieve clients from having to purchase, maintain, and upgrade computer servers, workstations, and operating software. It also removes the ongoing costs for expensive hardware and software upgrades, as well the need to replace the system every 5 to 7 years.

MCA's cloud hosted systems also eliminate the need for clients to provide their employees to be trained to administer and manage the system(s). Instead, MCA provides clients with a Central Management of all administrative duties and routine functions. Outsourced system management also guarantees that the system software is always operating, is always on the most current version, and has a disaster recovery redundancy. Additionally, this solution ensures that the client's data is safely backed up daily, and securely stored in the event of a catastrophic failure. The system is limitless for expansion needs and will never become obsolete.

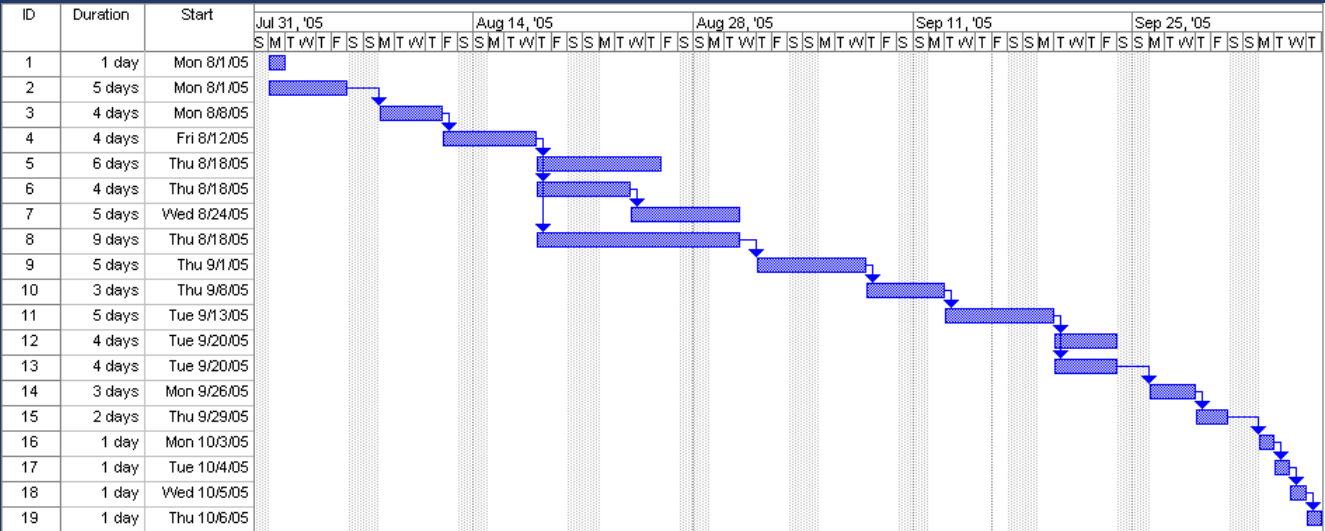
Project Management

All major projects require a project manager as a single focal point of responsibility for all aspects of the job. MCA dedicates one of our project managers for the entire duration of a project. In addition, we realize that an effective project manager must apply

technical knowledge, people and communication skills, and management talent in an on-site, pro-active manner to ensure that our contract commitments to the project are met on time and within budget. The MCA project manager monitors labor, material, and project modifications as they relate to the assigned project and makes changes to ensure achievement of objectives in these areas. The project manager reviews the on-going process of the project with the engineer, customer, owner, and MCA management.

The MCA project manager develops and maintains effective on-going contact with the customer and all other project participants to resolve issues and update project status. The project Manager interfaces with sales to ensure prompt and accurate estimates on change orders consistent with project goals. In addition, the project manager maintains an interface with the branch operations. The project manager ensures that appropriate technical personnel and tools are utilized fully and project cost objectives are being met. The project manager reports on project status as required to the engineer, customer, owner, and management. The project manager oversees preparation of software programs and the operation, maintenance, and troubleshooting of sophisticated electronic computerized control systems as the project requires.

State of the Art Software to Track and Manage Projects



Implementation Plan



When it comes to implementing the plan, MCA has all the checks & balances in place. Below is a summary of our tried & true “delivery plan.”

1. Initial Layout

After being provided floor plans for the site by our customer, MCA will work with our customer to layout the device plan for the project. We will indicate devices at all doors, cameras, and head-end equipment, requirements for power and data and electrified hardware types required at each card access door.

2. Bid & Site Walk-through

This discovery phase is the cornerstone to the project. During this phase participants include engineering, technical installation and local site management personnel. The primary objective during this phase is to verify existing conditions to create a basis for the overall engineer and define the detail required to successfully achieve the system goals and objectives of the project.

3. Subcontractor Pre-qualification / Award

The MCA Delivery Model includes the pre-qualification of at least three subcontractors for each project. We go to great lengths to qualify local companies that will complete the installation to MCA quality standards and provide on-going local service support in the future. MCA subcontractors sign the MCA Master Agreement and are held to MCA quality standards, the MCA system of consistency and uniformity and the defined scope of work for the project.

4. Installation Plans and Specs

Once engineering review/approval is complete, MCA produces as full set of installation plans and specs for the project. MCA includes device plan layouts, riser drawings, door and device typical, point-to-point wiring tables and other details as necessary to fully describe the project.

5. Pricing/Value Engineering

MCA has excellent knowledge of system equipment and installation costs. We also have a thorough understanding of the possible pitfalls en route and how best to avoid them. MCA will work with our customer to ensure the greatest value for the dollar is achieved at all project sites.

6. Installation/Implementation

The implementation process is monitored by the MCA Project Manager and completed by a number of team members. Implementation begins with a ‘kick-off’ meeting to review the project scope, plans and specs, budget, time line, materials and equipment, engineering and other pertinent information with team members prior to order of equipment. After project kick-off, the PM sets weekly meetings at which time team members report progress, air issues, and generally provide information necessary to keep the project on track and moving forward. Installation continues with meetings as required, field inspections, coordination of subcontractors and other traders, cabling, device mounting and terminations.

7. System Programming

MCA provides programming services to our clients remotely and locally as needed. System programming occurs on largely on two fronts at the s rdance with company standards and the engineered plans and at the System Administrator or Corporate Security Director to identify access levels for our customers.

8. Commissioning/Testing

System commissioning occurs toward the end of the project. Doors and panels are brought on line and tested, cameras are programmed and tested, programming and device functionality is tested one at a time with adjustments made in the field and at the workstation until all runs clean.

9. Training

MCA typically provides end-user training at system turn on and once again after the Client has had a little time to become familiar with the use of the system.

10. As-Built Drawings & Documentation

MCA produces As-Built drawings and system manuals upon completion of the job. A full set of drawings and manuals is left at the site, another with the system administrator and another with MCA Support.

11. Service and Support

MCA employs a staff of dedicated technicians that provide superior service and support to our customers. Our Service Manager ensures customer problems are addressed and local technicians are dispatched in a timely and efficient manner. A dedicated phone number and email address is set up for all support issues.



Quality Assurance Plan

The MCA management team believes strongly in delivering the very best in the quality of materials and workmanship to our customers. We emphasize quality throughout our organization. It is our belief that our reputation for quality will distinguish us from our competitors and we continuously implement quality programs and standards to that end. We typically use BICSI and the system manufacturer's standards when we inspect our workmanship. Supervisors complete QA checklists and then assess the overall results of the checklists in order to evaluate the service quality of our firm. In order to promote teamwork and quality within, especially at the field level, we have incentive programs established that reward certain goals and objectives attained by field personnel. In addition, criteria for personnel performance reviews include the areas of quality and teamwork.

Senior managers regularly conduct staff meetings and review each project under contract. In these meetings, we review staffing issues, actual versus projected schedules, and actual versus projected costs of each project. Project managers regularly survey projects under contract and inspect the work for the quality of the installation, the outward appearance of the installation, the compliance to code of the installation, the coordination of the work with other trades on the project, and overall progress of the project as it compares to the overall targeted completion date.

Quality Assurance Plan for the Customer's Project

At MCA, it all begins with the "Quality Plan" (QP). This represents MCA's philosophy of doing business. The Quality Plan states that: "We will continually strive to attain 100% customer satisfaction by providing our customers with state of the art technologically advanced solutions and a superior level of service which exceed our customer expectations." We are confident that once you have read our 8 STEP QP PROCESS, you will realize that all the checks and balances are in place.

The objectives of this plan are to:

- Control the quality of workmanship and materials provided throughout the duration of the project.
- Assure successful performance of all test requirements for copper and fiber cable, materials and equipment installed.
- Assure workmanship is provided in accordance with established industry-standard procedures as well as manufacturer specifications.
- Ensure adequate inspection and audit functions are performed.

1. Management Commitment

Key operating objectives of every MCA employee include developing a thorough understanding of "Quality Process" and using these principles in day-to-day job performance.

2. Customer Satisfaction Teams

A Customer Satisfaction Team, composed of a company executive and select staff members, are established in each office. The team objective is to keep each office focused on providing systems and services that result in 100% customer satisfaction.

3. Quality Training

All MCA employees have been trained on the "QP", including practical application exercises that pertain to their specific areas of job responsibility.

4. Quality Awareness and Communication

Special efforts are expended on an ongoing basis to keep the "QP" in the forefront in all MCA customer relationships. Since MCA defines quality as a "process" as opposed to a "program"; activities are a continuous part of our everyday operating philosophy.

5. Requirements

The essence of quality is to clearly understand the Customers and their requirements, and then to conform to those requirements.

6. Measurement

The purpose of measurement is to track our ability to meet the unique needs of our Customers. A measurement, ultimately, is a tool we use as an organization to graphically display any aspect of our products or service that we believe must improve in order for us to meet Customer requirements.

7. Corrective Action

Corrective action is a systematic method of identifying problems and removing their cause.

8. Recognition

The purpose of recognition is to formalize our appreciation of those who contribute to customer satisfaction. Customers who select MCA can be certain that they are dealing with a supplier who recognizes the importance of delivering high-quality products, systems, and services.

Adherence to Appropriate Safety Codes and Procedures

MCA's standard Safety Plan will be followed for the work on the customer's project. This plan will address the actions which will be taken to ensure that all workmanship and materials being delivered under this contract will meet National Electrical Code specifications, customer's and local regulations, and that all work will be performed in accordance with the applicable local and national electrical codes and procedures for workmanship, safety, electrical hazards and fire prevention.

Adherence to Schedules and Work Functions

The Project Manager will establish and monitor a project milestone schedule to ensure that all tasks are scheduled appropriately with proper manpower loading, and are progressing in a timely fashion. Any discrepancies that could affect schedules and work functions will be noted and included in periodic progress reports. An action plan will be developed to correct any problems seen in the schedule in order to maintain milestones.

Materials

Equipment, supplies and materials used during the project, will be adequately stored in a secure and protected area in order to prevent damage or theft. Any physical damage or missing, deficient or incorrect components will be identified, documented in the QA notebook, and reported to MCA management. Adequate float will be built into material milestone schedules in order to allow for delays and other problems that might occur in the material acquisition process.

Installation Workmanship and Inspection

The Project Manager will review site and facility drawings, including floor plan layouts to ensure that the cable and hardware can be placed as planned. Clearances for cable interconnections will be closely checked to assure adequacy. Discrepancies will be noted and reported immediately for correction. Upon completion of each installation phase, a QA inspection will be performed and recorded by the Project Manager, and all deficiencies reported. All QA inspections will check for compliance with safety standards, manufacturer's recommended standards and industry standards.



SECTION 2

SIGNED ATTACHMENTS

Please see the RFP required signed attachments on the following pages.

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

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:	Mobile Communications America, Inc.
Company Street Address:	100 Dunbar St, Ste 304
City, State, Zip Code:	Spartanburg, SC 29306
Telephone Number, including area code:	843-266-2330
Toll Free Number, including area code:	
Email Address:	contracts@callmc.com

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

Requested Information	Response
Name:	Drew Weston
Title:	Director of National Accounts
Address:	4937 Fargo Street
City, State, Zip Code:	North Charleston, SC 29418
Email Address:	drewweston@callmc.com
Telephone Number, including area code:	843-266-2330
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:	Mobile Communications America, Inc.
Ownership (sole proprietor, partnership, etc.):	Corporate
State of Incorporation:	DE
Date of Incorporation:	8/1/2013
# of years in business:	9 years
List of top officers:	Vince Foody - CEO, Robert Marshall - COO
Location of company headquarters, to include City and State:	Spartanburg, SC
Location(s) of the office that shall provide the services described in this RFP:	See "MCA Location List"
Number of employees locally with the expertise to support the requirements identified in this RFP:	300+
Number of employees nationally with the expertise to support the requirements in this RFP:	300+
Location(s) from which employees shall be assigned for this project:	See attached list

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:	NV2023702594			
Legal Entity Name:	Mobile Communications America, Inc.			
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 of Nevada Department of Administration, Purchasing Division
State Agency Contact Name:	Nancy Feeser
Dates Services Were Performed:	08/15/2017 - Current
Type of Duties Performed:	Access Control, Video Surveillance and Burglar Alarm Services
Total Dollar Value of the Contract:	Ongoing

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

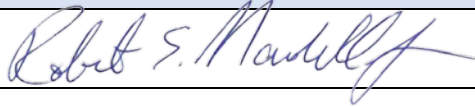
Using agencies may desire to use a Procurement Card as a method of payment to vendors.

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:	Robert Marshall
Title:	COO

4.1 SIGNATURE OF INDIVIDUAL AUTHORIZED TO BIND THE VENDOR

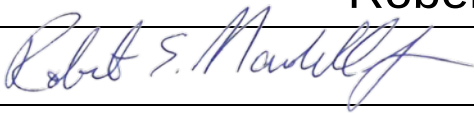
Individual shall be legally authorized to bind the vendor per NRS 333.337	
Signature:	
Date:	2/23/2023

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:	Mobile Communications America, Inc.
Print Name:	Robert Marshall
Signature:	
Date:	2/23/2023

CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

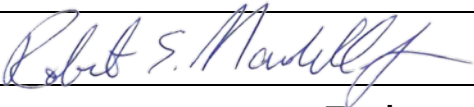
Submitted proposals, which are marked confidential in their entirety, or those in which a significant portion of the submitted proposal is marked confidential shall not be accepted by the State of Nevada. Pursuant to NRS 333.333, only proprietary information may be labeled a trade secret as defined in 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:	Requested corporate financials Employee Resumes				
Company Name:	Mobile Communications America, Inc.				
Signature:					
Print Name:	Robert Marshall				
Date:	2/23/2023				

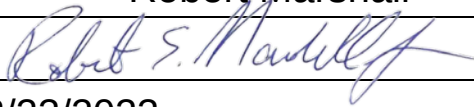
CERTIFICATION REGARDING LOBBYING

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:	Mobile Communications America, Inc.
Project Title:	NASPO ValuePoint Master Agreements for Security and Fire Protection Services
Print Name of Official Authorized to Sign Application:	Robert Marshall
Signature of Official Authorized to Sign Application:	
Date:	2/23/2023

RESPONSE TO MANDATORY REQUIREMENTS

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.

MCA Response: MCA acknowledges and complies with this requirement.

- 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.

MCA Response: MCA acknowledges and complies with this requirement.

- 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.

MCA Response: MCA acknowledges and complies with this requirement.

- 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).

MCA Response: MCA acknowledges and complies with this requirement.

- 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.

MCA Response: MCA acknowledges and complies with this requirement.

- 8.6. DATA ENCRYPTION. Confirm offeror will comply with Lead State IT requirement that data be encrypted in transit and in rest.

MCA Response: MCA acknowledges and complies with this requirement.

- 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.

MCA Response: MCA acknowledges and complies with this requirement.

- 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).

MCA Response: MCA acknowledges and complies with this requirement.

- 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.

MCA Response: MCA acknowledges and complies with this requirement. MCA has no current or anticipated disclosures, contract breaches, litigation or investigations pending to declare.

RESPONSE TO CRITICAL ITEMS

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.

MCA Response: MCA acknowledges and complies with this requirement.

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.

MCA Response: MCA acknowledges and complies with this requirement.

- 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.

MCA Response: MCA acknowledges and complies with this requirement.

- 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.

MCA Response: MCA acknowledges and complies with this requirement.

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.

MCA Response: MCA acknowledges and complies with this requirement. MCA has been performing on both the predecessor contract and providing all required reporting and fee remittances. MCA will continue to provide all required reporting and fee payments under the terms of this NASPO ValuePoint Master Agreement.

- 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.

MCA Response: MCA will identify a reporting contact from within the key management personnel within 15 days of Master Agreement execution.

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.

MCA Response: MCA currently holds the predecessor NASPO ValuePoint Security contract with participating addenda in multiple States. In addition to the NASPO ValuePoint contract MCA holds a GSA contract, a Texas DIR contract and North Carolina Sheriff's Association contract. MCA has received multiple audits from various oversight agencies and have complied with all terms and conditions required therein. MCA currently does more than ten million dollars of annual spending through various cooperative purchasing contracts including the NASPO ValuePoint Fire and Security.

- 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.

MCA Response: MCA currently holds the following cooperative purchasing contracts:

- **NASPO ValuePoint Fire & Security: \$9.8Million in calendar 2022**
- **NASPO ValuePoint Cloud Hosting: \$0 in annual spending.**
- **General Services Administration – MAS contract: Information Technology SINs \$2.8M in calendar 2022**
- **Texas Department of Information Resources: \$23.7M**
- **North Carolina Sheriff's Association: new contract - \$0 in annual spending.**

Several of these contracts have clauses for Most Favored Customer pricing. To that end the products and services on the NASPO ValuePoint and Texas DIR are substantially similar, and pricing has been coordinated to ensure that both agencies have identical pricing on both contracts. The other contracts do not offer similar services.

- C. Describe how you intend to market your Master Agreement and encourage participation among potential Participating Entities, including state governments.

MCA Response: MCA regularly attends procurement events such as NIGP and NASPO events such as the NASPO Exchange to look for new opportunities to promote participation and execute participating addenda's with various agencies. MCA also works with the NASPO ValuePoint team to educate Using Government Agencies on the ins and outs of utilization of ValuePoint contracts. As MCA has continued to expand its geographic

footprint MCA will continue to promote the utilization of NASPO ValuePoint contracts in those new geographies. MCA sells across the entire US and has offices in 13 states which the majority are covered within the NASPO Exchange.

- D. Describe how you intend to encourage usage of your Master Agreement by Purchasing Entities.

MCA Response: MCA markets our NASPO ValuePoint during regular marketing events such as trade shows, NIGP and NASPO events, and during in person discussions with Purchasing Entities. MCA utilizes the tools provided in the ValuePoint supplier portal such as the tabletop displays and logos in marketing communications. Our demonstrated success of our continued sales and growing customer base of government agencies from State agencies to political subdivisions gives credibility to our approach. MCA is promoting the NASPO Master Agreement through each of our three divisions to cover voice, data, and security solutions. Our teams are heavily focused on state & local government agencies and thus interact with the state procurement officials to promote the use of the NASPO Master Agreement.

- 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?

MCA Response: MCA has worked with agencies including recently with the City of Memphis and the State of Tennessee to engage with NASPO ValuePoint staff to incorporate specific language as required by the City to comply with the local procurement code.

- 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.

MCA Response: The Certificate of Insurance is attached to this volume as Appendix A.

- 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.

MCA Response: MCA has become over the last three years one of the largest security integrators in the marketplace. MCA has grown from our legacy business and footprint over the last four years to now provide security services in dozens of states. MCA has provided customer references from across our footprint to provide examples of the quality of our services.

- 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.

MCA Response: MCA and its predecessor businesses have been providing security solutions since 1988.

9.6.3. Vendor Profile

- A. Company full legal name

MCA Response: Mobile Communications America, Inc. (MCA)

- B. Primary business address

MCA Response: 100 Dunbar Street, Suite 304, Spartanburg, SC 29306

- C. Describe company ownership structure

MCA Response: MCA is a privately held corporation.

- E. Employee size (number of employees)

MCA Response: 1,350+

- F. Website

MCA Response: www.callmc.com

- G. Sales contact information

MCA Response: Drew Weston, (843) 637-0105, drewweston@callmc.com.

- H. Client retention and growth rates during the past three years

MCA Response: 90%+ retention, 10% growth YoY for last 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.

MCA Response: MCA does not intend to utilize subcontractors in the performance of this contract.

- 9.7.2. Proposal should include a completed Attachments for Signature document for each subcontractor.

MCA Response: MCA does not intend to utilize subcontractors in the performance of this contract.

- 9.7.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

MCA Response: Should MCA utilize any subcontractor in the future, MCA shall obtain from the subcontractor documentation stating that all required insurance is in place prior to commencement of work.

- 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.

MCA Response: Should MCA subcontract any work in the future all documentation will be made available to NASPO ValuePoint, Lead State, Participating Entity and any political subdivision the contractual and supporting documentation prior to commencement of any work.

- 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

MCA Response: MCA does not intend to utilize any subcontractors at this time. Should MCA need to subcontract any work in the future the work will be supervised by MCA's Project Management and Quality teams.

- B. How channels of communication shall be maintained

MCA Response: MCA project management will produce project plans and schedules based on the current workload and resource allocations. Should the proposed timeline by the PM team be deemed outside of acceptable parameters, the PM may look to alternative workforce to complete the installation on time and budget. In this rare case, the PM would propose to the customer an alternative installation plan by utilizing subcontractor labor. Should the customer accept this alternative, the PM would contract the labor force and manage the daily activities of the subcontractor to comply with the alternate installation plan. The subcontractor shall provide to MCA project management daily reports which will include planned activity and completed activities based on the project plan. It will also include any pertinent details which may impact the overall project deliveries including pictures, deliveries, scheduled downtimes, customer requests, and acceptance testing/reports.

- C. How compliance with contract terms and conditions will be assured

MCA Response: At various intervals, the MCA PM team will schedule QA/QC activities to verify compliance with MCA installation practices and provide applicable punch list items to be addressed by the subcontractor teams. Upon final walkthrough, the MCA PM team shall perform a final QA/QC trip, customer acceptance testing and document any deliverables/punch items that are not in compliance. As part of the closeout procedure, the MCA PM team will verify all punch is completed, all contract deliverables have been fulfilled, all O&M manuals are provided, all pertinent training has been completed and a proper service handoff has been performed.

- D. Previous experience with subcontractor(s)

MCA Response: MCA does have experience with subcontractors primarily for complimentary functions such as high voltage electrical work, boring and trenching, general construction and other related trades outside of the core competencies of MCA. MCA does have some trusted partners for general contracting, electrical contracting and structured cabling that we have utilized in the past on an as needed basis. MCA has a long term relationship with these subcontractors for the last five years.

- E. Confirm a willingness to provide the full subcontract between the vendor and subcontractor(s) for review if requested by a Purchasing Entity

MCA Response: Should MCA utilize subcontractors in the future all documentation will be made available to Purchasing Entities upon request.

9.8. VENDOR STAFF RESUMES

- 9.8.1. A resume shall be included for each proposed key personnel..

MCA Response: MCA acknowledges and complies with this requirement. Please see the completed forms in our separate submittal marked “confidential”.

- 9.8.2. A resume shall also be included for any proposed key subcontractor personnel.

MCA Response: MCA acknowledges. MCA does not intend to utilize any subcontractors at this time. Should MCA need to use any subcontractors in the future the key personnel from those subcontractors will be provided to the Lead State and any participating entities that may request it.

- 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.

MCA Response: MCA acknowledges and complies with this requirement. Our key personnel as identified here are multiple levels of management and provide escalation points and points of redundancy should anyone contact be unavailable.

- 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.

MCA Response: MCA acknowledges and complies with this requirement. Our key personnel as identified here are multiple levels of management and provide escalation points and points of redundancy should anyone contact be unavailable.

- C. Key Personnel must have experience in managing a national cooperative contract that is satisfactory in the sole discretion of the Lead State.

MCA Response: MCA acknowledges and complies with this requirement. MCA and our key personnel have experience performing on the prior iteration of this contract as well as other Federal and State cooperative purchasing contracts. All of our key personnel provided in this response have firsthand experience working on these types of contracts and demonstrating compliance with the terms and conditions herein.

- 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.

MCA Response: MCA acknowledges and complies with this requirement.

9.9. CUSTOMER SERVICE

- 9.9.1. What is the coverage area of your services?

MCA Response: MCA provides Nationwide coverage for our customers. MCA has over 85 brick and mortar locations in 13 States with over 1,350 employees. MCA has teams of personnel that specialize in traveling to support our customers within our brick-and-mortar locations as well as all other States and countries where our customers may need us. MCA has provided services to commercial and federal customers in all 50 states and dozens of countries in the last 12 months. MCA has the ability to perform the same services for State and local governments through the NASPO ValuePoint contract.

- 9.9.2. What are your hours of operation and when are key account people available to us across time zones?

MCA Response: MCA's key personnel are geographically situated in Eastern and Central time zones and provide hours of operation from 8:00 EST to 7:00 EST. MCA additionally has around the clock 24x7 call support via an answering service and technical support staff managing our Customer Service Center (CSC) in Texas.

- 9.9.3. Describe how problem identification and resolution will be handled.

MCA Response: MCA's Customer Service Center in Texas stands by to monitor the health of our customer's systems and proactively respond via remote support. If the issue cannot be resolved remotely, a technician can be dispatched, and they will have the latest information provided by the technical team in the CSC. This allows MCA to guarantee a level of service to our customers that most companies in the industry cannot match. Our customers find that many issues have been proactively addressed prior to their knowledge allowing MCA to keep critical systems up and running. A report is provided monthly or quarterly to identify what issues have arisen in the customer system for that period and what steps were taken to resolve them.

- 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.

MCA Response: MCA has a set of enterprise class tools from our ERP and CRM systems for back office to our CSC for managing technical support issues. MCA uses Oracle's NetSuite product for ERP and CRM functions to track sales reporting and payments for quarterly filings as well as to communicate to participating agencies about the latest trends in the security space.

The operations and engineering teams use a host of tools for capturing information about a project, creating the design and engineering, and managing the teams progress during the installation phase of projects. Those systems such as BlueBeam, ProCore, SystemSurveyor, WeSuite and others support the efforts of the engineering team. MCA can place estimating assembly packages on to design drawings which will be viewable by the customer on our proposals and will follow throughout the delivery to provide common sets of drawings and deliverables.

The support teams utilize a variety of different tools for managing call or incident capture, system health and remote service tools to provide support to participating agencies. Some of those tools include Viakoo, Beyond Trust and more.

- 9.9.5. How do you respond to customer complaints and service issues?

MCA Response: MCA takes customer complaints very seriously because MCA is a service first organization and if a customer has an issue, MCA did not meet our own standards but missed the customer expectations. Customer complaints and service issues are routed to the service manager of each branch location. The service manager reaches out to the customer point of contact to make contact and discuss the issue to define how we missed the mark. The service manager will then either visit the site to review the complaint or assign the task to a QC Technician or a senior tech to review and address the specific issue. The service manager will then follow back up with the customer point of contact to verify the issue has been corrected to the customer satisfaction. The other path customers take with a service issue is to contact their account executive, and the account executive will direct the issue to the local branch service manager to follow the process detailed above.

- 9.9.6. How do you assess customer satisfaction?

MCA Response: MCA measures customer satisfaction via communications with customer point of contact by asking for feedback on how we can improve our serves to the customer. This is followed up by also asking the following questions, is the customer happy with the service we provided, and would the customer call on MCA again to address a service or project need? We also ask the customer how MCA can improve to better meet their expectations.

The first method used to answer the above question is for the account executive to meet with the customer to learn how MCA can assist them with pain points that MCA can help improve or alleviate any issues. This is an open discussion that allows for the customer and MCA to discuss points where we met or exceeded customer expectations. This allows for a deeper discussion on the above questions to the customer about how we can improve and better meet the customer needs.

Then follow up questions to review specific services MCA provided met the service request in a timely manner, did the service resolve the issue, and if the customer would use MCA again for service. Based on these answers, MCA can address an issue that the customer feels did not meet their requirements. If MCA missed the mark the account executive will ask for detailed information about the issue and the address the issue with the MCA service manager to make corrections. Once the adjustments are made, the service manager will follow up on the resolution with the account executive and the customer point of contact.

MCA also uses the branch service manager to follow up with the customer after a service request has been completed. The goal of this is to reach out to the customer and verify the reason for the service issue, if the problem has been resolved and if the customer has any outstanding issues that MCA can address. This process is done prior to customer invoicing for the requested service. MCA believes these processes of communication address customer service issues and create better customer satisfaction.

9.9.7. What are your quality assurance measures and how are they handled in your organization?

MCA Response: To ensure quality control is met MCA employs a QC technician at each branch service location. The role of this tech is two-fold and reports to the service and project manager for each location. The QC technician's role is to do spot checks on projects and service requests to ensure industry standards are being met and identify any process or quality changes that should be addressed. The QC technician's other role is to assist the service manager in identifying service and project issues when a customer complaint arises. The goal for the QC technician is to identify deficiencies and generate a report for the service manager to execute the punch list for the technicians to address. The QC technician may be employed to correct the issues based on the needs and scope of what is required. This final decision is made by the service manager based on the urgency and complexity of the problems found during the inspection.

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.

MCA Response: MCA takes no exceptions to the language provided herein. MCA reserves the right to negotiate any potential changes or additional terms and conditions with State entities during the process of executing participating addenda with those States.

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.

MCA Response: MCA acknowledges and will present any questions during that process.

- 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.

MCA Response: MCA acknowledges and complies with this requirement.

- 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.

MCA Response: MCA acknowledges and complies with this requirement.

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.

MCA Response: MCA confirms and acknowledges.

- 9.12.2. This information should be submitted as a separate attachment, flagged as confidential in NevadaEPro.

MCA Response: MCA confirms and is submitting a separate volume that captures requested financial information.

- 9.12.3. Proposing vendor shall provide the following financial information and documentation:

- A. Dun and Bradstreet Number

MCA Response: MCA has provided in the Financial Volume.

- B. Federal Tax Identification Number

MCA Response: MCA has provided in the Financial Volume.

- C. The last two (2) full years and current year interim:

1. Profit and Loss Statements

MCA Response: MCA has provided in the Financial Volume.

2. Balance Statements

MCA Response: MCA has provided in the Financial Volume.

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.

MCA Response: MCA confirms and accepts this understanding of confidentiality.

- 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.

MCA Response: MCA has requested the following end users to provide Reference Questionnaire's on our behalf. Those submissions will be sent directly to the Lead State's Single Point of Contact as requested herein.

- **South Carolina Department of Juvenile Justice**
- **South Carolina Department of Motor Vehicles**
- **Maryland State Police**
- **Georgia Bureau of Investigation**
- **North Carolina Department of Revenue**

- 9.13.3. The purpose of these references is to document relevant experience and aid in the evaluation process.

MCA Response: MCA acknowledges and confirms this understanding.

- 9.13.4. Business references should return Reference Questionnaire directly to Single Point of Contact via email.

MCA Response: MCA has requested each reference send all questionnaires directly to Single Point of Contact. That has been updated to Gideon Davis based on the leave of Ms. Feser.

- 9.13.5. Business references will not be accepted directly from proposing vendor.

MCA Response: MCA acknowledges and will have each reference submit the forms directly to the Lead State.

- 9.13.6. The Lead State will not disclose submitted references but will confirm if a reference has been received.

MCA Response: MCA acknowledges and will confirm receipt with Lead State.

- 9.13.7. The Lead State reserves the right to contact references during evaluation.

MCA Response: Reference forms have been submitted directly to Lead State by each responding reference.

SECTION 5

RESPONSE TO SCOPE OF WORK

MCA has included a point x point response to the Scope of Work on the following pages.

Contents

1.	OVERVIEW	2
1.1.		2
1.2.		2
1.3.		2
1.4.		2
1.5.		3
1.6.		4
2.	CATEGORY DESCRIPTIONS AND DETAILS –	5
2.1.	BACKFLOW PREVENTION SYSTEM MCA – N/A	5
2.2.	STANDPIPE INSPECTIONS – FIRE HOSE – MCA – N/A	5
2.3.	AUTOMATIC FIRE PUMPS – MCA – N/A	6
2.4.	FIRE SPRINKLER SYSTEMS – MCA – N/A	6
2.5.	FIRE DETECTION – FIRE ALARM SYSTEM – MCA – N/A	7
2.6.	EMERGENCY LIGHTING – MCA – N/A	7
2.7.	SPECIAL HAZARD FIRE SUPPRESSION SYSTEMS – MCA – N/A	8
2.8.	PORTABLE FIRE EXTINGUISHER INSPECTION, SERVICE, and TESTING – MCA – N/A	8
2.9.	NEW PORTABLE FIRE EXTINGUISHER SALES – MCA – N/A	9
2.10.	KITCHEN FIRE SUPPRESSION – COMMERCIAL HOOD SYSTEM – MCA – N/A	9
2.11.	COMMERCIAL HOOD SYSTEMS CLEANING – MCA – N/A	10
2.12.	ACCESS CONTROL SYSTEMS	11
2.13.	BURGLAR ALARM SYSTEMS	13
2.14.	SURVEILLANCE SERVICES AND EQUIPMENT	14
2.15.	HIGH SECURITY CONTROL SYSTEMS	16
2.16.	INSPECTIONS & MONITORING – MCA – N/A	17
3.	GENERAL REQUIREMENTS	18
3.1.	BACKGROUND CHECKS	18
3.2.	PUBLIC WORKS PROJECTS	18
3.3.	GENERAL	20
3.4.	PENALTY FOR IMPROPER PRICING	20
3.5.	STANDARD OF PERFORMANCE AND ACCEPTANCE	20
3.6.	TRAVEL	21
3.7.	AUTHORIZATION TO WORK.	21
3.8.	SYSTEM COMPLIANCE WARRANTY	22
4.	TERMS AND CONDITIONS FOR GOODS	22
4.1.	EXPRESS WARRANTIES	22
4.2.	DELIVERY: INSPECTION: ACCEPTANCE; RISK of LOSS.	23
4.3.	NO ARRIVAL; NO SALE.	23
4.4.	PRICE; TAXES; PAYMENT	24

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.

MCA Response: MCA acknowledges.

- 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.

MCA Response: MCA acknowledges.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

1.4. UNIVERSAL REQUIREMENTS

- 1.4.1. Vendor shall ensure facilities are in compliance with all existing Participating Entities' rules and regulations.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 1.4.3. Vendor shall ensure services are conducted by a State Certified/Licensed Technician.

MCA Response: MCA acknowledges and will comply with these requirements.

- 1.4.4. Vendor services are conducted in accordance with any certification requirements within Participating Entities.

MCA Response: MCA acknowledges and will comply with these requirements.

- 1.4.5. All equipment shall be compatible to best industrial standards and must function as designed after installation.

MCA Response: MCA acknowledges and will comply with these requirements.

- 1.4.6. Vendor shall not apply surcharges for transportation, fuel, energy, insurance, or any other reason.

MCA Response: MCA acknowledges and will comply with these requirements.

- 1.4.7. Vendor shall ensure permits must be current and remain current.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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).

MCA Response: MCA acknowledges and will comply with these requirements.

99SWC-S1820 SCOPE OF WORK

- 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

MCA Response: MCA acknowledges and will comply with these requirements. MCA will provide certification or authorization letters from each manufacturer 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.

MCA Response: MCA acknowledges and will comply with these requirements. MCA does not offshore any work product or service.

- 1.4.12. Vendor may offer additional services as related to awarded categories.

MCA Response: MCA acknowledges and will comply with these requirements.

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.

MCA Response: MCA acknowledges and will comply with these requirements. MCA is familiar with this requirement from the prior iteration of this contract.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements. MCA conforms to this requirement in several current state participating addenda where minimum number of quotes are required before proceeding as in South Carolina's participating addenda.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 1.5.5. There is no guarantee of contract usage or distribution across awarded contracts.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements. This is a standard MCA encounters in several locations on the current contract where a scope or project is solicited independently of the ValuePoint contract.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements. For the purposes of this requirement Drew Weston will be the single point of contact.

1.6. CATEGORIES

- Category 1:** Backflow Prevention System
- Category 2:** Sandpiper Inspections – Fire Hose
- Category 3:** Automatic Fire Pumps -
- Category 4:** Fire Sprinkler Systems
- Category 5:** Fire Detection – Fire Alarm Systems
- Category 6:** Emergency Lighting
- Category 7:** Special Hazard Fire Suppression Systems
- Category 8:** Portable Fire Extinguisher Inspection – Service and Testing
- Category 9:** New Portable Fire Extinguishers
- Category 10:** Kitchen Fire Suppression Commercial Hood System
- Category 11:** Commercial Hood System Cleaning
- Category 12:** Access Control Systems
- Category 13:** Burglar Alarm Systems
- Category 14:** Surveillance Services and Equipment
- Category 15:** High Security Controls Systems
- Category 16:** Inspections & Monitoring

- 1. Fire Extinguishing Systems
- 2. Fire Sprinkler Systems
- 3. Alarm Monitoring
- 4. Fire Alarm/Protective Signaling Systems

MCA Response: MCA is responding to Categories 12, 13, 14 and 15 only.

2. CATEGORY DESCRIPTIONS AND DETAILS –

MCA Response: MCA is responding to Categories 12, 13, 14 and 15 only and has not provided a response for Categories 1 through 11 relating to various aspects of fire systems or Category 16 Inspections & Monitoring.

2.1. BACKFLOW PREVENTION SYSTEM **MCA – N/A**

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 – **MCA – N/A**

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.

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

99SWC-S1820 SCOPE OF WORK

2.3. AUTOMATIC FIRE PUMPS – MCA – N/A

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 – MCA – N/A

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
- 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.

99SWC-S1820 SCOPE OF WORK

2.5. FIRE DETECTION – FIRE ALARM SYSTEM – **MCA – N/A**

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 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 – **MCA – N/A**

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

99SWC-S1820 SCOPE OF WORK

- 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 – MCA – N/A

- 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

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 – MCA – N/A

- 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

99SWC-S1820 SCOPE OF WORK

- D. Weight of extinguisher
- E. Last hydro-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 – MCA – N/A

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
- 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 – MCA – N/A

- 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

99SWC-S1820 SCOPE OF WORK

detailed, written report of all inspection findings is required, including recommendations for any corrective actions where needed

2.10.4. Inspections

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

2.10.5. Additional Requirements

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

2.11. COMMERCIAL HOOD SYSTEMS CLEANING – **MCA – N/A**

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.

MCA Response: MCA takes system security very seriously. MCA prefers using the TACACS+ for authentication to the LDAP server because of the user and complex password account information are encrypted between the server and the client. The account will have a two-factor authenticator either a one-time pin or a code generator to validate the code.

- 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

MCA Response: MCA provides design, procurement, installation and troubleshooting of multiple access control systems. MCA handles server racking, initial server setup and configuration and programming of the access control system. MCA can also provide maintenance programs for software support of the server. MCA personnel are versed in several different control panels used in build out of multiple manufactures access systems as well as cabling standard between the control panels and the field devices.

B. Installation of new systems

MCA Response: MCA typical practice for an access system is to start with the planning of the server deployment and white board the system design out before any work will begin. In this process the access levels and permission will be identified, system points and desired operation will be discussed to define the stated operation of each entry point. The over all programming of the system will be planned out form how the entry point is used , who has access, access groups and levels, schedules, lockdowns, and system operations the customer is needing added to the system to develop the programing map for the server. Once the serv is racked , setup, configured for network communication for the access panels, the headend build out of the door control panels will start to confirm panel communication to the server and the panel will accept the software programming form the server. Once this communication is setup all panels with be pre-configured in software for each closet build out. Once programming is confirmed, cabling to the field devices with start with cabling and field device termination based on the door schedule. As field devices are terminated, MCA typically will have personnel at the head end to terminate the panels and allow for testing of each access point following the termination of the door.

C. Replacement or upgrade of systems

MCA Response: MCA has done several replacements and upgrades of systems. Both come with special circumstances that require planning and coordination. With the replacement of a system the server process is the same as a new system. On the replacement, the labeling and documentation of the existing system is critical before any cutover is made. Ideally the new system would be stood up next to the old system and the swing the cabling to the new system one at a time with test after the move. If it is not possible to stand up the systems next to each other, then either floating to panels off the wall to repurpose the space can sometimes be a possible solution. If neither of the options are available, then a scheduled outage would be required for a total cutover and re-wire to the new system. Depending on the system size this could be the 12 -hour outages or more.

With a system upgrade this is normally software and firmware updates to the system. Depending on the system, sometimes upgrades can be staged and rolled by device or require a total system outage. In either case MCA would work with the customer to minimize the system down time.

D. Removal of existing systems

MCA Response: After a system replacement and confirmation of the operation of the new system, MCA would perform any required demolition work of the old system. Some of the demolition may have to be performed (panels removed) based of the space requirements in the closet. If the cabling is re-used then no cabling demolition would occur. If all new cabling is installed on the new system the demolition of the old cabling would also occur at the end of final door testing.

E. Integration of various types of systems

MCA Response: MCA has a talented staff with the capabilities of both hardware and software integration. Integrations could be as simple as hardwiring inputs to outputs to have desired action occur. MCA can also assist with software interfaces to allow for data to share across multiple systems. An example of this would be an API running to copy personnel data from a HR system to the access control system

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

MCA Response: When MCA sells and installs a project we are providing a total system solution based on the scope of work that will include all hardware for mounting, termination, wire, device components, electronics , programming and labor services. The customer is expecting a working system and that is what we provide based on the defined scope.

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

MCA Response: MCA has a 24-hour service line for on-call service needs. This is available to customers to call and request service as needed. MCA response time to the customer request is 4 hours.

B. Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched

MCA Response: MCA keeps truck stock and inventory at our offices to support the systems of our customers. If there was an isolated issue of a truck not having the item the inventory at the office would be used to effect the repair.

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

MCA Response: MCA has taken the time to obtain the inventory to replace system items as they fail and normally have the material on the truck. The technician will not be removing the defective part until the replace item is obtained and installed.

D. Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location

MCA Response: MCA makes best efforts to meet the customer needs where they are and has a large footprint of offices and personnel to meet customer request.

99SWC-S1820 SCOPE OF WORK

- 2.12.4. Provide programming and work individually with each Participating Entity information technology staff when installing new or maintaining previously installed systems.

MCA Response: MCA is a service first company. We are selling total solutions that include programming and support for our customers for both new system and existing system. We are happy to work with IT staff as is often required to collaborate to have a successful partnership with the IT staff. Most modern-day systems will have an IT component that will require the support of the IT staff.

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

MCA Response: MCA offers commercial burglar alarm systems.

- 2.13.3. System Monitoring:

- A. Provide a 24-hour (UL) station

MCA Response: MCA has a 24-hour UL monitor station service we use for ALL our alarm system installs and monitoring. This is provided to every alarm customer.

- B. Provide backup communication, i.e., radio or cell phone

MCA Response: MCA has adopted the policy that the alarms we install have a cell system or internet communicator as the primary communication and then a dial tone for the secondary communication.

- 2.13.4. Installation of new systems

MCA Response: MCA provides installation of new alarm system for both residential and commercial sites. These will consist of contact, motions sensors, glass breaks, and sirens.

- 2.13.5. Replacement or upgrade of systems

MCA Response: MCA has technicians that can provide replacement and upgrades of customer alarms systems.

- 2.13.6. Removal of existing systems

MCA Response: MCA can demolition old alarm systems as required.

- 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

MCA Response: MCA Response: MCA has a 24-hour service line for on-call service needs. This is available to customers to call and request service as needed. MCA response time to the customer request is 4 hours.

- B. Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched

MCA Response: MCA keeps truck stock and inventory at our offices to support the systems of our customers. If there was an isolated issue of a truck not having the item the inventory at the office would be used to effect the repair.

- 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

MCA Response: MCA has taken the time to obtain the inventory to replace system items as they fail and normally have the material on the truck. The technician will not be removing the defective part until the replace item is obtained and installed.

99SWC-S1820 SCOPE OF WORK

- D. Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location

MCA Response: MCA makes best efforts to meet the customer needs where they are and has a large footprint of offices and personnel to meet customer request.

- 2.13.8. Integration to existing systems as requested

MCA Response: MCA can integrate burglar system to multiple systems based on manufacturer published support documents.

- 2.13.9. Provide and install all related equipment and items that are needed to complete work

MCA Response: MCA is in the business of providing total working solution and will provide all material required based on scope for a working solution to the customer.

- 2.13.10. The authorized Purchasing Entity representative and/or designee will identify the procedures by which work requests will be assigned

MCA Response: MCA will work with the purchasing entity representative to define the process for work request to be performed in a timely manner.

- 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

MCA Response: MCA can support existing alarm systems to include expansion, renovation or upgrades of existing systems. MCA will ensure that all equipment is compatible with legacy equipment owned by Purchasing Entity.

- 2.13.12. Designate a single point of contact who can address the programming needs of alarm systems in use throughout Purchasing Entity facilities with a certified tech

MCA Response: MCA can provide technical representative as the single point of contact for programming that will be certified.

- 2.13.13. Vendors must possess the ability to provide for individual access codes

MCA Response: MCA believes that providing individual access code provides higher security.

- 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

MCA Response: MCA supports manufacturers of both cloud based, and on prem surveillance systems.

- 2.14.3. Installation of new systems

MCA Response: MCA provides, installs and programs new surveillance systems from small systems all the way up to enterprise systems protecting multiple sites.

- 2.14.4. Replacement or upgrade of systems

MCA Response: MCA has the expertise to assist with system replacements and upgrades.

- 2.14.5. Removal of existing systems

MCA Response: MCA will demolition old systems after the old system has been replaced.

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

MCA Response: MCA Response: MCA has a 24-hour service line for on-call service needs. This is available to customers to call and request service as needed. MCA response time to the customer request is 4 hours.

- B. Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched

MCA Response: MCA keeps truck stock and inventory at our offices to support the systems of our customers. If there was an isolated issue of a truck not having the item the inventory at the office would be used to effect the repair.

- 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

MCA Response: MCA has taken the time to obtain the inventory to replace system items as they fail and normally have the material on the truck. The technician will not be removing the defective part until the replace item is obtained and installed.

- D. Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location

MCA Response: MCA Response: MCA Response: MCA makes best efforts to meet the customer needs where they are and has a large footprint of offices and personnel to meet customer request.

2.14.7. Integration to existing systems as requested

MCA Response: MCA has a talented staff with the capabilities of both hardware and software integration. Integrations could be as simple as hardwiring inputs to outputs to have desired action occur. MCA can also assist with software interfaces to allow for data to share across multiple systems. An example of this would be an linking video camera streams into the access control system.

2.14.8. Provide and install all related equipment such as wires and fasteners that may be needed to complete work.

MCA Response: When MCA sells and installs a project we are providing a total system solution based on the scope of work that will include all hardware for mounting, termination, wire, device components, electronics , programming and labor services. The customer is expecting a working system and that is what we provide based on the defined scope.

2.14.9. Provide the option to use video cards for video surveillance

MCA Response: MCA will provide any required hardware including SD cards for storage as well as graphics cards for rendering video to a display and any encoding cards to take analog video and encode it to a modern IP based system.

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.

MCA Response: MCA can provide all available sizes of video cards currently in the market.

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

MCA Response: MCA is more than happy to allow the customer to provide their own hardware as long as the hardware and software meets manufacturer recommendations.

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

MCA Response: MCA has multiple camera options based on environment and site requirements. MCA can provide wireless links to transportation of video.

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

MCA Response: MCA currently services Federal, State and County level detention and correctional facilities and provides upgrades and replacements to the various component systems or the entire systems as a whole. MCA has provided turn-key services for newly built or renovated facilities and has engineering resources and lead technicians that specialize in these types of facilities.

- 2.15.3. Testing, training

MCA Response: MCA provides regular system testing for fit and function of all component parts as part of a plan of action agreed upon with customers. Depending on the application and need this testing could be as frequently as weekly or as much as annually.

Additionally, MCA works with our customers and manufacturing partners to provide the appropriate training to our end users. This could be a robust manufacturer delivered System Administrator training curriculum or a less robust course for users with limited or view only rights. MCA will work with the agency to determine the most appropriate training based on the role of the user.

- 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

MCA Response: MCA has both a software engineering team and a SCADA team. This team is composed of engineering resources that have backgrounds in low power communication, programming and RF technologies. These team members have specialized training and hands on experience working with these systems. MCA has specific technology and competencies around

- B. Master-to-master staff intercommunications, typically on a full-duplex, dialup basis

MCA Response: As part of MCA's data division we have technicians that focus on critical communications infrastructure from programming and installation to maintenance and support of these communications tools.

- C. Door monitoring and control systems. Field device interfaces (relays, fuses, and terminals) to detention locking systems and door control programming

MCA Response: MCA can provide all door control systems and component subsystems to ensure that all locking and control functions are installed and programmed for correct use and operation. MCA currently provides these services to Federal, State and local corrections and detention facilities.

- 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

MCA Response: MCA has a team that focuses specifically on SCADA systems as this is a highly specialized area. This team is composed of engineering resources that have backgrounds in low power communication,

programming and RF technologies. These team members have specialized training and hands on experience working with these systems.

- E. Perimeter alarm systems. Data interfaces or field device interfaces to perimeter security and intrusion detection systems

MCA Response: MCA services perimeter systems using a variety of different technologies including fiber optics, optical beam, thermal camera systems, electrified fencing and sensors directly attached to perimeter fencing to provide perimeter alarm solutions for high security facilities.

- 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

MCA Response: MCA provides a variety of hardwired, wireless and wearable duress sensors from applications in healthcare, correctional, and specialized education facilities. MCA ensures that these critical technologies work when required to relay the duress signal back to monitoring and responding personnel.

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

MCA Response: MCA Response: MCA has a 24-hour service line for on-call service needs. This is available to customers to call and request service as needed. MCA response time to the customer request is 4 hours.

- B. Adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched

MCA Response: MCA keeps truck stock and inventory at our offices to support the systems of our customers. If there was an isolated issue of a truck not having the item the inventory at the office would be used to effect the repair.

- C. Vendor to be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement

MCA Response: MCA has taken the time to obtain the inventory to replace system items as they fail and normally have the material on the truck. The technician will not be removing the defective part until the replace item is obtained and installed.

2.16. INSPECTIONS & MONITORING – **MCA – N/A**

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:

- 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

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.

MCA Response: MCA acknowledges and will comply with these requirements. MCA currently works with Purchasing Entities for agencies such as schools and correctional facilities on a regular basis to fulfill this requirement via the current iteration of this contract.

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.

MCA Response: MCA Response: MCA acknowledges and will comply with these requirements. MCA currently works with Purchasing Entities for agencies such as schools and correctional facilities on a regular basis to fulfill this requirement via the current iteration of this contract.

3.1.3. All costs associated with background checks will be at vendor expense.

MCA Response: MCA acknowledges and will comply with these requirements.

3.1.4. Vendor is responsible for ensuring the following.

A. Vendor must not begin work until clearance has been issued by Purchasing Entity.

MCA Response: MCA acknowledges and will comply with these requirements.

B. Notification and access to facilities must be pre-authorized by Purchasing Entities.

MCA Response: MCA acknowledges and will comply with these requirements.

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*.

MCA Response: MCA acknowledges and will comply with these requirements. MCA currently complies with this requirement on multiple federal government contracts.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements. MCA currently complies with this requirement on multiple federal government contracts.

- 3.2.4. Jobsites must be cleaned every day.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 3.2.6. Asbestos

- A. Asbestos may be present in facilities and may be encountered in previously inspected buildings.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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;

MCA Response: MCA acknowledges and will comply with these requirements.

- C. The project manager and/or building owner shall assume responsibility for taking material samples for testing; and

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- E. All remediation work must be performed by a contractor specifically licensed and/or certified to perform asbestos remediation.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

99SWC-S1820 SCOPE OF WORK

3.3. GENERAL

- 3.3.1. Vendor must guarantee workmanship at vendor expense for a period of twelve (12) months from date of installation.

MCA Response: MCA acknowledges and will comply with these requirements. MCA warrants workmanship for twelve months.

- 3.3.2. Work shall be performed in accordance with manufacturers' recommendations and with all current local codes, regulations, and installation guidelines.

MCA Response: MCA acknowledges and will comply with these requirements. MCA will confirm with local Authorities Having Jurisdiction and manufacturer as to appropriate installation methods.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

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.

MCA Response: MCA acknowledges and will comply with these requirements.

99SWC-S1820 SCOPE OF WORK

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 3.5.4. Upon rejection, the vendor will have three (3) calendar days to cure any Standard of Performance issue(s).

MCA Response: MCA acknowledges and will comply with these requirements.

- 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

MCA Response: MCA acknowledges and will comply with these requirements.

B. Demand a replacement product from the vendor at no additional cost to Participating Entity or

MCA Response: MCA acknowledges and will comply with these requirements.

C. Continue the cure period for an additional time period agreed upon by the Participating Entity and the vendor.

MCA Response: MCA acknowledges and will comply with these requirements.

- 3.5.6. Vendor shall pay all costs related to the preparation and shipping of returned products.

MCA Response: MCA acknowledges and will comply with these requirements.

- 3.5.7. No product shall be accepted, and no charges shall be paid until the Standard of Performance is met.

MCA Response: MCA acknowledges and will comply with these requirements.

- 3.5.8. The warranty period will begin upon the Purchasing Entity acceptance.

MCA Response: MCA acknowledges and will comply with these requirements.

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

MCA Response: MCA acknowledges and will comply with these requirements.

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

MCA Response: MCA acknowledges and will comply with these requirements. MCA utilizes e-Verify to ensure that all employees are authorized to work. MCA will ensure that our subcontractors, if utilized, will do the same.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 4.1.8. Infringement Indemnity; Refer to NASPO ValuePoint Master Agreement Terms and Conditions, Section 33.

MCA Response: MCA acknowledges and will comply with these requirements.

99SWC-S1820 SCOPE OF WORK

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 4.1.10. Obsolete Equipment: Agencies or Entities will not be billed/invoiced for upgraded equipment due to obsolete equipment owned by the vendor.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

- 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.

MCA Response: MCA acknowledges and will comply with these requirements.

99SWC-S1820 SCOPE OF WORK

- 4.4. PRICE; TAXES; PAYMENT. The price quoted is for the specified delivery, and, unless otherwise specified in the contract, is F.O.B. to the delivery address specified above. Unless otherwise specified in 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.

MCA Response: MCA acknowledges and will comply with these requirements.

SECTION 6

PROPOSED STAFF RESUMES

MCA has included below a list of the MCA employees that will be assigned to this project.

We have marked the resume forms as confidential and they have been submitted as a separate, stand-alone document.

Name	Title	Role in NASPO ValuePoint
Michael McCormick	Director of Operational Service	Service leader for MCA
Jonathan Outzs	Director of Professional Services	Service leader for MCA
Drew Weston	Director of National Accounts	Executive Sponsor and Qualifying Agent. Primary point of contact for NASPO ValuePoint contracts.
Jackie Wilson	Contracts Manager	Assures compliance with contract T&C's
Bryan Eichelberg	Operations Manager	Demonstrates past performance on running NASPO orders
Michael Hockstad	Security Lead Engineer	Leads engineering and design team
Jim Grover	Director of Procurement	Order and workflow accuracy for supply chain and recordkeeping
Joseph Barringer	Senior Technician	Holds QA licenses in multiple states. Lead technician for TN, AR and MS.
Ashley Griffin	Security Business Unit Controller	Responsible for State and NASPO reporting and remittance
Mary Hudak	Lead Project Coordinator	Leadership role in order management
Nicole Dooley	Office Manager SC	Experience in orders and reporting via NASPO Contract
Sam Hocutt	General Manager SC	Leads all staff in South Carolina and has performed engineering and project management on numerous projects via prior NASPO ValuePoint Security contract.
Tom Ham	Solutions Engineer	Lead pre-sales engineer for Southeast.

APPENDIX A: CERTIFICATE OF INSURANCE

MCA has included our Certificate of Insurance on the following page.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/17/2023

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 Arthur J. Gallagher Risk Management Services, LLC 15 South Main Street Suite 900 Greenville SC 29601	CONTACT NAME: PHONE (A/C, No, Ext): 864-239-0544 E-MAIL ADDRESS: FAX (A/C, No): 864-239-2435
INSURED Mobile Communications America, Inc 100 Dunbar St, Suite 304 Spartanburg, SC 29306	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Great Northern Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 44293767**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	3604-86-83	6/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	99499444	6/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Collision Ded \$ 1,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			7989-39-75	6/1/2022	5/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
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	N / A	71751830	6/1/2022	5/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

State of Nevada Department of Administration is included as an Additional Insured on the General Liability and Umbrella policies. The insurance provided in the General Liability policy are primary and any other insurance shall be excess only and not contributing. Waiver of subrogation applies in favor of the additional insureds on the General Liability, Auto Liability, policies pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

State of Nevada Department of Administration
Purchasing Division (Lead State)
515 E. Musser St, Rm 300
Carson City NV 89701

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Endorsement

<i>Policy Period</i>	JUNE 1, 2022 TO MAY 1, 2023
<i>Effective Date</i>	AUGUST 26, 2022
<i>Policy Number</i>	3604-86-83 TPA
<i>Insured</i>	MOBILE COMMUNICATIONS AMERICA INC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	SEPTEMBER 16, 2022

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
 - with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
-

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



APPENDIX B: MCA LOCATIONS

MCA Office Locations (as of February 23, 2023)

ADDRESS	CITY	STATE	ZIP
5405 U.S. 431	Albertville	AL	35950
1508 Noble Street	Anniston	AL	36201
4116 First Avenue North	Birmingham	AL	35222
232 Ross Clark Circle NE	Dothan	AL	36303
3403 Governors Drive	Huntsville	AL	35805
2905 4th Ave. NW	Huntsville	AL	35805
1576 Mount Meigs Road	Montgomery	AL	36107
3720 Hargrove Road East	Tuscaloosa	AL	35405
2320 West Peoria Ave	Phoenix	AZ	85029
10515 East 40th Avenue, Unit 113	Denver	CO	80239
660 Lovejoy Road	Fort Walton Beach	FL	32548
6609 Commonwealth Avenue	Jacksonville	FL	32254
2009 Poplar Place, Unit 303	PanamaCity	FL	32405
1640 Norman Park Dr.	Tallahassee	FL	32304
3303 Gillionville Road	Albany	GA	31721
2545 Lafayette Plaza, Suite C	Albany	GA	31707
3609 Clearview Pkwy	Atlanta	GA	30340
112 Key Drive	Brunswick	GA	31520
5201 Hamilton Road	Columbus	GA	31904
1001 50th Street, Bldg B, Unit 2	Columbus	GA	31904
526 Oak Street	Gainesville	GA	30501
885 Cripple Creek Drive	Lawrenceville	GA	30043
11 Minus Avenue	Savannah	GA	31408
430 Mathews Road	Statesboro	GA	30458
4475 Union Rd.	Tifton	GA	31794
2241 Tucker Industrial Road	Tucker	GA	30084
1606 River Street	Valdosta	GA	31601
2500 Memorial Drive	Waycross	GA	31501

ADDRESS	CITY	STATE	ZIP
926 Shive Lane	Bowling Green	KY	42103
1201 South 3rd Street	Paducah	KY	42003
165 Parkers Mill Road	Somerset	KY	42501
1350 Caton Center Drive Ste. N	Arbutus	MD	21227
549 N Centre Street	Cumberland	MD	21502
8260 Patuxent Range Rd., Suite Q	Jessup	MD	20794
2120 Windsor Dr. Suite E	Salisbury	MD	21804
1953 Greenspring Dr.	Timonium	MD	21093
23399 Commerce Dr.	Farmington Hills	MI	48335
41271 Concept Dr.	Plymouth	MI	48170
1919 Birchwood Rd.	Troy	MI	48170
8972 Stateline Cove	OliveBranch	MS	38654
216 Haywood Street	Asheville	NC	28801
605 Eastowne Drive	Chapel Hill	NC	27514
4800 Reagan Drive	Charlotte	NC	28206
6120 Harris Technology Boulevard	Charlotte	NC	28269
4424 Bragg Boulevard Ste. 101	Fayetteville	NC	28303
444 East Elm Street	Graham	NC	27253
5715-D West Market St.	Greensboro	NC	27409
860 West Star Street	Greenville	NC	27834
1410 Piney Green Road Unit 1	Jacksonville	NC	28546
320 S. West Lake Dr.	Kill Devil Hills	NC	27948
128-D Talbert Road	Mooreville	NC	28117
103 Belle Street	Oxford	NC	27565
315 Kitty Hawk Drive	Morrisville	NC	27560
313 Old Dairy Road	Wilmington	NC	28403
4400-A Indiana Avenue	Winston-Salem	NC	27105
144 Shanklin Rd.	Beaufort	SC	29906
4621 Broad River Rd.	Columbia	SC	29210
3650 S. Irby Street	Florence	SC	29505
4 Sulphur Springs Road	Greenville	SC	29617
1583 Flat Creek Road	Lancaster	SC	29720
1330 Enterprise Avenue	Myrtle Beach	SC	29577
4405 Dorchester Road, Suite B	North Charleston	SC	29405
4371 Headquarters Road, Suite 101	North Charleston	SC	29405
4937 Fargo Street	North Charleston	SC	29418
120 Shady Grove Road	Pickens	SC	29671
135 N Church St Suite 310	Spartanburg	SC	29306

ADDRESS	CITY	STATE	ZIP
510 S. Pike E	Sumter	SC	29150
7715 Park Place Road	York	SC	29745
1201 Crutchfield Street	Chattanooga	TN	37406
3257 Middlebrook Pike	Knoxville	TN	37921
1136 Myatt Boulevard	Madison	TN	37115
729 North Chancery Street	McMinnville	TN	37110
501 Duncan Perry Road	Arlington	TX	76011
4509 Freidrich Lane	Austin	TX	78744
1925 North Lexington Boulevard	Corpus Christi	TX	78409
10105 Technology Blvd., Suite 100	Dallas	TX	75220
40214 Industrial Park Circle	Georgetown	TX	77064
8707 Fallbrook Drive	Houston	TX	77064
500 Century Plaza Dr., Suite 120	Houston	TX	77073
401 Isom Rd., Suite 380	San Antonio	TX	78216
503-B S 25th St.	Temple	TX	76504
2121 Old Henderson Highway	Tyler	TX	75702
101 Williams Street	Bristol	VA	24201
913 Executive Court, Suite 106	Chesapeake	VA	23320
10750 Norton Coeburn Rd	Coeburn	VA	24230
2811-A Old Lee Highway	Fairfax	VA	22031
501 Industry Drive	Hampton	VA	23661
8809 Sudley Rd.	Manassas	VA	20110
1901 East Whitehill Road	Prince George	VA	23875
7401 Jefferson Davis Hwy.	Richmond	VA	23237
110 Giant Drive Ste D & Partial Ste C	Richmond	VA	23224
1401 Southside Drive	Salem	VA	24153
509 Viking Dr.	Virginia Beach	VA	23452
1300 West Ridge Street	Wytheville	VA	24382
568 Harper Park Drive	Beckley	WV	25801
1703 Jefferson Street	Bluefield	WV	24701



Report of Independent Auditors

To the Management and Board of Directors of MCA Intermediate, Inc.

Opinion

We have audited the accompanying consolidated financial statements of MCA Intermediate, Inc. and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2021 and 2020, and the related consolidated statements of operations, of equity and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material

if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Presumptive Career LLP

Spartanburg, South Carolina
April 29, 2022

MCA Intermediate, Inc.
Consolidated Balance Sheets
December 31, 2021 and 2020

	2021	2020
Assets		
Current assets		
Cash, cash equivalents and restricted cash	\$ 26,138,323	\$ 7,647,751
Accounts receivable, net	61,173,923	46,962,978
Inventory, net	20,289,174	14,883,368
Prepaid expenses and other current assets	1,306,274	1,913,213
Income taxes receivable	841,206	1,801,980
Due from sellers	219,044	636,066
Total current assets	109,967,944	73,845,356
Property and equipment, net	13,097,763	12,217,174
Intangible assets, net	13,785,729	15,061,729
Goodwill, net	158,925,342	159,324,510
Security deposits	111,145	124,888
Deferred income tax asset, net	1,635,640	134,593
Other long-term assets	410,359	669,113
Total assets	\$ 297,933,922	\$ 261,377,363
Liabilities and Equity		
Current liabilities		
Accounts payable	\$ 7,970,094	\$ 13,304,415
Accrued liabilities	28,788,381	16,128,096
Borrowings under revolving line of credit	4,000,000	-
Current portion of deferred revenue	12,617,397	7,347,586
Current portion of long-term debt	1,752,600	1,452,600
Current portion of obligations under capital leases	24,220	186,850
Current portion of contingent consideration payable	4,500,000	5,500,000
Due to sellers	643,465	521,584
Total current liabilities	60,296,157	44,441,131
Long-term debt, net of current portion and unamortized debt issuance costs	196,843,467	165,397,970
Obligations under capital leases, net of current portion	-	27,486
Contingent consideration payable, net of current portion	2,138,164	5,400,000
Deferred revenue, net of current portion	1,938,573	2,302,227
Due to sellers	37,280	100,000
Other long-term liabilities	226,137	1,103,305
Total liabilities	261,479,778	218,772,119
Equity		
Common stock, \$0.01 par value, 1,000 shares authorized, issued and outstanding	10	10
Additional paid-in capital	67,518,881	67,375,550
Accumulated deficit	(36,401,113)	(29,703,787)
Total stockholder's equity	31,117,778	37,671,773
Noncontrolling interest	5,336,366	4,933,471
Total equity	36,454,144	42,605,244
Total liabilities and equity	\$ 297,933,922	\$ 261,377,363

The accompanying notes are an integral part of these consolidated financial statements.

MCA Intermediate, Inc.
Consolidated Statements of Operations
Years Ended December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Revenues		
Equipment and parts	\$ 153,761,955	\$ 133,240,962
Services	68,898,366	48,114,167
Recurring maintenance and networks	39,045,674	34,082,040
Manufacturer rep commissions	15,148,442	10,022,898
Total revenues, net	<u>276,854,437</u>	<u>225,460,067</u>
Operating expenses		
Cost of revenues, excluding depreciation and amortization	165,251,676	139,854,479
Selling, general and administrative expenses	77,681,632	65,641,032
Depreciation and amortization	24,989,407	22,363,747
Acquisition costs	1,029,529	1,086,130
Net loss on disposal of property and equipment	86,430	2,715
Total operating expenses	<u>269,038,674</u>	<u>228,948,103</u>
Income (loss) from operations	<u>7,815,763</u>	<u>(3,488,036)</u>
Other expenses		
Interest expense	(11,431,166)	(11,326,987)
Other non-operating expense	-	(329,734)
Total other expenses	<u>(11,431,166)</u>	<u>(11,656,721)</u>
Loss before (provision) benefit for income taxes	(3,615,403)	(15,144,757)
Income tax (provision) benefit	<u>(2,478,853)</u>	<u>197,454</u>
Net loss, including noncontrolling interest	(6,094,256)	(14,947,303)
Less: Net income attributable to noncontrolling interest	603,070	357,999
Net loss attributable to MCA Intermediate, Inc.	<u>\$ (6,697,326)</u>	<u>\$ (15,305,302)</u>

The accompanying notes are an integral part of these consolidated financial statements.