Participating Addendum
PSX # 25PSX0011

This Participating Addendum ("Participating Addendum" or "Contract") is made by and between the State of Connecticut acting by its Department of Administrative Services ("DAS" or "Participating Entity"), in accordance with sections 4a-2, 4a-51 and 4a-53 of the Connecticut General Statutes, and Everon, LLC ("Contractor").

The Contractor and DAS agree as follows:

1. DAS and the Contractor shall be bound by the terms of a certain National Association of State Procurement Officials ("NASPO") master agreement number 99SWC-NV23-16866 entered into between the Contractor and State of Nevada, Department of Administration, Purchasing Division, dated July 24, 2023, as amended on August 5, 2023 (the "Master Agreement") for the purchase of Security and Fire Protection Services.

2. The Master Agreement, attached to this Participating Addendum as Exhibit 1 and as modified by this Participating Addendum, binds DAS and Contractor, but only for purposes of enabling DAS to contract for Categories 1-5, 7,10 and 11 Fire Protection Services as detailed in Sections 1.6 and 2 of the Section titled "Scope of Work" of Attachment D. Solicitation 99SWC-S1820 at pages 70 through 79 of Exhibit 1, from Contractor and not to contract for any other purpose.
3. The Contractor and DAS are not bound to any terms of the Master Agreement that exclusively relate to the excluded purchases or to any modifications to the Master Agreement dated after the date of this Participating Addendum.

4. For purposes of this Participating Addendum, references to the Lead State in the Master Agreement that are intended to be obligations of the Participating Entity shall be interpreted to mean DAS.

5. Order of Precedence:

   A. This Contract and the Master Agreement shall be read to be consistent and complementary. Any ambiguity, conflict or inconsistency between them shall be resolved by giving priority to this Contract.

   B. To the extent that any provisions in the Master Agreement and this Contract address the same or substantially the same subject matter, the provisions in this Contract shall prevail and replace, in their entirety, the provisions in the Master Agreement addressing the same or substantially the same subject matter. To the extent any provisions in the Master Agreement are titled the same or similarly titled as a provision in this Contract, the provisions in this Contract replace, in their entirety, the same or similarly titled provisions in the Master Agreement.

C. All terms listed or referenced in Attachment D. Solicitation 99SWC-S1820 of Exhibit 1 of the Master Agreement and Attachment E. Vendor Proposal 99SWC-S1280 of Exhibit 1 of the Master Agreement are excluded from this Contract except the Section titled "Scope of Work" of Attachment D. Solicitation 99SWC-S1820of Exhibit 1 at pages 70 through 83.

D. All other terms in the Master Agreement not specifically deleted or modified remain in full force and effect as to the Contractor, DAS and the Client Agency.

6. The following sections of the Master Agreement are deleted or modified as follows:

   A. Section 11.2: Embedded Software is deleted in its entirety.

   B. Section 1.3, Embedded Software of Attachment A is deleted in its entirety.

7. The Contractor shall comply with the Connecticut Standard Terms, which are attached as Exhibit 2. As used in this Participating Addendum, the capitalized word "Contract" is deemed to refer to this Participating Addendum and its exhibits.

8. To the extent that DAS or the Client Agency fails to meet its obligations under this Participating Addendum, the Contractor's exclusive remedies will be to seek redress in accordance with applicable Connecticut law, including the claims commissioner process set forth in Chapter 53 of the Connecticut General Statutes concerning claims against the State.

9. Nothing in the Master Agreement as modified by this Participating Addendum shall be construed as a modification, compromise or waiver by DAS or the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State of Connecticut or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Master Agreement as modified by this Participating Addendum . To the extent that this section conflicts with any other section in the Master Agreement or any other section of this Participating Addendum, this section shall govern.

10. Any Purchasing Entity or Client Agency may issue purchase orders against this Participating Addendum. "Purchasing Entity" or "Client Agency" means any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, non-profit organization organized in the State of Connecticut and any entity identified in Conn. Gen. Stat. Sec. 4a-54, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Participating Addendum.

11. Notice

a. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this Section 11 collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

Participating Entity

Name: State of Connecticut, Department of Administrative Services, Procurement Division
Address: 450 Columbus Boulevard, Suite 1202, Hartford, CT 06103
Contact: Greg Mooney
Telephone: 860-952-3116
Email: Gregory.mooney@ct.gov

Contractor:

Name: Everon, LLC.
Address: 3545 Airway Drive, Suite 111, Reno, Nevada 89511
Contact: Scott Wulforst
Telephone: 775-287-8110
Email: Scott Wulforst

12. Orders

Any order placed by a Client Agency shall be deemed to be a sale under and governed by the prices and terms of Exhibit 1, Master Agreement and this Participating Addendum.

Client Agencies shall include the references to "Master Agreement No.99SWC-NV23-16866" and "DAS Contract No.25PSX0011" in all Purchase Orders.

Participating Addendum
PSX # 25PSX0011

The parties are executing this Participating Addendum on the date below their respective signatures.

Everon, LLC

By: _____
Printed Name: Scott Wulforst
Title: Sr. Director Government Programs

Date: 8-27-2026

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES

By: Antoinette M. Webster, Esq.
Printed Name: Antoinette Webster
Title: Interim Procurement Director
Date: 9-9-2026

APPROVED AS TO FORM
STATE OF CONNECTICUT
Office of the Attorney General

BY: Jeffrey Zeman Digitally signed by Jeffrey Zeman Date: 2026.09.10 09:28:15 -04'00'

Name: Jeffrey Zeman
Title: Assistant Attorney General
Date:

everon™
LEGAL REVIEWED
BY: J. Wenzel DATE: 08/20/2024

Nevada Contract No.	**99SWC-NV23-16866**
Cooperative Contract No.	**99SWC-NV23-16866**
Solicitation No. and Agency	**99SWC-S1820 (NASPO ValuePoint, Nevada)**
Title	**Security and Fire Protection Services (NASPO ValuePoint, Nevada)**
Amendment No.	**1**

Government Entity	**Nevada State Purchasing of the Department of Administration (State Purchasing)**		
Address	**515 E Musser St, Ste 300**		
City, State, Zip Code	**Carson City, NV 89701**		
Contact	**Nancy Feser**		
Phone	**775-531-3319**	Email	**nfeser@admin.nv.gov**

Contractor Name	**Everon, LLC.**		
Address	**3545 Airway Drive, Suite 111**		
City, State, Zip Code	**Reno, NV 89511**		
Contact	**Scott Wulforst**		
Phone	**775-287-8110**	Email	**scottwulforst@everonsolutions.com**

1. AMENDMENTS. All provisions of the original contract dated 07/24/2023 remain in full force and effect except for the following:

2. REASON. This purpose of this amendment is a change of name.

3. CURRENT CONTRACT LANGUAGE:

3.1.

Contractor Name	**ADT Commercial, LLC**		
Address	**3545 Airway Drive, Suite 111**		
City, State, Zip Code	**Reno, NV 89511**		
Contact	**Scott Wulforst**		
Phone	**775-287-8110**	Email	**scottwulforst@everonsolutions.com**

4. AMENDED CONTRACT LANGUAGE: This amendment is for name change only. (Tax ID# will remain the same).

4.1.

Contractor Name	**Everon, LLC.**		
Address	**3545 Airway Drive, Suite 111**		
City, State, Zip Code	**Reno, NV 89511**		
Contact	**Scott Wulforst**		
Phone	**775-287-8110**	Email	**scottwulforst@everonsolutions.com**

5. 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 hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Government Entity: **State of Nevada**	Contractor: Everon, LLC.
Signature:	Signature:
Name: **Gideon K. Davis**	Name: Scott Wulforst
Title: **Administrator**	Title: Director, State Local Government Programs
Date: 8/27/2024	Date: 08-20-2024

STATE OF NEVADA COOPERATIVE CONTRACT

Nevada Contract Number:	99SWC - NV23 - 16259
Master Agreement Number:	99SWC - NV 23 - 16259
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:	**ADT Commercial, LLC**		
Address:	**2441 Western Ave.**		
City, State, Zip Code:	**Las Vegas, NV 89102**		
Contact:	**Scott Wulforst**		
Phone:	**775-287-8110**	Email:	scottwulforst@adt.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: ADT Commercial, LLC.
Signature:	Signature:
Name: **Gideon K. Davis**	Name: Scott Wulforst
Title: **Administrator**	Title: Sr. Director of State, Local Government Programs
Date: 5/9/23	Date: 5-8-2023

ATTACHMENT A
NASPO VALUEPOINT MASTER AGREEMENT
TERMS AND CONDIDITIONS



ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.

1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

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

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

1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

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

1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement

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

1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.12 **Product** or **Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

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

II. Term of Master Agreement

2.1 **Initial Term.** The initial term of this Master Agreement is for five (5) years. The term of this Master Agreement may be amended beyond the initial term for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.

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

2.3 **Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

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

3.1.1 A Participating Entity's Participating Addendum ("PA");

3.1.2 NASPO ValuePoint Master Agreement, including all attachments thereto;

3.1.3 A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;

3.1.4 The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;

3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

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

3.3 Participating Addenda. Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

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

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

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

4.3 Authorized Use. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

4.4 Obligated Entities. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.5 Notice of Participating Addendum. Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.6 Eligibility for a Participating Addendum. Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

4.7 Prohibition on Resale. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

4.8 Individual Customers. Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but

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

4.9 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 No Representations. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

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

5.2 Administrative Fees

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

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

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. Pricing, Payment & Leasing

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

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

6.1.2 Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least (Enter the Number of Days) days prior to the effective date.

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

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

6.2 **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

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

VII. Ordering

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

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

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

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

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

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

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

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

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

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

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

7.6.1 The services or supplies being delivered;

7.6.2 A shipping address and other delivery requirements, if any;

7.6.3 A billing address;

7.6.4 Purchasing Entity contact information;

7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

7.6.6 A not-to-exceed total for the products or services being ordered; and

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

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

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

VIII. Shipping and Delivery

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

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

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

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

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

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

IX. Inspection and Acceptance

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

9.2 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 Inspection. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

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

9.5 Acceptance Testing. Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets

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

9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 Warranty. At minimum, the Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. This warranty shall be in addition to any warranty provided for or required elsewhere in this Master Agreement.

10.3 Breach of Warranty. Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be

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

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

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

XI. Product Title

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

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

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

XII. Indemnification

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

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

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

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

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

12.2.1.2 specified by the Contractor to work with the Product;

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

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

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

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

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

XIII. Insurance

13.1 Term. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

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

13.3 Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence and $2 million general aggregate;

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

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

13.5 Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

13.6 Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.7 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal

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

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

XIV. General Provisions

14.1 Records Administration and Audit

14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

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

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

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

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

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

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

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

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

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

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

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

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

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

14.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

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

14.2.5 **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to

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

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

14.3 Assignment/Subcontracts

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

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

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

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

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

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

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

14.8 Defaults and Remedies

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

14.8.1.1 Nonperformance of contractual requirements;

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

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

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

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

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

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

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

14.8.3.1 Any remedy provided by law;

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

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

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

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

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

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

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

14.11 No Waiver of Sovereign Immunity

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

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

14.12 Governing Law and Venue

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

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

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a

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

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

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

VENDOR COST PROPOSAL 99SWC-VQ13364

NASPO ValuePoint

Security & Fire Protection Services

Nevada Solicitation Number 99SWC-S1820

COST PROPOSAL SECTION

February 20, 2023

NASPO ValuePoint

ADT Commercial

Powered by Experience. Driven by Excellence.™

February 20, 2023

State of Nevada Department of Administration / Purchasing Division
ATT: Nancy Feser - Purchasing Officer II
515 East Musser Street, Suite 300
Carson City, Nevada 89701

SUBJECT: ADT Commercial LLC. Response to Nevada RFP 99SWC-S1820

Dear Ms. Feser

Thank You for the opportunity to allow ADT Commercial LLC (ADTC) to submit a response to the State of Nevada RFP 99SWC-S1850 for NASPO ValuePoint Master Agreements for Security and Fire Protection Services. Our team has read and understands all terms and conditions of RFP 99SEC-S1850 and will comply fully to the solicitation and has provided a response for all categories and sections listed below.

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

ADTC is a national security and life safety provider with 150+ company-owned offices in the U.S., staffed by local leaders delivering prompt service, comprehensive security, and fire and life safety solutions—all while laser-focused on innovation and customer service excellence. We measure success on achieving customer goals and developing strong, long-lasting partnerships through every project and customer interaction.

We look forward to next-step discussions in order to provide with best-in-class solutions and service as your One Ideal Partner, and to help you achieve your security, fire and fire protection services objectives now and into the future. Thank you for your consideration.

Scott Wulforst
Director, State Local Government Programs
ADT Commercial LLC

Executive Summary

Powered by Experience. Driven by Excellence.

ADT Commercial is proud to submit our proposal in response to the NASPO Valuepoint and State of Nevada Solicitation Number 99SWC-S1820 for Security and Fire Protection Services.

In this proposal, we offer a comprehensive range of services including fire alarm systems, burglar alarms, access control systems, closed-circuit television (CCTV), and Fire sprinkler systems. Our team of experienced technicians and state-of-the-art technology will ensure that your facilities are protected 24/7 against any potential threats.

We are committed to delivering exceptional service and value to our customers. Our pricing structure is transparent and competitive, and we offer flexible financing options to help meet the needs of any budget.

We believe that our commitment to customer satisfaction, our expertise in security and fire protection solutions, and our ability to deliver high-quality service at a fair price make us the ideal choice for the State of Nevada. We look forward to the opportunity to supply a secure and protected environment for the state's facilities.

We are confident that we have the experience, resources, and commitment to meet the needs of the NASPO Valuepoint agencies and the State of Nevada, and we look forward to the opportunity to partner with the state to provide the highest level of security and fire protection services.

Our organization

As part of one of the most trusted names in security that was founded in 1874 and headquartered in Boca Raton, Florida, ADT Commercial is one of the largest commercial systems integrators in the U.S., with 150+ locations and over 5,000 dedicated commercial employees specializing in security, fire and life safety.

ADT is among the most respected, trusted, and well-known brands in the security industry. The strength of our brand is built upon a long-standing record of providing high-quality and reliable security services and committing to superior customer care and service expertise. We seek opportunities that allow us to leverage our brand name as well as focus on security and trust among our customer base. We believe our decades of experience help us design and deliver solutions uniquely tailored to our customers' needs across multiple industries and vertical markets.



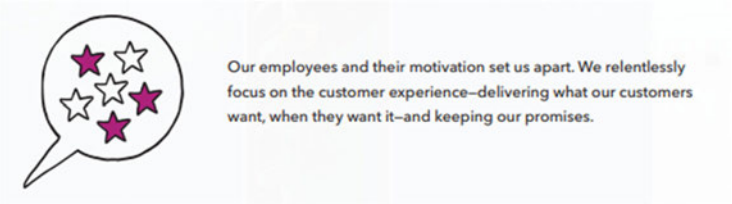
With ADT Commercial, you'll benefit from decades of enterprise-level industry experience, custom solutions design, and specialized training. We are a national company with highly trained local professionals who provide innovative security solutions and services, expert installation, and unparalleled customer service. We commit that only trained and qualified technicians will be dispatched by our operations team to service the systems at our customers' sites. We have thousands of dedicated commercial technicians with an average tenure of over 9 years to help deliver an exceptional service experience.

Your security needs and challenges are our top priority and providing a comprehensive approach to address them is our mission. You'll benefit from our commercial focus, in-depth industry knowledge, and capabilities that encompass your market and organization. We've grown our commercial technical competency to serve

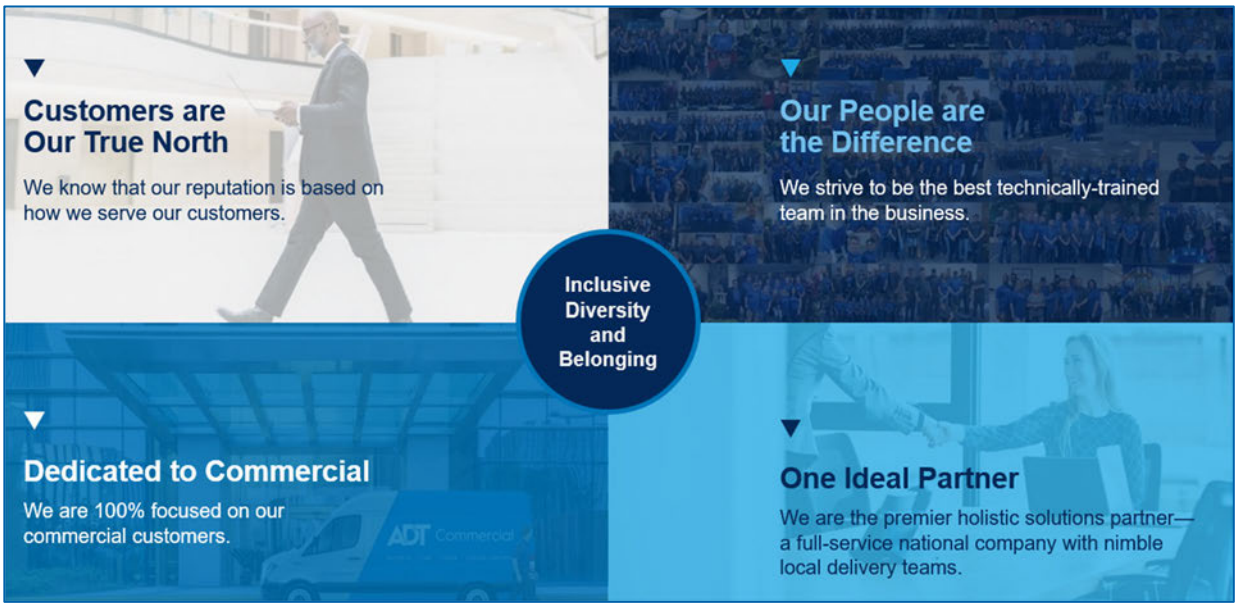
customers in a unique way with the scale and expertise to help meet our customers' needs throughout the U.S. Our commercial teams have a single-minded focus on our commercial customers and many of our team members have dedicated their careers to the security, fire and life safety industries.

OUR GUIDING PRINCIPLES – These guiding principles are the foundation of ADT Commercial. They drive our success as we strive to deliver customer service excellence at every point of interaction, we're focused on continuing to grow our team of experts, including our critical tech support agents, sales team members, project managers, and the most technically-trained technicians in the industry—and we've made incredible strides. Our teams are 100% focused on our customers in the state, local and education markets. We take a comprehensive approach to manage our customer's risks and help to ensure all solutions are working together.

Powered by Experience - Our local leaders aim to achieve customer goals and develop a strong, long-lasting partnership based on that success through every project and customer interaction. Only trained and qualified technicians are dispatched to service the systems at our customer sites. We have thousands of our technicians with an average tenure of over 11 years to help deliver an exceptional service experience.



Many large security companies employ and contract with outside dealers to represent their interests, ADT Commercial hires our own security sales consultants, technicians, and operational employees to interact with our valued customers. We are a national company with highly trained **local professionals** who provide innovative security products and services, expert installation, and unparalleled customer service.



Our mission is to protect your students, staff, and institutions, not only with advanced technology but also with our skilled professionals who understand the investments at stake. We're passionate about delivering excellent customer service and doing what we say we'll do—when we say we'll do it.

Driven by Excellence - Your security needs and challenges are our top priority and providing a comprehensive approach to address them is our mission. You'll benefit from our commercial focus, in-

depth industry knowledge, and capabilities that encompass your market and environment. We've grown our commercial technical competency to serve customers in a unique way—with the scale and expertise to help meet our customers' needs throughout the U.S. and local territories. Our commercial teams have a single-minded focus on our commercial customers— Many of them have dedicated their careers to the security, fire, and life safety industries.

Innovation Never Stops. Neither Do We.

At ADT Commercial, we understand the importance of looking toward the future, and we're driving excellence across the industry by identifying technologies and opportunities to continuously deliver new and innovative solutions. We're approaching innovation with the customer in mind, pushing for new levels in security that will shape the next generation of the industry.

Our Innovation Lab found in Irving, TX is our dedicated space for exploring new and emerging technologies, security applications and more. Our innovation partners, engineers, and project managers on-site every day at our Innovation Lab is constantly looking for revolutionary ways to help advance the commercial security industry and build that path forward through innovative technology.

We are actively developing, investing in, and piloting groundbreaking solutions, ranging from ethical AI and drone technologies to humanoid robotics, augmented reality solutions, emerging analytics and more. We pride ourselves in being initiative-taking and purposeful in our approach to innovation and are always expanding into emerging markets and technologies – all while enhancing the services and solutions at the core of our everyday business.

Our Advantage

What helps make us an industry leader is plain and simple—we strive to deliver an outstanding customer experience at all points of interaction.

Coverage across the U.S.



We have a national footprint with 150+ locations, 5,000+ commercial employees, 300,000+ customer locations, and 3 dedicated monitoring and operations centers.

Product and service offerings

Our Technology & Services Offerings - We are committed to delivering the latest in technology while providing our clients with customer service excellence. Modern technologies provide solutions that can help State, Local and Educational institutions address their safety concerns, empowering schools to focus on keeping their students, staff, and communities safe. When it comes to the safety and security of schools, you need experts on the job. The ADT Commercial team of professionals brings an unmatched breadth of expertise and years of hands-on experience to every challenge.

Our State and Local Government Solutions

- Access Control Solutions
- Fire and Safety
- Monitoring
- Panic Button
- Intercom
- Drones
- Contact Tracing
- Intrusion Detection
- Video Surveillance
- Remote Guard Tours



- Cyber Security
- Fire Sprinkler
- Occupancy management
- Traffic flow analysis
- Real-time visitor management
- Modernizing fire safety
- Risk Assessment & Management
- Infrastructure as a service (IaaS)
- Emergency Responders (ERCES)
- Perimeter Detection
- Command & Control Syst

We can help you create a comprehensive security plan, then install, test, inspect, monitor, service and teach your people how to use it. Whether you want to integrate with a legacy system, start from nothing or just add in a video system, we can help select and implement the latest advanced technologies that are right for your school or district. One call to ADT Commercial will connect you with a team that can handle all your life safety, fire, and security needs. From customization assistance and installation to maintenance and monitoring, our experienced team is with you every step of the way with hands-on service and local knowledge.

Our Community Involvement Giving and Charity - ADT Commercial is committed to not only serving communities through quality security and life safety solutions but also to giving back to our local heroes and organizations through volunteerism and philanthropy. During the COVID-19 crisis, ADT



Commercial teams across the country have shown unwavering dedication to our mission as one of the strongest, most compassionate, and nimble organizations in the industry. Our people and our broader organization have remained devoted to supporting their communities, despite the challenges posed by a tumultuous year. We have continued to innovate and invest in our communities during these challenging times, building momentum and moving forward to enact positive change within our people's lives, the security industry, and the world. The Company and the communities we serve.

Throughout America, our team members give back as part of ADT Always Cares, a corporate-wide citizenship program comprised of employee-directed volunteerism and philanthropy. In 2022, we contributed approximately $750,000 to more than 100 non-profits, ranging from local food banks and homeless shelters to many national organizations. In 2021, ADT's contributions were significantly higher, at approximately $1.6 million, to address social issues that were exacerbated by the pandemic, including food insecurity and homelessness.



We also supported ADT customers whose small businesses were affected by social unrest. Employee volunteer hours were dramatically impacted by the pandemic, dropping from several thousand hours in prior years to a combined 2020/2021 total of approximately 2,500 hours of time. ADT team members are very passionate about their communities, and we are looking forward to returning to normal levels of volunteerism. Additionally, we identified five students to receive four-year scholarship s and ongoing mentoring from ADT leaders as part of our support for the United Negro College Fund. ADT Always Cares also supports Inclusive Diversity and Belonging initiatives by contributing to causes involving our BERGs. Through our LifeSaver Awards program, we support first responders, especially volunteers, which comprise about 70 percent of all firefighters a nd EMTs nationwide, according to the National Volunteer Fire Council ("NVFC"). In smaller communities, volunteer fire departments are on the front lines — the only defense against fires, natural disasters, and other emergencies. During the pandemic, many of these departments, which heavily depend on fundraising, were unable to hold events and experienced budget shortfalls. In 2021, ADT granted $10,000 to each of the five volunteer fire departments it selected in partnership with the NVFC, to recognize their service and ensure they are set up for success with equipment, training, and other needs for a quick and thorough emergency response.







Inclusive Diversity and Belonging – One crucial element of this effort is the activation of eight Business Employee Resource Groups ("BERGs") with a ninth for young professionals launching in 2022. Enthusiastically received by employees and leadership alike, each

BERG has at least one executive or senior sponsor who works collaboratively with participants. Our leaders and team members are engaged and fully committed to making meaningful cultural change and advancing understanding and appreciation of each other.



Just getting underway, the BERGs serve a valuable role in building a sense of belonging, and supporting personal and professional development, learning, and networking opportunities, and are consistently growing in membership. Like the IDB Council, BERG members come from all business areas. We are developing a platform of networking, and ongoing learning and exchange that will benefit business results, the workplace, and our communities. Each BERG engages in several activities, including lunch and learns, community engagement, mentoring programs, and advocacy.

> "Our people must feel they can bring their whole selves to work — regardless of who they are, what interests them, or their individual style. The power to connect is critical — that's why I love the BERGs."
>
> Harriet Harty
> Executive Vice President & Chief Administrative Officer

ADT Commercial is a trusted partner who cares for its employees its communities to make certain our team can take care of you, our clients. We make it our business to understand the unique workings of your challenges and needs.

We're big enough to handle the largest challenges with the very latest in technology but local so we can be right there when you need us. Our teams are ready to support the State of Nevada and NASPO Valuepoint Partners to assist them with the security and life safety needs now and in the future.

Scott Wulforst
Senior Director, State Local Government Programs
ADT Commercial LLC

COST PROPOSAL

99SWC-S1820

COST PROPOSAL

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.

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.

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.

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

INSTRUCTIONS

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.

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.

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.

Vendor can agree to rates lower than those proposed with a Participating Entity in a Participating Addenda, service agreement, or project quote.

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.

CONFIRM

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	ADT Commercial, LLC.
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	NATIONWIDE

1. BACKFLOW PREVENTION SYSTEM (CATEGORY 1)

	BACKFLOW PREVENTION SYSTEM	Unit	Rate
1.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 237.00
1.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 142.00
1.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 187.00
1.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 237.00
1.1.5.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 242.00
1.1.6.	Repair - Telephone Support	Per Hour	
1.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 147.00
1.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 192.00
1.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 242.00
1.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
1.1.11.	Monitoring/Maintenance - Option B (Service Plan)	% of system cost	18.00%
1.1.12.	Materials Mark-up	% of contractor cost	39.00%
1.1.13.	Subcontractor Mark-up	% of subcontractor cost	25.00%
1.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
1.2.1.	Administrator / Project Support	Per Hour	$ 110.00
1.2.2.	CAD/Design Specialist	Per Hour	$ 142.00
1.2.3.	Project Manager	Per Hour	$ 155.00
1.2.4.	Senior Project Manager	Per Hour	$ 229.00
1.2.5.	Project Engineer	Per Hour	$ 187.00
1.2.6.	Senior Project Engineer	Per Hour	$ 237.00
1.2.7.	Project Programmer	Per Hour	$ 155.00
1.2.8.	Senior Project Programmer	Per Hour	$ 195.00
1.2.9.	Enterprise Solutions Group	Per Hour	$ 180.00
1.2.10			
1.2.11	Backflow Inspection Only (standard)		$ 225.00
1.2.12	Backflow (while inspecting sprinkler system)		$ 112.00
1.2.13			
1.2.14			
1.2.15			
1.2.16			
1.2.17			
1.2.18			
1.2.19			
1.2.20			
1.2.21	RATE BASED ON PRICEING PROVIDED CAN BE REQUESTED		
1.2.22	AND SENT DIRECTLY TO MEMBERS AGENCIES FOR THEIR		
1.2.23	SPECIFIC AREAS OF THE COUNTRY		
1.2.24			
1.2.25			
1.2.26			
1.2.27			
1.2.28	Fire Safety and Supervised Waterflow Monitoring	Per Year	$ 480.00
1.2.29	FA - Daily Supervision Daily Cell Backup	Per Year	$ 540.00
1.2.30			
1.2.31			

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	ADT Commercial, LLC.
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	NATIONWIDE

2. STANDPIPE INSPECTIONS - FIRE HOSE (CATEGORY 2)

	SANDPIPER INSPECTIONS - FIRE HOSE	Unit	Rate
2.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 237.00
2.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 142.00
2.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 187.00
2.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 237.00
2.1.5.	Repair - Telephone Support	Per Hour	
2.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 242.00
2.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 147.00
2.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 192.00
2.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 242.00
2.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
2.1.11.	Monitoring/Maintenance - Option B (Service Plan)	% of system cost	18.00%
2.1.12.	Materials Mark-up	% of contractor cost	39.00%
2.1.13.	Subcontractor Mark-up	% of subcontractor cost	25.00%
2.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
2.2.1.	Administrator / Project Support	Per Hour	$ 110.00
2.2.2.	CAD/Design Specialist	Per Hour	$ 142.00
2.2.3.	Project Manager	Per Hour	$ 155.00
2.2.4.	Senior Project Manager	Per Hour	$ 229.00
2.2.5.	Standard Wet Pipe Inspection	Annual	$ 165.00
2.2.6.	Dry Pipe self resetting	Annual	$ 165.00
2.2.7.	Each additional riser/flow/tamper	Annual	$ 82.00
2.2.8.	(additional floor sectionals)	Annual	$ 66.00
2.2.9.	Sprinkled floors w/ no sectional	Annual	$ 55.00
2.2.10	Dry-system trip test	Annual	$ 247.00
2.2.11	Dry standpipe hydrostatic test	Annual	$ 715.00
2.2.12	Dry/Pre-action trip test	Annual	$ 247.00
2.2.13	5-year test (single riser/FDC)	Annual	$ 330.00
2.2.14	Foam system test	Annual	$ 522.00
2.2.15	Foam pump test	Annual	$ 495.00
2.2.16	Foam Proportional Valve	Annual	$ 165.00
2.2.17	Foam analysis	Annual	$ 275.00
2.2.18	Foam pump test	Annual	$ 522.00
2.2.19	Foam strainer test	Annual	$ 165.00
2.2.20	Deluge system inspection	Annual	$ 577.00
2.2.21	Antifreeze loop (antifreeze test)	Annual	$ 110.00
2.2.22			
2.2.23	RATE BASED ON PRICEING PROVIDED CAN BE REQUESTED		
2.2.24	AND SENT DIRECTLY TO MEMBERS AGENCIES FOR THEIR		
2.2.25	SPECIFIC AREAS OF THE COUNTRY		
2.2.26			
2.2.27			
2.2.28			
2.2.29	Fire Safety and Supervised Waterflow Monitoring	Per Year	$ 480.00
2.2.30	FA - Daily Supervision Daily Cell Backup	Per Year	$ 540.00
2.2.31			

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	ADT Commercial, LLC.
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	NATIONWIDE

3. AUTOMATIC FIRE PUMPS (CATEGORY 3)

	AUTOMATIC FIRE PUMPS	Unit	Rate
3.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 237.00
3.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 142.00
3.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 187.00
3.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 237.00
3.1.5.	Repair - Telephone Support	Per Hour	
3.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 242.00
3.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 147.00
3.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 192.00
3.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 242.00
3.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
3.1.11.	Monitoring/Maintenance - Option B (Service Plan)	% of system cost	18.00%
3.1.12.	Materials Mark-up	% of contractor cost	39.00%
3.1.13.	Subcontractor Mark-up	% of subcontractor cost	25.00%
3.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
3.2.1.	Administrator / Project Support	Per Hour	$ 110.00
3.2.2.	CAD/Design Specialist	Per Hour	$ 142.00
3.2.3.	Project Manager	Per Hour	$ 155.00
3.2.4.	Senior Project Manager	Per Hour	$ 229.00
3.2.5.	Project Engineer	Per Hour	$ 187.00
3.2.6.	Senior Project Engineer	Per Hour	$ 237.00
3.2.7.	Project Programmer	Per Hour	$ 155.00
3.2.8.	Senior Project Programmer	Per Hour	$ 195.00
3.2.9.	Enterprise Solutions Group	Per Hour	$ 180.00
3.2.10			
3.2.11	Monthly Pump Churns (+ trip -out of town)	Annual	$ 2,376.00
3.2.12	Flow pump test (up to 250 GPM)	Annual	$ 440.00
3.2.13	Flow pump test (500 GPM)	Annual	$ 550.00
3.2.14	Flow pump test (750 GPM)	Annual	$ 660.00
3.2.15	Flow pump test (1000 GPM)	Annual	$ 770.00
3.2.16	Flow pump test (1500 GPM)	Annual	$ 1,100.00
3.2.17	Flow pump test (2500 GPM)	Annual	$ 1,375.00
3.2.18			
3.2.19			
3.2.20			
3.2.21			
3.2.22	RATE BASED ON PRICEING PROVIDED CAN BE REQUESTED		
3.2.23	AND SENT DIRECTLY TO MEMBERS AGENCIES FOR THEIR		
3.2.24	SPECIFIC AREAS OF THE COUNTRY		
3.2.25			
3.2.26			
3.2.27			
3.2.28			
3.2.29	Fire Safety and Supervised Waterflow Monitoring	Per Year	$ 480.00
3.2.30	FA - Daily Supervision Daily Cell Backup	Per Year	$ 540.00
3.2.31			

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	ADT Commercial, LLC.
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	NATIONWIDE

4. FIRE SPRINKLER SYSTEMS (CATEGORY 4)

	FIRE SPRINKLER SYSTEMS	Unit	Rate
4.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 237.00
4.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 142.00
4.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 187.00
4.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 237.00
4.1.5.	Repair - Telephone Support	Per Hour	
4.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 242.00
4.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 147.00
4.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 192.00
4.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 242.00
4.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
4.1.11.	Monitoring/Maintenance - Option B (Service Plan)	% of system cost	18.00%
4.1.12.	Materials Mark-up	% of contractor cost	39.00%
4.1.13.	Subcontractor Mark-up	% of subcontractor cost	25.00%
4.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
4.2.1.	Administrator / Project Support	Per Hour	$ 110.00
4.2.2.	CAD/Design Specialist	Per Hour	$ 142.00
4.2.3.	Project Manager	Per Hour	$ 155.00
4.2.4.	Senior Project Manager	Per Hour	$ 229.00
4.2.5.	Project Engineer	Per Hour	$ 187.00
4.2.6.	Senior Project Engineer	Per Hour	$ 237.00
4.2.7.	Project Programmer	Per Hour	$ 155.00
4.2.8.	Senior Project Programmer	Per Hour	$ 195.00
4.2.9	Enterprise Solutions Group	Per Hour	$ 180.00
4.2.10	Standard Wet Pipe Inspection	Annual	$ 165.00
4.2.11	Dry Pipe self resetting	Annual	$ 165.00
4.2.12	Each additional riser/flow/tamper	Annual	$ 82.00
4.2.13	(additional floor sectionals)	Annual	$ 66.00
4.2.14	Sprinkled floors w/ no sectional	Annual	$ 55.00
4.2.15	Dry-system trip test	Annual	$ 247.00
4.2.16	Dry standpipe hydrostatic test	Annual	$ 715.00
4.2.17	Dry/Pre-action trip test	Annual	$ 247.00
4.2.18	5-year test (single riser/FDC)	Annual	$ 330.00
4.2.19	Foam system test	Annual	$ 522.00
4.2.20	Foam pump test	Annual	$ 495.00
4.2.21	Foam Proportional Valve	Annual	$ 165.00
4.2.22	Foam analysis	Annual	$ 275.00
4.2.23	Foam pump test	Annual	$ 522.00
4.2.24	Foam strainer test	Annual	$ 165.00
4.2.25	Deluge system inspection	Annual	$ 577.00
4.2.26	Antifreeze loop (antifreeze test)	Annual	$ 110.00
4.2.27	Private yard hydrant flow test	Annual	$ 132.00
4.2.28	Post indicating valve	Annual	$ 66.00
4.2.29	Fire Safety and Supervised Waterflow Monitoring	Per Year	$ 480.00
4.2.30			

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	ADT Commercial, LLC.
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	NATIONWIDE

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

	FIRE DETECTION - FIRE ALARM SYSTEMS	Unit	Rate
5.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 244.00
5.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 155.00
5.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 194.00
5.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 244.00
5.1.5.	Repair - Telephone Support	Per Hour	$ -
5.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 260.00
5.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 160.00
5.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 210.00
5.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 260.00
5.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
5.1.11.	Monitoring/Maintenance - Option B (Service Plan)	% of system cost	18.00%
5.1.12.	Materials Mark-up	% of contractor cost	39.00%
5.1.13.	Subcontractor Mark-up	% of subcontractor cost	25.00%
5.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
5.2.1.	Administrator / Project Support	Per Hour	$ 110.00
5.2.2.	CAD/Design Specialist	Per Hour	$ 142.00
5.2.3.	Project Manager	Per Hour	$ 155.00
5.2.4.	Senior Project Manager	Per Hour	$ 229.00
5.2.5.	Project Engineer	Per Hour	$ 187.00
5.2.6.	Senior Project Engineer	Per Hour	$ 237.00
5.2.7.	Project Programmer	Per Hour	$ 155.00
5.2.8.	Senior Project Programmer	Per Hour	$ 195.00
5.2.9.	Enterprise Solutions Group	Per Hour	$ 180.00
5.2.10	Fire Safety (FA) Monitoring - Addl Group - 20 Sensors	Per Year	$ 60.00
5.2.11	Manual Fire Safety Monitoring	Per Year	$ 420.00
5.2.12	Fire Safety and Medical Alert Monitoring	Per Year	$ 420.00
5.2.13	Waterflow Monitoring Supervised	Per Year	$ 420.00
5.2.14	Fire Safety Monitoring	Per Year	$ 480.00
5.2.15	Fire Safety and Supervised Waterflow Monitoring	Per Year	$ 480.00
5.2.16	Fire Safety and Critical Condition Monitoring	Per Year	$ 480.00
5.2.17	Supervised Waterflow and Critical Condition Monitoring	Per Year	$ 600.00
5.2.18	Fire Safety, Supervised Waterflow and Critical Condition Monitoring	Per Year	$ 600.00
5.2.19	Fire Safety, Critical Condition Monitoring and Medical Alert Monitoring	Per Year	$ 600.00
5.2.20	UL Certification	Per Year	$ 264.00
5.2.21			
5.2.22			
5.2.23	RATE BASED ON PRICEING PROVIDED CAN BE REQUESTED		
5.2.24	AND SENT DIRECTLY TO MEMBERS AGENCIES FOR THEIR		
5.2.25	SPECIFIC AREAS OF THE COUNTRY		
5.2.26			
5.2.27			
5.2.28			
5.2.29	Fire Safety and Supervised Waterflow Monitoring	Per Year	$ 480.00
5.2.30	FA - Daily Supervision Daily Cell Backup	Per Year	$ 540.00
5.2.31			

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	ADT Commercial, LLC.
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	NATIONWIDE

6. EMERGENCY LIGHTING (CATEGORY 6)

	EMERGENCY LIGHTING	Unit	Rate
6.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 237.00
6.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 142.00
6.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 187.00
6.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 237.00
6.1.5.	Repair - Telephone Support	Per Hour	$ -
6.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 242.00
6.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 147.00
6.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 192.00
6.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 242.00
6.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
6.1.11.	Monitoring/Maintenance - Option B (Service Plan)	% of system cost	18.00%
6.1.12.	Materials Mark-up	% of contractor cost	39.00%
6.1.13.	Subcontractor Mark-up	% of subcontractor cost	25.00%
6.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
6.2.1.	Administrator / Project Support	Per Hour	$ 110.00
6.2.2	CAD/Design Specialist	Per Hour	$ 142.00
6.2.3	Project Manager	Per Hour	$ 155.00
6.2.4	Senior Project Manager	Per Hour	$ 229.00
6.2.5	Project Engineer	Per Hour	$ 187.00
6.2.6	Senior Project Engineer	Per Hour	$ 237.00
6.2.7	Project Programmer	Per Hour	$ 155.00
6.2.8	Senior Project Programmer	Per Hour	$ 195.00
6.2.9	Enterprise Solutions Group	Per Hour	$ 180.00
6.2.10			
6.2.11	Emergency Exit Light Inspection (Load Test)	ea	$ 13.00
6.2.12	Emergency Exit Light Inspection - High Elevation	ea	$ 21.00
6.2.13	E-Light Battery, 6V, 4A	ea	$ 70.00
6.2.14	E-Light Battery, 6V, 7A	ea	$ 90.00
6.2.15	E-Light Battery, 6V, 10A	ea	$ 100.00
6.2.16	E-Light Battery, 6V, 12A	ea	$ 110.00
6.2.17	Battery - 1.2V Nicad - EL	ea	$ 70.00
6.2.18	E-Light Bulb, 145V, 15W	ea	$ 5.00
6.2.19			
6.2.20			
6.2.21			
6.2.22	RATE BASED ON PRICEING PROVIDED CAN BE REQUESTED		
6.2.23	AND SENT DIRECTLY TO MEMBERS AGENCIES FOR THEIR		
6.2.24	SPECIFIC AREAS OF THE COUNTRY		
6.2.25			
6.2.26			
6.2.27			
6.2.28			
6.2.29	Fire Safety and Supervised Waterflow Monitoring	Per Year	$ 480.00
6.2.30	FA - Daily Supervision Daily Cell Backup	Per Year	$ 540.00
6.2.31			

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	ADT Commercial, LLC.
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	NATIONWIDE

7. SPECIAL HAZARD FIRE SUPPRESSION SYSTEMS (CATEGORY 7)

7.1.	SPECIAL HAZARD FIRE SUPPRESSION SYSTEMS	Unit	Rate
7.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 237.00
7.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 142.00
7.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 187.00
7.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 237.00
7.1.5.	Repair - Telephone Support	Per Hour	$ -
7.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 242.00
7.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 147.00
7.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 192.00
7.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 242.00
7.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
7.1.11.	Monitoring/Maintenance - Option B (Service Plan)	% of system cost	18.00%
7.1.12.	Materials Mark-up	% of contractor cost	39.00%
7.1.13.	Subcontractor Mark-up	% of subcontractor cost	25.00%
7.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
7.2.1.	Administrator / Project Support	Per Hour	$ 110.00
7.2.2.	CAD/Design Specialist	Per Hour	$ 142.00
7.2.3.	Project Manager	Per Hour	$ 155.00
7.2.4.	Senior Project Manager	Per Hour	$ 229.00
7.2.5.	Project Engineer	Per Hour	$ 187.00
7.2.6.	Senior Project Engineer	Per Hour	$ 237.00
7.2.7.	Project Programmer	Per Hour	$ 155.00
7.2.8.	Senior Project Programmer	Per Hour	$ 195.00
7.2.9.	Enterprise Solutions Group	Per Hour	$ 180.00
7.2.10	Clean Agent Puff test	Annual	$ 110.00
7.2.11	Clean agent tank w/liq level	Annual	$ 110.00
7.2.12	Clean agent tank weighting	Annual	$ 220.00
7.2.13	CO2 High pressure	Annual	$ 352.00
7.2.14	CO2 High pressure add cylendar	Annual	$ 27.00
7.2.15	CO2 low pressure	Annual	$ 577.00
7.2.16	CO2 mini	Annual	$ 440.00
7.2.17	Dry Chemical	Annual	$ 176.00
7.2.18	Dry Chemical (additional Cylender)	Annual	$ 88.00
7.2.19	EPO testing	Annual	$ 495.00
7.2.20	Fan test	Annual	$ 1,210.00
7.2.21	FM 200/ Halon / Energen system test	Annual	$ 550.00
7.2.22	Fusable Links	Annual	$ 16.00
7.2.23	Special Systems Control Panel	Annual	$ 220.00
7.2.24	(pre-action, Co2, FM200 etc.)	Annual	$ 220.00
7.2.25	Annunciator (remote)	Annual	$ 27.00
7.2.26	Graphic Annuciator	Annual	$ 82.00
7.2.27	CPU Graphic Display	Annual	$ 16.00
7.2.28	Special equip shut down (EPO)	Annual	$ 110.00
7.2.29	NAC Power Extender with Battery Test	Annual	$ 27.00
7.2.30	Fire Safety and Supervised Waterflow Monitoring	Per Year	$ 480.00
7.2.31	FA - Daily Supervision Daily Cell Backup	Per Year	$ 540.00

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	ADT Commercial, LLC.
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	NATIONWIDE

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

	TABLE FIRE EXTINGUISHER INSPECTION - SERVICE AND TEST	Unit	Rate
8.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 237.00
8.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 142.00
8.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 187.00
8.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 237.00
8.1.5.	Repair - Telephone Support	Per Hour	
8.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 242.00
8.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 147.00
8.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 192.00
8.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 242.00
8.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
8.1.11.	Monitoring/Maintenance - Option B (Service Plan)	% of system cost	18.00%
8.1.12.	Materials Mark-up	% of contractor cost	39.00%
8.1.13.	Subcontractor Mark-up	% of subcontractor cost	25.00%
8.1.14.	(Vendors can propose per extenguisher pricing seperately from labor rat	Per Device	$ -
8.1.15.	Annual Maintenance per extinguister (seal, collar tag, hazmat label)	Per extinguisher	$ 32.00
8.1.16.	5 lb. ABC Dry Checmical Extingusiter - 6 year maintenance/recharge	Per extinguisher	$ 65.00
8.1.17.	10 lb. ABC Dry Checmical Extingusiter - 6 year maintenance/recharge	Per extinguisher	$ 70.00
8.1.18.	20 lb. ABC Dry Checmical Extingusiter - 6 year maintenance/recharge	Per extinguisher	$ 85.00
8.1.19.	5 lb. CO2 Extinguister - 5-year hydrostatic test	Per extinguisher	$ 70.00
8.1.20.	2.5 gal. PR/Water Extinguister - 5-year hydrostatic test	Per extinguisher	$ 70.00
8.1.21.	5 lb. Co2 Extinguister - recharge	Per extinguisher	$ 30.75
8.1.22.	10 lb. Co2 Extinguister - recharge	Per extinguisher	$ 38.00
8.1.23.	20 lb. Co2 Extinguister - recharge	Per extinguisher	$ 46.00
8.1.24.	2.5 gal. PR/Water Extinguister - recharge	Per extinguisher	$ 22.00
8.1.25.	45 lb. ABC Dry Chemical Cylinder - 12-year hydrotest (hood system)	Per extinguisher	$ 100.00
8.1.26.	45 lb. ABC Dry Chemical Cylinder - 6-year recharge (hood system)	Per extinguisher	$ 100.00
8.2.	Other Categories (cannot exceed max rate above):	Unit	Rate
8.2.1.	(Vendors can propose per extenguisher pricing seperately from labor rat	Per Device	$ -
8.2.2.			
8.2.3.	RATE BASED ON PRICEING PROVIDED CAN BE REQUESTED		
8.2.4.	AND SENT DIRECTLY TO MEMBERS AGENCIES FOR THEIR		
8.2.5.	SPECIFIC AREAS OF THE COUNTRY		
8.2.6.			
8.2.7.			
8.2.8.			
8.2.9.			
8.2.10			
8.2.11			
8.2.12			
8.2.13			
8.2.14			
8.2.15			
8.2.16	Fire Safety and Supervised Waterflow Monitoring	Per Year	$ 480.00
8.2.17	FA - Daily Supervision Daily Cell Backup	Per Year	$ 540.00

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	ADT Commercial, LLC.
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	NATIONWIDE

9. NEW PORTABE FIRE EXTINGUISHERS (CATEGORY 9)

	NEW PORTABE FIRE EXTINGUISHERS	Unit	Rate
9.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 237.00
9.1.2.	Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 142.00
9.1.3.	After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 187.00
9.1.4.	Weekend/Holiday Labor Rate	Per Hour	$ 237.00
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 (Service Plan)	% of system cost	18.00%
9.1.12.	Materials Mark-up	% of contractor cost	39.00%
9.1.13.	Subcontractor Mark-up	% of subcontractor cost	25.00%
9.1.12.	5 lb. ABC Dry Checmical Extingusiter - new	Per Extinguisher	$ 66.00
9.1.13.	10 lb. ABC Dry Checmical Extingusiter - new	Per Extinguisher	$ 107.00
9.1.14.	20 lb. ABC Dry Checmical Extingusiter - new	Per Extinguisher	$ 189.00
9.1.15.	2.5 gal. PR/Water Extinguister - new	Per Extinguisher	$ 355.00
9.1.16.	5 lb. CO2 Extinguisher - new	Per Extinguisher	$ 222.00
9.1.17.	10 lb. CO2 Extinguisher - new	Per Extinguisher	$ 306.00
9.1.18.	20 lb. CO2 Extinguisher - new	Per Extinguisher	$ 450.00
9.1.19.	45 lb. ABC Dry Chemical Cylinder - new (hood system)	Per Extinguisher	CALL
9.1.20.	45 lb. ABC Dry Chemical Cylinder - new (hood system)	Per Extinguisher	CALL
9.2.	Other Categories (cannot exceed max rate above):	Unit	Rate
9.2.1	(Vendors can propose per extenguisher pricing seperately from labor rat	Per Device	$ -
9.2.2			
9.2.3			
9.2.4			
9.2.5			
9.2.6			
9.2.7			
9.2.8			
9.2.9			
9.2.10			
9.2.11			
9.2.12	RATE BASED ON PRICEING PROVIDED CAN BE REQUESTED		
9.2.13	AND SENT DIRECTLY TO MEMBERS AGENCIES FOR THEIR		
9.2.14	SPECIFIC AREAS OF THE COUNTRY		
9.2.15			
9.2.16			
9.2.17			
9.2.18			
9.2.19			
9.2.20			
9.2.21			
9.2.22			
9.2.23			
9.2.24	Fire Safety and Supervised Waterflow Monitoring	Per Year	$ 480.00
9.2.25	FA - Daily Supervision Daily Cell Backup	Per Year	$ 540.00
9.2.26			

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	ADT Commercial, LLC.
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	NATIONWIDE

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

	KITCHEN FIRE SUPPRESSION COMMERERCIAL HOOD SYSTEM	Unit	Rate
10.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 237.00
10.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 142.00
10.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 187.00
10.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 237.00
10.1.5.	Repair - Telephone Support	Per Hour	$ -
10.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 242.00
10.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 147.00
10.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 192.00
10.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 242.00
10.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
10.1.11.	Monitoring/Maintenance - Option B (Service Plan)	% of system cost	18.00%
10.1.12.	Materials Mark-up	% of contractor cost	39.00%
10.1.13.	Subcontractor Mark-up	% of subcontractor cost	25.00%
10.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
10.2.1.	Administrator / Project Support	Per Hour	$ 110.00
10.2.2.	CAD/Design Specialist	Per Hour	$ 142.00
10.2.3.	Project Manager	Per Hour	$ 155.00
10.2.4.	Project Programmer	Per Hour	$ 155.00
10.2.5.	Six Month Inspection	Six Month	$ 150.00
10.2.6.	Annual Month Inspection	Annual	$ 225.00
10.2.7.	Extra Tank	EA	$ 39.00
10.2.8.	Fusible Links	EA	$ 19.00
10.2.9.	Rubber Blow Off Caps	EA	$ 7.00
10.2.10	Metal Blow Off Caps	EA	$ 19.00
10.2.11	Hydrotest Tanks (recharge not included)	EA	$ 164.00
10.2.12	Cartridge Unit	EA	$ 132.00
10.2.13	Double Cartridge Unit	EA	$ 256.00
10.2.14			
10.2.15	RATE BASED ON PRICEING PROVIDED CAN BE REQUESTED		
10.2.16	AND SENT DIRECTLY TO MEMBERS AGENCIES FOR THEIR		
10.2.17	SPECIFIC AREAS OF THE COUNTRY		
10.2.18			
10.2.19			
10.2.20			
10.2.21			
10.2.22			
10.2.23			
10.2.24			
10.2.25			
10.2.26			
10.2.27			
10.2.28			
10.2.29	Fire Safety and Supervised Waterflow Monitoring	Per Year	$ 480.00
10.2.30	FA - Daily Supervision Daily Cell Backup	Per Year	$ 540.00
10.2.31			

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	ADT Commercial, LLC.
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	NATIONWIDE

11.	**COMMERCIAL HOOD SYSTEM CLEANING (CATEGORY 11)**	EA	
11.1.	COMMERCIAL HOOD SYSTEM CLEANING	Unit	Rate
11.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 237.00
11.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 142.00
11.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 187.00
11.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 237.00
11.1.5.	Repair - Telephone Support	Per Hour	$ -
11.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 242.00
11.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 147.00
11.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 192.00
11.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 242.00
11.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
11.1.11.	Monitoring/Maintenance - Option B (Service Plan)	% of system cost	15.00%
11.1.12.	Materials Mark-up	% of contractor cost	39.00%
11.1.13.	Subcontractor Mark-up	% of subcontractor cost	25.00%
11.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
11.2.1.	Administrator / Project Support	Per Hour	$ 110.00
11.2.2.	CAD/Design Specialist	Per Hour	$ 142.00
11.2.3.	Project Manager	Per Hour	$ 155.00
11.2.4.	Clean Agent Puff test	Annual	$ 110.00
11.2.5.	Clean agent tank w/liq level	Annual	$ 110.00
11.2.6.	Clean agent tank weighting	Annual	$ 220.00
11.2.7.	CO2 High pressure	Annual	$ 352.00
11.2.8.	CO2 High pressure add cylendar	Annual	$ 27.00
11.2.9.	CO2 low pressure	Annual	$ 577.00
11.2.10	CO2 mini	Annual	$ 440.00
11.2.11	Dry Chemical	Annual	$ 176.00
11.2.12	Dry Chemical (additional Cylender)	Annual	$ 88.00
11.2.13	EPO testing	Annual	$ 495.00
11.2.14	Fan test	Annual	$ 1,210.00
11.2.15	FM 200/ Halon / Energen system test	Annual	$ 550.00
11.2.16	Fusable Links	Annual	$ 16.00
11.2.17	Special Systems Control Panel	Annual	$ 220.00
11.2.18	(pre-action, Co2, FM200 etc.)	Annual	$ 220.00
11.2.19	Annunciator (remote)	Annual	$ 27.00
11.2.20	Graphic Annuciator	Annual	$ 82.00
11.2.21	CPU Graphic Display	Annual	$ 16.00
11.2.22	Special equip shut down (EPO)	Annual	$ 110.00
11.2.23	NAC Power Extender with Battery Test	Annual	$ 27.00
11.2.24			
11.2.25	RATE BASED ON PRICEING PROVIDED CAN BE REQUESTED		
11.2.26	AND SENT DIRECTLY TO MEMBERS AGENCIES FOR THEIR		
11.2.27	SPECIFIC AREAS OF THE COUNTRY		
11.2.28			
11.2.29	Fire Safety and Supervised Waterflow Monitoring	Per Year	$ 480.00
11.2.30	FA - Daily Supervision Daily Cell Backup	Per Year	$ 540.00
11.2.31			

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	ADT Commercial, LLC.
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	NATIONWIDE

12. ACCESS CONTROL SYSTEMS (CATEGORY 12)

	ACCESS CONTROL SYSTEMS	Unit	Rate
12.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 244.00
12.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 155.00
12.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 194.00
12.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 244.00
12.1.5.	Repair - Telephone Support	Per Hour	$ -
12.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 260.00
12.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 160.00
12.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 210.00
12.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 260.00
12.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
12.1.11.	Monitoring/Maintenance - Option B (Service Plan)	% of system cost	18.00%
12.1.12.	Materials Mark-up	% of contractor cost	39.00%
12.1.13.	Subcontractor Mark-up	% of subcontractor cost	25.00%
12.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
12.2.1.	Administrator / Project Support	Per Hour	$ 110.00
12.2.2.	CAD/Design Specialist	Per Hour	$ 142.00
12.2.3.	Project Manager	Per Hour	$ 155.00
12.2.4.	Senior Project Manager	Per Hour	$ 229.00
12.2.5.	Project Engineer	Per Hour	$ 187.00
12.2.6.	Senior Project Engineer	Per Hour	$ 237.00
12.2.7.	Project Programmer	Per Hour	$ 155.00
12.2.8.	Senior Project Programmer	Per Hour	$ 195.00
12.2.9.	Enterprise Solutions Group	Per Hour	$ 180.00
12.2.10		Per Hour	$ -
12.2.11			
12.2.12	Brivo Onair Identity Connector 10000-49999 Users		$ 667.00
12.2.13	Brivo Onair Identity Connector 5000-9999 Users		$ 334.00
12.2.14	Brivo Onair Identity Connector 500-4999 Users		$ 167.00
12.2.15	Brivo - API Monthly Subscription 500K-1M API Calls		$ 104.00
12.2.16	Brivo - API Monthly Subscription 250K-500K API Calls		$ 80.00
12.2.17	Brivo - API Monthly Subscription 100k-250K API Calls		$ 62.00
12.2.18	Brivo Mobile Pass for Single Account 1000 Passes		$ 58.00
12.2.19	Brivo Onair Identity Connector Less than 500 Users		$ 56.00
12.2.20	Brivo Mobile Pass for Single Account 500 Passes		$ 35.00
12.2.21	Brivo OnAir Cellular Communications 300 MB Cellular Data		$ 30.00
12.2.22	Brivo - API Monthly Subscription Up to 100K API Calls		$ 25.00
12.2.23	Brivo Onair 2N IP Verso Intercom System		$ 16.00
12.2.24	Brivo Mobile Pass for Single Account 100 Passes		$ 12.00
12.2.25			
12.2.26			
12.2.27	RATE BASED ON PRICEING PROVIDED CAN BE REQUESTED		
12.2.28	AND SENT DIRECTLY TO MEMBERS AGENCIES FOR THEIR		
12.2.29	SPECIFIC AREAS OF THE COUNTRY		
12.2.30			
12.2.31			

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	ADT Commercial, LLC.
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	NATIONWIDE

13. BURGLAR ALARM SYSTEMS (CATEGORY 13)

	BURGLAR ALARM SYSTEMS	Unit	Rate
13.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 244.00
13.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 155.00
13.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 194.00
13.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 244.00
13.1.5.	Repair - Telephone Support	Per Hour	$ -
13.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 260.00
13.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 160.00
13.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 210.00
13.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 260.00
13.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
13.1.11.	Monitoring/Maintenance - Option B (Service Plan)	% of system cost	18.00%
13.1.12.	Materials Mark-up	% of contractor cost	39.00%
13.1.13.	Subcontractor Mark-up	% of subcontractor cost	25.00%
13.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
13.2.1.	Administrator / Project Support	Per Hour	$ 110.00
13.2.2.	CAD/Design Specialist	Per Hour	$ 142.00
13.2.3.	Project Manager	Per Hour	$ 155.00
13.2.4.	Senior Project Manager	Per Hour	$ 229.00
13.2.5.	Project Engineer	Per Hour	$ 187.00
13.2.6.	Senior Project Engineer	Per Hour	$ 237.00
13.2.7.	Project Programmer	Per Hour	$ 155.00
13.2.8.	Senior Project Programmer	Per Hour	$ 195.00
13.2.9.	Enterprise Solutions Group	Per Hour	$ 180.00
13.2.10	Intrusion alarm, Fire Safety, Supervised Waterflow and Critical Conditic	Per Year	$ 540.00
13.2.11	Intrusion alarm, Fire Safety and Supervised Waterflow Monitoring	Per Year	$ 480.00
13.2.12	Intrusion alarm, Fire Safety and Duress Monitoring	Per Year	$ 540.00
13.2.13	Intrusion alarm, Fire Safety and Critical Condition Monitoring	Per Year	$ 540.00
13.2.14	Intrusion alarm, Waterflow and Critical Condition Monitoring Supervis	Per Year	$ 540.00
13.2.15	Intrusion alarm and Supervised Waterflow Monitoring	Per Year	$ 480.00
13.2.16	Intrusion alarm and Fire Safety Monitoring	Per Year	$ 480.00
13.2.17	Intrusion alarm and Duress Monitoring	Per Year	$ 420.00
13.2.18	Intrusion alarm and Critical Condition Monitoring	Per Year	$ 420.00
13.2.19	Hold-up Alarm Monitoring - Add - 20 Sensors	Per Year	$ 60.00
13.2.20	Sole Path Cellular, Daily Supervision	Per Year	$ 396.00
13.2.21			
13.2.22			
13.2.23	RATE BASED ON PRICEING PROVIDED CAN BE REQUESTED		
13.2.24	AND SENT DIRECTLY TO MEMBERS AGENCIES FOR THEIR		
13.2.25	SPECIFIC AREAS OF THE COUNTRY		
13.2.26			
13.2.27			
13.2.28			
13.2.29			
13.2.30			
13.2.31			

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	ADT Commercial, LLC.
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	NATIONWIDE

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	$ 244.00
14.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 155.00
14.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 194.00
14.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 244.00
14.1.5.	Repair - Telephone Support	Per Hour	$ -
14.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 260.00
14.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 160.00
14.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 210.00
14.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 260.00
14.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
14.1.11.	Monitoring/Maintenance - Option B (Service Plan)	% of system cost	18.00%
14.1.12.	Materials Mark-up	% of contractor cost	39.00%
14.1.13.	Subcontractor Mark-up	% of subcontractor cost	25.00%
14.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
14.2.1.	Administrator / Project Support	Per Hour	$ 110.00
14.2.2.	CAD/Design Specialist	Per Hour	$ 142.00
14.2.3.	Project Manager	Per Hour	$ 155.00
14.2.4.	Senior Project Manager	Per Hour	$ 229.00
14.2.5.	Project Engineer	Per Hour	$ 187.00
14.2.6.	Senior Project Engineer	Per Hour	$ 237.00
14.2.7.	Project Programmer	Per Hour	$ 155.00
14.2.8.	Senior Project Programmer	Per Hour	$ 195.00
14.2.9.	Enterprise Solutions Group	Per Hour	$ 180.00
14.2.10	Solink Cloud 1-32 Camera	Per Month	$ 364.00
14.2.11	Solink Cloud 1-32 Camera	Per Month	$ 328.00
14.2.12	Solink Cloud 1-24 Camera	Per Month	$ 273.00
14.2.13	Solink Cloud 1-24 Camera	Per Month	$ 246.00
14.2.14	Solink Cloud 1-16 Camera	Per Month	$ 182.00
14.2.15	Solink Cloud 1-16 Camera	Per Month	$ 164.00
14.2.16	Solink Cloud 1-8 Camera	Per Month	$ 137.00
14.2.17	Solink Cloud VMS 1-8 Camera	Per Month	$ 119.00
14.2.18			
14.2.19	RATE BASED ON PRICEING PROVIDED CAN BE REQUESTED		
14.2.20	AND SENT DIRECTLY TO MEMBERS AGENCIES FOR THEIR		
14.2.21	SPECIFIC AREAS OF THE COUNTRY		
14.2.22			
14.2.23			
14.2.24			
14.2.25			
14.2.26			
14.2.27			
14.2.28			
14.2.29			
14.2.30			
14.2.31			

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	ADT Commercial, LLC.
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	NATIONWIDE

15. HIGH SECURITY CONTROL SYSTEMS (CATEGORY 15)

	HIGH SECURITY CONTROL SYSTEMS	Unit	Rate
15.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 244.00
15.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 155.00
15.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 194.00
15.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 244.00
15.1.5.	Repair - Telephone Support	Per Hour	$ -
15.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 260.00
15.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 160.00
15.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 210.00
15.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 260.00
15.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
15.1.11.	Monitoring/Maintenance - Option B (Service Plan)	% of system cost	18.00%
15.1.12.	Materials Mark-up	% of contractor cost	39.00%
15.1.13.	Subcontractor Mark-up	% of subcontractor cost	25.00%
15.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
15.2.1.	Administrator / Project Support	Per Hour	$ 110.00
15.2.2.	CAD/Design Specialist	Per Hour	$ 142.00
15.2.3.	Project Manager	Per Hour	$ 155.00
15.2.4.	Senior Project Manager	Per Hour	$ 229.00
15.2.5.	Project Engineer	Per Hour	$ 187.00
15.2.6.	Senior Project Engineer	Per Hour	$ 237.00
15.2.7.	Project Programmer	Per Hour	$ 155.00
15.2.8.	Senior Project Programmer	Per Hour	$ 195.00
15.2.9.	Enterprise Solutions Group	Per Hour	$ 180.00
15.2.10			
15.2.11	Hosted Client-Side VPN	Per Month	$ 199.00
15.2.12	Security Server Monitoring (non-NVR) Face First	Per Month	$ 129.00
15.2.13	Security Server Monitoring (non-NVR) PlateSmart	Per Month	$ 129.00
15.2.14	Security Server Monitoring (non-NVR) SQL	Per Month	$ 129.00
15.2.15	Security Server Monitoring (non-NVR) Access Control	Per Month	$ 129.00
15.2.16	NVR & IP Video Management	Per Month	$ 99.00
15.2.17	NVR & IP Video Management	Per Month	$ 50.00
15.2.18	Security Service Workstation Monitoring and Management	Per Month	$ 50.00
15.2.19	Cloud Device Health Alart Monitoring & Notification Eagle Eye	Per Month	$ 30.00
15.2.20	Cloud Device Health Alart Monitoring & Notification OpenEye	Per Month	$ 30.00
15.2.21	Security Only Network ADT Supplied	Per Month	$ 30.00
15.2.22	Security Only Network Customer Supplied	Per Month	$ 30.00
15.2.23	ADT Non-Hosted Access Control & Credentialing	Per Month	$ 25.00
15.2.24	WAP Management Cisco Classic	Per Month	$ 10.00
15.2.25	WAP Management Meraki	Per Month	$ 10.00
15.2.26	WAP Management Ubiquiti	Per Month	$ 10.00
15.2.27			
15.2.28	Intrusion alarm and Duress Monitoring	Per Year	$ 420.00
15.2.29	Intrusion alarm and Critical Condition Monitoring	Per Year	$ 420.00
15.2.30	Sole Path Cellular, Daily Supervision	Per Year	$ 396.00
15.2.31			

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	ADT Commercial, LLC.
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	NATIONWIDE

16. INSPECTIONS - MONITORING - MAINTENCE (CATEGORY 16)

	NY ADDITIONAL INSPECTIONS - MONITORING - MAINTENAC	Unit	Rate
16.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 237.00
16.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 142.00
16.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 187.00
16.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 237.00
16.1.5.	Repair - Telephone Support	Per Hour	$ -
16.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 260.00
16.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 160.00
16.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 210.00
16.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 260.00
16.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
16.1.11.	Monitoring/Maintenance - Option B (Service Plan)	% of system cost	18.00%
16.1.12.	Materials Mark-up	% of contractor cost	39.00%
16.1.13.	Subcontractor Mark-up	% of subcontractor cost	25.00%
16.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
16.2.1.	Supervised Waterflow and Critical Condition Monitoring	Per Year	$ 600.00
16.2.2.	Manual Fire Safety Monitoring	Per Year	$ 420.00
16.2.3.	Intrusion alarm, Fire Safety, Supervised Waterflow and Critical Conditic	Per Year	$ 540.00
16.2.4.	Intrusion alarm, Fire Safety and Supervised Waterflow Monitoring	Per Year	$ 480.00
16.2.5.	Intrusion alarm, Fire Safety and Duress Monitoring	Per Year	$ 540.00
16.2.6.	Intrusion alarm, Fire Safety and Critical Condition Monitoring	Per Year	$ 540.00
16.2.7.	Intrusion alarm, Waterflow and Critical Condition Monitoring Supervis	Per Year	$ 540.00
16.2.8.	Intrusion alarm and Supervised Waterflow Monitoring	Per Year	$ 480.00
16.2.9	Intrusion alarm and Fire Safety Monitoring	Per Year	$ 480.00
16.2.10	Intrusion alarm and Duress Monitoring	Per Year	$ 420.00
16.2.11	Intrusion alarm and Critical Condition Monitoring	Per Year	$ 420.00
16.2.12	Hold-up Alarm Monitoring - Add - 20 Sensors	Per Year	$ 60.00
16.2.13	Fire Safety, Supervised Waterflow and Critical Condition Monitoring	Per Year	$ 600.00
16.2.14	Fire Safety, Duress and Manual Pull Station Monitoring	Per Year	$ 420.00
16.2.15	Fire Safety, Critical Condition Monitoring and Medical Alert Monitoring	Per Year	$ 600.00
16.2.16	Fire Safety Monitoring	Per Year	$ 480.00
16.2.17	Fire Safety and Supervised Waterflow Monitoring	Per Year	$ 480.00
16.2.18	Fire Safety and Medical Alert Monitoring	Per Year	$ 420.00
16.2.19	Fire Safety and Critical Condition Monitoring	Per Year	$ 480.00
16.2.20	Fire Safety (FA) Monitoring - Addl Group - 20 Sensors	Per Year	$ 60.00
16.2.21	Elevator Phone Monitoring Service - Charge per line	Per Year	$ 300.00
16.2.22	Duress Monitoring - Add - 20 Sensors	Per Year	$ 60.00
16.2.23	Duress Alarm Monitoring Service	Per Year	$ 420.00
16.2.24	Critical Condition Monitoring - Add - 20 Sensors	Per Year	$ 60.00
16.2.25	Critical Condition Monitoring	Per Year	$ 420.00
16.2.26	Critical Condition and Medical Monitoring	Per Year	$ 420.00
16.2.27	Additional Monitoring Fee - Systems with more than 60 Sensor Devices	Per Year	$ 120.00
16.2.28	Additional Monitoring Fee - Systems with 41 - 60 Sensor Devices	Per Year	$ 60.00
16.2.29	Additional Monitoring Fee - Systems with 21 - 40 Sensor Devices	Per Year	$ 60.00
16.2.30	Waterflow Monitoring Supervised	Per Year	$ 420.00
16.2.31	Sole Path Cellular, Daily Supervision	Per Year	$ 396.00
16.2.32	FA - Daily Supervision Daily Cell Backup	Per Year	$ 540.00
16.2.33			

ATTACHMENT C – RFP 99SWC-S1820
INSURANCE SCHEDULE

INSURANCE SCHEDULE

1. **MINIMUM SCOPE AND LIMITS OF INSURANCE.** Consultant shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1.1. COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM

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

A. General Aggregate $2,000,000
B. Products – Completed Operations Aggregate $1,000,000
C. Personal and Advertising Injury $1,000,000
D. Each Occurrence $1,000,000

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

1.2. AUTOMOTIVE LIABILITY

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

A. Combined Single Limit (CSL) $1,000,000

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

1.3. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

1.3.1. Workers' Compensation ..... Statutory
1.3.2. Employers' Liability

A. Each Accident $100,000
B. Disease – Each Employee $100,000
C. Disease – Policy Limit $500,000

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

1.4. PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS LIABILITY)

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

A. Each Claim $1,000,000
B. Annual Aggregate $2,000,000

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

1.5. NETWORK SECURITY (CYBER) AND PRIVACY LIABILITY

A. Per Occurrence $1,000,000
B. Annual Aggregate $2,000,000

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

INSURANCE SCHEDULE

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

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

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

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

ATTACHMENT D

SOLICITATION 99SWC-S1820

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

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

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

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

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

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1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT

1.1. All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: www.leg.state.nv.us/law1.cfm.

1.2. Prospective vendors are advised to review Nevada ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

2. PROJECT OVERVIEW

2.1. PURPOSE

2.1.1. The State of Nevada, Purchasing Division (Lead State) is requesting proposals for Security & Fire Protection Services in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish Master Agreements with qualified vendors to provide Security & Fire Protection Services and related equipment for all Participating Entities. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the master agreement shall be five (5) years, with two (2) option periods of two (2) years each, following renewal provisions as outlined in *Section II of NASPO ValuePoint Master Agreement Terms and Conditions*.

2.1.2. It is anticipated that this RFP may result in Master Agreement awards to multiple contractors, in the discretion of the Lead State.

2.1.3. This RFP is designed to provide interested vendors with sufficient information to submit proposals meeting minimum requirements but is not intended to limit proposal content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

2.1.4. While the intent is to provide contracts that are available nationwide, the Lead State will consider proposals on a regional or individual state basis. Small businesses, women owned businesses, minority owned businesses, and veteran owned businesses are encouraged to propose.

2.1.5. Multistate use of an award is subject to the approval of the NASPO ValuePoint Executive Council. Awards not approved by NASPO ValuePoint may, at the option of the Lead State, result in a contract for use by the Lead State only. Awards and Master Agreements may be approved in whole or in part. Offeror agrees to hold the Lead State and NASPO harmless and release the Lead State and NASPO from any liability for damages arising from non-award or non-execution of a contract.

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

2.2.1. The State of Nevada Purchasing Division is the Lead State and issuing office for this document and all subsequent addenda relating to it.

2.2.2. The reference number for the Solicitation is **99SWC-S1820**. This number must be referenced on all proposals, correspondence, and documentation relating to the RFP.

2.2.3. The Lead State Contract Administrator identified on page 1 is the single point of contact during this procurement process. Vendors and interested persons shall direct to the Lead State Contract Administrator all questions concerning procurement process, technical requirements, contractual requirements, requests for brand approval, changes, clarifications, protests, award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement(s).

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

2.3.1. **Lead State** means the state conducting this cooperative procurement, evaluation, and award.

2.3.2. **Offeror** means a person, company, or firm who submits a proposal in response to this Request for Proposal.

2.3.3. **Proposal** means the official written response submitted by an Offeror in response to this Request for Proposal.

2.3.4. **Request for Proposals or RFP** means the entire solicitation document, including all parts, sections, exhibits, attachments, and addenda.

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

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

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

2.6. ANTICIPATED USAGE

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

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

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

3. SCOPE OF WORK

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

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

4. COST PROPOSAL

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

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

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

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

Schedule Attachment.

4.5. INSTRUCTIONS

4.5.1. Offeror must submit cost, prices and rates as required in *Cost Schedule*. No other cost format will be accepted. Offeror's proposed costs must be inclusive of all fees and charges, including but not limited to fees or charges for shipping, delivery, credit card payments, and personnel. All costs proposed by Offeror must also be inclusive of the NASPO ValuePoint administrative fee. Proposed costs incorporated into a Master Agreement resulting from this RFP represent not-to-exceed pricing and minimum discounts, where applicable. Except as permitted in Subsection 4.5.2, pricing offered to Participating Entities and Purchasing Entities must be no higher than pricing set forth in the Master Agreement.

4.5.2. A Participating Addendum may also require payment of an additional administrative fee by Contractors to a Participating Entity based on sales to Purchasing Entities within the jurisdiction of the Participating Entity. Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not-to-exceed the Participating Entity's fee. Such adjustments will have no effect on the NASPO ValuePoint administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity.

4.5.3. All parts, supplies, and equipment will be provided at offeror cost plus the fixed materials mark-up proposed. Receipts for materials may be required by Purchasing Entity to document offeror cost.

4.5.4. Vendor can agree to rates lower than those proposed with a Participating Entity in a Participating Addenda, service agreement, or project quote.

4.5.5. Inspection and Monitoring includes inspection and monitoring of fire extinguishing systems, fire sprinkler systems, alarm monitoring, and fire alarm/protective signaling for offerors who provide those services but not installation/repair.

5. ATTACHMENTS

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

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

5.2. PROPOSAL ATTACHMENTS. To be completed and returned.

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

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

6. TIMELINE

6.1. All questions regarding this RFP shall be submitted using the Bid Q&A feature in NevadaEPro by the deadline below.

6.2. The following represents the proposed timeline for this project.

6.2.1. All times stated are Pacific Time (PT).
6.2.2. These dates represent a tentative schedule of events.
6.2.3. The Lead State reserves the right to modify these dates at any time.

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

C. Deadline for References ..... No later than 5:00 pm on 02/22/2023
D. Deadline Proposal Submission and Opening..... No later than 2:00 pm on 02/23/2023
E. Evaluation Period (estimated) ..... 02/23/2023 – 03/21/2023
F. Evaluation Sourcing Team 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 contact 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.

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.

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.

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

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

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

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

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

2.9.2. Additional Requirements

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

2.10. KITCHEN FIRE SUPPRESSION – COMMERCIAL HOOD SYSTEM

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

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

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

2.10.4. Inspections

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

2.10.5. Additional Requirements

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

2.11. COMMERCIAL HOOD SYSTEMS CLEANING

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

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 programing 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

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:

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.

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

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

VENDOR INFORMATION RESPONSE

Vendors shall complete and return this form in their proposal.
If the proposal includes subcontractors, form must be completed for each subcontractor as well.

1. VENDOR CONTACT INFORMATION

1.1 COMPANY NAME AND CONTACT INFORMATION:

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

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

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

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

VENDOR INFORMATION RESPONSE

2. VENDOR INFORMATION

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

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

2.2 VENDOR LICENSING

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

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

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

VENDOR INFORMATION RESPONSE

2.3 STATE OF NEVADA EXPERIENCE

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

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

2.3.2 Table can be duplicated for each contract being identified.

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

2.4 CURRENT OR FORMER EMPLOYEE

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

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

2.5 PRIOR OR ONGOING CONTRACTUAL ISSUES

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

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

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

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

2.5.4 Table can be duplicated for each issue being identified.

VENDOR INFORMATION RESPONSE

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

3. PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD

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

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

4. NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION

Requested Information	Response
Name:	
Title:	

4.1 SIGNATURE OF INDIVIDUAL AUTHORIZED TO BIND THE VENDOR

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

Vendor 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 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 99SWC-VQ13364

ATTACHMENT E

VENDOR PROPOSAL

NASPO ValuePoint

Security & Fire Protection Services

Nevada Solicitation Number 99SWC-S1820

TECHNICAL PROPOSAL SECTION

February 20, 2023

ADT Commercial

Powered by Experience. Driven by Excellence.™

NASPO ValuePoint

February 20, 2023

State of Nevada Department of Administration / Purchasing Division
ATT: Nancy Feser - Purchasing Officer II
515 East Musser Street, Suite 300
Carson City, Nevada 89701

SUBJECT: ADT Commercial LLC. Response to Nevada RFP 99SWC-S1820

Dear Ms. Feser

Thank You for the opportunity to allow ADT Commercial LLC (ADTC) to submit a response to the State of Nevada RFP 99SWC-S1850 for NASPO ValuePoint Master Agreements for Security and Fire Protection Services. Our team has read and understands all terms and conditions of RFP 99SEC-S1850 and will comply fully to the solicitation and has provided a response for all categories and sections listed below.

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

ADTC is a national security and life safety provider with 150+ company-owned offices in the U.S., staffed by local leaders delivering prompt service, comprehensive security, and fire and life safety solutions—all while laser-focused on innovation and customer service excellence. We measure success on achieving customer goals and developing strong, long-lasting partnerships through every project and customer interaction.

We look forward to next-step discussions in order to provide with best-in-class solutions and service as your One Ideal Partner, and to help you achieve your security, fire and fire protection services objectives now and into the future. Thank you for your consideration.

Scott Wulforst
Director, State Local Government Programs
ADT Commercial LLC

Executive Summary

RFP 99SWC-S1820

Executive Summary

Powered by Experience. Driven by Excellence.

ADT Commercial is proud to submit our proposal in response to the NASPO Valuepoint and State of Nevada Solicitation Number 99SWC-S1820 for Security and Fire Protection Services.

In this proposal, we offer a comprehensive range of services including fire alarm systems, burglar alarms, access control systems, closed-circuit television (CCTV), and Fire sprinkler systems. Our team of experienced technicians and state-of-the-art technology will ensure that your facilities are protected 24/7 against any potential threats.

We are committed to delivering exceptional service and value to our customers. Our pricing structure is transparent and competitive, and we offer flexible financing options to help meet the needs of any budget.

We believe that our commitment to customer satisfaction, our expertise in security and fire protection solutions, and our ability to deliver high-quality service at a fair price make us the ideal choice for the State of Nevada. We look forward to the opportunity to supply a secure and protected environment for the state's facilities.

We are confident that we have the experience, resources, and commitment to meet the needs of the NASPO Valuepoint agencies and the State of Nevada, and we look forward to the opportunity to partner with the state to provide the highest level of security and fire protection services.

Our organization

As part of one of the most trusted names in security that was founded in 1874 and headquartered in Boca Raton, Florida, ADT Commercial is one of the largest commercial systems integrators in the U.S., with 150+ locations and over 5,000 dedicated commercial employees specializing in security, fire and life safety.

ADT is among the most respected, trusted, and well-known brands in the security industry. The strength of our brand is built upon a long-standing record of providing high-quality and reliable security services and committing to superior customer care and service expertise. We seek opportunities that allow us to leverage our brand name as well as focus on security and trust among our customer base. We believe our decades of experience help us design and deliver solutions uniquely tailored to our customers' needs across multiple industries and vertical markets.



With ADT Commercial, you'll benefit from decades of enterprise-level industry experience, custom solutions design, and specialized training. We are a national company with highly trained local professionals who provide innovative security solutions and services, expert installation, and unparalleled customer service. We commit that only trained and qualified technicians will be dispatched by our operations team to service the systems at our customers' sites. We have thousands of dedicated commercial technicians with an average tenure of over 9 years to help deliver an exceptional service experience.

Your security needs and challenges are our top priority and providing a comprehensive approach to address them is our mission. You'll benefit from our commercial focus, in-depth industry knowledge, and capabilities that encompass your market and organization. We've grown our commercial technical competency to serve customers in a unique way with the scale and expertise to help meet our customers' needs throughout the

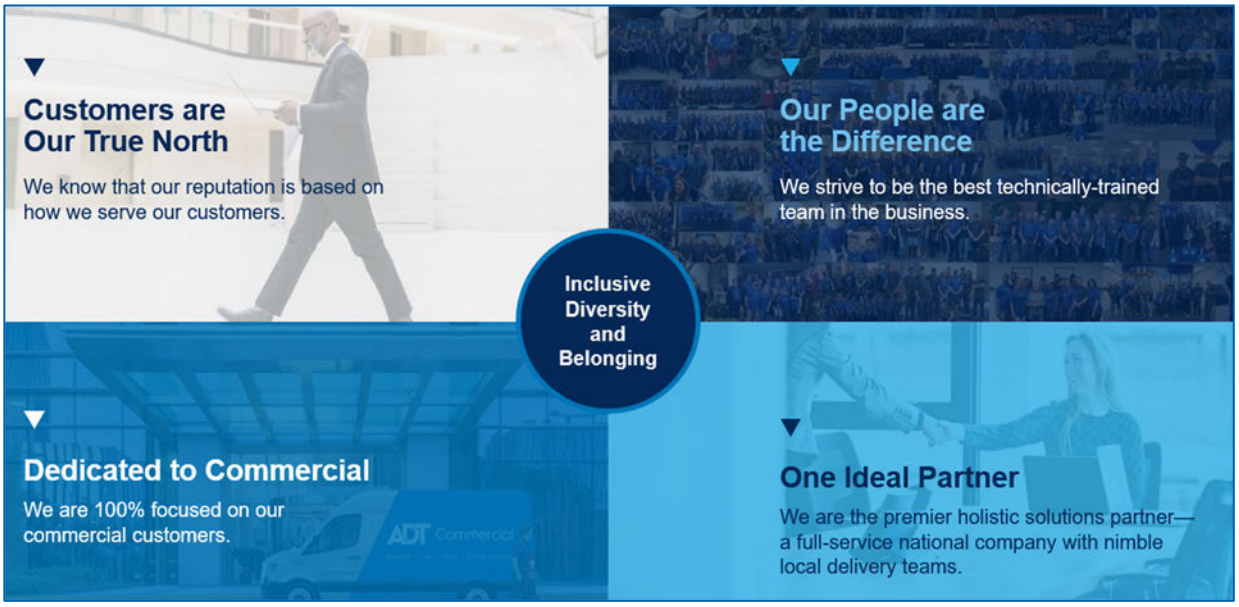
U.S. Our commercial teams have a single-minded focus on our commercial customers and many of our team members have dedicated their careers to the security, fire, and life safety industries.

OUR GUIDING PRINCIPLES – These guiding principles are the foundation of ADT Commercial. They drive our success as we strive to deliver customer service excellence at every point of interaction, we're focused on continuing to grow our team of experts, including our critical tech support agents, sales team members, project managers, and the most technically-trained technicians in the industry—and we've made incredible strides. Our teams are 100% focused on our customers in the state, local and education markets. We take a comprehensive approach to manage our customer's risks and help to ensure all solutions are working together.

Powered by Experience - Our local leaders aim to achieve customer goals and develop a strong, long-lasting partnership based on that success through every project and customer interaction. Only trained and qualified technicians are dispatched to service the systems at our customer sites. We have thousands of our technicians with an average tenure of over 9 years to help deliver an exceptional service experience.



Many large security companies employ and contract with outside dealers to represent their interests, ADT Commercial hires our own security sales consultants, technicians, and operational employees to interact with our valued customers. We are a national company with highly trained **local professionals** who provide innovative security products and services, expert installation, and unparalleled customer service.



Our mission is to protect your students, staff, and institutions, not only with advanced technology but also with our skilled professionals who understand the investments at stake. We're passionate about delivering excellent customer service and doing what we say we'll do—when we say we'll do it.

Driven by Excellence - Your security needs and challenges are our top priority and providing a comprehensive approach to address them is our mission. You'll benefit from our commercial focus, in-depth industry knowledge, and capabilities that encompass your market and environment. We've grown

our commercial technical competency to serve customers in a unique way—with the scale and expertise to help meet our customers' needs throughout the U.S. and local territories. Our commercial teams have a single-minded focus on our commercial customers— Many of them have dedicated their careers to the security, fire, and life safety industries.

Innovation Never Stops. Neither Do We.

At ADT Commercial, we understand the importance of looking toward the future, and we're driving excellence across the industry by identifying technologies and opportunities to continuously deliver new and innovative solutions. We're approaching innovation with the customer in mind, pushing for new levels in security that will shape the next generation of the industry.

Our Innovation Lab found in Irving, TX is our dedicated space for exploring new and emerging technologies, security applications and more. Our innovation partners, engineers, and project managers on-site every day at our Innovation Lab is constantly looking for revolutionary ways to help advance the commercial security industry and build that path forward through innovative technology.

We are actively developing, investing in, and piloting groundbreaking solutions, ranging from ethical AI and drone technologies to humanoid robotics, augmented reality solutions, emerging analytics and more. We pride ourselves in being initiative-taking and purposeful in our approach to innovation and are always expanding into emerging markets and technologies – all while enhancing the services and solutions at the core of our everyday business.

Our Advantage

What helps make us an industry leader is plain and simple—we strive to deliver an outstanding customer experience at all points of interaction.

Coverage across the U.S.

We have a national footprint with 150+ locations, 5,000+ commercial employees, 300,000+ customer locations, and 3 dedicated monitoring and operations centers.



Product and service offerings

Our Technology & Services Offerings - We are committed to delivering the latest in technology while providing our clients with customer service excellence. Modern technologies provide solutions that can help State, Local and Educational institutions address their safety concerns, empowering schools to focus on keeping their students, staff, and communities safe. When it comes to the safety and security of schools, you need experts on the job. The ADT Commercial team of professionals brings an unmatched breadth of expertise and years of hands-on experience to every challenge.

Our State and Local Government Solutions

- Access Control Solutions
- Fire and Safety
- Monitoring
- Panic Button
- Intercom
- Drones
- Contact Tracing
- Intrusion Detection
- Video Surveillance
- Remote Guard Tours



- Cyber Security
- Fire Sprinkler
- Occupancy management
- Traffic flow analysis
- Real-time visitor management
- Modernizing fire safety
- Risk Assessment & Management
- Infrastructure as a service (IaaS)
- Emergency Responders (ERCES)
- Perimeter Detection
- Command & Control Systems

We can help you create a comprehensive security plan, then install, test, inspect, monitor, service and teach your people how to use it. Whether you want to integrate with a legacy system, start from nothing or just add in a video system, we can help select and implement the latest advanced technologies that are right for your school or district. One call to ADT Commercial will connect you with a team that can handle all your life safety, fire, and security needs. From customization assistance and installation to maintenance and monitoring, our experienced team is with you every step of the way with hands-on service and local knowledge.

Our Community Involvement Giving and Charity - ADT Commercial is committed to not only serving communities through quality security and life safety solutions but also to giving back to our local heroes and organizations through volunteerism and philanthropy. During the COVID-19 crisis, ADT Commercial teams across the country have shown unwavering dedication to our mission as one of the



strongest, most compassionate, and nimble organizations in the industry. Our people and our broader organization have remained devoted to supporting their communities, despite the challenges posed by a

tumultuous year. We have continued to innovate and invest in our communities during these challenging times, building momentum and moving forward to enact positive change within our people's lives, the security industry, and the world. The Company and the communities we serve.

Throughout America, our team members give back as part of ADT Always Cares, a corporate-wide citizenship program comprised of employee-directed volunteerism and philanthropy. In 2022, we contributed approximately $750,000 to more than 100 non-profits, ranging from local food banks and homeless shelters to many national organizations. In 2021, ADT's contributions were significantly higher, at approximately $1.6 million, to address social issues that were exacerbated by the pandemic, including food insecurity and homelessness.



We also supported ADT customers whose small businesses were affected by social unrest. Employee volunteer hours were dramatically impacted by the pandemic, dropping from several thousand hours in prior years to a combined 2020/2021 total of approximately 2,500 hours of time. ADT team members are very passionate about their communities, and we are looking forward to returning to normal levels of volunteerism. Additionally, we identified five students to receive four-year scholarship s and ongoing mentoring from ADT leaders as part of our support for the United Negro College Fund. ADT Always Cares also supports Inclusive Diversity and Belonging initiatives by contributing to causes involving our BERGs. Through our LifeSaver Awards program, we support first responders, especially volunteers, which comprise about 70 percent of all firefighters and EMTs nationwide, according to the National Volunteer Fire Council ("NVFC"). In smaller communities, volunteer fire departments are on the front lines — the only defense against fires, natural disasters, and other emergencies. During the pandemic, many of these departments, which heavily depend on fundraising, were unable to hold events and experienced budget shortfalls. In 2021, ADT granted $10,000 to each of the five volunteer fire departments it selected in partnership with the NVFC, to recognize their service and ensure they are set up for success with equipment, training, and other needs for a quick and thorough emergency response.







Inclusive Diversity and Belonging – One crucial element of this effort is the activation of eight Business Employee Resource Groups ("BERGs") with a ninth for young professionals launching in 2022. Enthusiastically received by employees and leadership alike, each BERG has at least one executive or senior sponsor who works collaboratively with participants. Our leaders and team members are engaged and fully committed to making meaningful cultural change and advancing understanding and appreciation of each other.



Just getting underway, the BERGs serve a valuable role in building a sense of belonging, and supporting personal and professional development, learning, and networking opportunities, and are consistently growing in membership. Like the IDB Council, BERG members come from all business areas. We are developing a platform of networking, and ongoing learning and exchange that will benefit business results, the workplace, and our communities. Each BERG engages in several activities, including lunch and learns, community engagement, mentoring programs, and advocacy.

> "Our people must feel they can bring their whole selves to work — regardless of who they are, what interests them, or their individual style. The power to connect is critical — that's why I love the BERGs."
>
> Harriet Harty
> Executive Vice President & Chief Administrative Officer

ADT Commercial is a trusted partner who cares for its employees its communities to make certain our team can take care of you, our clients. We make it our business to understand the unique workings of your challenges and needs.

We're big enough to handle the largest challenges with the very latest in technology but local so we can be right there when you need us. Our teams are ready to support the State of Nevada and NASPO Valuepoint Partners to assist them with the security and life safety needs now and in the future.

Scott Wulforst
Senior Director, State Local Government Programs
ADT Commercial LLC

Technical Proposal

RFP 99SWC-S1820

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Mandatory Minimum Requirements

RFP 99SWC-S1820

7. MANDATORY MINIMUM REQUIREMENTS

ADT Commercial has reviewed Section 7 of RFP 99SWC-S1820, which details the mandatory minimum requirements, and is now familiar with the outlined specifications.

7.1. 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.

CONFIRM

7.2. 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.

CONFIRM

7.3. 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.

CONFIRM

7.4. 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).

CONFIRM

7.5. 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.

CONFIRM

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

CONFIRM

7.7. 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.

CONFIRM

7.8. 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).

CONFIRM

7.9. 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.

CONFIRM

Critical Items

RFP 99SWC-S1820

8. CRITICAL ITEMS

ADT Commercial has reviewed Section 8. Critical Items of RFP 99SWC-S1820 and has thoroughly read and understood the specifications provided therein.

8.1. 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.

8.2. NASPO ValuePoint MASTER AGREEMENT STATEMENT OF COMPLIANCE

8.2.1. 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.

8.2.2. 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.

8.2.3. Offerors must include a statement in their Proposal that they have read and understand all terms and conditions and will comply fully.

8.3. NASPO ValuePoint ADMINISTRATIVE FEE AND REPORTING REQUIREMENTS

8.3.1. 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.

8.3.2. 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.

ADT COMMERCIAL AGREES TO SECTIONS OF 9. CRITICAL ITEMS.

8.4. PROMOTION OF THE NASPO ValuePoint MASTER AGREEMENT

8.4.1. 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.

ADT Commercials is a leading provider of security and life safety solutions for the state, local, and education market. Our company has many years of experience working with contracting cooperatives in these vertical markets, leveraging their expertise to deliver cost-effective and efficient solutions to their state, local and education agencies.

One of the keyways in which ADT Commercials has differentiated itself from its competitors is through its strong national and local partnerships with contracting cooperatives.

ADT Commercials has built broad knowledge and experience working with some key coop partners, including the National Association of State Procurement Officials (NASPO) ValuePoint. Through these partnerships, ADTC has been able to secure preferred supplier status, allowing our organization to offer the best value products and services to the member agencies of the cooperatives.

In addition to its partnerships with contracting cooperatives, ADT Commercials has also established a dedicated state and local government team. This team is made up of experienced professionals who understand the unique needs of the state, local, and education market, and who are focused solely on serving this customer segment.

Our dedicated team has a deep understanding of the regulatory and compliance requirements that must be met in this market sector, and they work closely with customer agencies to ensure that the solutions ADTC delivers are tailored to meet the agencies specific needs. Whether it is the installation of a new security system or the implementation of a comprehensive life safety solution, the ADTC SLED team is committed to delivering the highest quality experience through service and support.

ADTC experience working with coop organizations and its dedicated state and local government programs team have been key drivers of its success in the SLED market. By leveraging its partnerships with these organizations, and by delivering high-quality solutions and services through its dedicated team, ADTC has established itself as a leader, and continues to deliver value to its customers.

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.

ADTC Currently has contracts with the following cooperative organizations. No restrictions are currently imposed by these cooperative contracts.

NAME	DESCRIPTION	CONTRACT	SPEND 2022
NASPO	Security & Fire Protection Services (2017-2023)	3407	7M
OMNIA	Technology Integration & Security System Services (2022 -2027)	R220701	1.7M
TIPS-USA	Technology Solutions, Products and Servies (2021 -2026)	220105	524K
KPC	Building Security Products & Services (2022 - 2024)	CLS2022.011	1.2M

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

ADT Commercial is committed to marketing its NASPO Value Point Master Agreement to potential Participating Entities, including state governments, to encourage their participation and help them understand the benefits of collaborating with our company. Our marketing strategy consists of several key elements that we believe will help us reach our target audience and effectively communicate the benefits of the Master Agreement.

COMMUNICATION: To raise awareness, we will release a co-branded press statement announcing the award of the Master Agreement, including a quote from our executive leadership endorsing the relationship. This will be distributed to relevant trade publications and shared with ADT Commercial employees through internal communications and with external stakeholders through our social media channels. Ongoing messaging will be created to promote the Master Agreement in trade publications, both nationally and regionally, throughout the duration of the award.

DIGITAL: The co-branded press release will be published on the ADT Commercial website's Resources section, which highlights industry news and alerts. A dedicated, co-branded landing page will be created on the ADTC website to highlight the details of the Master Agreement award, including the original Request for Proposal submission, a summary of our products and services, and corresponding marketing materials. This page will be updated by our marketing team regularly, and website traffic will inform future updates.

SOLUTIONS: The Master Service agreement will be promoted by our SLED team through co-branded marketing materials such as brochures, sell sheets, presentation resources, case studies, and training documents. These materials will be distributed by marketing to ADTC employees, stored on an internal SharePoint website, and featured on the co-branded landing page as needed.

EVENTS: ADTC will identify and participate in priority trade shows, conferences, and meetings throughout the term of the Master Agreement, including events like the NIGP Annual Forum, NPI Conference, Regional NIGP Chapter Meetings, and Regional Coop Summits and NASPO Valuepoint exchange meetings. Our State and Local Government team will be actively involved in these events, and our local teams will also be encouraged to attend important events.



Finally, we will create a robust online presence to provide information and resources to potential Participating Entities. This will include a dedicated section on our website that provides details on the Master Agreement, as well as a resource center that includes case studies, testimonials, and other relevant information.

ADTC's marketing strategy for the Master Agreement is focused on reaching potential Participating Entities through a combination of targeted digital advertising, face-to-face interactions, leveraging existing relationships, and a strong online presence. We are confident that these efforts will help us to achieve our goal of encouraging participation among state governments and other potential Participating Entities.

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

ADTC is committed to increasing the usage of its NASPO Valuepoint Master Agreement by State and Local Purchasing Entities. To achieve this goal, we have developed a multi-pronged approach that will leverage a combination of marketing and engagement strategies.

Communication is a critical aspect of our plan to encourage usage of our Master Agreement. We will establish regular communication with State and Local Purchasing Entities through a variety of channels, including email, phone calls, and in-person visits. During these interactions, we will educate members on the benefits of our Master Agreement, including the streamlined procurement process and cost savings that can be achieved through its use. We will also address any questions or concerns each member may have and provide each with the necessary information and resources to make informed decisions.

To build awareness of our Master Agreement and its benefits, we will develop and distribute marketing materials, such as brochures, presentations, and case studies. These materials will highlight the key features of the agreement and showcase its impact on State and Local Purchasing Entities that have already used it. We will also utilize our website, social media channels, and trade publications to reach a wider audience and promote our Master Agreement.

ADT Commercial will participate in relevant local trade shows, conferences, and meetings where State and Local Purchasing Entities are present. During these events, we will network with attendees and promote the benefits of our Master Agreement. This will provide us with the opportunity to engage with State and Local Purchasing Entities directly and build relationships with them.

We recognize that State and Local Purchasing Entities may need additional support to effectively use our Master Agreement. As such, we will provide training sessions and workshops to help them understand the procurement process and how to use the agreement to their advantage. These sessions will be designed to be interactive and engaging, and we will make sure that attendees leave with a clear understanding of how to use our Master Agreement to save time and money.

Our multi-faceted approach, which leverages communication, marketing, events, and training, will help us build awareness of the agreement and its benefits, address any questions or concerns, and provide support to State and Local Purchasing Entities as they use it. We are confident that this approach will help us achieve our goal of increased usage of our Master Agreement and ultimately, benefit State and Local Purchasing Entities through cost savings and streamlined procurement processes.

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?

Much like our interactions with customers during a design and discovery phase of a project, ADTC takes a collaborative partner approach to the mutual development of a state and local agency Participating Addenda. Our company recognizes that each agency has unique requirements and needs, and it strives to understand these requirements to develop customized Participating Addenda that meet the specific needs of each agency.

In order to provide maximum flexibility to Participating Entities, ADT Commercial allows entities to incorporate entity-specific language into their Participating Addenda. This language can include provisions related to procurement procedures, terms and conditions, and performance requirements. ADTC works closely with each entity to understand its specific needs and to incorporate the necessary language into the Participating Addenda.

Regarding the requirement for entities to provide statutory citations for specific language, **ADT Commercial does not require entities to provide such citations.** ADT Commercial takes a collaborative approach to review the Participating Addenda and provides Participating Entities with flexibility in incorporating entity-specific language into their Participating Addenda. ADTC does not require entities to provide statutory citations for specific language in order to ensure compliance with all relevant laws and regulations.

8.5. 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.

ADT Commercial, LLC. Is fully insured, as evidenced by the sample "Certificate of Insurance" on the following page. Please note that we are also able and prepared to meet any additional insurance requirements that will be required to conduct business in a particular state or with individual entities.

SAMPLE "CERTIFICATE OF INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc.
1560 Sawgrass Corporate Pkwy, Suite 300
Sunrise, FL 33323-2858
Attn: ADT.certs@marsh.com

CN109418288-ADT-GAWU-22-23

INSURED
ADT Commercial, LLC
1501 Yamato Road
Boca Raton, FL 33431

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B : ACE Property And Casualty Ins Co	20699
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: NYC-011462113-66 REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			MWZY 31431822	10/01/2022	10/01/2023	EACH OCCURRENCE	$ 4,500,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X SIR: $500,000						MED EXP (Any one person)	$ 10,000
	X Professional Liab Included						PERSONAL & ADV INJURY	$ 4,500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 9,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 9,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			MWTS 31431922	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			G28166837 007	10/01/2022	10/01/2023	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			MWC 31431722 (AOS)	10/01/2022	10/01/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$ 2,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 2,000,000

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

CERTIFICATE HOLDER
ADT Commercial LLC
1501 Yamato Road
Boca Raton, FL 33431

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Marsh USA Inc.

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8.6. VENDOR BACKGROUND

8.6.1. Provide a description of vendor background and history and explain how vendor is qualified to provide the services described in this RFP.

Founded in 1874 as the American District Telegraph Company, ADT delivered the most advanced communications technology of the 1800s, the telegraph system. In the 1890s, ADT embraced the call box where specific signals could be transmitted by a watchman to a district office alerting the company to specific needs of a customer.

ADT continued growing and innovating through the decades. During the roaring twenties, ADT made significant additions to its line of burglar, holdup and fire alarm systems through its own research and development. On the eve of World War II, the company developed technologies which would **help protect factories making weapons**. The 1950s and 1960s saw ADT making tremendous growth, **creating the first automated central station**.

In February of 2016, ADT was purchased by Apollo Global Management and merged with Protection 1, making it the largest security company in the world today servicing over eight million customers. In January 2018, ADT again emerged as a public company, trading on the New York Stock Exchange. Our company has continued to build on its commercial capabilities with more than 16 strategic acquisitions in recent years, to ultimately enhance its customer service capabilities, geographic footprint and help to expand its enterprise solutions and technology offerings.

As demand for commercial services and complex security integration grew, ADT Commercial LLC emerged in 2020 as a separate operation from the residential business. ADT Commercial is founded on decades of experience serving commercial and National Accounts clients. It employs more than 5000+ dedicated commercial associates. ADT Commercial operates more than 150 sales and service locations across the U.S., serving commercial and enterprise-level clients, leveraging our national footprint and local expertise. We've grown our commercial technical competency to serve customers in a unique way—with the scale and expertise to meet the security, fire, life safety and risk management needs of commercial customers throughout the U.S. Our leadership is 100% dedicated to commercial security—having spent most of their careers in the industry. The ADT Commercial vision is to offer a unified approach to the complex security needs of commercial customers across vertical markets.



ADT, a Limited Liability Corporation, is headquartered at 1501 Yamato Road, Boca Raton, FL, 3343, was founded in 1874, and has been providing security, fire, and life safety services since our founding. Our ADT Commercial division includes over 150 branches and 5000 employees dedicated to serving our commercial clients.

ADT Commercial is qualified to provide the services described in RFP 99SWC-S1820 for security and fire protection installation and services due to our extensive experience and expertise in the field. ADT

Commercial is a leading provider of security and fire protection solutions, with a long track record of successfully delivering such services to commercial and industrial clients across the United States.

Our team of highly trained and certified professionals who specialize in security and fire protection systems installation, maintenance, and monitoring. They have the technical knowledge and skills necessary to design and install complex security and fire protection systems that meet the specific needs of each client.

Additionally, ADT Commercial has access to the latest technologies and innovations in the field of security and fire protection systems. They are equipped to install and maintain the most advanced systems available, including fire alarm and suppression systems, intrusion detection systems, access control systems, and video surveillance systems.

Furthermore, ADT Commercial has a strong focus on customer service and support. They are committed to providing their clients with 24/7 support and quick response times in case of emergencies. They also offer regular maintenance and testing services to ensure that their clients' security and fire protection systems are always operating at peak efficiency.

Overall, ADT Commercial's extensive experience, technical expertise, access to the latest technologies, and commitment to customer service make them a highly qualified provider of security and fire protection installation and services as described in RFP 99SWC-S1820.

8.6.2. 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.

In February of 2016, ADT Commercial partnered with Apollo Global Management and merged with Protection 1, making ADT the largest security company globally. In January 2018, ADT again emerged as a public company, trading on the New York Stock Exchange. The company has continued to build on its commercial capabilities with more than twenty strategic acquisitions in recent years, to enhance its customer service capabilities, geographic footprint and help to expand its enterprise solutions and technology offerings.



Built on customer service excellence and strengthened by a broad portfolio of solutions—our sustained growth and future financial health is due to our ability to partner and invest in innovative technologies.

8.6.3. Vendor Profile

A. Company full legal name

ADT COMMERCIAL, LLC.

B. Primary business address

Corporate Headquarters:

1501 Yamato Road, Boca Raton, FL 33431

Phone: (561) 672-3737 / Fax: (561) 672-3738

C. Describe company ownership structure

LIMITED LIABILITY CORPORATION

ADT Commercial LLC is an indirect owned subsidiary of ADT Inc., a publicly traded corporation with shares listed on the New York Stock Exchange [NYSE: ADT]. ADT Inc. is a "controlled company" and most of its shares of common stock are beneficially owned by funds affiliated with or managed by affiliates of Apollo Global Management, Inc., a publicly traded company [NYSE: APO].

D. Employee size (number of employees)

5000

E. Website

WWW.ADT.COM/COMMERCIAL

F. Sales contact information

PRIMARY SALES CONTACT INFORMATION

NATIONAL	SCOTT WULFORST	SCOTTWULFORST@ADT.COM	775-287-8110
NATIONAL	SPRING KNICKRHEM	SKNICKREHM@ADT.COM	316-352-2628
REGIONAL SALES CONTACTS			
N. EAST	STEVEN BAKER	STEVENBAKER@ADT.COM	603-765-5295
WEST	BRIAN COLLIGNON	BRIANCOLLIGNON@ADT.COM	619-884-6360
S. EAST	VICKY LOWE	VICKYLOWE@ADT.COM	201-755-8757
CENTRAL	PAT LEEK	PATLEEK@ADT.COM	480-344-6318
NATIONAL	GREG MASTROSARIO	GMASTROSERIO@ADT.COM	

ADT COMMERCIAL BRANCH LOCATIONS

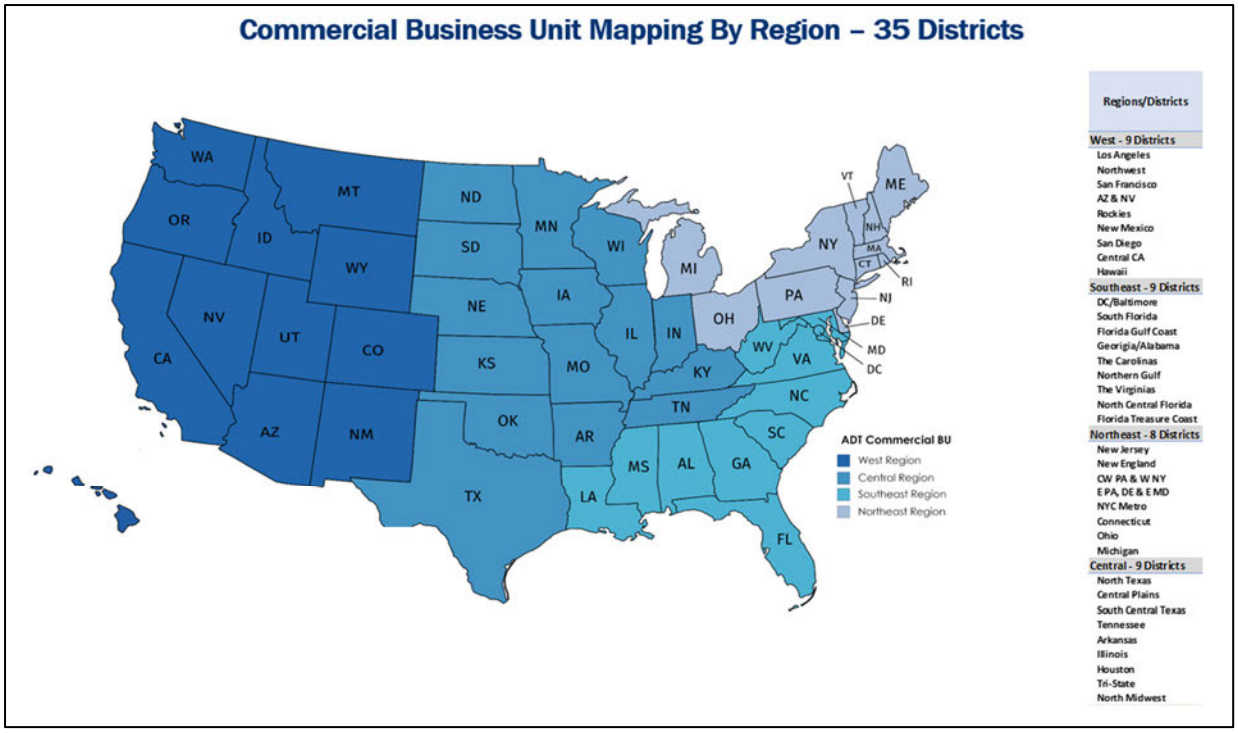
ADT Commercial - Pelham 291 C Cahaba Valley Parkway Pelham, AL 35124	ADT Commercial - Lowell 811 N Bloomington St #6703 Lowell, AR 72745	ADT Commercial - North Little Rock 4950 North Shore Lane #6820 North Little Rock, AR 72118
ADT Commercial - Tempe 2611 South Roosevelt Street #101 Tempe, AZ 85282	ADT Commercial - Fremont 4384 Enterprise Place Fremont, CA 94538	ADT Commercial - Los Angeles 2705 Media Center Drive Los Angeles, CA 90065
ADT Commercial - Orange County 210 W Baywood Avenue Orange County, CA 92865	ADT Commercial - Rancho Cordova 3164 Gold Camp Drive #200 Rancho Cordova, CA 95670	ADT Commercial - Redlands 25809 Business Center Drive #F Redlands, CA 92867
ADT Commercial - San Diego 10107 Carroll Canyon Road San Diego, CA 92131	ADT Commercial - Fresno 4741 W Shaw Ave #107 Fresno, CA 93722	ADT Commercial - Denver 6510 Franklin Street Denver, CO 80229
ADT Commercial - North Haven 118 Quinnipiac Ave North Haven, CT 06473	ADT Commercial - Miramar 10761 Marks Way Miramar, FL 33025	ADT Commercial - Palm City 3150 SW 42nd Ave Palm City, FL 34990
ADT Commercial - Tampa 1309 North Ward Street Tampa, FL 33607	ADT Commercial - Winter Garden 671 Garden Commerce Parkway #100 Winter Garden, FL 34787	ADT Commercial - Fort Myers 13851 Plantation Road Fort Myers, FL 33912
ADT Commercial - Gainesville 3205 SW 47th Ave Gainesville, FL 32608	ADT Commercial - Jacksonville 8120 Nations Way #203 Jacksonville, FL 32256	ADT Commercial - Niceville 4400 East Highway 20 #316 Niceville, FL 32578
ADT Commercial - Sarasota 2829 Cattlemen Road Sarasota, FL 34232	ADT Commercial - Tallahassee 119 Hamilton Park Drive #4 Tallahassee, FL 32304	ADT Commercial - Atlanta 3980 DeKalb Tech Parkway #800 Atlanta, GA 30340
ADT Commercial - Savannah 1000 Business Center Dr. #140 Savannah, GA 31405	ADT Commercial - Aiea 99-930 Iwaena Street #B102 Aiea, HI 96701	ADT Commercial - Boise 2950 S Victory View Way Boise, ID 83709
ADT Commercial - Burr Ridge 8160-8162 South Madison Street Burr Ridge, IL 60527	ADT Commercial - Lombard 2505 South Finley Road #240 Lombard, IL 60148	ADT Commercial - Fishers 11918 Exit 5 Pkwy Fishers, IN 46037

ADT Commercial - Lenexa 15431 W 100th Terrace Lenexa, KS 66219	ADT Commercial - Wichita 8200 E 34th Street North #1204 Wichita, KS 67226	ADT Commercial - Louisville 2700 Diode Lane Louisville, KY 40299
ADT Commercial - Saint Rose 160 James Dr E #300 Saint Rose, LA 70087	ADT Commercial - Baton Rouge 11301 Industriplex Boulevard #3 Baton Rouge, LA 70809	ADT Commercial - Shreveport 2535 Bert Kouns Industrial Loop #223 Shreveport, LA 71118
ADT Commercial - Holyoke 9 Sullivan Road Holyoke, MA 01040	ADT Commercial - Taunton 300 Myles Standish Blvd #100 Taunton, MA 02780	ADT Commercial - Columbia 9108 Guilford Rd #H Columbia, MD 21046
ADT Commercial - Portland 10 Manuel Drive #16 Portland, ME 04103	ADT Commercial - Novi 22325 Roethel Dr. Novi, MI 48375	ADT Commercial - Brooklyn Park 9210 Wyoming Avenue North #240 Brooklyn Park, MN 55445
ADT Commercial - Maryland Heights 225 Millwell Drive Maryland Heights, MO 63043	ADT Commercial - Ozark 5102 N. 22nd Street Ozark, MO 65721	ADT Commercial - Biloxi 291 Covenant Square Drive #C Biloxi, MS 39531
ADT Commercial - Pearl 195 Country Place Pkwy #A Pearl, MS 39208	ADT Commercial - Clayton 3821 Powhatan Rd Clayton, NC 27520	ADT Commercial - Wilmington 3810 US Highway 421 North #130 Wilmington, NC 28401
ADT Commercial - Arden 44 Buck Shoals Road #B-1 Arden, NC 28704	ADT Commercial - Charlotte 2530 Whitehall Park Dr. #500 Charlotte, NC 28273	ADT Commercial - Winston Salem 965 Pinebrook Knolls Dr Winston Salem, NC 27105
ADT Commercial - Branchburg 59 Chambers Brook Road Branchburg, NJ 08876	ADT Commercial - Edison 185 Campus Drive Edison, NJ 08837	ADT Commercial - Wall Township 1345 Campus Parkway #A18 Wall Township, NJ 07753
ADT Commercial - Albuquerque 8601 President Place NE #B Albuquerque, NM 87113	ADT Commercial - Las Vegas 2441 Western Ave Las Vegas, NV 89102	ADT Commercial - Albany 14 Jetway Drive Albany, NY 12211
ADT Commercial - East Syracuse 7020 Fly Road East Syracuse, NY 13057	ADT Commercial - Hawthorne 6 Skyline Dr Hawthorne, NY 10532	ADT Commercial - New York 494 8th Ave #501 New York, NY 10001

ADT Commercial - Depew 3332 Walden Ave #108 Depew, NY 14043	ADT Commercial - Long Island City 47-40 21st St 6th Floor Long Island City, NY 11101	ADT Commercial - Melville 50 Republic Rd Melville, NY 11747
ADT Commercial - Rochester 5 Marway Circle Rochester, NY 14624	ADT Commercial - Columbus 2402 Advanced Business Center Drive Columbus, OH 43228	ADT Commercial - Cincinnati 2300 Wall Street #H Cincinnati, OH 45212
ADT Commercial - Uniontown 1530 Corporate Woods Pkwy Uniontown, OH 44685	ADT Commercial - Oklahoma City 6000 NW 2nd Street #1000 Oklahoma City, OK 73127	ADT Commercial - Tulsa 3158 South 108th East Ave #350 Tulsa, OK 74146
ADT Commercial - Beaverton 9350 SW Nimbus Avenue Beaverton, OR 97008	ADT Commercial - Cranberry Township 9155 Marshall Rd Cranberry Township, PA 16066	ADT Commercial - Warminster 165 Veterans Way #200 Warminster, PA 18974
ADT Commercial - Columbia 720 Gracern Rd #110 Columbia, SC 29210	ADT Commercial - Greenville 6000D Pelham Rd C & D Greenville, SC 29615	ADT Commercial - Myrtle Beach 3694 Palmetto Pointe Blvd Myrtle Beach, SC 29588
ADT Commercial - North Charleston 2456 Remount Rd #304 North Charleston, SC 29406	ADT Commercial - Bartlett 7876 Stage Hills Blvd #104 Bartlett, TN 38133	ADT Commercial - Chattanooga 7610 Hamilton Park Dr #9 Chattanooga, TN 37421
ADT Commercial - Knoxville 2400 Cherahala Blvd Knoxville, TN 37932	ADT Commercial - Nashville 744 Melrose Ave Nashville, TN 37211	ADT Commercial - Houston 3413 N Sam Houston Pkwy #212 Houston, TX 77086
ADT Commercial - Laredo 1601 Jacaman Road Laredo, TX 78041	ADT Commercial - Arlington 320 Westway Place #500 Arlington, TX 76018	ADT Commercial - Fort Worth 14500 Trinity Blvd #118 Fort Worth, TX 76155
ADT Commercial - Irving 4221 West John Carpenter Freeway Irving, TX 75063	ADT Commercial - Austin 1817 W Braker Ln #400 Austin, TX 78758	ADT Commercial - Edinburg 507 W. Owassa Road #A Edinburg, TX 78539
ADT Commercial - El Paso 12305 Mercantile Avenue #F El Paso, TX 79928	ADT Commercial - San Antonio 814 Arion Pkwy #220 San Antonio, TX 78216	ADT Commercial - West Valley City 1279 West 2200 South #B West Valley City, UT 84119

ADT Commercial - Lorton 8580 Cinder Bed Road #100 Lorton, VA 22079	ADT Commercial - Norfolk 2550 Ellsmere Ave #F Norfolk, VA 23513	ADT Commercial - Richmond 8751 Park Central Drive #100 Richmond, VA 23227
ADT Commercial - Renton 600 Oakesdale Avenue SW #100 Renton, WA 98057	ADT Commercial - Spokane 10220 North Nevada #180 Spokane, WA 99218	ADT Commercial - Brookfield 150 N Patrick Blvd #130 Brookfield, WI 53045

ADT COMMERCIAL REGIONAL DISTRICTS



G. Client retention and growth rates during the past three years

ADT Commercial is a leading provider of security and fire protection services for businesses. Over the years, ADTC has been able to maintain an elevated level of client retention and growth rates through several strategies.

One of the primary ways that ADT Commercial has been able to maintain client retention is by providing exceptional customer service. The company has a team of highly trained and knowledgeable technicians who are always ready to help clients with any issues or concerns. Whether it's a technical problem with a system or a billing issue, ADT Commercial's customer service team is always available to provide prompt and effective solutions. This commitment to customer satisfaction has earned the company a reputation for reliability and professionalism, which has helped to retain current clients and attract new ones.

Another factor contributing to ADT Commercial's success is our focus on innovation and technology. ADT Commercial invests heavily in research and development to create innovative security and fire protection systems that are reliable, efficient, and user-friendly. These systems are designed to meet the needs of businesses of all sizes, from small startups to large multinational corporations. By staying at the forefront of technology, ADT Commercial has been able to remain competitive and relevant in an ever-changing market.

ADT Commercial's growth and success can also be attributed to the company's strong partnerships and collaborations with other businesses and organizations. The company works closely with equipment manufacturers, integrators, and installers to ensure that clients receive the best products and services possible. By building relationships with these key partners, ADT Commercial has been able to expand its reach and offer a wide range of solutions to clients.

In addition to these strategies, ADT Commercial has also been able to maintain client retention and growth by investing in its employees. ADTC recognizes the importance of its staff in achieving its goals and takes great care to attract, train, and retain the best talent in the industry. Through ongoing professional development and training programs, ADT Commercial ensures that its employees have the skills and knowledge necessary to provide the best possible service to clients.

ADT Commercial's ability to maintain client retention and growth rates is due to a combination of factors, including exceptional customer service, a focus on innovation and technology, strong partnerships, and a commitment to its employees. By consistently delivering high-quality solutions and services, ADT Commercial has established itself as a trusted and dependable provider of security and fire protection services for businesses.

8.7. SUBCONTRACTORS

ADT Commercial is investing in the future of commercial security by establishing strategic partnerships nationally that provide expanded solutions and enhanced service capabilities for our customers. ADT Commercial has assembled top system integration talent and security partners to provide our customers a comprehensive approach to the problems that risk, resilience and security leaders are facing now and in the future. We realize our commercial customers are not looking for prepackaged solutions — they want solid advice, technical ability, innovative thinking, and bandwidth that is scalable.

Customers tell us that juggling physical security, fire suppression and monitoring providers is not their ideal choice, and through our well-established security partnerships, we can effectively address those issues through our Subcontractor Certification Program

ADTC's Sub-Contractor Partnership levels & Certification Program

We have grown our commercial technical competency to serve customers in a unique way—with the scale and expertise to help meet their evolving needs throughout the U.S. through our strategic partnerships. We are enthusiastic about helping our partners to grow their businesses many of whom service the local territory, reside and employee professional technicians in the same city and states our customers have the facilities and projects. It is our goal to help our partners become best in-class providers by pushing for service excellence at every turn.



The work of ADT Commercials subcontractors' partners is an essential aspect many of our projects, as it sometimes involves additional skills and expertise that complement ours. As such, it is crucial to have a system in place for supervising the work of our subcontractors to ensure that it meets our organizations standards and specifications to deliver a quality project.

ADT Commercial sampling of U.S. approved subcontractor partners

ADT COMMERCIAL LLC PARTNER (SUBCONTRACTORS)					
PARTNER NAME	STATES	PARTNER NAME 2	STATES	PARTNER NAME 3	STATES
Spectrum Door Hardware.	TX	Redding Alarm and Design	CA	Flying Locksmiths	USA
Florida Fire Alarm, Inc	FL	A-1 Locksmith & Security Center, Inc.	AZ	COMEX Enterprises Inc	CA
TNT Security, Inc.	FL	Innovative Security Solutions LLC	CA	Treq Tech	CA
Advanced Protection Services, Inc.	FL	Outsource LLC	USA	Handi Time Inc	CA
Low Voltage Securities, Inc.	WA	National Security Services Inc	OH	Advanced Interior Electronics California Corp	CA
Cat5 Technologies, Inc.	FL	Sunset Security Solutions	TX	Meridian Fire & Security, LLC	CO
All Secure World, Inc.	FL	Antech Digital Solutions, LLC	NJ	CALVERT SAFE & LOCK	CT
Wesren, Inc.	CA	SystemTech LLC	AZ	Arbor Electrical Service Inc dba Mr. Wireman	FL
Jet Installations, Inc.	USA	JM Wiring DBA Active Security	IL	VerTek LLC	FL
Davis Safe & Lock, Inc.	FL	Insight Global, LLC	USA	Bluewater Locksmith LLC	FL
Surveillance & More	OH	Phoenix Security Group, Inc.	NY	Dedge's Lock & Key Shop, Inc.	FL
All County Locksmith, Inc.	FL	J Hanging C Investments Inc	TX	New England Custom Alarms	FL
Suffolk County Locksmith Inc	NY	JL Security Electrical & A/C, Inc	PR	B.E.E.P. Global	S.E.
Security & Cabling Innovations	CA	Millennium Integration Technology Corp	FL	K-Nine Systems, Inc	S.E.
Tri Star Security, Inc. (formerly SBMC)	CT	Electrical Solutions, LLC	USA	CRUMBLII HOLDINGS INC.	S.E.
Valtec Alarms	CA	Alltek Systems, Inc.	USA	Suburban Door Check & Lock Service	IL
Action Electric, Inc.	NV	Ace Maintenance Co.	TX	Heidel Holdings LLC dba The Flying Locksmiths De	MI
ProTech Lock & Safe	GA	LIT Security Services	USA	Aid Electric Corporation	MN
Bonsall Security and Satellite, Inc.	USA	Rightech, Inc	FL	Okos, Inc	USA
Homeland Security Systems	USA	Expert Security Professionals	FL	Dish Network Corporation dba Ontech Smart Servic	USA
Aim Security Locksmith, Inc.	NY	Apex Systems, LLC	USA	NJB Protection LLC	USA
M&J Surf	CA	United Security & Fire Alarm, Inc.	NY	Ferrandino & Son, Inc.	USA
Cal Tech Security Services	CA	First Class Alarms, Inc.	TX	TEK Partners	USA
Security Systems Solutions Corp.	FL	Royal Pinnacle Enterprises Inc.	WA	TEKSystems Global Services, LLC	USA
Coast Safe & Lock	AL	Nelson Electric, Inc.	WA	We're Secretariat dba The Flying Locksmiths	NC
Advanced Interior Electronics	USA	Alimar Security, Inc.	MI	Brian Noland dba 4GAlarms and Communications	NE
Singh Security Inc DBA All Security	CA	M-CO LLC	MO	West Mesa Lock & Safe LLC	NM
Low Voltage Integrators, Inc	MN	Commercial Safe & Lock, Inc.	IL	Intel Video Surveillance Corp	N.E
Lone Star Security Services	USA	DSSec Inc	FL	D&M Sharkey Inc. dba The Flying Locksmiths	NV
Becerra Security Inc	CA	KW Fire & Security, Inc.	USA	Gateway Fire & Security, LLC	NV
Security Dynamics Engineering Inc	CA	Ammarco, Inc. dba Safeco Security	CA	NY Alarm Response Corp.	NY
Integrated Security Systems, Inc	NV	Prime Protection LLC	FL	Citygate Electric LLC	NY
Multi View Detection	CA	Locksmith Services, Inc.	AL	RAE Security	TX
Priority Technology Systems Inc	CA	Aarowhead Security, Inc.	USA	J&C Legacy Integrated Technologies Company	TX
Pelon Brothers, Inc.	USA	First Choice Security Corp	NY	SecureNow LLC	TX
California Public Safety (CPS)	CA	AAA Safe & Lock Company, Inc.	TN	2020 Companies, Inc	TX
Safe N Sound LLC	CO	Advanced Security & Sound LLC	USA	Global Alarm and Security	TX
Maxwell Security Services, Inc.	CA	Southern California Security Centers	CA	The Flying Locksmiths - Central Virginia, Inc.	VA
Total Security Solutions, LLC	SC	AA-Abra-Key-Dabra Locksmith Services,	FL	Granite State Technical LLC	VT
Scherer Lock & Supply	PA	Auburn Alarm & Inspection LLC	NH	Trinity Security LLC	WA
Elite Security Systems	TX	New Electronic World Security	CA		

Communication: it is important to establish clear lines of communication between the ADTC's project managers and the subcontractors. This includes regular meetings to discuss the progress of the work and to address any concerns or issues that may arise. ADTC has systems in place for documenting meetings and keeping track of any decisions that are made.

Planning: Another important consideration is the use of clear and detailed plans, specifications, and contracts. This ensure that everyone involved in the project understands the scope of work, the expected outcomes, and the timeline for completion. These plans and specifications also include a clear set of quality control standards that will be followed by the subcontractors during and upon completion.

Resources: ADTC makes sure our subcontractors have the necessary resources, tools, and equipment to perform their work effectively. This includes ensuring that they have access to any relevant safety equipment and training, as well as the necessary materials and supplies.

Project Management: Our field operations teams understand the importance of supervising the work of our subcontractors and performing regular site inspections. These inspections are conducted by our project managers or by an onsite project manager, these inspections are designed to assess the quality of the work, the level of compliance with the original scope of work agreed upon by ADTC and the customer, and the overall progress of the project. Any issues or concerns that have been found by ADTC project managers during these inspections will be documented and addressed promptly with the customer and ADTC's partner.

Supervising the work of subcontractors is a crucial aspect of any construction project, as it helps to ensure that the work is completed to ADTC's necessary standards and specifications. We insure there's clear lines of communication, detailed plans and specifications, access to necessary resources, regular site inspections, and prompt action to address any issues or concerns that may arise. By implementing these measures, ADTC can help to ensure the success of the project and the satisfaction of our customers.

8.7.1. 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 supply support or incidental services to the contractor.

CONFIRM

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

ADT Commercial self performs, manages, and has project managers assigned to all projects. If and when a subcontractor is used, they are used only when additional labor is needed for a project.

ADT Commercial confirms that completed signature documents will be required for each subcontractor used. Now it is not known which subcontractors will be used to perform the scope of work for this RFP in each state. ADT Commercial will provide signature documents upon confirmation of authorized subcontractors.

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

CONFIRM

8.7.4. 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.

CONFIRM

8.7.5. 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

At ADT Commercial, we understand the importance of ensuring that any subcontractors hired for a project are qualified and capable of meeting the required standards. To achieve this, we have established a rigorous vetting process to verify the qualifications and experience of potential subcontractors before awarding a contract.

Once we have hired subcontractors, we assign a dedicated project management team to oversee their work to ensure they are meeting project timelines and quality standards. This involves regular site visits, progress reports, and ongoing communication to maintain a seamless workflow. To ensure

compliance with safety, security, and other regulations, we establish specific protocols and procedures that subcontractors are required to follow.

Our goal is to ensure that subcontractors are performing the work to the required standards and meeting the expectations of our clients. By establishing clear communication channels, providing ongoing supervision, and holding subcontractors accountable for their work, we can ensure that the project is completed successfully and to the satisfaction of all stakeholders.

B. How channels of communication shall be maintained

ADT Commercial understands the importance of maintaining clear and effective communication channels with subcontractors to ensure that they are able to perform their work to the required standards and to keep the project on track. To maintain channels of communication with subcontractors, ADT Commercial typically establishes regular meetings with them to discuss project updates, timelines, and any issues that may arise during the project. These meetings may be held in person, via video conferencing, or by phone, depending on the availability and location of the subcontractors.

In addition to regular meetings, ADT Commercial also provides subcontractors with detailed project plans and specifications to ensure that they have a clear understanding of their roles and responsibilities. We also assign dedicated project managers to work closely with subcontractors and address any questions or concerns they may have.

To further facilitate communication, ADT Commercial may also use technology solutions such as online collaboration tools, shared project management software, and other communication platforms. This can help ensure that all parties are aware of project progress, changes, and updates in real-time, regardless of location or time zone.

Ultimately, by maintaining open and effective channels of communication with subcontractors, ADT Commercial can ensure that they are able to perform their work to the required standards and that the project is completed successfully and to the satisfaction of all stakeholders.

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

ADT Commercial, take steps to ensure that all terms and conditions of the contract are met and complied with. To achieve this, we begin by thoroughly reviewing and understanding the terms and conditions of the contract before beginning any work. We also ensure that our subcontractors are fully aware of these terms and conditions and understand their obligations under the contract. Throughout the duration of the project, we closely monitor the work being performed to ensure that all aspects of the contract are being met.

We also maintain open and transparent communication with our clients and subcontractors to address any issues or concerns that may arise and to ensure that any changes to the scope of work or project timeline are documented and approved.

To further assure compliance, we may also conduct regular quality control inspections and audits of the work being performed to ensure that it meets the required standards and specifications outlined in the contract. This allows us to identify any potential issues early on and take corrective action before they become larger problems.

D. Previous experience with subcontractor(s)

ADT Commercial has a wealth of experience working with subcontractors across various industries and project types. We have developed a deep understanding of the importance of selecting qualified and experienced subcontractors who can meet the high standards expected of us by our clients.

With many years of experience utilizing subcontractors, we have established strong and long-lasting relationships with our partners. These relationships are built on a culture of collaboration, mutual respect, and open communication.

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

CONFIRM

8.8. VENDOR STAFF RESUMES

ADT Commercial's Key Personnel will promptly respond to all inquiries related to the contract from Lead State, Participating Entities, and Purchasing Entities within 2 business days. These Key Personnel have required experience in managing national cooperative contracts that is satisfactory to the Lead State and are capable of directing an inquiry to appropriate contractor personnel when necessary. ADT Commercial understands that Participating Entities and Purchasing Entities may specify additional requirements for personnel assigned to them in a Participating Addendum or Order.

8.8.1. A resume shall be included for each proposed key personnel, see Proposed Staff Resume.

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

ADT Commercial self performs, manages, and has project managers assigned to all projects. When a subcontractor is used, they are used only when additional labor is needed for a project.

ADT Commercial confirms that completed signature documents will be required for each subcontractor used. Now it is not known which subcontractors will be used to perform the scope of work for this RFP in each state. ADT Commercial will provide signature documents upon confirmation of authorized subcontractors.

8.8.3. 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.

8.8.4. 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.

CONFIRM

8.9. CUSTOMER SERVICE

8.9.1. What is the coverage area of your services?

ADT Commercial is a leading provider of security solutions in the United States. Our national coverage and extensive service areas allow us to provide comprehensive security services to businesses of all sizes, in a variety of industries, across the country. Our goal is to be the go-to provider of security solutions for state local and education agencies, and we are constantly working to expand our reach and improve our offerings to meet the evolving needs of our customers.



NATIONAL COVERAGE: With operations in over 140 markets across the United States, ADT Commercial provides nationwide coverage and support to our customers. This means that wherever your business is located, you can count on us to provide the security solutions you need. Our extensive network of local offices allows us to respond quickly to customer needs and provide the personal attention and support that businesses require.

ADT Commercial supplies commercial security services across the United States. We have a widespread presence and offer our services in most states however, it's best to check our commercial website or contact a local representative to confirm if their services are available in a specific location

ADT Commercial local branch offices are considered to support centers for our local customers. ADT also has its Headquarters, Central Stations, Service Center & Network Operation centers.

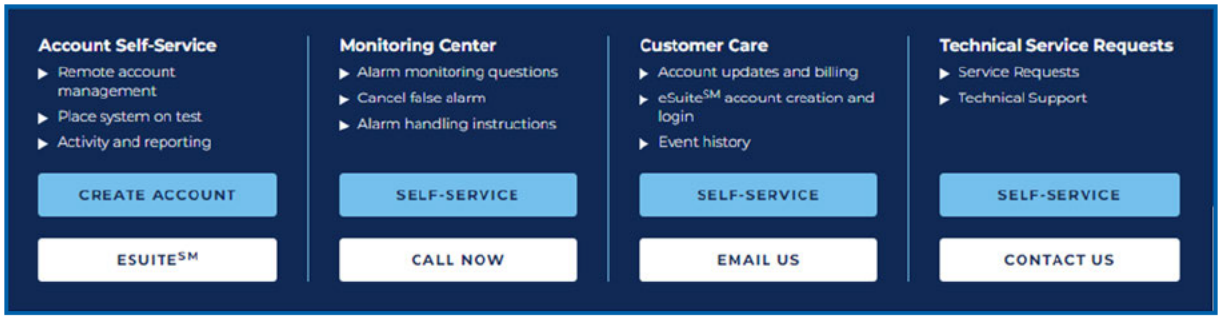
Corporate Office:	Service Centers:	ADT NOC
ADT Commercial HQ 1501 Yamato Road Boca Raton, Fl 33431	ADT Commercial Service Center 14221 W John Carpenter FRWY Irving, TX 75063-2924	ADT Commercial Network Operations Center (NOC) 130 Executive Dr, Newark, Delaware 19702

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

ADT Commercials has a 24/7/365-day operation to meet the needs of agencies across various time zones. Our company's key account professionals are available during regular business hours, Monday through Friday, to assist agencies with their security needs. This team provides exceptional customer service and technical support to ensure that agencies have the resources they need to keep their facilities and assets secure.

In addition to the key account professionals, ADT Commercial also has a committed state and local government team. This team is educated and specifically trained to provide tailored security solutions to government agencies and understand the unique security needs and regulations that apply to these organizations. The team is available during regular business hours and can be reached through the company's standard customer service channels.

For round-the-clock protection and support, ADT Commercials also offers a 24/7 service center and central station. This center is staffed with highly trained security professionals who are available to respond to any security concerns or issues that may arise. Agencies can feel comfortable knowing that their security needs will be addressed promptly, day or night, with the help of this team.



In the event that agencies need to speak with a senior representative, they can reach out to the SLED (State and Local Government and Education) Sr Director. These individual handles overseeing the company's state and local government business and is available to address any questions or concerns that may arise. Agencies can contact the SLED Sr Director during regular business hours and can expect a prompt response to their inquiry.

Direct Contact Information:

Scott Wulforst
Sr. Director of State Local Government Programs
Phone: 775-287-8110
Email: scottwulforst@adt.com

8.9.3. Describe how problem identification and resolution will be handled.

At ADT Commercial, ensuring that our customer and member agencies receive the best possible service is high priority. That is why we have a robust system in place to identify problems and quickly resolve them when they arise. Our team is equipped with the tools and resources necessary to provide fast and effective solutions, no matter what the issue may be.

The process of identifying and resolving problems starts with the tracking of service tickets. When a customer experiences a problem, they can contact ADT Commercial's Operations Center, either by phone or email, to request service. If the problem is deemed to be an emergency, the customer must call in to the Operations Center to have their request prioritized and effectively managed.

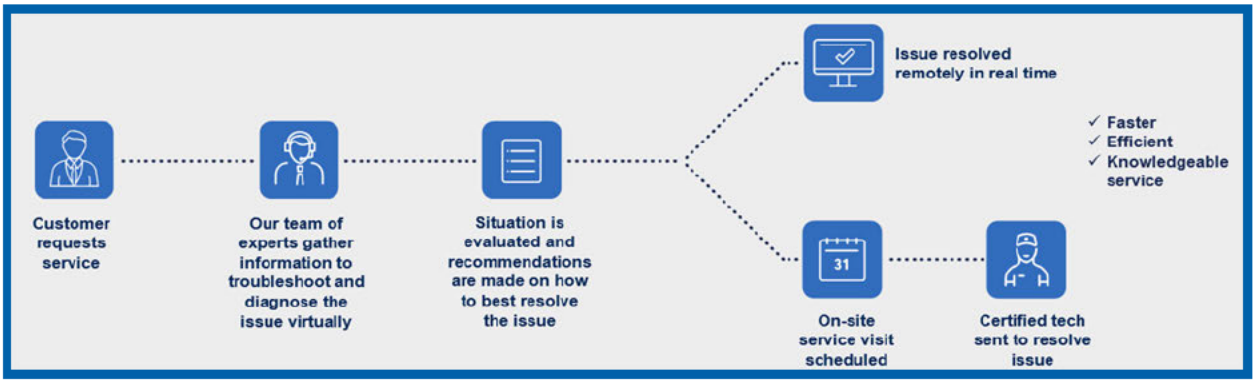
Once a service ticket has been created internally or by the agency, the customer will receive a series of emails via their Tech Tracker account, providing them with information about the service ticket, including the technician assigned, the technician's name, picture, and qualifications, and updates on when the technician is in-route and when the service is completed. This ensures that the customer is kept informed and up to date throughout the entire process.

In addition to the service ticket communication process, ADT Commercial's technicians are equipped with mobile ticket devices that allow them to obtain an electronic acceptance signature from the customer site contact upon completion of the service. This signature serves as proof that the service has been completed to the customer's satisfaction. The details of the service ticket, including technician notes, are also available in real-time through the eSuite system, so that the customer can access this information at any time.

ADT Commercial's technicians carry an ID card and can present it upon request when arriving at a service job, providing the customer with additional peace of mind that they are dealing with a professional and trustworthy technician.

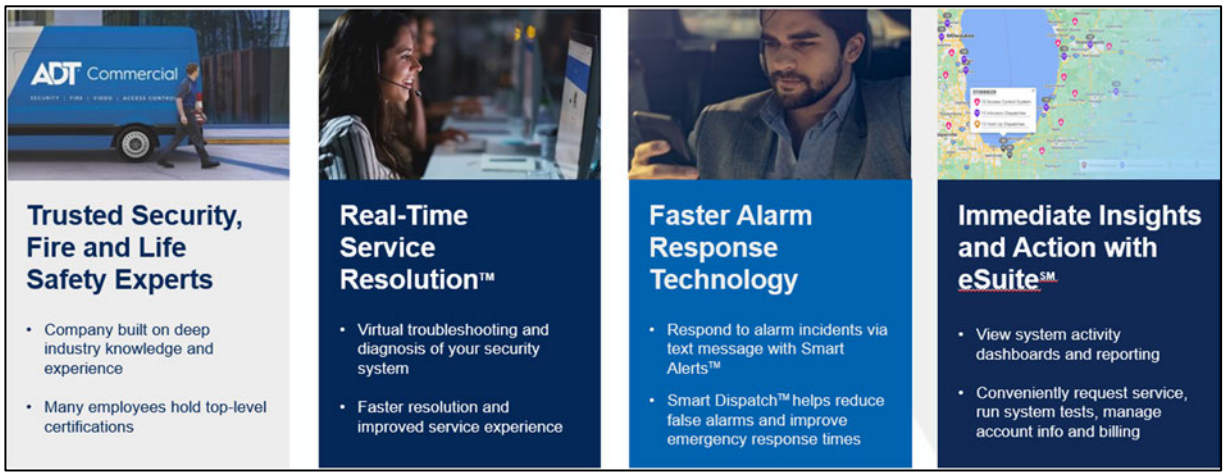
ADT Commercial is committed to providing the highest level of service to our customers, and we have a system in place to ensure that problems are identified and resolved quickly and effectively. From the tracking of service tickets to the real-time updates and electronic acceptance signature, we are dedicated to ensuring that our customers receive the best possible service.

ADT Commercial Services may be requested 24/7/365 days a year, via phone or through our customer eSuite Web Portal. Calls are dispatched to our techs via their hand-held mobile device. Technicians receive the details of the request along with any special instructions.



8.9.4. 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.

ADTC knows customer service is most critical to customer satisfaction overtime, and necessary to keep the long-term customer relations we covet. ADTC has invested in an internal software program and situational awareness dashboard technology that gives our Solution Support and Help Desk Team, visibility to our client's locations, and system data which is aligned with ADTC's resources/fleet assets are quickly assessed for best availability to our respond to customers service requests. This common operating platform gives us the ability to track the issue in real-time and measure response and performance toward resolution. Each service request is assigned to a Service Manager responsible to coordinate, schedule, follow up and manage cost associated with the request.



For ADTC's project approach, which is foundational to Customer Service: Agile, ADTC has seasoned design and management staff and partners that have worked together on numerous projects allowing

rapid, well-oiled mobilization for new projects. Before starting a new project, ADTC will perform an initial task assessment and resource allocation study to determine project requirements for each location. This

study decides the skills and experience necessary to complete the project. Based on this process, we have selected a qualified team for the NASPO ValuePoint Program, this team has the skill sets required to manage, plan, control, supervise, install, test, train and integrate the multiple work tasks under this RFP.

ADTC will be self-performing on most lead state projects and participating addendum accounts, as well, we utilize deeply vetted and long-standing strategic alliance partners from the ADTC Global Partner Program where and when; it benefits member agency project(s). As a rule, ADTC's GPP Strategic Partners will be local to the lead state and participating addendum accounts and will bring the specific jurisdictional and state requirements to perform low voltage security work.

The ADTC project manager is actively involved and will personally visit each location, on routine schedule during the project to assure alignment with the strategic partner, our mutual customer and their team, and any stake holders or other team members associated such as property and facility management and the project objectives and for quality control.

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

ADTC is committed to supplying exceptional customer service and support to our valued clients. We understand that customer complaints and service issues are an inevitable part of doing business, and we strive to respond promptly and effectively to resolve any concerns that our customers may have. Our approach to customer service is centered around the belief that our customers are our true north, and we do everything in our power to ensure that they are satisfied with the services we provide.

To respond to customer complaints and service issues, ADTC has established a dedicated customer service department, staffed by highly trained professionals who are knowledgeable and experienced in resolving a wide range of customer concerns. Our team works closely with state and local government agencies to ensure that we are fully compliant with all relevant regulations and standards, and that we provide our customers with the highest level of support possible.

When a customer contacts our customer service department with a complaint or service issue, our team members listen carefully to their concerns, gather all relevant information, and work diligently to find a resolution that is both fair and satisfactory. We use the latest technologies and best practices to ensure that our customer service processes are efficient and effective, and that our customers receive a quick and positive resolution to their issues.

At ADT Commercial, we are committed to providing our customers with the highest level of support and service possible. Our team is always available to assist with any questions or concerns, and we work closely with our customers to ensure that their needs are met and that their expectations are exceeded. Whether it is a technical issue, a billing concern, or simply a question about our services, we are here to help, and we will always do our best to provide a prompt and satisfactory resolution.

In conclusion, ADT Commercial is dedicated to providing outstanding customer service and support. Our customer service department is staffed by knowledgeable and experienced professionals who are committed to resolving customer complaints and service issues in a timely and effective manner. Our customers are our true north, and we are always working to ensure that their needs are met and that their expectations are exceeded.

ADTC takes customer complaints very seriously and have a documented corporate Issue escalation process designed to receive, respond, track and measure resolution performance, both immediate and overtime. Customer complaints are first addressed by the Service Manager, managing the work order. This team member is empowered to problem-solve as needed and has Application Engineering and Technical team support for best resolution, and most time results in customer's satisfaction, at this early stage. If the issue has not been resolved, or the issue for whatever reason persists, the next team member in our escalation process is the Manager of Solution Support. If the issue is still not resolved, it will quickly get direct, attention by the Sr. Director of Government Programs and the local General Manager.

ADTC's philosophy of "I own it" is effective here suggesting – Challenges and Customer support is everyone's job, no matter the title, to improve ADTC and as part of that corporate culture, identify, and communicate problems as they arise - we prefer to address them when they are small.

8.9.6. How do you assess customer satisfaction?

ADT Commercials committed to delivering the highest quality services to its customers. To ensure the consistent delivery of high-quality services, ADT Commercials has implemented several quality assurances measures that are managed within the organization.

One of the key components of ADT Commercials quality assurance measures is our focus on customers and member agencies. ADTC recognizes that our reputation is built on the level of service we provide to our customers, and therefore places a high emphasis on customer satisfaction. To achieve this, we have

established the guiding principle that **"our customers are our true north."** This means that ADTC is always striving to understand our customers' needs and expectations and to develop solutions that meet or exceed those needs.

Another important aspect of ADT Commercials quality assurance measures is our focus on our people. ADTC recognizes that our success is largely dependent on the skills and knowledge of all of our employees. To ensure that we have the best-trained team in the business, ADTC has established the guiding principle that "our people are the difference." This means that ADT Commercial invests in ongoing training and development programs for our employees, to ensure that we are always equipped to deliver the highest quality services to our customers.

ADT Commercials team is also dedicated to serving our commercial customers, as demonstrated by the guiding principle that "we are 100% focused on our commercial customers." This focus on the commercial sector means that ADTC has a deep understanding of the unique needs and challenges faced by its commercial customers and is able to develop customized solutions that meet those needs. This level of focus and specialization sets ADT Commercials apart from other security and technology solutions providers and helps to ensure that our services are of the highest quality.

We are committed to being the premier holistic solutions partner to our customers. ADTC has established the guiding principle that "we are one ideal partners," which means that we are committed to working with customers as a team to develop comprehensive solutions that meet their unique needs. This approach to partnership allows ADT Commercials to deliver a full range of services to our customers, from initial consultation and design to implementation and ongoing support.

ADTC is committed to delivering the highest quality services to its customers through a range of quality assurance measures that are guided by their four core principles. These principles focus on the customer, the company's employees, its dedication to the commercial sector, and its commitment to being holistic solutions partner for our customers. By adhering to these principles, ADT Commercials is able to consistently deliver high-quality services that meet the needs and expectations of its customers.

We place a high priority on customer satisfaction, and we are committed to understanding and improving our customers' experiences with our services. In order to assess customer satisfaction, we employ a variety of methods to gather feedback and gain insights into our customers' experiences.

One of the primary ways we assess customer satisfaction is through regular surveys. We send out surveys to a representative sample of our customer base, asking them to rate their overall experience with ADT Commercial, as well as their satisfaction with specific aspects of our services, such as technical support, billing, and customer service. We use the information gathered from these surveys to identify areas where we can improve, and to make changes that will benefit our customers and enhance their experiences with our company.

In addition to surveys, we also gather customer feedback through more informal channels, such as phone calls, emails, and social media. Our customer service team are trained to listen closely to customer feedback and to respond to inquiries and concerns in a prompt and effective manner. This feedback helps us to better understand our customers' experiences and to identify areas where we can improve.

Another important method for assessing customer satisfaction is by monitoring customer retention rates. At an elevated level if above average of our customers are choosing to stay with ADT Commercial, it is a good indicator that they are satisfied with the services we provide. Conversely, if we see a high rate of customers leaving our service, it may show a need for improvement.

Finally, we conduct regular internal audits of our customer service processes to ensure that our team is supplying the highest level of support and service to our customers. We review call recordings and

customer service interactions and supply feedback and training to our team members as needed. This helps us to find areas for improvement and to ensure that our customer service team is equipped to provide the best possible support to our customers.

8.9.7. What are your quality assurance measures and how are they managed in your organization?

Our team takes quality assurance measures very seriously. The company understands that the quality of its products and services directly impacts the satisfaction of its customers. As such, it has implemented several measures to ensure that its products and services meet the highest standards of quality.

One of the key quality assurance measures that we implement, is regular testing and inspection of its products. This is done through the use of state-of-the-art testing equipment and techniques to ensure that the products are functioning optimally. Additionally, the company also performs regular maintenance checks on its products to identify and fix any issues before they become bigger problems.

Another important quality assurance measure at ADT Commercials is its training program for its employees. All employees receive comprehensive training in the installation and maintenance of the company's products. This training helps employees to understand the importance of quality and the impact it has on customer satisfaction. Furthermore, the company provides ongoing training to its employees to keep them up to date with the latest technologies and best practices in the security industry.

We also have dedicated quality management team. This team is responsible for monitoring and evaluating the company's quality assurance measures, making recommendations for improvement, and ensuring that the measures are implemented consistently across the organization. The team also regularly communicates with employees to ensure that they are aware of the quality expectations and the steps they can take to meet these expectations.

Finally, ADT Commercials regularly collects feedback from its customers to measure the quality of its products and services. This feedback helps the company to identify areas for improvement and make necessary changes to its processes and products. The feedback is also used to reward employees who consistently deliver high-quality products and services.

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8.10. EXCEPTIONS TO TERMS AND CONDITIONS

8.10.1. 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.

8.10.2. Offerors should identify or seek to clarify any problems with contract language, or any other document contained within this RFP during the Q&A.

8.10.3. 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.

8.11. 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.

CONFIRM

Section/Page	Term and Conditions	Exceptions/Proposed Modification	Accepted (NASPO ValuePoint)
ATTACHMENT A: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS - Section XI. Paragraph 11.2	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.	As a reseller/dealer/distributor/system integrator, ADT Commercial LLC is not the licensor and cannot commit the licensor to these terms. Upon occurrence purchasing agency would be required to negotiate on a case by case instance with software licensor.	
ATTACHMENT A: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS - Section XI. Paragraph 11.3	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.	As a reseller/dealer/distributor/system integrator, ADT Commercial LLC is not the licensor and cannot commit the licensor to these terms. Upon occurrence purchasing agency would be required to negotiate on a case by case instance with software licensor.	

8.12. VENDOR FINANCIAL INFORMATION

ALSO SEE ATTACHMENT (VENDOR FINANCIAL INFORMATION)

8.12.1. 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.
8.12.2. This information should be submitted as a separate attachment, flagged as confidential in NevadaEPro.
8.12.3. Proposing vendor shall provide the following financial information and documentation:

ADT COMMERCIAL IS A PUBLICLY TRADE COMPANY

Over the past several years, ADT Commercial has consistently demonstrated solid financial performance, with steady growth in both revenue and profits. One key factor contributing to this success is the company's diversified revenue stream, which includes a mix of recurring monthly services, equipment sales, and installation fees. This diversification has helped to insulate the company from fluctuations in any one area of the business, providing a stable and predictable source of income.

In addition to its diversified revenue stream, ADT Commercial has also maintained a strict focus on cost control, regularly reviewing and streamlining its expenses to ensure that the company is operating as efficiently as possible. This focus on cost control has allowed the company to invest in research and development, marketing, and employee training, which are critical to the long-term success of the business.

Commercial

	Three Months Ended September 30,			
	2022	2021	$ Change	% Change
(in millions)				
Monitoring and related services	$ 138	$ 123	$ 15	12 %
Installation, product, and other	176	159	18	11 %
Total Commercial revenue	$ 314	$ 281	$ 33	12 %
Adjusted EBITDA	$ 34	$ 26	$ 9	34 %
Adjusted EBITDA Margin (as a % of Total Commercial Revenue)	11 %	9 %		

Total Commercial revenue for the third quarter increased 12% year over year to $314 million. Sales remain strong, and revenues also increased as a result of an increase in product and service prices. However, supply chain delays are driving a growing backlog.

Commercial Adjusted EBITDA was $34 million in the third quarter, up 34% versus the prior year period driven by increased revenue, which was partially offset by the impact of cost inflation on materials, labor, and fuel.

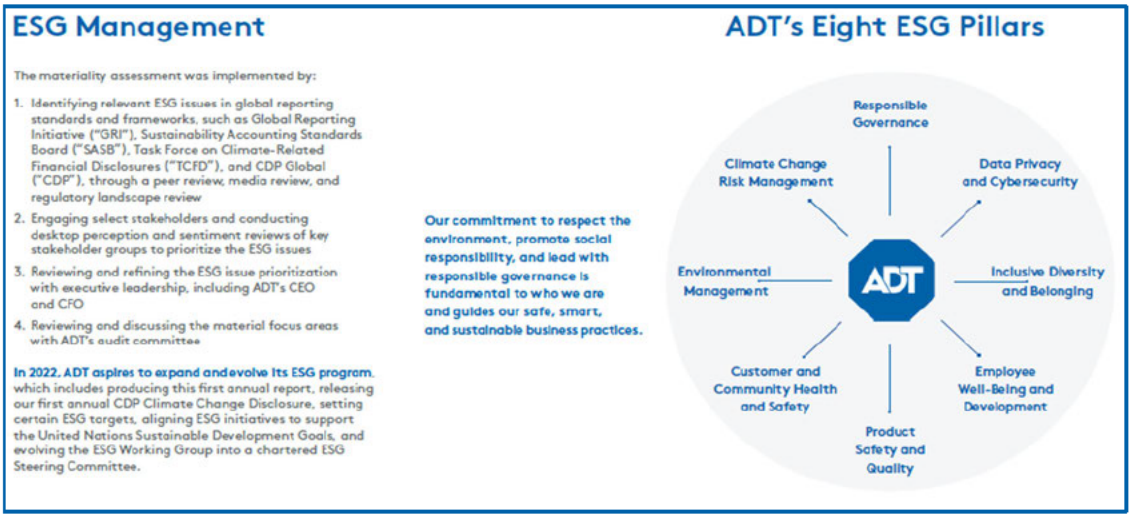
The company has also been able to maintain a strong balance sheet, with significant cash reserves and low levels of debt. This strong financial position has allowed ADT Commercial to pursue strategic opportunities for growth, such as expanding into new markets, acquiring complementary businesses, and investing in innovative technology.

Overall, we are confident in the financial health of our organization and believe that ADTC is well-positioned for continued success in the years to come. The combination of a diversified revenue stream, focus on cost

control, strong balance sheet, and ongoing investments in the business bode well for the future of the company and its shareholders.

ADT enjoys a strong financial position, serving over 8 million customers in our overall security business. The following items speak to our financial viability:

- ADT was founded in 1874 and remains a relevant, industry-leading provider
- Total Revenue growth for multiple years running
- Commercial business growth prompted change in 2020 creating separate business unit, ADT Commercial
- No significant changes to operations/headcount to date resulting from COVID-19 operational shifts
- No changes to SLA's/customer response during COVID period
- Sunpro Solar acquisition and officially launch of ADT Solar.
- August 2020 investment by Google in ADT to become 6.6% outstanding aggregate common equity owner



ADT is the most trusted brand in security. Through innovative products, partnerships and the largest network of smart home security and commercial professionals in the United States, we connect and protect what matters most to our customers at home, work and on the go. With 150 locations, and 9 monitoring centers across the United States ADT Commercial is well positioned for growth.

A. Dun and Bradstreet Number

017305520

B. Federal Tax Identification Number

90-0008456

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

YEAR	SALES
2021	1,046M
2022	1,213M

ADT Security (NYSE: ADT) is a publicly traded American company that provides residential and small business security solutions. ADTC was founded in 1874 and is headquartered in Boca Raton, Florida. ADT Security offers a range of security services including monitoring for fire, carbon monoxide, and intrusion, as well as home automation and video surveillance. The company operates through a network of authorized dealers and has a customer base of over six million people. ADT Security went public in 2018 and we are now listed on the New York Stock Exchange. The company has a market capitalization of approximately $10 billion and generates revenue primarily through recurring monthly monitoring fees.

ADT Investor Relations

1. Profit and Loss Statements - https://investor.adt.com/financials/sec-filings/default.aspx
2. Balance Statements - https://investor.adt.com/financials/sec-filings/default.aspx

9.13. BUSINESS REFERENCES

ADT Commercial confirms that we have requested business references as per section 9.13. The company has complied with the section's requirements and has confirmed our references have provided the necessary information to fulfill the request. The business references are important for companies to validate the reputation, financial stability, and overall trustworthiness of potential business partners. It is encouraging to see that ADT Commercial has taken the necessary steps to comply with the requirements and provide the information needed to establish a sound business relationship.

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.

Scope of Work

RFP 99SWC-S1820

RESPONSE TO SCOPE OF WORK

ADT Commercial, has provided a response to the scope of work for security and fire protection solutions, and offers a range of services in response to the scope of work for the designated categories related to fire protection and security systems.

Category 1, ADT Commercial provides services for backflow prevention systems, ensuring that these systems are installed, tested, and maintained to prevent contamination of potable water sources.

Category 2, ADT Commercial offers standpipe inspections for fire hoses, which involves inspecting and testing the standpipe system to ensure that it is functioning properly and meets the standards set by the National Fire Protection Association (NFPA).

Category 3, ADT Commercial provides services related to automatic fire pumps, including installation, maintenance, and testing of these systems to ensure they are in proper working order in the event of a fire.

Category 4, ADT Commercial offers installation, maintenance, and inspection services for fire sprinkler systems to ensure that these systems are functioning correctly and meet the necessary safety standards.

Category 5, ADT Commercial provides services related to fire detection and alarm systems, including installation, maintenance, and testing of these systems to ensure they are working properly and can detect and alert occupants of a potential fire.

Category 6, ADT Commercial offers emergency lighting services, which include the installation and maintenance of lighting systems to ensure that they are functioning correctly during an emergency.

Category 7, ADT Commercial provides services related to special hazard fire suppression systems, which are designed to protect high-value equipment and facilities. These services include the installation, maintenance, and testing of these systems.

Category 8, ADT Commercial offers inspection, service, and testing of portable fire extinguishers to ensure that they are in proper working order in the event of a fire.

Category 9, ADT Commercial offers new portable fire extinguishers for purchase to replace old or expired extinguishers.

Category 10, ADT Commercial provides kitchen fire suppression services for commercial hood systems, including installation, maintenance, and inspection of these systems.

Category 11, ADT Commercial offers commercial hood system cleaning services to ensure that these systems are free of grease and other flammable materials that could lead to a fire.

Category 12, ADT Commercial provides access control system services, which involve the installation, maintenance, and monitoring of these systems to control access to a building or facility.

Category 13, ADT Commercial offers burglar alarm system services, which include the installation, maintenance, and monitoring of these systems to protect a building or facility from break-ins.

Category 14, ADT Commercial provides surveillance services and equipment, including installation, maintenance, and monitoring of surveillance cameras and other equipment.

Category 15, ADT Commercial offers high-security control system services, which involve the installation, maintenance, and monitoring of advanced security systems to protect high-value assets or facilities.

Category 16, ADT Commercial offers inspections and monitoring services for fire extinguishing systems, fire sprinkler systems, alarm monitoring, and fire alarm/protective signaling systems to ensure that these systems are functioning properly and meet the necessary safety standards.

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.

CONFIRM

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.

CONFIRM

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.

CONFIRM

1.4 UNIVERSAL REQUIREMENTS

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

CONFIRM

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.

CONFIRM

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

CONFIRM

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

CONFIRM

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

CONFIRM

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

CONFIRM

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

CONFIRM

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.

CONFIRM

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).

CONFIRM

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.

CONFIRM

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.

CONFIRM

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.

CONFIRM

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.

CONFIRM

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.

CONFIRM

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.

CONFIRM

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

CONFIRM

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.

CONFIRM

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.

CONFIRM

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.

CONFIRM

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.

CONFIRM

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.

CONFIRM

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.

CONFIRM

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.

CONFIRM

1.6. CATEGORIES

A. Category 1: Backflow Prevention System
B. Category 2: Standpipe 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 SYSTEMS

ADT Commercial (ADTC) is a leading provider of fire alarm backflow prevention systems and related services, including installation, inspection, and maintenance. ADTC is committed to ensuring the highest levels of safety and quality, and as such, adheres to several local and national industry standards, including NFPA 25.

Installation: ADT Commercial follows a systematic approach while installing fire alarm backflow prevention systems. The first step is to conduct a site survey to decide the best location for the system, considering the local fire code, IBC, and IEBC. Our technicians then measure and assess the water supply to determine the correct size and type of backflow prevention system that is required. The system is installed per the manufacturer's specifications and local codes, including NFPA 25.

Inspection: To ensure that fire alarm backflow prevention systems are functioning correctly, ADT Commercial offers certified inspection and testing services. During an inspection, technicians perform tests to verify that the system is working properly and inspect all parts of the system, including the backflow prevention device, control valves, pressure gauges, and alarm signals, to ensure that they are in good working condition. The inspections are conducted in accordance with the NFPA 25.

Maintenance: Regular maintenance is critical to ensure that fire alarm backflow prevention systems remain in good working condition. ADT Commercial provides maintenance services, including routine checks and cleaning of the system, replacement of any parts that are worn or damaged, and testing to ensure that the system is functioning correctly. The maintenance services are performed in accordance with the NFPA 25, to ensure that the system is kept up to date with the latest standards and codes.



At the end of each inspection, ADTC's provides a written report of the inspection findings, including any specific recommendations for corrective action where needed. This report serves as a record of the system's performance and helps building owners and managers to maintain their fire safety systems to the highest standards.

ADT Commercial is a trusted a trusted profession that provides installation, inspection, and maintenance services for fire alarm backflow prevention systems. The ADTC is committed to complying with industry standards, including the NFPA 25, to ensure that its fire alarm backflow prevention systems meet the highest standards of quality and safety.

ADT COMMERCIALS

Visual Inspections

ADT Commercial

Daily/Weekly Visual Inspections

Sprinklers **NFPA 25**

Gauges (dry, pre-action and deluge systems)

Cold weather enclosures (daily/weekly)

Valves, valve components, trim inspections
- Master pressure reducing
- Sealed control valves

Fire pump system
- Pressure relief valves
- Pump house, heating ventilation louvers
- Casing relief valves

Standpipe
- Sealed control valves

Backflow prevention assemblies
- Control valves (locked/supervised)
- Reduced pressure
- Reduced pressure detectors

Monthly Visual Inspections

Sprinklers **NFPA 25**

Gauges (wet, dry, pre-action and deluge systems)

Valves, valve components, trim inspections
- Control valves (locked/supervised)
- Valve supervisory switches
- Alarm valves (exterior bells)
- Tamper switches
- Pressure reducing valves
- Dry pipe, deluge, pre-action valves standpipe

Standpipe
- Control valves (locked/supervised)
- Sealed control valves

Backflow prevention assemblies
- Control valves (locked/supervised)
- Double check valves

Fire Alarm **NFPA 72**

Control equipment: fire alarm systems unmonitored for alarm, trouble and supervisory signals

Portable Fire Extinguishers **NFPA 10**

Location pressure tamper indicator, hose/nozzle sign, hanger, hazard assessment, HMIS label

Unobstructed access and visibility

Operating instructions on nameplate are legible and facing outward

Location in designated place

Safety seals and tamper indicators not broken or missing

Pressure gauge reading or indicator in the operable range or position

Examination for obvious physical damage, corrosion, leakage or clogged nozzle

HMIS label in place

Condition of tires, wheels, carriage, hose, and nozzle checked (for wheeled units)

Hood Suppression System **NFPA 17**

Owner's inspections

Emergency Lights/Exit Signs **NFPA 72**

Functional test

Quarterly Visual Inspections

Sprinklers **NFPA 25**

Alarm devices

Sprinkler systems

Pressure reducing valves and relief valves

Fire department connections

Hose connections

Hose racks

Backflow prevention assemblies
- Standpipe
- Fire department connections
- Private fire service maintenance

Semi-Annual Visual Inspections

Sprinklers **NFPA 25**

Private fire service
- Monitor nozzles

Fire Alarm **NFPA 72**

Control equipment: fire alarm systems monitored for alarm, trouble and supervisory signals
- Interfaced equipment
- Lamps and LEDs
- Primary/main power supply
- Fuses

Control equipment: fire alarm systems unmonitored for alarm, trouble and supervisory signals
- Remote annunciators
- Sealed lead-acid
- Transient suppressors
- Nickel-cadmium
- Emergency voice/alarm communications equipment
- Control unit trouble signals

Batteries
- Sealed lead-acid
- Initiating devices
- Duct smoke detectors
- Air sampling smoke detectors
- Pull stations
- Heat detectors
- Smoke detectors
- Interface equipment
- Electromechanical releasing devices
- Fire extinguishing system or suppression system switches
- Alarm notification appliances - supervised
- Supervising station fire alarm systems - transmitters
- Dact (dialer)

Hood Suppression System **NFPA 17**

Suppression system

Fusible link replacement

Annual Visual Inspections

Sprinklers **NFPA 25**

Sprinkler heads (from floor)

Pipe and fittings (from floor)

Hangers/seismic bracing

Spare sprinkler heads

Standpipe
- Piping
- Hose/hose nozzles
- Hose connections/hose valve
- Hose racks

Valves, valve components, trim inspections
- Pressure reducing valves
- Interior dry, deluge, pre-action
- Hose/hose nozzles

Private fire service
- Main line strainers
- Hydrants

Fire Alarm **NFPA 72**

Control equipment: fire alarm systems monitored for alarm, trouble and supervisory signals
- Primary/main power supply
- Lamps and leds
- Fuses
- Interfaced equipment

Control equipment: fire alarm systems unmonitored for alarm, trouble and supervisory signals
- Waterflow devices
- Radiant energy fire detectors
- Supervisory signal devices

Private fire service
- Main line strainers
- Hydrants

Portable Fire Extinguisher **NFPA 10**

All of the monthly inspections, plus conductivity (carbon dioxide), determination of 6-year hydrotest, inspection of shell and nameplate

Hanger/seismic bracing

Emergency Lights/Exit Signs **NFPA 101, 70**

90-minute drain test and inspection, verification of charge voltage, alignment of heads, hazard assessment, inspection sticker, required paperwork

Hood Suppression System **NFPA 17, 17A**

Cartridge (hydrostatic test/replacement - pyrochem)

Fusible links

5-Year Visual Inspections

Sprinklers **NFPA 25**

Internal obstruction investigation

Valves, valve components, trim inspections
- Interior check valves
- Interior alarm, dry deluge, pre-action valves
- Strainers, filters, orifices

12-Year Visual Inspections

Hood Suppression System **NFPA 17, 17A**

Internal obstruction investigation

Valves, valve components, trim inspections
- Interior check valves
- Interior alarm, dry deluge, pre-action valves
- Strainers, filters, orifices

Functional Inspections

ADT Commercial

Monthly Functional Testing

Sprinklers **NFPA 25**

Fire pump system
- Weekly pump churn (electric 10 mins / diesel 30 mins)

Portable Fire Extinguishers **NFPA 10**

Ensure proper operating condition; tags, pressure gauge readings, HMIS label, safety seals

Emergency Lights/Exit Signs **NFPA 101**

30-second quick check and battery check

Quarterly Functional Testing

Sprinklers **NFPA 25**

Mechanical water flow devices

Valves, valve components, trim inspections
- Priming water
- Low-air pressure alarms
- Quick-opening devices

Semi-Annual Functional Testing

Sprinklers **NFPA 25**

Valve supervisory devices

Hood Suppression System **NFPA 17A**

All kitchen suppression systems

Annual Functional Testing

Passive Fire Protection **NFPA 80**

Fire doors

Sprinklers **NFPA 25**

Anti-freeze solution

Main drain

Valves, valve components, trim inspections
- Deluge, pre-action full trip test
- Dry system, partial trip test
- Master pressure reducing valves (full flow)
- Air maintenance device
- Pressure reducing valves/relief valves (partial flow)
- Control valves

Backflow prevention assemblies
- Full forward flow test

Standpipe
- Hose valves
- Valves, (all types)
- Main drain test

Private fire service
- Hydrants
- Monitor nozzles

Fire pump system
- Annual maintenance
- Full flow

Fire Alarm **NFPA 72**

Control equipment: building systems connected to supervising station
- Functions, fuses, lamps and leds, interface equipment, transponders, primary/main power supply

Batteries - fire alarm systems

Emergency voice/alarm communications equipment

Remote annunciators

Control unit trouble signs

Special hazard equipment

Interface equipment

Specialized procedures

Initiating devices
- Duct smoke detectors
- Pull stations
- Heat detectors
- All smoke detectors
- Electromechanical releasing devices
- Fire extinguishing system or suppression system switches
- Flame, gas and other detectors

Alarm notification appliances
- Visual appliances
- Audible appliances
- Audible textual notification appliances

Supervising station fire alarm systems - transmitters
- Visual appliances

Portable Fire Extinguishers **NFPA 10**

Hydrostatic testing of carbon dioxide hoses equipped with a shut-off valve

Hydrostatic testing of cartridges associated with portable fire extinguishers and wheeled units

Hydrostatic testing of carbon dioxide, wet chemical and foam fire extinguishers

2-Year Interval Functional Testing

Fire Alarm **NFPA 72**

Smoke detector sensitivity test

3-Year Interval Functional Testing

Sprinklers **NFPA 25**

Dry system air leakage

Dry system full flow trip test

4-Year Interval Functional Testing

Passive Fire Protection (Commercial Facilities) **NFPA 80, 105**

Smoke/fire dampers

Note: Testing required one year after installation and every four years after that.

5-Year Interval Functional Testing

Sprinklers **NFPA 25**

Sprinkler heads - extra-high temperature or corrosive atmosphere

Gauges

Fire department connections
- Hydrostatic test siamese connections

Standpipe - remote point full flow test
- Hydrostatic test manual/dry standpipes
- Hose connection pressure reducing valves (full flow)

Standpipe Houses

5-year test for new hoses and every 3 years thereafter

Valves, valve components
- Pressure reducing valves/relief valves (full flow)

Private fire service
- Full flow test

Portable Fire Extinguishers **NFPA 10**

Hydrostatic testing of carbon dioxide hoses equipped with a shut-off valve

Hydrostatic testing of cartridges associated with portable fire extinguishers and wheeled units

Hydrostatic testing of carbon dioxide, wet chemical and foam fire extinguishers

6-Year Interval Functional Testing

Passive Fire Protection (Hospitals) **NFPA 80, 105**

Note: Testing required one year after installation and every six years after that.

Portable Fire Extinguishers **NFPA 10**

Stored-pressure extinguishers requiring 12-year hydrostatic test shall be emptied and subjected to applicable maintenance procedures

10-Year Interval Functional Testing

Sprinklers **NFPA 25**

Dry type sprinkler head testing (every 10 years thereafter)

12-Year Interval Functional Testing

Portable Fire Extinguishers **NFPA 10**

Hydrotest of dry chemical hose equipped with a shut-off valve

Hydrotest of dry chemical and clean agent extinguishers

Hood Suppression System **NFPA 17A**

Hydrostatic testing

Replacement of cartridge

Cylinder

Regulator test

Auxiliary pressure containers

Hose assemblies

Wet chemical containers

20-Year or Greater Interval Functional Testing

Sprinkler **NFPA 25**

Quick response head test (at 20 years and every 10 years thereafter)

Standard response head test (at 50 years and every 10 years thereafter)

2.2. STANDPIPE INSPECTIONS – FIRE HOSE

ADT Commercial, provides installation, inspection, and service of fire alarm standpipe and fire hose systems. In accordance with the National Fire Protection Association (NFPA) 25 standards for inspection, testing, and maintenance of water-based fire protection systems, as well as local codes and regulations set by the Authority Having Jurisdiction (AHJ), it is crucial to properly maintain these systems to ensure they are functioning properly in case of a fire.

Testing Procedure

The facility shall perform all Standpipe Flow Test(s) every 5 Years.

For additional guidance performing tests, see NFPA 25, 2017 Edition (Table 9.2.4.2 and 9.2.4.3).

For Visual Requirements see NFPA ITM Quick Reference Guide.

ADT Commercials licensed technicians shall perform inspection, maintenance, and service of fire alarm standpipe and fire hose systems. This includes regular inspections of the fire hose itself, as well as the standpipe system.

In accordance with national and local codes, the fire hoses must be removed from its rack, unrolled, and physically inspected at least once a year. During this inspection, it is necessary to check the last hydro-test date to ensure it is within code requirements, examine the condition of couplings, threads, and gaskets, inspect the valve for damage, rot, or mildew, and assess the hose and nozzle for any damage, rot, or mildew, including checking the nozzle for damaged threads or a blocked tip.



Additionally, it is important to verify that the standpipe hose threads match the type used by the local fire department. If the threads do not match, an adapter should be supplied to ensure proper connection during a fire. The standpipe system should also be regularly inspected for any damage to the pipes, valves, and other components, and tested to verify proper pressure and flow.

Function:

The standpipe extends into the building to supply firefighting water to the interior of the structure via hose outlets, often located between each floor in stairwells in high rise buildings. Dry standpipes are not filled with water until needed in firefighting.

Proper maintenance and regular inspections of these fire protection systems help to identify and repair any potential problems, maintain the functionality of the system, and ensure it is ready to use in the event of a fire. By a hearing to the standards set by NFPA 25 and local codes, ADT Commercial is committed to providing the highest level of protection for our clients.

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,

- 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
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

ADT Commercial confirms it will perform all items in Section 2.2

2.3. AUTOMATIC FIRE PUMPS

ADT Commercial ensuring proper installation and inspection of automatic fire pumps is of utmost importance in ensuring fire protection for commercial buildings. We take this responsibility very seriously and follow a strict process to ensure that the pumps are installed and inspected properly.

The first step in the process is to check the general condition of the automatic fire pump piping, hangers, drain valves, check valves, gauges, and all related equipment. This includes looking for any signs of damage or wear and tear and making sure that all components are securely attached. If any issues are identified through the inspection process, they are promptly repaired to maintain the pump's proper working condition.

Next, we conduct the required annual performance flow test. This test is critical in ensuring that the fire pump can deliver the necessary flow rate and pressure in case of a fire emergency. During the test, the pump is run for a specified period of time, and the flow rate, pressure, and other performance metrics are carefully monitored. If any issues are identified by our inspector, the pump is repaired or replaced and retested until it meets the required standards.

After the performance flow test, we tag the fire pump and related equipment as required by code. This includes adding identification labels, recording the test results, and documenting any repairs or maintenance performed. This information is important in ensuring that the fire pump is always ready to operate in case of a fire emergency.

Finally, we perform the required record keeping ensuring that the fire pump is regularly inspected and maintained. This includes keeping detailed records of all tests and inspections, as well as any repairs or maintenance performed. This information is crucial in ensuring that the fire pump is always in good working condition and can perform its intended function in case of a fire emergency.

ADT Commercial, we understand the importance of proper installation and inspection of automatic fire pumps in ensuring fire protection for commercial buildings. By following a strict process of checking the general condition of the pump and related equipment, conducting annual performance flow tests, tagging devices as required, and performing required record keeping, we ensure that these fire pumps are always in good working order and can perform their intended function in case of a fire emergency.

#

Testing Procedure

The facility shall test all Fire pumps under flow every 12 months.

For additional guidance performing tests, see NFPA 25, 2017 Edition (Table 9.2.4.2 and 9.2.4.3).

For Visual Requirements see NFPA ITM Quick Reference Guide.



Function:

The annual test shall be conducted under churn, 100% of pump rating, and 150% of pump rating of the fire pump by controlling the quantity of water discharged through approved test devices.

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

ADT Commercial confirms it will perform all items in Section 2.3

2.4. FIRE SPRINKLER SYSTEMS

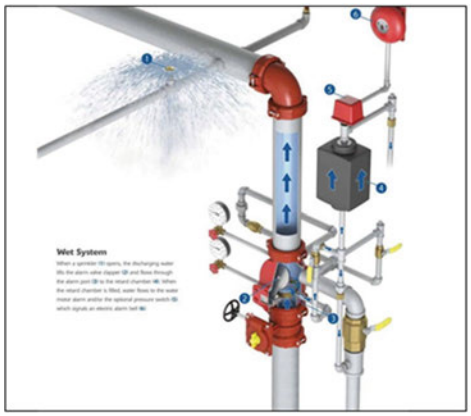
Automatic Fire Alarm Sprinkler Systems (AFAS) are essential components of a comprehensive fire protection plan. Proper installation, inspection, and maintenance of these systems is crucial to ensure that they provide the best possible protection in the event of a fire. ADT Commercial is a leading provider of fire protection services, including the installation, inspection, and maintenance of AFAS.

The installation of an AFAS begins with a comprehensive evaluation of the building's layout, construction, and fire protection needs. The technicians at ADT Commercial will then design a system that meets all local, state, and federal codes, as well as the building's specific requirements. Once the system has been designed by a certified engineer, the technicians will proceed to install the components, including the sprinkler heads, alarm components, and control valves. They will also ensure that all components are properly positioned, and that the system is properly connected to the building's water supply and electrical power.

Inspections are a critical part of the maintenance process and are essential to ensure that the AFAS is in good working order. ADT Commercial conducts inspections in accordance with local, state, and federal codes and includes a report of inspection results. The inspection includes a thorough examination of all components, including the sprinkler heads, alarm components, and control valves. The technicians will also verify the proper distribution and activation of the system, inspect the solenoid release, and clean the interior, if necessary. If any corrective action is required, the technicians will make recommendations and take appropriate action to ensure that the system is in good working order.

ADTC technicians will also test the sprinkler system and alarm components to ensure that they are functioning properly. This includes checking the sprinkler heads for adequate clearance and condition and verifying the proper distribution and activation of the system. The technicians will also inspect the sprinkler control valves for proper position, general condition, accessibility, and appropriate signage. If necessary, they will clean the pilot lines and solenoid strainers to ensure that the system is functioning properly.

In addition to these procedures, ADT Commercial also takes care of the required tagging of devices and performs the necessary record keeping. The technicians will also identify any site conditions that could compromise the mechanical or electronic components of the system and make recommendations for any corrective action that may be required. ADTC also provides inspection and draining of low points at intervals specified by the customer and in accordance with NFPA requirements. A written report of the inspection will be provided to the customer.



With its expertise in the installation, inspection, and maintenance of AFAS, ADT Commercial is well-equipped to provide its customers with the peace of mind that comes from knowing that their fire protection needs are in good hands. ADTC's technicians are trained and experienced in all aspects of AFAS and are committed to ensuring that these systems are installed, inspected, and maintained to the highest standards, so that they are always ready to provide the best possible protection in the event of a fire.

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.

ADT Commercial confirms it will perform all items in Section 2.4

2.5. FIRE DETECTION – FIRE ALARM SYSTEM

We work with seasoned professionals on your comprehensive fire and life safety plan from ADT Commercial and rest assured that you have the help you need to be ready to deal with challenges before they appear.

The ADT Commercial National Fire and Life Safety Team (NFLST) can install and maintain fire systems to help protect commercial facilities of all sizes across a wide range of industries. Before starting any project, we assess your specific needs and then develop an integrated solution that works today—and can expand to help meet your future needs.

We utilize NICET Certified (National Institute for Certification in Engineering Technologies) technicians, installers, and inspectors who understand your business, landscape, and risks. Our staff members also enrich their life safety knowledge with other certifications and advanced courses in fire and life safety and are qualified to deploy systems for businesses of all sizes.

We support and encourage NICET certification

Whether your business has one property or 500, you will receive the most advanced engineering support and complete drawings of your business using the latest CAD technology.

We produce plans that are modular, allowing for custom tailoring and expansion. Throughout the planning, installation, and acceptance testing phases of your fire and life safety program, our experienced team will work closely with you to make sure you're happy with your investment every step of the way.

We know that fire detection services help to save lives, and we provide everything from a four-zone panel to an extensive networked system for fire, carbon monoxide, smoke, and heat detection.

- Fire Detection Fire
- Suppression Solutions
- Wet fire sprinklers
- Dry fire sprinklers
- Fire pumps and controllers
- Pre-action fire sprinklers
- Deluge fire sprinklers
- Fire extinguishers
- Hood suppression systems
- FM 200
- CO2 low & high pressure
- Halon systems replacement/retrofit
- Novec 1230 Argonite Foam Systems
- Mass notification

We also offer high sensitivity and specialty hazard detection, and, in the event of an emergency, color-coded LEDs will help you pinpoint alarms. We offer sensitivity adjustments for environmental factors, too. Our complete line of passive fire protection services is even customizable. It includes fire and smoke damper inspections, fire damper and smoke damper repairs, fire door inspections, firestop survey and installation, and photoluminescence egress marking systems. Just having a fire detection system is not enough. You need to ensure that your system and the team behind it can meet the needs of your business, and everyone involved

ADVANCE SMOKE, HEAT AND GAS DET SYSTEM

Our comprehensive fire and life safety service offerings include everything from installation to sophisticated monitoring services, testing, inspection, service and maintenance—performed by specially trained and certified technicians. We support and encourage NICET certification, and our associates have decades of hands-on experience. ADT Commercial National Fire and Life Safety Team (NFLST) members are actively involved with special committees at the National Fire Protection Association (NFPA). They are among the experts responsible for the oversight, writing and adoption of new codes and standards that serve as the foundation for the industry's evolving safety and compliance standards.



One call takes care of it all ADT Commercial offers everything you need to install a fire alarm system. Our turnkey service is simple and easy to manage—without making endless phone calls to find qualified contractors, juggling schedules and struggling to keep up with multiple warranties. Professional, in-house veterans will tailor, install and program a fire alarm system that meets your company's unique needs. Additionally, we have great relationships with qualified electrical contractors who we can subcontract to while we provide total project management and oversight to ensure a quality project is delivered.

- installation
- Programming
- Preventative maintenance
- Testing
- Inspections
- Code compliance
- Performance-based solutions
- Applications-based solutions
- Central station monitoring
- 24-hour emergency service and repair
- Fire alarm system retrofitting and tenant buildouts

Local professionals delivering customer service excellence Choose ADT Commercial, and you won't have to wonder if the installation contractors know what they're doing or understand your system—because they're certified, highly experienced professionals. Our team oversees the process and quality control from the initial conversation to getting your system operational. We can even provide ongoing inspection and maintenance, and advanced monitoring the power of partnership ADT Commercial offers the strength of national resources along with the attention of local management.

Our goal is to build long-term partnerships with customers. After installation and programming, we also offer testing, inspection, and maintenance programs to help ensure your facilities are safe and in compliance with increasingly complex local, state and national fire safety requirements.

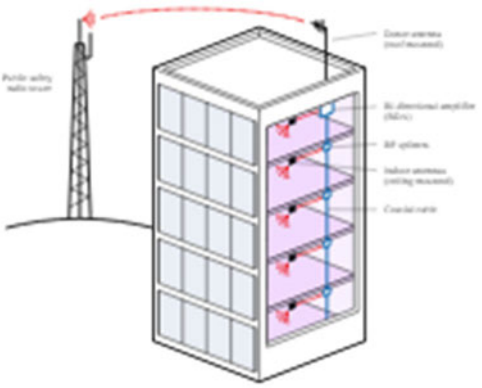
Advanced monitoring from our central stations provides an additional layer of security for your personnel and property. • If lightning strikes, literally or figuratively, our inhouse 24-hour emergency service and repair teams can respond with agility and speed.

Emergency Responds Communication Enhancement System (ERCES, BDA,DAS)

The safety of occupants and first responders often depends on the reliable availability of firefighter, EMS and police two-way radio communication. Building materials, particularly high-efficiency material such as low-E glass, can dampen outdoor radio signals from public safety radio towers, making indoor levels too low to meet International Fire Code Section 510, NFPA 72 National Fire Alarm and Signaling Code or the

NFPA 1221 Standard for the Installation, Maintenance, and use of Emergency Services Communications Systems

- Baseline coverage assessments
- Permitting and AHJ coordination
- Procurement of system hardware including FCC and UL Listed bidirectional amp (BDA)
- BDA configuration and optimization



ADT Commercial is your One Ideal Partner for fire and life safety solutions. We work with contractors, local fire authorities and building owners to create turnkey and robust in-building ERCES, bi-directional amplifiers (BDA) and distributed antenna systems (DAS) to meet a jurisdictions adopted/amended fire code.

MASS NOTIFICATION AND EMERGENCY COMM SYSTEM

In an emergency situation, it's critical to have a system in place that can quickly and effectively inform building occupants of the threat, provide clear instructions on what to do, and guide them to safety. ADT Commercial offers solutions that leverage the products and partners to provide emergency response personnel with the critical information they need to keep building occupants safe.

Our emergency response and mass notification system are designed to help building occupants quickly understand when to stay put, when to evacuate, and where to go. Our systems provide real-time updates and alerts that reflect the changing conditions of the emergency, taking building occupants one step at a time to safety.

Whether the emergency is a result of a natural disaster, environmental accident, workplace violence, or terrorist threat, our systems provide response personnel with the tools they need to effectively manage the situation. ADT Commercial can provide them a firm grasp of the situation and helps them understand what obstacles and dangers stand between building occupants and safety.

Our emergency response and mass notification system include:

- Mass Notification: Our mass notification system allows you to communicate with building occupants quickly and effectively in the event of an emergency. You can send notifications to all of your buildings, classrooms, and outdoor areas simultaneously, ensuring that everyone is informed and knows what to do.
- Emergency Response: In the event of an emergency, our emergency response system can quickly alert the appropriate authorities and facilitate a rapid response, helping to minimize harm and damage.
- Mobile Apps: Our mobile apps provide real-time updates and alerts directly to building occupants, allowing them to stay informed even when they are on the go.
- Alerting Devices: Our alerting devices, such as speakers, strobe lights, and sirens, provide a visual and auditory alert to help building occupants quickly respond to an emergency.

Automatic Fire Detection and Fire Alarm Systems are critical components of any fire protection strategy. They play a vital role in ensuring the safety of building occupants, as well as protecting property from fire damage. As such, it is imperative that these systems are installed, maintained, and inspected in a manner that ensures their reliability and functionality.

The inspection of fire detection and fire alarm systems is an important aspect of maintenance and must be performed at regular intervals to ensure that these systems are operating correctly. Our technicians perform a thorough and systematic evaluation of each system to verify that it is in service and in satisfactory condition, in accordance with NFPA standards.

The inspection process includes a comprehensive evaluation of all installed devices and equipment, including 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.

In addition, our technicians inquire about any changes or modifications made to the fire detection and alarm system, as well as changes in the general occupancy environment, operations, and conditions. This information is used to determine if the fire detection and alarm system remains suitable for its intended purpose and is in compliance with NFPA recommended procedures.

During the inspection process, our technicians test smoke and heat detectors in accordance with manufacturer specifications, verify the operability of non-restorable heat detector circuits, test the functionality of all accessible heat-actuating devices, and exercise flow switches, tamper switches, and low-pressure alarms. We also test the activation of output relays, the operability of smoke detectors, and the functionality of fire alarm control panels and remote fire alarm panels.

All smoke detectors are also evaluated for cleanliness, and any detectors that require cleaning are cleaned in accordance with manufacturer guidelines. The inspection process also includes an evaluation of the general condition of the fire alarm panel and related equipment, as well as the overall storage and stock arrangements for combustibles in relation to fire alarm and suppression systems.

Finally, our technicians tag devices as required and perform required record-updates and provide a brief written report of the inspection to the Purchasing Entity. This report includes any deficiencies found during the inspection process, as well as recommendations for corrective action where necessary.

Testing Procedure

This facility will test all Control Equipment every 12 months.

For additional guidance performing tests, see NFPA 72, 2019 Edition (Table 14.4.3.2).

For semi-annual visual requirements and semi-annual load test see 14.3.1.

Note: Based on Manufacturer's recommendations which typically is a 5-6 year lifespan

Monitored =Semi-annual, Unmonitored = weekly



Function:

Fire Alarm Control Panel is one element of a Fire Alarm system for detecting and reporting occurrences of fires within a building based on inputs from automatic and manual fire alarm devices. The system may supply power to detection devices, transponders, off-premises transmitters, or Notification Appliances and transfer of condition to relays or devices connected to the control unit including Fire Suppression Systems, activating, closing fire doors, unlocking exit doors, and automatically activating the Smoke Control System in some situations.

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

ADT Commercial confirms it will perform all items in Section 2.5

2.6. EMERGENCY LIGHTING

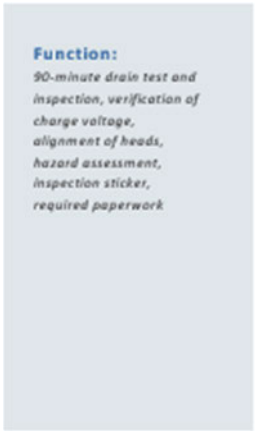
As a responsible and dependable provider of emergency lighting systems, ADT Commercial takes immense pride in its installation, repair, and inspection services. Ensuring that emergency lighting and exit signs are functioning properly is critical to the safety of building occupants in the event of a power loss or fire. All inspections are carried out in accordance with local, state, and federal codes, including NFPA standards, to ensure that emergency lighting systems are in satisfactory condition.



ADT Commercial understands that emergency lighting systems require regular maintenance to function properly. To ensure that emergency lighting systems are in good working order, inspections are conducted to identify any issues that could compromise the performance of the system's mechanical and/or electronic components. To ensure maximum performance, ADT technicians test each unit to ensure that lighting systems will illuminate for a minimum of 90 minutes, as required by OSHA, NFPA, and NEC minimum standards.



As part of the maintenance process, ADT technicians also check the energy efficiency of all units, bulbs, and lamps and adjust the PC board float voltage where applicable to extend the life of batteries and other key components. They inspect all bulbs and lamp heads to ensure they are operational and meet code-specified lighting requirements, and they clean all battery terminals and leads. To ensure that emergency lights and exit signs are appropriately placed, ADT technicians also check the placement of these devices.



In addition to the above services, ADT Commercial also ensures that proper record-keeping is performed and that devices are tagged as required. After completing the inspection, a written report is provided to the Purchasing Entity detailing any deficiencies found during the inspection. This report provides valuable information for making any necessary corrections to ensure that emergency lighting systems are functioning as required.

In conclusion, ADT Commercial is committed to providing reliable and efficient emergency lighting systems installation, repair, and inspection services. By performing regular inspections and maintenance, ADT ensures that building occupants are protected in the event of a power loss or fire.

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

ADT Commercial confirms it will perform all items in Section 2.6

2.7. SPECIAL HAZARD FIRE SUPPRESSION SYSTEMS

ADT Commercial provides installation, repair, and inspection services for special hazard fire suppression systems. These systems are used in environments where specialized fire suppression strategies are necessary to protect high-value and high-hazard assets, such as computer rooms, fuel pump islands, clean rooms, power plants, and telecommunications centers. The suppression agents used in these systems vary and can include CO2, FM200, foam, dry chemical, and other special chemical formulations.

To ensure that these systems are functioning properly, ADT Commercial performs inspections in accordance with NFPA standards and site conditions. During the inspection, technicians assess the system to determine if it is in service and in satisfactory condition and identify any issues that could compromise its performance. Our technicians also check the discharge devices for adequate condition and clearance, release control devices for proper position and accessibility, and the general condition of visible and accessible piping, hoses, gauges, and related equipment.

The technicians also assess the 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. The technicians take note of changes in building status that could affect the performance of the special hazard system and check for any changes or modifications made to the system.

After the inspection, ADT Commercial provides a brief written report of the findings to the Purchasing Entity. The report includes recommendations for corrective action where needed and details any deficiencies found during the inspection. The technicians also tag devices as required and perform all required record-keeping.

ADT Commercial provides a thorough and professional service for special hazard fire suppression systems. With their knowledgeable technicians and mindfulness, they ensure that these systems are functioning properly and are prepared to provide quick and effective fire suppression in the event of a fire.

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 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

EXAMPLE OF SPECIAL HAZARD SUPPRESSION SYSTEMS



ADT Commercial confirms it will perform all items in Section 2.7

2.8. PORTABLE FIRE EXTINGUISHER INSPECTION, SERVICE, and TESTING

ADT Commercial is committed to providing comprehensive inspection, service, and testing of portable fire extinguishers to ensure their proper functioning in the event of a fire. The annual inspection, service, and testing process involves several key steps to ensure the extinguishers are in good working order and are located in the appropriate place. The inspection process starts with a visual examination of each unit to ensure it is properly hung with the correct manufacturer hanger.

Next, the gauge pressure and condition of the gauge are checked to ensure compatibility with the extinguisher. The weight of the extinguisher and the last hydro-test dates are also verified to ensure they are within the code requirements. The valve and shell are inspected for any damage or corrosion and the hose is examined for cracks or splits. The hose threads are also checked for signs of wear. The discharge horn is inspected for any obstructions that may interfere with access to the extinguisher.

In the event of dry extinguishers, the powder is fluffed by turning the unit and the extinguisher shell is cleaned with a spray cleaner. The hose is then returned to its proper position and the condition of the hose/horn retention band is verified at the side of the extinguisher. The unit classification is properly identified with the appropriate decal and all operating instructions are checked to be clean and legible.

The extinguisher is properly tagged and the area around it is surveyed to verify that the unit classification corresponds with all potential hazards. The unit is then verified to be properly located within normal travel pathways and positioned at a conspicuous and accessible height. The unit must be visible and unobstructed, and it is replaced on its hanger.

Finally, a brief written report of the inspection is provided to the Purchasing Entity, detailing any deficiencies that were found during the inspection process. The report will include the inspection date, time, and service technician, as well as any equipment type/class or placement discrepancies and recommendations for corrective action.

In conclusion, ADT Commercial's inspection, service, and testing of portable fire extinguishers is a comprehensive process that ensures each unit is in good working order and is located in the appropriate place. The written report of findings provides valuable information to the Purchasing Entity and helps to ensure the safety of building occupants in the event of a fire.



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

ADT Commercial confirms it will perform all items in Section 2.8

2.9. NEW PORTABLE FIRE EXTINGUISHER SALES

ADT Commercial provides new portable fire extinguisher sales to ensure that its clients have the necessary fire suppression equipment to protect their assets and comply with fire safety regulations. The company follows strict minimum requirements to ensure that its fire extinguishers meet the highest standards in terms of quality, reliability, and performance.

All fire extinguishers provided by ADT Commercial must be new and include a minimum six-year factory warranty. The warranty period begins on the day of acceptance by the Purchasing Entity, giving the client peace of mind knowing that they have a reliable fire suppression system in place.

The fire extinguishers will meet all relevant organizational standards, such as UL, DOT, NFPA, OSHA, and FEMA, to ensure that they are safe and effective in the event of a fire. The fire extinguishers must be corrosion-resistant and painted red, except for water spray-type (class A) extinguishers, which must be made of stainless steel. The valve assemblies must also be made of metal.

ADT Commercial makes its clients aware of when the next fire extinguisher inspection is required and at what cost. The company delivers all fire extinguishers with a current inspection tag and in accordance with all federal and state regulations regarding packaging and shipping. Additionally, the company provides the required HM-126C MSDS sheets for proper handling of the extinguishing agents.



If a fire extinguisher is defective, incorrectly sized, or placed incorrectly, ADT Commercial is required to replace it at no charge within 12 hours of notification. The company has a 24-hour toll-free 800 number that appears on all invoiced shipments to provide clients with immediate support in case of an emergency.

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 replace, 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

ADT Commercial confirms it will perform all items in Section 2.9

2.10. KITCHEN FIRE SUPPRESSION – COMMERCIAL HOOD SYSTEM

ADT Commercial supplies comprehensive installation, service and repair services for kitchen suppression and commercial hood systems. These systems play a critical role in protecting commercial kitchens from fires, which can cause considerable damage to both property and human life. Therefore, it is essential to ensure that these systems are functioning at their best to ensure maximum protection.

During the installation process, the system components are inspected to ensure that they are in good condition and comply with all relevant codes and standards, including NFPA standards. The mechanical and electronic components are carefully checked to identify any issues that may affect the system's performance. The system's remote pulls and automatic trips are tested to verify their functionality. The manual release of the system is also tested to ensure that it operates correctly.

During the service and repair phase, the mechanical operation of the system is verified, including the gas shutoff function or electrical shutoff function. Fusible links are replaced as required. The system components are inspected for cleanliness and any necessary corrective actions are taken to restore the system to normal operation. The system is reset, and tamper seals are installed. The suppression agent t cylinder is inspected, and the cylinder/cartridge pressure, agent weight, and condition are verified. The last hydro-test date is checked to ensure that it is within code requirements. The piping/bracing is inspected to ensure that it complies with the manufacturer's specifications. Nozzles are checked to ensure that they are properly aimed, free of any damage or blockages, and have the proper blow-off caps intact.

The owner's manual for the system must be available on-site, and a suitable portable fire extinguisher must be located in an easily accessible and visible location. ADT Commercial asks the Purchasing Entity about the general occupancy of the kitchen to ensure that all NFPA recommended procedures are followed. Any changes in the hazard area are identified, and the performance and reliability of the fire suppression system are verified. The devices are tagged as required, and the required record-keeping is performed. A detailed report of the inspection is compiled, including any recommendations for corrective actions.

In conclusion, ADT Commercial provides comprehensive installation, service and repair services for kitchen suppression and commercial hood systems, ensuring that they are in peak working condition to protect commercial kitchens from fires. Regular inspections, maintenance, and repairs are crucial to ensure maximum protection, and ADT Commercial takes this responsibility seriously by following all relevant codes, standards, and procedures.

Testing Procedure

The facility shall test all Automatic Kitchen Hood Systems Semi-Annually.

For additional guidance performing tests, see NFPA 17 2017 Edition (Table9.2.4.2 and 9.2.4.3).



Function:

An automatic fire suppression system can operate without human intervention. Detection is accomplished by mechanical or electrical means. Mechanical detection uses fusible-link or thermo-bulb detectors. These detectors are designed to separate at a specific temperature and release tension on a release mechanism. Electrical detection uses heat detectors equipped with self-restoring, normally-open contacts which close when a predetermined temperature is reached. Remote and local manual operation is also possible.

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

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

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

2.10.4. Inspections

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

2.10.5. Additional Requirements

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

ADT Commercial confirms it will perform all items in Section 2.10

2.11. COMMERCIAL HOOD SYSTEMS CLEANING

ADT Commercial provides comprehensive commercial hood system cleaning services, ensuring that kitchens are kept safe and hygienic for employees and patrons alike. The State desires that vendors adopt environmentally responsible business practices and expects contractors to demonstrate their commitment to environmental sustainability and public health protection. To that end, ADT Commercial uses cleaning products that are in accordance with the standards and recommendations of the United States Environmental Protection Agency EPP program, the Green Seal organization, and the U.S. Green Building Council. The use of hood cleaning products registered under NSF International is also acceptable.

ADT Commercial provides high-pressure spray units for cleaning commercial hoods and presents the Purchasing Entity representative with a cleaning schedule. The company schedules off-peak hours for cleaning when cleaning multiple units and prearranges with the Purchasing Entity representative for kitchen keys and roof accessibility as applicable. The company provides all necessary equipment, including ladders for buildings without roof access, lighting accessories, and tools for hood cleaning and clean-up. The company also greases bearings on the blower shaft if noted on the job order and returns all issued keys to the agency representative upon completion of the job, if applicable.

The scope of work for hood system cleaning includes a detailed kitchen setup. The company turns off appliances and pilot light, removes or places boards over deep fat fryers, places boards over range cookers, etc., and places polyurethane over all appliances, clipping it to troughs. The company also removes grease filters and cleans them, as noted on the job order. The set-up for roof fan cleaning includes clipping and draping polyurethane from the hood canopy, directing water to a suitable drain or collection container.

In conclusion, ADT Commercial provides reliable and environmentally responsible commercial hood system cleaning services, ensuring the safety and hygiene of kitchens. The company uses high-pressure spray units and adopts environmentally friendly cleaning products in line with industry standards. With a focus on minimizing downtime and providing detailed inspection reports, ADT Commercial is committed to providing top-notch services to meet the needs of its clients.



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

ADT Commercial confirms it will perform all items in Section 2.11

2.12. ACCESS CONTROL SYSTEMS

ADT Commercial access control security solutions do more than lock and unlock doors. We provide you the systems to help you implement seamless control of all entry points throughout your organization. Ranging from stand-alone access control systems to hosted or managed systems, our security solutions address your concerns in the present so you can continue to plan.

From the reduction of theft and violence to keeping the security of facilities, there are multiple reasons for implementing effective access control. Terrorists, disgruntled customers, and dishonest employees pose great risks to organizations of any size in any industry, but access control systems supplied and installed by a company you trust can help mitigate these risks.

- Control the entire facility or just specific areas within your building
- Limit access to specific parts of your building by date/time or by the cardholder
- Control access to parking facilities, elevators, and more
- Provide badges with images included
- Open doors with a mobile device using cloud access
- Use automated system management to save time and manual work

We understand the importance of identifying each person who enters campus facilities and offers comprehensive reporting to help implement access management. Agencies will receive an audit trail of site access by user, date, and time. With the integration of surveillance cameras, you can watch what is happening in multiple facilities. We can also connect with your intrusion detection system.

Visitor management

Visitor management support allows you to both identify and log every person that enters your building. To protect you from sophisticated methods used to penetrate traditional security efforts, we enable you to run a quick background check against federal and state crime databases before printing a temporary photo ID badge for your visitors.

Hosted access control

With a web-hosted solution, you can administer access across your entire organization, including managing permissions, adding cards, running reports, and more, without dedicated servers and IT backup. Our web-hosted applications are compatible with Windows, Unix, and Linux operating systems, which allows for enhanced access on demand.

All web-hosted applications allow you to change anything about your access control setup, no matter where you are. If you're on vacation and remember that a specific room should remain inaccessible to the employees who could unlock it, you can simply change the setting—it's never been easier to lead from afar.

Managed access control

With managed access control, you can get the benefits of a traditional access control system while leaving the daily administration to us. Our managed access control program not only allows you to lower organization costs but also avoids the need for dedicated computers, IT support, database backup, or special software.

Full system management

We offer everything from software related updates to commissioning new hardware and cardholder administration. Many access systems also can be tied to the customer's HR system, and we can help manage the system around that configuration.

New cards can be shipped out from our Network Operations Center. All we need are details about the cardholder and access to the customer's access control system.

Managing access levels-changes/additions and deletions for cards

- Transaction types
- Replacement cards
- Change the card's expiration date
- Change the person's access rights
- Change the person's zone administration
- Terminate the card

ADT Commercial access control systems are continually evolving. We can provide a planned migration path to help keep you up to date with the ever-changing compliance, security and functionality requirements.

Card readers

Your custom system might utilize a range of authentication and reader types, depending on your security needs both in the present and future. Proximity cards, smart cards, or biometrics are a few great options.

Biometrics

Biometrics refers to any array of technologies that measure unique body characteristics, such as DNA, fingerprints, retinas and irises, and even voice patterns, all of which can be captured and stored in a database that is used to authenticate any single person's identity.

Simple networks and interface

Because expandability and integration are common concerns in business security, our stand-alone system is also sure to provide wireless wide-area networking for all types of facilities. Single, multiple, and even remote facilities all come with an easy-to-use interface that can help your business embrace the protection and convenience our monitoring systems have to offer.

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

ADT Commercial and select subcontractor teams are prepared with a depth of experience, to provide all aspects of access control system services and products in delivery of this category as follows:

ADTC has a mature business unit in operation, Enterprise Security Risk Management Services lead by the eSRG team (pronounced: eeSURG) Enterprise Security Risk Group. eSRG exists within ADTC to consult with clients by:

- Assessing their operation and making recommendations for optimization.
- Benchmarking and testing technology solutions to client requirements.
- Creating security master plans and long-range roadmaps.
- Designing security solutions.
- Specifying security solutions.
- Risk assessment and mitigation planning.
- Resilience planning and adoption strategies.
- System and Program hardening and password policies for InfoSec and Physical Security Systems

B. Installation of new systems

ADT Commercial has long standing experience in the installation of new security systems. Our annual new system installations number in the tens of thousands. ADTC provides testing and inspections required by clients, by local authorities having jurisdiction, and/or by best practices and manufacturer recommendations. ADTC's service department handles these activities.

C. Replacement or upgrade of systems

ADT Commercial has long standing experience in replacement and/or upgrade to existing security and access control systems. ADTC seeks to maintain a best-in-class technical team, and to do that, has vetted and selected, Strategic Alliance Partnerships, enterprise level, best of class access control solutions manufacturers.

D. Removal of existing systems

ADT Commercial and select subcontractor teams provide system removal of old systems when applicable.

E. Integration of various types of systems

ADT Commercial is perhaps best known for integrating various types of systems. ADTC has a mature business unit in operation, Advanced Integration Services (AIS) who leads and executes these services.

ADTC' talented team of Application Engineers routinely integrates multiple products by multiple manufacturers into an integrated solution that utilizes each system involved. As such, we are consistently integrating products in access control with those in intrusion alarm, security video surveillance, commercial databases, commercial voice communications systems, biometric technology, and the like.

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

ADT Commercial and select subcontractor teams are able to provide complete installations including cable, cable management, data networks, servers and power infrastructure computers, software, hardware, together with equipment required to achieve the installation.

2.12.3. Maintenance and repair (including emergency repairs) of systems

ADT Commercial and select subcontractor teams have long standing experience and elevated level of expertise providing maintenance and repair, including emergency repair, of systems they install and even that others install. Our service department is able to be reached 24 hours a day with manned Helpdesk for live access to dedicated Solution Support Application Engineer during business hours, and off-hour communication and action plan and personnel to respond to any emergency.

A. Respond on site to trouble calls within four (4) hours, including weekends and holidays

ADT Commercial is able to respond on site to trouble calls throughout the continental united states within four (4) hours, including weekends and holidays from many of our offices, our emergency response plans offered with in the cost section of this proposal. ADTC's offices are located strategically across the county to give the best coverage to enable dependable response time commitments.

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

ADT Commercial seeks to enter into a master service agreement with defined levels of service for response, service equipment stock, client notification requirements, based on the customer's identified criticality. When our service technicians are dispatched, all tasks and activities associated with a dispatch are input into an integrated computer tracking system. Each site is individually tracked for ease of reporting. Upon dispatch from our service and operations team, the appropriate equipment for the customer maybe able to be identified and dispatched with the technician.

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

Critical or high priority devices will be identified, purchased, and stored as part of a defined master service-level agreement specific to the customer's scope, functional and operational requirements to enable proper inventorying of mission critical replacement parts for non-functioning equipment being available before a non-functioning unit is removed.

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

Replacement and repair of equipment as defined by the customer's functional and operational requirements and included in service level agreement would be provided to a specific location, or within an assigned geographical area inside a location, as determined by the customer's requirements, and scope of service as agreed upon by both parties.

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

ADT Commercial has application engineers who specialize and are highly trained individuals who work with the software, networks, and server infrastructure, and who are the programming and configuration team for integrated security system deployments. They are also the individuals who work with client IT departments in executing the installations and in meeting client IT security objectives. Finally, the application engineers are the individuals tasked with providing client training and system orientation.

ADT Commercial confirms it will perform all items in Section 2.12

2.13. BURGLAR ALARM SYSTEMS

We help you detect unauthorized access into your building with intrusion alarms. When it comes to protecting your business from break-ins, do you have all your risks covered, or are there gaps in your intrusion detection? Protecting your business is vital and setting up a system that addresses your concerns and provides you with the protection you need is a crucial decision. Working with a partner you can trust, like ADT Commercial, is imperative.

At ADT Commercial, we've been solely focused on security for over 144 years. When you work with us, you are working with professionals.

INTRUSION ALARM MONITORING

We can help you protect your organization with proven, reliable technology. Whether you are on-site or miles away, our state-of-the-art intrusion detection solutions and monitoring services give you peace of mind, so you can focus on your business.

We don't provide a one-size-fits-all solution. We design protection that takes the shape of your organization, helping you choose the most robust intrusion system with the latest technology.

- Opening and closing reports that supply an audit trail of business hours
- The ability to expand, enhance, and customize the system
- Integration with fire alarm systems, security system access control, and video surveillance systems
- Flexible options, such as motion detectors, photoelectric beams, magnetic contacts, shock and pressure sensors, and glass break detectors
- Exit and entry time delay features

SECURITY AUDIT

We offer a security audit to help you determine if there are gaps in your current protection system, and we offer comprehensive security suggestions based on our expertise and your personal preferences.

- **Onboarding** Our comprehensive onboarding process connects you with the ADT Commercial team members who will be working with you. We will strive to be sure all of your plans are communicated clearly and help you with the training and support you need as the installation begins. Our professionals strive to perform their detailed work efficiently, installing the system with minimal or no disruption to your business.
- **We compensate based on quality** Every call and installation are followed by a customer satisfaction survey, and your opinion is critical. We compensate our employees in part on their ability to provide exceptional customer service. Your satisfaction matters to us.
- **More than just intrusion** Our system detects motion and intruders, as well as other issues that can impact health and safety. We can monitor your building for sump pump failure, sudden temperature changes, smoke, carbon monoxide and flooding.
- **Monitoring centers** Intrusion alarm systems are linked to our UL Listed monitoring centers located across the U.S. We use automated signal load balancing and backup architecture to help your organization's critical intrusion, fire, and life safety alarms receive a response, even during inclement weather or other major emergencies.

MONITORING CENTER

Intrusion alarm systems are linked to our UL Listed monitoring centers located across the U.S. We use automated signal load balancing and backup architecture to help your organization's critical intrusion, fire, and life safety alarms receive a response, even during inclement weather or other major emergencies.

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

ADT Commercial and select subcontracted teams are prepared to provide all aspects of Intrusion Detection and/ or Burglar Alarm Systems, services and products in delivery of this category as follows:

ADTC has a mature business unit in operation, Enterprise Security Risk Management Services lead by the eSRG team (pronounced: eeSURG) Enterprise Security Risk Group. eSRG exists within ADTC to consult with clients by:

- Assessing their operation and making recommendations for optimization.
- Benchmarking and testing technology solutions to client requirements.
- Creating security master plans and long-range roadmaps.
- Designing security solutions.
- Specifying security solutions.
- Risk assessment and mitigation planning.
- Resilience planning and adoption strategies.
- System and Program hardening and password policies for InfoSec and Physical Security Systems

2.13.3. System Monitoring:

ADT Commercial's Central Station monitoring services can help to increase your efficiency while mitigating your losses. Through our partnership, you will know that your company is protected, all while staying within budget.

- ADT Commercial infrastructure reliability meets or exceeds regulatory requirements.
- Our monitoring centers are UL Certified and FM Approved to provide business alarm monitoring, service dispatching, technical assessment, and support services.
- Your business enjoys three layers of business security monitoring that provide protection: through our primary computer system, our on-site backup system, and off-site at our Disaster Recovery Center.
- We believe that transparent data delivery and analytics are core services that add value to the customer experience.

We provide multiple data access, reporting, and analytics tools to help our customers use the data we collect to improve their security programs and lower costs.

We are one of the only security service providers that ban "phone trees" for incoming calls. All calls to our monitoring and customer service centers are answered by an associate who is trained to assist you. In jurisdictions that have adopted ASAP, we can enact the protocol for faster, more accurate, and two-way communications with dispatching agencies for better response time by authorities.

We can help secure your business with around-the-clock, professional protection. In fact, our monitoring centers across the U.S. are listed by Underwriters Laboratories. We use automated signal load balancing

and backup architecture to help your organization's critical intrusion, fire, and life safety alarms receive a response, even during inclement weather or other major emergencies.

In jurisdictions that have adopted ASAP, we can enact the protocol for faster, more accurate, and two-way communications with dispatching agencies for better response time by authorities.

A. Provide a 24-hour (UL) station
B. Provide backup communication, i.e., radio or cell phone

2.13.4. Installation of new systems

ADT Commercial has long standing experience providing installation of new Intrusion Detection, or burglar alarm security systems. ADTC provides testing and inspections required by clients, by local authorities having jurisdiction, and/or by best practices and manufacturer recommendations. ADTC service department handles these activities.

2.13.5. Replacement or upgrade of systems

ADT Commercial has long standing experience providing replacement to and/or upgrade to existing Intrusion Detection and/or burglar alarm and security systems. ADTC seeks to maintain the best-in-class technical team and as such has limited Intrusion Detection and/or burglar alarm security system solution to industry leader in innovation and quality manufacturer partners.

2.13.6. Removal of existing systems

ASG and select Subcontractor Teams provide system removal of old systems when applicable

2.13.7. Maintenance and repair (including emergency repairs) of systems

ADT Commercial and select subcontractor teams have long standing experience providing maintenance and repair, including emergency repair, of systems they install and even that others install. Our service department is able to be reached 24 hours a day with manned Helpdesk for live access to dedicated Solution Support Application Engineer during business hours, and off-hour communication and action plan and personnel to respond to any emergency.

A. Respond on site to trouble calls within four (4) hours, including weekends and holidays

ADT Commercial is able to respond on site to trouble calls throughout the continental united states within four (4) hours, including weekends and holidays from many of our offices, our emergency response plans offered with in the cost section of this proposal. ADTC's offices are located strategically across the county to give the best coverage to enable dependable response time commitments.

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

ADT Commercial seeks to enter into a master service agreement with defined levels of service for response, service equipment stock, client notification requirements, based on the customer's identified criticality. When our service technicians are dispatched, all tasks and activities associated with a dispatch are input into an integrated computer tracking system. Each site is individually tracked for ease of reporting. Upon dispatch from our service and operations team, the appropriate equipment for the customer maybe able to be identified and dispatched with the technician.

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

Critical or high priority devices will be identified, purchased, and stored as part of a defined master service-level agreement specific to the customer's scope, functional and operational requirements to enable proper inventorying of mission critical replacement parts for non-functioning equipment being available before a non-functioning unit is removed.

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

Replacement and repair of equipment as defined by the customer's functional and operational requirements and included in service level agreement would be provided to a specific location, or within an assigned geographical area inside a location, as determined by the customer's requirements, and scope of service as agreed upon by both parties.

2.13.8. Integration to existing systems as requested

ADT Commercial is perhaps best known for integrating various types of systems. ADTC has a mature business unit in operation, Advanced Integration Services (AIS) who leads and executes these services. ADTC's talented team of Application Engineers routinely integrates multiple products by multiple manufacturers into an integrated solution that utilizes each system involved. As such, we are consistently integrating products to enable a common operating picture for situational awareness through integration of access control, intrusion alarm, security video surveillance, commercial databases, commercial voice communications systems, biometric technology, and the like.

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

Path to Value process, professional engineering project management expertise with disciplined and holistic approach, that is aligned with customer's risk-based objectives, and is executed from a thoughtful plan, is a big reason ADTC and vetted subcontractor teams are relied upon by best of breed manufacturers and global customers to perform their largest most complex system deployments, upgrades and conversions; and where ADTC is perhaps best appreciated.

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

CONFIRM

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

ADT Commercial and select subcontractor team(s) understand and will meet or exceed requirements as stated.

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

ADT Commercial and select subcontractor team(s) understand and will meet or exceed requirements as stated.

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

ADT Commercial and select subcontractor team(s) understand and will meet or exceed requirements as stated.

ADT Commercial confirms it will perform all items in Section 2.13

2.14. SURVEILLANCE SERVICES AND EQUIPMENT

Whether you need an IP-based enterprise-level solution with hundreds of cameras or a simple system to secure a satellite location and everything in between, we have the technical expertise and resources to serve your needs.

Video surveillance systems

Video helps control costs as well as adds another layer of protection to your organization. Video surveillance systems can also help create audit trails for compliance that provide visual documentation, particularly in highly regulated industries like pharmaceuticals, healthcare and financial services. ADT Commercial can help you upgrade your legacy video equipment to a state-of-the-art digital system or build and deploy a new one.

Build the system you need

We can help you choose the video surveillance system that is right, not only for your facility but also your budget. Additionally, our advanced video solutions can be integrated with other technologies, including intrusion detection systems and access control systems, to deliver a comprehensive approach to securing your business. Our team of professionals are here to help.

Our digital recording solutions include DVRs, NVRs and networked servers that provide bandwidth-friendly solutions. This allows your security team remote access to the system to observe and research events using analytics and tools that pinpoint video events. In many cases, we can work with your legacy IT infrastructure to route video throughout your enterprise, or we can help you enhance your security and efficiency by having our integrated solutions team deploy a security-only network.

Digital video

ADT Commercial digital video solutions offer standard and advanced high-definition IP video security cameras, NVRs or enterprise-level servers to record and manage video operations. With remote web management and viewing, you can access real-time and recorded video to help make decisions about security anytime, from virtually anywhere.

HD quality

You will have HD video quality for both indoor and outdoor applications, with smart mode functionality for analyzing recorded video in greater detail.

User-friendly playback

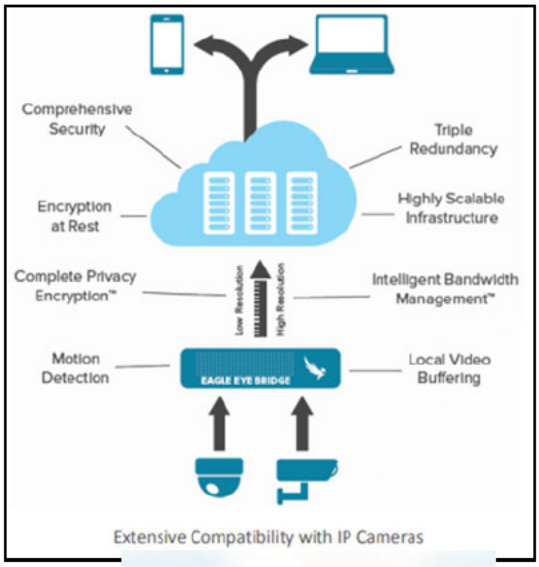
Tap into user-friendly web and mobile app interfaces with live view and video playback capabilities from multiple camera feeds. You'll also have event alerts and notifications to keep you informed.

Video data

We offer a number of solutions that can help you review video and make smart decisions. Our core products include:

- Cloud-hosted video
- Alarm event video
- IT-friendly video
- Web and mobile security management
- Video analytics
- Managed video

If you're struggling to keep up with the data stream your security system provides, managed plans are smart investments. You'll have a team of professionals working with your data around the clock, and you'll be notified if something unexpected happens.



Extensive Compatibility with IP Cameras

On-site video storage

The data your system delivers can be crucial during an investigation. You may also need to access your data to understand an emerging trend. Our on-site storage solutions allow you to record, store, and view video on-site or from your mobile device.

Cloud video

Secure online environment

Our cloud-based video surveillance solution allows you to record, store, and access video from multiple locations in a secure online environment without the need to manage servers and software. You won't need to make a large upfront investment—just pay for what you need.



Robust options

Use a system like this to view secure real-time or recorded video of key operational processes. Choose what video to store locally and determine what should be stored in the cloud. Set role-based permission levels to control who can view and/or download video.

Managed video services can save you manpower

If you're struggling to keep up with the data stream your security system provides, managed plans are smart investments. You'll have a team of professionals working with your data around the clock, and you'll be notified if something unexpected happens.

Our video alarm verification system provides more detail about potential crimes in progress to help you cut back on false alarms and the associated fees. Video analytics offers even more protection, as the system can sense the difference between a true threat and a natural occurrence.

Our video assistance helps you to provide a safe and secure environment for your employees and customers through a remote video look-in capability and two-way audio. Video escorts offer additional protection for employees entering or leaving your facility after hours, while video guard tours offer remote scans of your premises when a guard is not on duty.

Analysts will be on hand to monitor your data, and you'll be alerted when something unexpected happens. You'll have video at your fingertips to dive deep into an issue as it unfolds, and your team can communicate with the authorities for you.

REMOTE MANAGED SERVICES

Our ADT Commercial Network Operation Center can help design, implement, commission, manage, and monitor your security application IT network. The team can also help manage broadband connections.

Because our engineers hold certifications in both Cisco and Meraki, they have the advanced knowledge required to design and implement the integrated security solution you need.

Test your equipment. Remote health checks of IP-enabled devices on the network, such as cameras, DVRs and NVRs, hard drives, sensors, card readers and intercoms, can all be performed by our team.

- Schedule repairs. If a problem is discovered, such as a camera dropping off the network or unusual hard drive usage, upon authorization, we'll dispatch a technician to investigate and make repairs.
- Keep you connected. We will monitor point-to-point tunnel, local site connectivity, and network up/down status.
- Alert you. We will notify you via email or voice message when potential problems or data breach attempts occur.
- Protect your data. Our firewalls and security protocols help keep your data secure. You'll have access to up-to-date firewall and anti-virus software.

MONITORED AND MANAGED SERVICES

Managed services can help your agency reduce costs associated with travel expenses, improve processes, mitigate network security risks, and enhance physical security. It will allow teams to focus on core competencies, while we help provide peace of mind by helping agencies keep security systems and components running as expected—while the system is being monitored, the software updates, and bandwidth is managed.

- Physical network protection Management
- Security-only network Management
- Hosted Virtualized Computing (VM)
- Wireless Access Point (WAP) Management.

PHYSICAL SECURITY FOR NETWORKS

Managed services like these are more cost-effective than traditional security measures. Without additional workforce, training, equipment, and database management, you can streamline your security management and leave the daily administration to us.

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

ADT Commercial is a trusted provider of video surveillance systems and offers installation services for their customers. Their team of experts will work with the customer to understand their security needs and design a custom system that meets their specific requirements. Once the design is finalized, the installation team will work efficiently to install the cameras, wiring, and recording equipment in the desired locations. The team will also ensure that the system is configured properly, and that the customer is familiar with how to use it. ADT Commercial uses high-quality equipment to ensure that the video surveillance system is reliable and provides clear images. With their expertise and attention to detail, ADT Commercial ensures that their customers have a fully functional video surveillance system that enhances their security and provides peace of mind.

2.14.4. Replacement or upgrade of systems

ADT Commercial will replace or upgrade video surveillance systems for agencies. We understand that security needs can change over time, and technology continues to evolve rapidly. Our team of experts will work closely with the customer to understand their specific security requirements and recommend the best replacement or upgrade options available. We will provide detailed information on the latest technology and equipment available, along with the associated benefits and costs, to help the customer make an informed decision. ADT Commercial's skilled technicians will then work efficiently to replace or upgrade the video surveillance system, ensuring that it is fully functional and integrated with the existing security infrastructure. ADTC will also provide training to the agencies to ensure that they are familiar with the new system and know how to use it effectively. With ADT Commercial's expert replacement and upgrade services, agencies can rest assured that their video surveillance systems will remain up-to-date and effective in providing the necessary security to their businesses.

2.14.5. Removal of existing systems

ADT Commercial understands that the security of our customer's facility is of the utmost importance and that any work carried out to remove their existing video surveillance system must be done in a way that does not compromise the integrity of their security. Their team of experts will conduct a thorough site survey to understand the customer's current security infrastructure and the scope of work required to remove the existing video surveillance system. Our team will then develop a detailed plan that outlines the step-by-step process and timelines for the removal of the equipment. ADT Commercial's experienced technicians will carefully remove the equipment, ensuring that no damage is caused to the facility's structure or other security systems. We will also ensure that any exposed wiring or cables are safely removed or secured. In addition, the team will provide regular updates to the customer on the progress of the work and any potential impacts to their facility's security. ADT Commercial's meticulous approach to the removal of video surveillance systems, customers can be confident that their security will not be compromised during the process.

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

ADT Commercial takes pride in our responsive customer service and will respond to trouble calls within four (4) hours, even on weekends and holidays. Our service team of trained technicians is available 24/7 to ensure that any issues with the customer's video surveillance system are addressed quickly and efficiently. In the event of a trouble call, ADT Commercial's customer service team will work with the customer to understand the issue and prioritize the response based on the severity of the problem. They will then dispatch a technician to the agencies site to resolve the issue. If the issue cannot be resolved on site, the technician will provide a temporary solution and coordinate the replacement of any necessary equipment to ensure that the system is back up and running as quickly as possible.

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

To ensure efficient trouble call resolution, ADT Commercial technicians are required to carry adequate hardware inventory with them, allowing them to replace, repair, and/or maintain each system at the time they are dispatched. If the exact product required for a repair or replacement is not available in the technician's inventory, the customer will be given a choice of alternative products that are compatible with their system, and the technician will provide detailed information on the benefits and costs associated with each option

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

ADT Commercial's technicians are always prepared to provide an immediate replacement for any defective equipment and will not remove a defective unit without having an immediate replacement available, to ensure that the customer's security system always remains fully operational.

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

ADT Commercial technicians will confirm that replacement and repair of equipment must be provided to a specific location or within an assigned geographical area inside a location to ensure that the customer's security system is accurately and efficiently serviced.

10.14.7. Integration to existing systems as requested

ADT Commercial (ADTC) provides the ability to integrate with agencies' existing video surveillance systems. This allows for seamless integration and the ability to expand and upgrade existing systems without the need for a complete overhaul. ADTC's expertise in video surveillance allows them to work with agencies to design and implement solutions that meet their unique needs and requirements.

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

ADTC will provide and install all necessary equipment, including wires and fasteners, to complete the installation of a video surveillance system. The company aims to ensure customer satisfaction with their work.

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

When applicable, ADT Commercial provides the option to use video cards for video surveillance, allowing for efficient storage and retrieval of high-quality video footage.

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.

ADT Commercial offers video cards with various capacity sizes to meet all potential needs, and the capacity and specifications are 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

ADT Commercial (ADTC) provides a flexible approach to video surveillance services, including the option for agencies to either build their own stand-alone computer to run the system or request that ADTC build it for them. With this option, customers can choose the solution that best fits their needs and budget, ensuring a customized and effective video surveillance system.

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

ADT Commercial (ADTC) is a national provider of video surveillance services, with the ability to access most video surveillance camera manufacturers. This allows ADTC to offer a wide range of products and solutions to meet the unique needs of each customer

2.15. HIGH SECURITY CONTROL SYSTEMS

At ADT Commercial, we understand that the security needs of a correctional facility are unlike any other. Keeping a balance between building layout, visitor management, resident safety, and employee protection, all while maintaining efficiency, budget, and time, can be a daunting task. That is why we have dedicated our expertise to helping you meet these unique security challenges.

With over two decades of experience in the corrections market, our team of security experts has developed and refined time-tested strategies to help you safeguard your facility and those in your care. We are committed to providing the most comprehensive and innovative security solutions tailored to meet the specific needs of your prison, jail, detention center, or mental health facility.

Our comprehensive security solutions include:

Video Surveillance: Our innovative video surveillance technology provides real-time monitoring and recording capabilities to help detect and deter security threats.

Access Control: Our state-of-the-art access control systems allow you to monitor and control access to your facility, helping to prevent unauthorized entry and minimize the risk of escapes.

Intrusion Detection: Our intrusion detection systems can detect and alert you to any unauthorized activity in your facility, providing a critical layer of protection for your employees and residents.

Emergency Response: In the event of an emergency, our emergency response systems can quickly alert the appropriate authorities and facilitate a rapid response, helping to minimize harm and damage.

Staff Safety: Our staff safety solutions are designed to help keep your employees safe while they are performing their duties. This includes everything from personal safety devices to panic alarms, providing them with the tools they need to respond quickly in the event of an emergency.

- Detailed design and engineering
- Wireless network security
- Tier 2 and Tier 3 support 24/7
- Network security
- Program and project management
- Data storage systems
- Security consulting and design assistance
- Cloud backup and disaster recovery
- Security network design assistance,
- Implementation and management
- Third-party software integrations

At ADT Commercial, we are committed to providing the highest level of security and customer service to our clients. We work closely with each of our clients to understand their unique security needs and to develop custom solutions that are tailored to their specific requirements. With our experience in the corrections market, we are confident that we can help you achieve the level of security and safety you need to protect your facility and those in your care

REMOTE MANAGED SERVICES.

Our ADT Commercial Network Operation Center can help design, implement, commission, manage, and monitor your security application IT network. The team can also help manage broadband connections. Because our engineers hold certifications in both Cisco and Meraki, they have the advanced knowledge required to design and implement the integrated security solution you need.

- Test your equipment. Remote health checks of IP-enabled devices on the network, such as cameras, DVRs and NVRs, hard drives, sensors, card readers and intercoms, can all be performed by our team.
- Schedule repairs. If a problem is discovered, such as a camera dropping off the network or unusual hard drive usage, upon authorization, we'll dispatch a technician to investigate and make repairs.
- Keep you connected. We will monitor point-to-point tunnel, local site connectivity, and network up/down status.
- Alert you. We will notify you via email or voice message when potential problems or data breach attempts occur.
- Protect your data. Our firewalls and security protocols help keep your data secure. You'll have access to up-to-date firewall and anti-virus software.

Cisco Premier Partner
Cisco Meraki Cloud & Managed Services Express
paloalto MSSP Silver
FORTINET Platinum MSSP
Certified SONICWALL Platinum MSSP

MONITORED AND MANAGED SERVICES

Managed services can help your agency reduce costs associated with travel expenses, improve processes, mitigate network security risks, and enhance physical security. It will allow teams to focus on core competencies, while we help provide peace of mind by helping agencies keep security systems and components running as expected—while the system is being monitored, the software updates, and bandwidth is managed.

- Physical network protection Management
- Security-only network Management
- Hosted Virtualized Computing (VM)
- Wireless Access Point (WAP) Management.

PHYSICAL SECURITY FOR NETWORKS

Managed services like these are more cost-effective than traditional security measures. Without additional workforce, training, equipment, and database management, you can streamline your security management and leave the daily administration to us.

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

ADT Commercial provides expert replacement and upgrade services for high-security control systems. Their team of experts will work closely with the customer to understand their specific security requirements and recommend the best replacement or upgrade options available. They offer detailed information on the latest technology and equipment available, along with the associated benefits and costs, to help the customer make an informed decision. ADT Commercial's skilled technicians work efficiently to replace or upgrade the system, ensuring that it is fully functional and integrated with the existing security infrastructure. They also provide training to the customer to ensure that they are familiar with the new system and know how to use it effectively. With ADT Commercial's expert replacement and upgrade services, customers can rest assured that their high-security control systems will remain up-to-date and effective in providing the necessary security to their businesses.

2.15.3. Testing, training

ADT Commercial's technicians will provide thorough testing and training to customers with high-security control systems. Before the system is fully implemented, the technicians will perform a series of tests to ensure that the system is functioning correctly, and all components are working properly. After the system has been tested, the technicians will provide comprehensive training to the customer's employees to ensure that they are familiar with the new system and know how to use it effectively. The training will include instruction on the operation of the system, as well as tips for identifying and responding to security threats. ADT Commercial understands that security is an ongoing concern and will provide ongoing support to ensure that the system is always operating at peak performance.

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

ADTC custom integrates HMI/SCADA operator interfaces with programmable logic controllers (PLCs) and various communication subsystems to create a single, integrated security system. This system can be customized, programmed, and configured to remotely move and secure individuals in secure facilities such as detention centers, prisons, court houses, mental health facilities, etc. The system is controlled from a 24-hour central control room supported by satellite stations. The HMI and SCADA software can be configured as client/server or peer systems and can include pointing devices such as mouse or touchscreen. The system also includes subsystems for master-to-master staff intercommunications, door monitoring and control, utility monitoring and control, perimeter alarm systems, and duress alarm systems. These subsystems are integrated to provide a comprehensive security system with the ability to monitor and control various aspects of the secure facility.

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

ADT Commercial (ADTC) provides master-to-master staff intercommunication systems that allow for full-duplex, dialup communication between staff members. This system provides a reliable and efficient means of communication, allowing staff to stay connected and respond to any situation quickly.

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

ADT Commercial (ADTC) provides door monitoring and control systems that are designed and installed by professional engineers. These systems include field device interfaces such as relays, fuses, and terminals, to enhance the detention locking and door control capabilities. With ADTC's expertise and technical know-how, customers can trust that their door monitoring and control systems will operate effectively and efficiently

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

ADT Commercial (ADTC) provides utility monitoring and control systems with data and field device interfaces for various utility systems, such as 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. This comprehensive solution allows for monitoring and control of various utility systems, ensuring their efficient and effective operation

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

ADT Commercial (ADTC) provides perimeter alarm systems with data and field device interfaces for enhanced security and intrusion detection. The systems include advanced features such as drone detection and fence detection, as well as traditional technologies like burial coax fiber optic. With ADTC's perimeter alarm systems, customers can rest assured that their perimeter security is monitored and protected at all times.

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

ADT Commercial (ADTC) offers duress alarm systems with data and field device interfaces for both fixed and mobile systems. These systems include body-worn transmitters, duress pushbuttons, and locating technology subsystems, such as RTLS GPS and GEO location. ADTC's duress alarm systems provide a comprehensive solution for emergency situations, allowing individuals to quickly signal for help and be in real-time.

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

ADT Commercial specializes in installing and servicing custom high security low voltage control systems, including Programmable Logic Controller (PLC), Human Machine Interface (HMI), and Supervisory Control and Data Acquisition (SCADA) systems, for a variety of secure facilities, including correctional institutions, court houses, mental health facilities, detention centers, and jails. Our goal is to provide secure and reliable control systems that meet the specific needs of these facilities and ensure the safety of staff, inmates, and the public.

The process of installing and servicing custom high security low voltage control systems with ADT Commercial includes the following steps:

1. Equipment Supply: We supply all necessary equipment, including PLCs, HMIs, SCADA systems, cameras, storage devices, cabling, and other accessories.
2. System Design: We work with clients to design a system that meets their security requirements and expectations, taking into account the specific needs of the facility and the areas to be covered. This includes the integration of PLCs, HMIs, and SCADA systems to provide a complete control solution.
3. Installation: Our team of experts installs the system, making sure that all equipment is properly integrated and configured.
4. Configuration: We configure the system to allow remote monitoring and control, as well as recording and retrieval of video footage. We also integrate the PLC, HMI, and SCADA systems to provide a comprehensive control solution.

5. Testing and Commissioning: We thoroughly evaluate the system to ensure proper functioning and that it meets the requirements specified in the design. We also provide training to the client's personnel on how to use the system.

6. Maintenance: We provide ongoing maintenance and support for the system, including regular checks, updates, and repairs as necessary, to ensure the system continues to meet the required level of security and functionality.

At ADT Commercial, we understand the unique challenges and requirements of secure facilities, and our team of expert consultants and engineers provide high-quality work and delivering reliable, secure control solutions, including PLC, HMI, and SCADA systems, to ensure the safety and security of those who work and live in these facilities.

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

ADT Commercial confirms it will perform all items in Section 2.15

2.16. INSPECTIONS & MONITORING



ADT Commercial' primary mission is to protect our customers, employees and facilities, not only with advanced technology but also with skilled professionals who understand the investments at stake. We're passionate about delivering excellent customer service and doing what we say we'll do—when we say we'll do it. Professionalism, integrity and courtesy are just a few of our values. These values are brought to life by our highly trained commercial security service and inspection technicians who ca n offer insightful hands-on technical support often within 24 hours of your call. From resolving service calls on time to offering the support of knowledgeable people at every point of interaction, we strive to deliver projects efficiently and independently with minimal interruption to you and your business.

We understand that your time is valuable and so we strive to streamline out service and inspection process to take as little of it as possible. We pay close attention to your needs and are known nationally for our ability to service and inspect systems at many locations in a small window of time—with as little disruption to a customer's business as possible.

Our process - During the service and inspection process, we keep you informed of the progress we're making. We follow customer and code requirements carefully, and if we see an exception or an anomaly in those systems, we work with you to correct it right away. In the case you're busy during the time of service and inspection for one reason or another, you can depend on our unique Tech TrackerSM notification service to let you know who is going to be there, and when.

Certified professionals - Our service and inspection team are comprised of certified professionals who strive to work with a minimum amount of disruption to you and your business. Both before and during installation, it is important to us that your business can continue as usual. As the average tenure of our service technicians is over 9 years, you can rest assured your installer is professional, knowledgeable and prepared for the job.

Code compliance - Laws have become increasingly complex for businesses of all types and sizes. Throughout the testing and acceptance phase our goal is to help you ensure that your system adheres to all proper codes, laws, and industry standards. Then we provide you with the documentation you need to help prove compliance later, if necessary.

To make the most of any security investment, you need historical data available at the touch of a button. You also need reports that help you make sense of the raw figures in real-time. With ADT Commercial, you get the tools you need to view, manage, and analyze site activity to help you get the most from your security system investments.

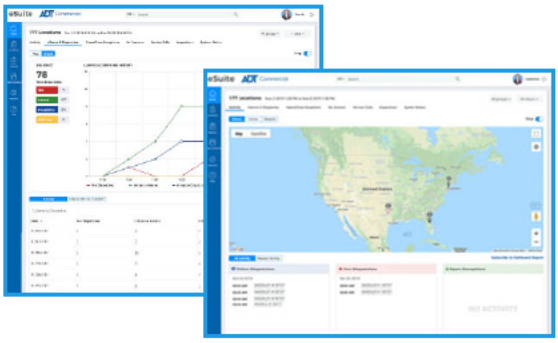
- Test burglar alarms
- Create location schedules
- View contacts for a location
- Edit contacts for a location
- Access panel information for all locations, and location-specific data, such as product photos and fire alarm inspection data for easy retrieval later
- Track permit numbers and expiration dates
- Run reports of all ADT Commercial products installed at each of your locations to check install dates, warranties, maintenance reports, and replacement costs
- View video associated with burglar alarms for up to a year after the alarm

Part of the reason we have focused our attention on data collection and presentation is that our customers have found reporting as a way to turn information into action. In the modern business environment, data collection is moving from optional to mandatory.

eSuite℠ ACCOUNT MANAGMENT

We listened to the current and evolving needs of customers, then designed eSuite to address them. This next-generation tool is highly intuitive and provides to-the-minute, actionable insight into your organization.

- Add and update your contacts and alarm codes
- Manage system status
- Place systems on test
- View video verified alarm events
- Verify and update open and close schedules
- Pay and view invoices
- Manage users and permission roles
- Manage permits
- Implement dual-factor authentication
- Manage keypad codes



eSuite™ helps businesses of all sizes streamline and manage their security programs with real-time data, using a secure online portal and mobile app.

2.16.1. Vendor must:

A. Guarantee system performance 99% uptime

ADT Commercial will make every effort to ensure that customers' systems have a performance of 99% uptime, provided that the customer has adopted a health monitoring solution on all systems.

B. Perform inspections as required by the Purchasing Entity

Upon the customer's request, ADT Commercial can provide performance inspections to ensure that the security system is operating at maximum efficiency and effectiveness.

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

ADTC provides inspections and monitoring services for fire alarm systems, including pre-engineered and engineered systems designed by NICET engineers. These inspections ensure that all equipment, including alarm devices, sprinkler heads, pipes, insulation, line pressure, hose connections, and fire department connections, are in accordance with the rules and regulations set by the Participating Entities and industry standards such as NFPA 72 and local authorities having jurisdiction (AHJ). The inspections can guarantee system performance with a 99% uptime.

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

ADTC will perform inspections of installed equipment, including fire alarm devices, sprinkler systems, pipes, insulation, line pressure, unusual wear or corrosion, hose connections, hose racks, fire department connections, and other related equipment to ensure compliance with all rules and regulations set by 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

ADTC will provide a comprehensive condition analysis report for all equipment inspected. This report will highlight any potential repairs that are needed, as well as any known rules or regulation infractions. ADTC will ensure that the report clearly notes the specific location and equipment, as well as the specific rule or regulation that has been violated, before any repairs are conducted.

C. Ensure that systems are constantly operational

ADTC will ensure that the systems are constantly operational by implementing measures to maintain the proper functioning of the systems and respond to any technical issues promptly to minimize downtime. This includes regular inspections and tests, adequate hardware inventory, and having a backup communication system in place. ADTC is committed to providing an elevated level of service to their clients and will take necessary steps to ensure the constant operation of the systems.

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

ADT Commercial understands that if awarded a contract, they will be responsible for performing semiannual/annual inspection services. This means that ADT Commercial will be obligated to carry out the specific set of inspection services outlined in the contract in order to ensure the proper functioning and compliance of the fire alarm/protective signaling systems. This responsibility is a key component of the contract and is necessary to maintain the safety and reliability of these systems.

.A. Inspect installed equipment, including complete testing of all fire alarm initiating devices, supervisory devices, and notification appliances

ADTC performs inspection of installed equipment, including complete testing of all fire alarm initiating devices, supervisory devices, and notification appliances. This is to ensure that the fire alarm system is working properly and is ready to detect and alert in case of a fire emergency.

B. Inspect fuses, lamps, LEDs, control equipment including all wiring, connections, and insulation; and

ADTC performs equipment inspections, which includes testing of all fire alarm initiation devices, supervisory devices, and notification appliances, and checking the fuses, lamps, LEDs, control equipment, wiring, connections, and insulation.

C. Provide the Participating Entities with a test report within 24 hours of completion, unless otherwise agreed upon in writing by both parties

In summary, ADTC performs equipment inspections including the testing of fire alarm devices, supervisory devices, and notification appliances, as well as checking fuses, lamps, LEDs, control equipment, wiring, connections, and insulation. The inspection results are provided to the Participating Entities within 24 hours in the form of a test report, unless otherwise agreed upon in writing.

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

ADTC will be responsible for conducting regular inspections of fire alarm systems in facilities, which may require inspection of a portion of the systems each quarter until all systems have been thoroughly inspected throughout the year. ADTC will also provide the participating entities with a test report within 24 hours of completion, unless otherwise agreed upon in writing.

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.

ADTC provides a central station that operates 24/7, offering monitoring services for alarm systems. The central station is UL listed and provides backup communication through either a radio or cellular service to ensure seamless and reliable operation.

ADT Commercial confirms it will perform all items in Section 2.16

3. GENERAL REQUIREMENTS

3.1. BACKGROUND CHECKS

ADT Commercial agrees to abide by the standards outlined in section 3.2 BACKGROUND CHECKS.

ADT commercial performs thorough background checks before allowing any individual to work for them. The background checks must meet the standards set by participating and purchasing entities. These checks are a crucial step in ensuring the safety and security of their clients and customers. They are conducted to verify the information provided by potential employees and to find any potential issues that may affect their ability to perform their job duties. The background checks include criminal history checks, employment verification, and education verification. ADT commercial takes its background check process seriously to ensure that the individuals they hire are qualified and trustworthy to perform the job effectively.

3.1.1. All background checks as required by Participating and Purchasing Entities must be completed prior to any work being done.

CONFIRM

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.

CONFIRM

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

CONFIRM

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.

CONFIRM

3.2. PUBLIC WORKS PROJECTS

ADT Commercial agrees to abide by the standards outlined in section 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.

CONFIRM

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.

CONFIRM

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.

CONFIRM

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.

CONFIRM

3.2.4. Jobsites must be cleaned every day.

CONFIRM

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.

CONFIRM

3.2.6. Asbestos

ADT Commercial has agreed to follow section 3.2.6 of the asbestos regulations. If asbestos or suspected asbestos-containing material is found, all work must stop in the area and the contractor must immediately contact the project manager or building owner. The project manager or building owner will take material samples for testing and convey the results to the vendor. If necessary, they will also conduct any required remediation before work can resume in the affected area.

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.

CONFIRM

3.3. GENERAL

ADT Commercial agrees to abide by the standards outlined in section 3.4 GENERAL

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

CONFIRM

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

CONFIRM

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.

CONFIRM

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.

CONFIRM

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.

CONFIRM

3.4. PENALTY FOR IMPROPER PRICING

ADT Commercial agrees to abide by the standards outlined in section 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.

CONFIRM

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.

CONFIRM

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.

CONFIRM

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.

CONFIRM

3.5. STANDARD OF PERFORMANCE AND ACCEPTANCE

ADT Commercial agrees to abide by the standards outlined in section 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.

CONFIRM

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.

CONFIRM

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.

CONFIRM

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

CONFIRM

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.

CONFIRM

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

CONFIRM

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

CONFIRM

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

CONFIRM

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

CONFIRM

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

CONFIRM

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.

CONFIRM

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.

CONFIRM

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 is ordinarily intended is general government administration and operations.

CONFIRM

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.

CONFIRM

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.

CONFIRM

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.

CONFIRM

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.

CONFIRM

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.

CONFIRM

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.

CONFIRM

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

CONFIRM

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.

CONFIRM

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.

CONFIRM

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.

CONFIRM

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.

CONFIRM

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.

CONFIRM

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.

CONFIRM

Proposed Staff Resumes

PROPOSED STAFF BIO

CONTACT	EMAIL/PHONE	RESPONSIBILITY
Scott Wulforst	scottwulforst@adt.com 775.287.8110	Manager State, Local Government and Education vertical for ADT Commercial
Spring Knickrehm	springknickrehm@adt.com 316.358.8534	Contracts Administrator / System Analyst

STATE AND LOCAL GOVERNMENT PROGRAM MANAGEMENT TEAM



Scott Wulforst
Sr. Director of State & Local Government Programs

scottwulforst@adt.com
775.287.8110

Years of experience: 31



Spring Knickrehm
Contracts Administrator /Operations Data Analyst

springknickrehm@adt.com
316.358.8534

Years of experience: 22

PROPOSED STAFF RESUME

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

Name of Company Submitting Proposal:	ADT COMMERCIAL LLC		
Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff			
Contractor Staff:	X	Subcontractor Staff:	
The following information requested pertains to the individual being proposes for this project.			
Name:	SCOTT WULFORST	Key Personnel: (Yes or No)	YES
Individual's Title:	Senior Director, State Local Government Programs		
Years in Classification:	13	Years with Firm:	1.5
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE *Information shall include a summary of the proposed individual's professional experience.*			
Scott has over 30 Years in the security and life safety industry, prior to joining ADT, Scott held various sales and operational leadership roles at Protection 1, Honeywell, and Stanley Security.			
RELEVANT EXPERIENCE *Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.*			
Scott Wulforst Joined ADT in 2021 as part of the strategic growth vertical team managing ADT's SLED vertical direction, contracts. Scott is responsible for working directly with State, Local and Education market partners, developing national and local contracts, and managing compliance for Healthcare GPO's, National, State and Local Government cooperative contracts. Scott's long tenure in the integrated electronic security, fire and life safety industry has allowed him to adequately serve and partner with state and local government agencies nationally.			
EDUCATION *Information required shall include institution name, city, state, degree and/or achievement and date completed/received.*			
UNIVERSITY OF MILWALKEE Industrial Security & Design Associates Degree 1992-1994			
CERTIFICATIONS *Information required shall include type of certification and date completed/received.*			
Scott holds numerous manufacture and industry certifications covering Fire alarm, Security and Surveillance.			

Revised: April 2020

Page 1 of 2

PROPOSED STAFF RESUME

REFERENCES A minimum of three (3) references are required.	
Reference #1:	
Name:	*Steve Allen*
Title:	*Director of Program Services*
Phone Number:	*757-469-6453*
Email Address:	*Steve.allen@certipath.com*
Reference #2:	
Name:	*Tim Kowtko*
Title:	*Director, Enterprise Accounts Unlimited Technology, Inc*
Phone Number:	*540-240-8150*
Email Address:	*tkowtko@utiglobal.com*
Reference #3:	
Name:	*Scott Crown*
Title:	*President*
Phone Number:	*916-425-2369*
Email Address:	*scott@prosalesreps.com*

PROPOSED STAFF RESUME

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

Name of Company Submitting Proposal:	ADT COMMERCIAL LLC		
Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff			
Contractor Staff:	X	Subcontractor Staff:	
The following information requested pertains to the individual being proposes for this project.			
Name:	Spring Knickrehm	Key Personnel: (Yes or No)	YES
Individual's Title:	DATA / Operations Analyst		
Years in Classification:	2	Years with Firm:	21
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE *Information shall include a summary of the proposed individual's professional experience.*			
Spring has been a part of the growth of ADT Commercial for over 20 Years, providing reporting from key databases to the organization. To running our quarterly reporting for our coop and GPO national contracts.			
RELEVANT EXPERIENCE *Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.*			
Spring has help positions with Protection 1, Redhawk and ADT Commercial			
EDUCATION *Information required shall include institution name, city, state, degree and/or achievement and date completed/received.*			
Butler Community College – El Dorado, KS – 2018 – Associates in Applied Science – Web Development and Design University of Phoenix – Phoenix, AZ - 2023 – Bachelors Degree - Information Technology.			
CERTIFICATIONS *Information required shall include type of certification and date completed/received.*			
Multiple industry and internal certifications			

Revised: April 2020 *Page 1 of 2*

PROPOSED STAFF RESUME

REFERENCES A minimum of three (3) references are required.	
Reference #1:	
Name:	*Richard Aycock*
Title:	*Technical Training Program Manager*
Phone Number:	*331-444-4049*
Email Address:	*richaycock@adt.com*
Reference #2:	
Name:	*Amy Farrish*
Title:	*Customer Care Manager - Analytics*
Phone Number:	*904-564-5213 (Ext 5213)*
Email Address:	*alfarrish@adt.com*
Reference #3:	
Name:	*Chad Stevens*
Title:	*Dir Business Development Energy*
Phone Number:	*713-816-2015*
Email Address:	*chadstevens@adt.com*

Revised: April 2020

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Other Informational Material

Other Informational Materials

NASPO ValuePoint

Security & Fire Protection Services

Nevada Solicitation Number 99SWC-S1820

SIGNED ATTACHMENTS

February 20, 2023

ADT Commercial

NASPO ValuePoint

Powered by Experience. Driven by Excellence.™

February 20, 2023

State of Nevada Department of Administration / Purchasing Division
ATT: Nancy Feser - Purchasing Officer II
515 East Musser Street, Suite 300
Carson City, Nevada 89701

SUBJECT: ADT Commercial LLC. Response to Nevada RFP 99SWC-S1820

Dear Ms. Feser

Thank You for the opportunity to allow ADT Commercial LLC (ADTC) to submit a response to the State of Nevada RFP 99SWC-S1850 for NASPO ValuePoint Master Agreements for Security and Fire Protection Services. Our team has read and understands all terms and conditions of RFP 99SEC-S1850 and will comply fully to the solicitation and has provided a response for all categories and sections listed below.

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

ADTC is a national security and life safety provider with 150+ company-owned offices in the U.S., staffed by local leaders delivering prompt service, comprehensive security, and fire and life safety solutions—all while laser-focused on innovation and customer service excellence. We measure success on achieving customer goals and developing strong, long-lasting partnerships through every project and customer interaction.

We look forward to next-step discussions in order to provide with best-in-class solutions and service as your One Ideal Partner, and to help you achieve your security, fire and fire protection services objectives now and into the future. Thank you for your consideration.

Scott Wulforst
Director, State Local Government Programs
ADT Commercial LLC

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:	ADT Commercial, LLC.
Company Street Address:	2441 Western Ave
City, State, Zip Code:	Las Vegas, NV 89102
Telephone Number, including area code:	775-287-8110
Toll Free Number, including area code:	855-238-2666
Email Address:	scottwulforst@adt.com

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

Requested Information	Response
Name:	Scott Wulforst
Title:	Sr. Director of State Local Government Programs
Address:	670 S. Rock Blvd
City, State, Zip Code:	Reno, NV 89502
Email Address:	scottwulforst@adt.com
Telephone Number, including area code:	775-287-8110
Toll Free Number, including area code:	855-238-2666

VENDOR INFORMATION RESPONSE

2. VENDOR INFORMATION

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

Question	Response
Company Name:	ADT Commercial, LLC.
Ownership (sole proprietor, partnership, etc.):	Limited Liability Corporation
State of Incorporation:	Colorado
Date of Incorporation:	June 17, 1999
# of years in business:	24
List of top officers:	Dan M Bresingham / Jeffrey Likosar / David Small
Location of company headquarters, to include City and State:	1501 Yamato Rd, Boca Raton, FL 33431
Location(s) of the office that shall provide the services described in this RFP:	Multiple / National https://www.adt.com/commercial/locations
Number of employees locally with the expertise to support the requirements identified in this RFP:	[Northeast - 2] [Southeast - 2] [Central - 3] [West - 4]
Number of employees nationally with the expertise to support the requirements in this RFP:	11
Location(s) from which employees shall be assigned for this project:	National (Nevada Reno / Las Vegas, Washington, Kansas, Illinois, New York, Pennsylvania)

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:	NV20111234098			
Legal Entity Name:	ADT Commercial LLC			
Is the Legal Entity Name the same name as vendor is Doing Business As (DBA)?	Yes	◉	No	○
If the answer is 'No', provide explanation below:				

VENDOR INFORMATION RESPONSE

2.3 STATE OF NEVADA EXPERIENCE

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

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

2.3.2 Table can be duplicated for each contract being identified.

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

2.4 CURRENT OR FORMER EMPLOYEE

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

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

2.5 PRIOR OR ONGOING CONTRACTUAL ISSUES

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

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

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

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

2.5.4 Table can be duplicated for each issue being identified.

VENDOR INFORMATION RESPONSE

Question	Response	
Date of alleged contract failure or breach:	NA	
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:	Christopher Benvau
Title:	Regional Vice President

4.1 SIGNATURE OF INDIVIDUAL AUTHORIZED TO BIND THE VENDOR

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

Revised: April 2021 *Page 4 of 4*

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:	ADT Commercial, LLC.
Print Name:	Christopher Benvau
Signature:	
Date:	24-FEB 2022

Revised: April 2021 *Page 1 of 1*

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:	ADT Commercial, LLC.			
Signature:				
Print Name:	Christopher Benvau			
Date:	20 Feb 2023			

Revised: April 2021 *Page 1 of 1*

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:	ADT Commercial, LLC.
Project Title:	RFP 99SWC-S1820 - SECURITY AND FIRE PROTECTION SERVICES
Print Name of Official Authorized to Sign Application:	Christopher Benvau
Signature of Official Authorized to Sign Application:	
Date:	20 Feb 2023

Revised: April 2021

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NASPO ValuePoint

Security & Fire Protection Services

Nevada Solicitation Number 99SWC-S1820

SIGNED ATTACHMENTS

February 20, 2023

ADT Commercial

Powered by Experience. Driven by Excellence.™

NASPO ValuePoint

February 20, 2023

State of Nevada Department of Administration / Purchasing Division
ATT: Nancy Feser - Purchasing Officer II
515 East Musser Street, Suite 300
Carson City, Nevada 89701

SUBJECT: ADT Commercial LLC. Response to Nevada RFP 99SWC-S1820

Dear Ms. Feser

Thank You for the opportunity to allow ADT Commercial LLC (ADTC) to submit a response to the State of Nevada RFP 99SWC-S1850 for NASPO ValuePoint Master Agreements for Security and Fire Protection Services. Our team has read and understands all terms and conditions of RFP 99SEC-S1850 and will comply fully to the solicitation and has provided a response for all categories and sections listed below.

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

ADTC is a national security and life safety provider with 150+ company-owned offices in the U.S., staffed by local leaders delivering prompt service, comprehensive security, and fire and life safety solutions—all while laser-focused on innovation and customer service excellence. We measure success on achieving customer goals and developing strong, long-lasting partnerships through every project and customer interaction.

We look forward to next-step discussions in order to provide with best-in-class solutions and service as your One Ideal Partner, and to help you achieve your security, fire and fire protection services objectives now and into the future. Thank you for your consideration.

Scott Wulforst
Director, State Local Government Programs
ADT Commercial LLC

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:	ADT Commercial, LLC.
Company Street Address:	2441 Western Ave
City, State, Zip Code:	Las Vegas, NV 89102
Telephone Number, including area code:	775-287-8110
Toll Free Number, including area code:	855-238-2666
Email Address:	scottwulforst@adt.com

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

Requested Information	Response
Name:	Scott Wulforst
Title:	Sr. Director of State Local Government Programs
Address:	670 S. Rock Blvd
City, State, Zip Code:	Reno, NV 89502
Email Address:	scottwulforst@adt.com
Telephone Number, including area code:	775-287-8110
Toll Free Number, including area code:	855-238-2666

VENDOR INFORMATION RESPONSE

2. VENDOR INFORMATION

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

Question	Response
Company Name:	ADT Commercial, LLC.
Ownership (sole proprietor, partnership, etc.):	Limited Liability Corporation
State of Incorporation:	Colorado
Date of Incorporation:	June 17, 1999
# of years in business:	24
List of top officers:	Dan M Bresingham / Jeffrey Likosar / David Small
Location of company headquarters, to include City and State:	1501 Yamato Rd, Boca Raton, FL 33431
Location(s) of the office that shall provide the services described in this RFP:	Multiple / National https://www.adt.com/commercial/locations
Number of employees locally with the expertise to support the requirements identified in this RFP:	[Northeast - 2] [Southeast - 2] [Central - 3] [West - 4]
Number of employees nationally with the expertise to support the requirements in this RFP:	11
Location(s) from which employees shall be assigned for this project:	National (Nevada Reno / Las Vegas, Washington, Kansas, Illinois, New York, Pennsylvania)

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:	NV20111234098			
Legal Entity Name:	ADT Commercial LLC			
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:				

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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:	NA	
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:	Christopher Benvau
Title:	Regional Vice President

4.1 SIGNATURE OF INDIVIDUAL AUTHORIZED TO BIND THE VENDOR

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

Revised: April 2021 *Page 4 of 4*

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:	ADT Commercial, LLC.
Print Name:	Christopher Benvau
Signature:	
Date:	24-FEB 2022

Revised: April 2021 *Page 1 of 1*

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:	ADT Commercial, LLC.	
Signature:		
Print Name:	Christopher Benvau	
Date:	20 Feb 2023	

Revised: April 2021 *Page 1 of 1*

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:	ADT Commercial, LLC.
Project Title:	RFP 99SWC-S1820 - SECURITY AND FIRE PROTECTION SERVICES
Print Name of Official Authorized to Sign Application:	Christopher Benvau
Signature of Official Authorized to Sign Application:	
Date:	20 Feb 2023

Revised: April 2021

Page 1 of 1

Exhibit 2
Connecticut Standard Terms

1. Definitions

a. Business Day

A day of the week recognized by the Client Agency as a workday, exclusive of Saturdays, Sundays and any State or federal holiday.

b. Claims

All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any forum.

c. Client Agency Data

Any data or information of the Client Agency that Contractor receives or creates by any means and in any form in connection with this Contract, Deliverables or Performance, including data and information with respect to any one or more of the following: databases, systems, operations, facilities, and regulatory compliance.

d. Confidential Information

Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number and residential address, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DAS classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

e. Confidential Information Breach

Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, or State.

f. Contractor Parties

Contractor’s members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity or with whom Contractor contracts to Perform under this Contract in any capacity.

g. Deliverable

Each (1) Good, Service or fulfilment of Performance; and (2) warranty of a Deliverable(s) that is listed in a pricing schedule or provided by Contractor as an element of Contractor's overall approach and solution to the requirements of this Contract. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

h. Goods

All things which are movable, including, but not limited to, supplies, materials, equipment, hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property without material harm to the things.

i. Perform

All acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Contract fully, including the Deliverables and all other Contract obligations. The word "Perform" includes all parts of speech.

j. Purchase Order

A written or electronic document that the Client Agency issues for one or more Deliverables in accordance with the terms of this Contract.

k. Records

All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

l. Services

The labor or work, necessary or appropriate for the Contractor to Perform.

m. Site

Location(s) specified by the Client Agency where Deliverables are to be installed, Services rendered, or materials furnished.

n. Specifications

Contractor's published technical and non-technical detailed descriptions of each Deliverable's capabilities, or intended use or both, as more fully set forth in this Contract or a Statement of Work, as applicable.

o. State

The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.

p. Statement of Work ("SOW")

Statement issued in connection with a Purchase Order for a Deliverable available under this Contract which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

q. Term

The original term of this Contract plus any extensions exercised under this Contract.

r. Termination

An end to this Contract prior to the end of its Term.

s. Title

All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Deliverable.

2. Whistleblower Provision

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

3. Disclosure of Records Concerning Governmental Functions

This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

4. Data: Access and Ownership

Access to Contract and State Data

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen

Stat. Sec. 4e-1, concerning this Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

5. Forum and Choice of Law

The parties deem this Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

6. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the Office of State Ethics pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

7. Audit and Inspection of Plants, Places of Business and Records

a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which relate to the Performance of this Contract.

b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available related to the Performance of this Contract at all reasonable hours for audit and inspection by the State and its agents.

c. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least forty-eight (48) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals

information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract.

e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (1) final payment under this Contract, or (2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period, . If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

f. Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

g. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

8. Campaign Contribution Restriction

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value of $50,000 or more, or a combination or series of such agreements or contracts having a value of $100,000 or more in a calendar year, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice

9. Protection of Confidential Information

a. Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.

b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Client Agency or DAS concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

   1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

   2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;

   3. A process for reviewing policies and security measures at least annually;

4. Creating secure access controls to Confidential Information, including but not limited to passwords; and

5. Encrypting of Confidential Information that is stored on laptops, portable devices and storage media or that is being transmitted electronically.

c. Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Client Agency after consultation with the Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a- 701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of DAS, the Client Agency, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from DAS, the Client Agency, or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Contract.

d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Contract concerning the obligations of the Contractor to the Client Agency or DAS.

10. Executive Orders and Other Enactments

a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its Term, or that may be made applicable to the Contract during its Term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to Perform under this Contract if it chooses to contest the applicability of the Enactments or the State's authority to require compliance with the Enactments.

b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

c. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017

concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

11. Non-Discrimination

a. For purposes of this Section, the following terms are defined as follows:

1. "Commission" means the Commission on Human Rights and Opportunities;
2. "Contract" and “contract” include any extension or modification of the Contract or contract;
3. "Contractor" and “contractor” include any successors or assigns of the Contractor or contractor;
4. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
5. “good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
6. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
7. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
8. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
9. "minority business enterprise" means any small contractor(1) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (a) exercise operational authority over the daily affairs of the enterprise, (b) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (c) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (d) are members of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability, or (2) which is a nonprofit corporation in which fifty-one per cent or more of the persons who exercise operational authority over the enterprise, (a) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (b) have the power to direct the management and policies of the enterprise, and (c) are member of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability ; and
10. "public works contract" means any agreement (A) for construction, rehabilitation, conversion, extension, demolition or repair of changes or improvements in real property, and (B) that is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees where such funding equals one hundred fifty thousand dollars or more.

For purposes of this Section, the terms “Contract” and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a public works contract , (2) any other state, including but not

limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3),or (4).

b. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; the timing and value of bids; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a public works contract, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with,

litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

g. Pursuant to subsection (c) of section 4a-60 of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☐

12. Health Insurance Portability and Accountability Act of 1996

a. If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

b. The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

c. The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103.

d. The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103.

e. The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").

f. Definitions

1. "Breach" shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
2. "Business Associate" shall mean the Contractor.
3. "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

5. "Electronic Health Record" shall have the same meaning as the term is defined in section

13400 of the HITECH Act (42 U.S.C. §17921(5).

6. "Individual" shall have the same meaning as the term "individual"' in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
7. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
8. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
9. "Required by Law"' shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
10. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
11. "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
12. "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
13. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.
14. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
15. "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.

g. Obligations and Activities of Business Associates.

1. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

2. Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA standards.

3. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

4. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

5. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

6. Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the business associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.

7. Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered

Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.

8. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.

9. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.

10. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

11. Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

12. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.

13. Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.

14. In the event that an individual requests that the Business Associate

    A. restrict disclosures of PHI;
    B. provide an accounting of disclosures of the individual's PHI;
    C. provide a copy of the individual's PHI in an electronic health record; or
    D. amend PHI in the individual's designated record set the Business Associate agrees to notify the Covered Entity, in writing, within five business days of the request.

15. Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without

    A. The written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
    B. The valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

16. Obligations in the Event of a Breach.

A. The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.

B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.

D. If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.

E. If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.

F. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address,

a posting on its Website and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

G. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

h. Permitted Uses and Disclosure by Business Associate.

1. General Use and Disclosure Provisions

Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

2. Specific Use and Disclosure Provisions

A. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
B. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
C. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

i. Obligations of Covered Entity.

1. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

j. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

k. Term and Termination.

1. Term. The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

2. Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

   A. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
   B. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible.
   C. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

3. Effect of Termination.

   A. Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
   B. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

l. Miscellaneous Sections.

1. Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

2. Amendment. The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104191.

3. Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

4. Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

5. Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

6. Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

7. Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, the HIPAA Standards, or the HITECH Act (all as amended), including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

13. Iran Energy Investment Certification

a. Pursuant to Conn. Gen. Stat. § 4-252a, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this Section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this Section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

14. Large State Contract Representation for Contractor

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such

principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

15. Large State Contract Representation for Official or Employee of State Agency

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

16. Consumer Data Privacy and Online Monitoring

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

17. Purchase Orders

a. This Contract itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against this Contract for Performance.

b. The Client Agency shall issue a Purchase Order against this Contract directly to the Contractor and to no other party.

c. All Purchase Orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase Orders issued in compliance with such requirements shall be deemed to be duly issued.

d. A Contractor Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk.

e. The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued Purchase Orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the Purchase Order or a copy bearing any hand-written signature or other "original" marking.

18. Risk of Loss

The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverables are in transit, or while in the Client Agency's possession, except when such loss or damage is due directly to the Client Agency's negligence or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

19. Background Checks

The Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that governs procedures for background checks. The Contractor and Contractor Parties

shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

20. Contractor Guaranties

a. Contractor shall:

1. Perform fully under this Contract;

2. Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;

3. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the Site, Goods, the Contractor's work or that of Contractor Parties;

4. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices; and

5. Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

21. Representations and Warranties

Contractor represents and warrants to the State for itself and, as applicable, the Contractor Parties that:

a. each is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Contract. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Contract and have the power and authority to execute, deliver and Perform its obligations under this Contract;

b. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; (2) Title 4a, Chapter 58 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-194a concerning the use of polystyrene foam;

c. the execution, delivery and Performance of this Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

d. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

e. as applicable, each has not, within the three years preceding the Effective Date of this Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under this Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or Performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or

destruction of records or property, making false statements, or receiving stolen property;

f. each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

g. they have notified DAS in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;

h. none has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Contract and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract or any assignments made in accordance with the terms of this Contract;

i. to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Contract;

j. each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that would be required disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the Section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;

k. each is able to Perform under this Contract using their own resources or the resources of a party who has not submitted a proposal;

l. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;

m. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

n. none owes unemployment compensation contributions;

o. none is delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;

p. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;

q. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Client Agency, such information as DAS or the Client Agency may require to evidence, in their sole determination, compliance with this Section;

r. each either owns or has the authority to use all the Deliverables;

s. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;

t. to the best knowledge of Contractor, the Client Agency's use of any Deliverables in a manner consistent with this Contract shall not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;

u. if any party shall procure any Deliverables, they shall sublicense such Deliverables and the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables; and

v. each shall assign or otherwise transfer to the Client Agency or afford the Client Agency the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Client Agency

22. Contractor Changes

The Contractor shall notify DAS in writing no later than ten (10) days from the effective date of any change in:

a. its certificate of incorporation or other organizational document;

b. more than a controlling interest in the ownership of the Contractor; or

c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS' satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of this Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS' written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under this Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under this Contract until Performance is fully completed.

23. Continued Performance

The Contractor and Contractor Parties shall continue to Perform their obligations under this Contract while any dispute concerning this Contract is being resolved. .

24. Representations and Warranties Regarding Motor Vehicles

If in the course of Performance or in any other way related to this Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), then the Contractor, represents and warrants for itself and the Contractor Parties, that:

a. it is the owner of record or lessee of record of each such motor vehicle used in the Performance of this Contract, and each such motor vehicle is duly registered with the Connecticut Department

of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

b. each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of this Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

c. each Contractor Party who uses or operates a motor vehicle at any time in the Performance of this Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

d. each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

25. Tangible Personal Property

a. Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

1. For the Term, Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus with the State under the provisions of Chapter 219 to be required to collect Connecticut use tax;

2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of

liability for the use tax;

3. Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in this Contract if any, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

4. Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in this Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.

b. For purposes of this Section of this Contract, the word "Affiliate" means any person, as defined in section 12-1 of the Connecticut General Statutes, that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten percent of the voting securities of the other person. The term "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b

26. Advertising

The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS' prior written approval.

27. Confidentiality; Non-Disclosure

The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the State does its own property of a similar nature and shall take reasonable steps to ensure that neither the confidential information of Contractor nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures does not apply to disclosures by the State to its employees, agents or representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State will take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. The State's performance of the requirements of this Section shall be subject to the State of Connecticut Freedom of Information Act ("FOIA").

All Records, Client Agency Data, and any Data owned by the State in any form, in the possession of the Contractor or Contractor Parties, whether uploaded, collected, stored, held, hosted, located or utilized by Contractor and Contractor Parties directly or indirectly, must remain within the continental United States.

28. Assignment

The Contractor shall not assign any of its rights or obligations under this Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this Section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS' or the State's rights or possible Claims.

29. Americans with Disabilities Act

Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq, and that it is in compliance with the law. Failure of Contractor to satisfy this standard either now or during the Term as it may be amended will render this Contract voidable at the option of the State upon notice to Contractor. Contractor warrants that it will hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act.

30. Limitation of Liability

a. Contractor's liability to the State shall be limited to two (2) times the total amount paid or payable , whichever is higher, to Contractor by the State under this Contract, including any amendments during the twelve (12) month period prior to the date the claim arose; except that, with respect to this Contract under which multiple project awards are made, "amount paid or payable" will mean the total amount paid or payable to the Contractor under the Purchase Orders and applicable SOW for the Deliverable(s) or Service(s) for each project awarded to Contractor giving rise to where the claim(s) occurred. The limitation of liability in this Section 30 shall not limit Contractor's liability for:
    1. Any actual or alleged claim that the Deliverables or Services under this Contract infringe, misappropriate, or otherwise violate any intellectual property rights, including copyright and patent, by any software or other intangible deliverable, including open source software that may be included in the System, Deliverables, or Services provided under this Contract, or to any other liability for infringement of third party intellectual property rights;
    2. Claims arising against the State for bodily injury to persons or damage to real or tangible personal property caused by Contractor's intentional wrongdoing or willful misconduct;
    3. Contractor's breach of its data security privacy obligations, including, without limitation, those obligations in this Contract; or
    4. Contractor's gross negligence, fraud, or willful misconduct.

c. Neither party shall be liable for consequential, special, punitive, or incidental damages, or lost profits from any cause under this Contract.

c. This Section shall survive the Termination of this Contract and shall not be limited by reason of any insurance coverage.

31. Consulting Agreements Representation

Pursuant to Conn. Gen. Stat. § 4a-81, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in Conn. Gen. Stat. § 53a-157b, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Conn. Gen. Stat. §4a-81.

Consultant's Name and Title _____ Name of Firm (if applicable) _____

Start Date _____ End Date _____ Cost _____

The basic terms of the consulting agreement are:

_____

_____

_____

Description of services provided:

_____

_____

_____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____ Name of Former State Agency _____ Termination Date of Employment