

MA 18P 23071000000000000005
NEW

State of Maine



Master Agreement

Effective Date: 07/10/23

Expiration Date: 07/01/28

Master Agreement Description: Security and Fire Protection Services

Buyer Information

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

Issuer Information

Nancy Tan 207-458-6050 ext. nancy.tan@maine.gov

Requestor Information

Nancy Tan 207-458-6050 ext. nancy.tan@maine.gov

Agreement Reporting Categories

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000023161

Vendor Name

A3 Communications, Inc.

Alias/DBA

Vendor Address Information

DIVISION 700, PO BOX 117343

ATLANTA, GA 30368

US

Vendor Contact Information

ACCOUNTS RECEIVABLE
803-744-5000 ext.
AR@A3COMMUNICATIONS.COM

Commodity Information

Vendor Line #: 1

Vendor Name: A3 Communications, Inc.

Commodity Line #: 1

Commodity Code: 99050

Commodity Description: Security and Fire Protection Services

Commodity Specifications:

Commodity Extended Description: AS PER THE SPECIFICATIONS ATTACHED AND MADE PART OF THIS MA.
Subject to NASPO ValuePoint master agreement #3407

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	07/10/23	07/01/28
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input type="checkbox"/>	Bid Cover Page and Debarment Form
<input checked="" type="checkbox"/>	Debarment, Performance, and Non-Collusion Certification
<input checked="" type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input checked="" type="checkbox"/>	Participating Addendum and NASPO ValuePoint Master Agreement #: 3407

RIDER A
Scope of Work and/or Specifications

The purpose of this master agreement is to order security and fire protection services on an as needed basis. This master agreement is subject to NASPO ValuePoint master agreement #3407, which is attached and hereby incorporated into this contract. All state agencies may submit delivery orders including the agreed upon prices and discounts until the expiration date of the master agreement. All delivery orders and formal price quotations will be subject to the terms, conditions, discounts, and pricing of this master agreement.

STATE OF MAINE

GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)

1. **DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

2. **WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. **TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. **PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of

lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any

portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are deappropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

22. ORDER OF PRECEDENCE: In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
- c. Scope of Work - If applicable
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion

23. ACCESSIBILITY: All IT products must be accessible to persons with disabilities, and must comply with State Accessibility Policy and Standards and the Americans with Disabilities Act. All IT applications must comply with the Digital Accessibility Policy (<https://www.maine.gov/oit/policies/DigitalAccessibilityPolicy.pdf>).

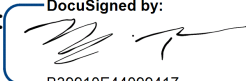
24. STATE IT POLICIES: All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures ([Policies & Standards | Maine IT](#)) effective at the time this Agreement is executed.

Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
 - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
 - c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*
- Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Brian Thomas	Title: President
Authorized Signature:  DocuSigned by: B30040E44000417...	Date: 8/8/2023

NASPO ValuePoint
PARTICIPATING ADDENDUM



SECURITY & FIRE PROTECTION SERVICES

Lead by the State of Nevada

Master Agreement #: 3407

Contractor: **A3 COMMUNICATIONS INC.**

Participating Entity: **STATE OF MAINE**

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

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

The following products or services are not included in this agreement:

- *N/A*

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Security & Fire Protection Services* led by the *State of Nevada* for use by state agencies and other entities located in the Participating State [*or State Entity*] authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of **Maine**. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Brian Thomas
Telephone:	803-744-5000
Email:	Brian.thomas@a3communications.com

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SECURITY & FIRE PROTECTION
 SERVICES**

Lead by the State of Nevada

Participating Entity

Name:	Justin Franzose
Address:	111 Sewall Street, 9 State House Station, Augusta, ME 04333-0009
Telephone:	207-624-7337
Fax:	N/A
Email:	Justin.Franzose@Maine.gov

**4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER
 AGREEMENT**

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

Participating Entity must check one of the boxes below.

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

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

I. EQUAL EMPLOYMENT OPPORTUNITY During the performance of this contract, the Contractor agrees as follows. A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation. C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

NASPO ValuePoint
PARTICIPATING ADDENDUM



SECURITY & FIRE PROTECTION SERVICES

Lead by the State of Nevada

D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

II. GOVERNING LAW This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

III. STATE HELD HARMLESS The contractor shall release, protect, indemnify and hold the Commonwealth of Massachusetts and the State of Maine and their officers, agencies, and employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees, for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

IV. NON-APPROPRIATION Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement. This does not relieve the State or an entity from obligation to pay for products shipped and/or services performed for which funds have been appropriated.

V. ORDERS: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

VI. TRAVEL: Standard Business Expenses may be allowed with prior authorization from an Eligible Entity. For Maine, the amount will not be more than that allowed for State of Maine employees (<http://www.maine.gov/osc/travel/per-diem>).

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SECURITY & FIRE PROTECTION
SERVICES**

Lead by the State of Nevada

VII. Credit/Procurement Card: The state of Maine may use credit/debit cards, at its choice, for purchases of \$5,000 or under. The same quoted price must be charged for a credit/debit card purchase as a purchase executed through a Purchase Order or Delivery Order (regardless of payment method). No surcharge for credit or debit card purchases is allowed.

ACCESSIBILITY: All IT products must be accessible to persons with disabilities, and must comply with State Accessibility Policy and Standards and the Americans with Disabilities Act. All IT applications must comply with the Digital Accessibility Policy (<https://www.maine.gov/oit/policies/DigitalAccessibilityPolicy.pdf>).

STATE IT POLICIES: All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures ([Policies & Standards | Maine IT](#)) effective at the time this Agreement is executed.

5. Lease Agreements: N/A

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of **Maine**, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.


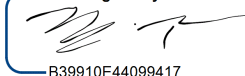
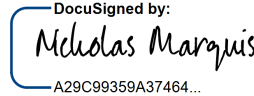
NASPO ValuePoint
PARTICIPATING ADDENDUM



SECURITY & FIRE PROTECTION SERVICES

Lead by the State of Nevada

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

Participating Entity:	Contractor: A3 Communications, Inc.
Signature:  DocuSigned by: David Morris 2A644AF5681F482...	Signature:  DocuSigned by: B39910E44099417...
Name: David Morris	Name: Brian Thomas
Title: Acting Chief Procurement Officer	Title: president
Date: 8/8/2023	Date: 8/8/2023
<i>Participating Entity:</i>	
Signature:  DocuSigned by: Nicholas Marquis A29C99359A37464...	
Name: Nick Marquis	
Title: Chief Information Officer	
Date: 8/8/2023	

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SECURITY & FIRE PROTECTION
SERVICES**

Lead by the State of Nevada

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

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

***[Please email fully executed PDF copy of this
document to***

PA@naspovaluepoint.org

***to support documentation of participation and posting
in appropriate data bases.]***

STATE OF NEVADA COOPERATIVE CONTRACT


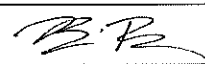
Nevada Contract Number:	99SWC-NU 23-16258
Master Agreement Number:	99SWC-NU 23-16258
Solicitation Number:	99SWC-S1820 (NASPO ValuePoint, Nevada)
Title:	Security and Fire Protection Services (NASPO ValuePoint, Nevada)

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:	A3 Communications		
Address:	1038 Kinley Rd		
City, State, Zip Code:	Irmo, SC 29063		
Contact:	Brian Thomas		
Phone:	803-744-5000	Email:	btthomas@a3communications.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: A3 Communications, Inc.
Signature: 	Signature: 
Name: Gideon K. Davis	Name: Brian Thomas
Title: Administrator	Title: President
Date: 5/5/23	Date: 5/2/2023

ATTACHMENT A
NASPO VALUEPOINT MASTER AGREEMENT
TERMS AND CONDIDITIONS



ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

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

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

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

II. Term of Master Agreement

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

III. Order of Precedence

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

IV. Participants and Scope

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

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

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

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

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

V. NASPO ValuePoint Provisions

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

5.2 Administrative Fees

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

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

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. Pricing, Payment & Leasing

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

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

VII. Ordering

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

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

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

VIII. Shipping and Delivery

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

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

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

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

IX. Inspection and Acceptance

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

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

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

X. Warranty

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

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

- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

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

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

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

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

12.2.1.2 specified by the Contractor to work with the Product;

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

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

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

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

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

XIII. Insurance

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

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

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

XIV. General Provisions

14.1 Records Administration and Audit

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

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

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

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

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

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

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

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

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

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

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

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

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

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

14.3 Assignment/Subcontracts

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

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

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

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

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

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

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

14.8 Defaults and Remedies

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

14.8.1.1 Nonperformance of contractual requirements;

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

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

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

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

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

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

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

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

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

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

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

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

14.11 No Waiver of Sovereign Immunity

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

14.12 Governing Law and Venue

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

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

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

VENDOR COST PROPOSAL 99SWC-VQ13557



SUBMITTED BY:
A3 Communications, Inc.
1038 Kinley Road
Irmo, SC 29063
Office: (803) 744-5000
www.a3communications.com



COST PROPOSAL PREPARED FOR

State of Nevada in Conjunction with NASPO ValuePoint
Nancy Feser, Purchasing Officer
515 East Musser Street, Suite 300 • Carson City, NV 89701

Request for Proposal Number 99SWC-S1820
NASPO ValuePoint Master Agreements for Security and Fire Protection Services

Prepared By: Brian Thomas

Due Date: February 23, 2023 at 2:00 p.m. PT

State of Nevada, Purchasing Division Attn: Ms. Nancy Feser 515 East Musser Street, Suite 300 Carson City, NV 89701	
RFP:	99SWC-S1820
OPENING DATE:	February 23, 2023
OPENING TIME:	2:00 PM
FOR:	Security & Fire Protection Services
VENDOR'S NAME:	A3 Communications, Inc.



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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

A3 Communications acknowledges and complies with section 4.5 in full (4.5.1 through 4.5.5). The completed *Cost Schedule* follows this page.

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

A3Communications

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

Nationwide

1. BACKFLOW PREVENTION SYSTEM (CATEGORY 1) (NO BID)

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

2. SANDPIPER INSPECTIONS - FIRE HOSE (CATEGORY 2) (NO BID)

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

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

A3Communications

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

Nationwide

3. AUTOMATIC FIRE PUMPS (CATEGORY 3) (NO BID)

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

4. FIRE SPRINKLER SYSTEMS (CATEGORY 4) (NO BID)

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

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

A3Communications

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

Nationwide

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

FIRE DETECTION - FIRE ALARM SYSTEMS		Unit	Rate
5.1.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 104.50
5.1.1.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 156.75
5.1.2.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 209.00
5.1.3.	Repair - Telephone Support	Per Hour	\$ 93.50
5.1.4.	Repair - Maximum Labor Rate (for any title)* (standard business hours)	Per Hour	\$ 159.50
5.1.5.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 137.50
5.1.6.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 206.25
5.1.7.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 275.00
5.1.8.	Monitoring/Maintenance - Option A (active health monitoring)	Per Device/Per Month	\$ 5.00
5.1.9.	Monitoring/Maintenance - Option A (active health monitoring; does not include central station alarm monitoring)	% of system cost	10.00%
5.1.10.	Materials Mark-up	% of contractor cost	24.00%
5.1.11.	Subcontractor Mark-up	% of subcontractor cost	16.00%
5.1.12.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
5.1.13.	Install - Physical Security Engineer	Per Hour	\$ 137.50
5.2.	Install/Repair - IT Specialist (advanced integration, virtualization, custom, network configuration, etc.)	Per Hour	\$ 159.50
5.2.1.	Project Manager	Per Hour	\$ 121.00
5.2.2.	Program Manager	Per Hour	\$ 148.50
5.2.3.	Design and Consultation Services	Per Hour	\$ 148.50
5.2.4.	Preventative Maintenance (add-on support plan, annual)	% of system cost	3.50%
5.2.5.	Custom Service / Maintenance Agreement	Negotiated	
5.2.6.	Central Station Monitoring (pricing subject to site-specific requirements and system configuration)	Custom	Custom
5.2.7.	NA	Per Hour	\$ -
5.2.8.	* per SOW sections 3.2.1 thru 3.2.3; certain public projects may be subject to prevailing Davis-Bacon wage requirements. Depending on the Davis-Bacon wage schedule in any given geographic area; the Davis-Bacon maximum hourly rate may exceed the 'Maximum' rates indicated above. A3 Communications will comply with the requirements detailed in SOW section 3.2 in regards to projects subject to prevailing Davis-Bacon labor rates.		

6. EMERGENCY LIGHTING (CATEGORY 6) (NO BID)

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

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A3Communications

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

Nationwide

6.2.3.		Per Hour	\$ -
6.2.4.		Per Hour	\$ -
6.2.5.		Per Hour	\$ -
6.2.6.		Per Hour	\$ -
6.2.7.		Per Hour	\$ -
6.2.8.		Per Hour	\$ -
6.2.9.		Per Hour	\$ -
6.2.10.		Per Hour	\$ -

7. SPECIAL HAZARD FIRE SUPPRESSION SYSTEMS (CATEGORY 7) (NO BID)

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

8. PORTABLE FIRE EXTINGUISHER INSPECTION - SERVICE AND TESTING (CATEGORY 8) (NO BID)

PORTABLE FIRE EXTINGUISHER INSPECTION - SERVICE AND TESTING		Unit	Rate
8.1.1.	Maximum Labor Rate (for any title)	Per Hour	\$ -
8.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
8.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
8.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ -
8.1.5.	Repair - Telephone Support	Per Hour	\$ -
8.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	\$ -
8.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ -
8.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ -
8.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ -
8.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
8.1.11.	Monitoring/Maintenance - Option B	% of system cost	0.00%
8.1.12.	Materials Mark-up	% of contractor cost	0.00%
8.1.13.	Subcontractor Mark-up	% of subcontractor cost	0.00%
8.1.14.	(Vendors can propose per extinguisher pricing separately from labor rate)	Per Device	\$ -
8.1.15.	Annual Maintenance per extinguisher (seal, collar tag, hazmat label)	Per extinguisher	\$ -
8.1.16.	5 lb. ABC Dry Chemical Extinguisiter - 6 year maintenance/recharge	Per extinguisher	\$ -

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

A3Communications
Nationwide

8.1.17.	10 lb. ABC Dry Checmical Extingusiter - 6 year maintenance/recharge	Per extinguisher	\$ -
8.1.18.	20 lb. ABC Dry Checmical Extingusiter - 6 year maintenance/recharge	Per extinguisher	\$ -
8.1.19.	5 lb. CO2 Extinguister - 5-year hydrostatic test	Per extinguisher	\$ -
8.1.20.	2.5 gal. PR/Water Extinguister - 5-year hydrostatic test	Per extinguisher	\$ -
8.1.21.	5 lb. Co2 Extinguister - recharge	Per extinguisher	\$ -
8.1.22.	10 lb. Co2 Extinguister - recharge	Per extinguisher	\$ -
8.1.23.	20 lb. Co2 Extinguister - recharge	Per extinguisher	\$ -
8.1.24.	2.5 gal. PR/Water Extinguister - recharge	Per extinguisher	\$ -
8.1.25.	45 lb. ABC Dry Chemical Cylinder - 12-year hydrotest (hood system)	Per extinguisher	\$ -
8.1.26.	45 lb. ABC Dry Chemical Cylinder - 6-year recharge (hood system)	Per extinguisher	\$ -
8.2.	Other Categories (cannot exceed max rate above):	Unit	Rate
8.2.1.	(Vendors can propose per extenguisher pricing seperately from labor rat	Per Device	\$ -
8.2.2.		Per Hour	\$ -
8.2.3.		Per Hour	\$ -
8.2.4.		Per Hour	\$ -
8.2.5.		Per Hour	\$ -
8.2.6.		Per Hour	\$ -
8.2.7.		Per Hour	\$ -
8.2.8.		Per Hour	\$ -
8.2.9.		Per Hour	\$ -
8.2.10.		Per Hour	\$ -

9. NEW PORTABE FIRE EXTINGUISHERS (CATEGORY 9) (NO BID)

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

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VENDOR NAME:

A3Communications

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

Nationwide

10. KITCHEN FIRE SUPPRESSION COMMERCIAL HOOD SYSTEM (CATEGORY 10) (NO BID)

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

11. COMMERCIAL HOOD SYSTEM CLEANING (CATEGORY 11) (NO BID)

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

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VENDOR NAME:

A3Communications

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

Nationwide

12. ACCESS CONTROL SYSTEMS (CATEGORY 12)

ACCESS CONTROL SYSTEMS		Unit	Rate
12.1.1.	Install - Maximum Labor Rate (for any title)* (standard business hours)	Per Hour	\$ 145.00
12.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 95.00
12.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 142.50
12.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 190.00
12.1.5.	Repair - Telephone Support	Per Hour	\$ 85.00
12.1.6.	Repair - Maximum Labor Rate (for any title)* (standard business hours)	Per Hour	\$ 145.00
12.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 125.00
12.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 187.50
12.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 250.00
12.1.10.	Monitoring/Maintenance - Option A (active health monitoring)	Per Device/Per Month	\$ 5.00
12.1.11.	Monitoring/Maintenance - Option B (standard support plan, annual)	% of system cost	8.00%
12.1.12.	Materials Mark-up	% of contractor cost	24.00%
12.1.13.	Subcontractor Mark-up	% of subcontractor cost	16.00%
12.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
12.2.1.	Install - Physical Security Engineer	Per Hour	\$ 125.00
12.2.2.	Install/Repair - IT Specialist (advanced integration, virtualization, custom, network configuration, etc.)	Per Hour	\$ 145.00
12.2.3.	Project Manager	Per Hour	\$ 110.00
12.2.4.	Program Manager	Per Hour	\$ 135.00
12.2.5.	Design and Consultation Services	Per Hour	\$ 135.00
12.2.6.	Preventative Maintenance (add-on support plan, annual)	% of system cost	3.50%
12.2.7.	Custom Service / Maintenance Agreement	Negotiated	
12.2.8.	Managed Access Control (access control-as-a-service)	% of system cost	12.00%
12.2.9.	NA	Per Hour	\$ -
12.2.10.	* per SOW sections 3.2.1 thru 3.2.3; certain public projects may be subject to prevailing Davis-Bacon wage requirements. Depending on the Davis-Bacon wage schedule in any given geographic area; the Davis-Bacon maximum hourly rate may exceed the 'Maximum' rates indicated above. A3 Communications will comply with the requirements detailed in SOW section 3.2 in regards to projects subject to prevailing Davis-Bacon labor rates.		

13. BURGLAR ALARM SYSTEMS (CATEGORY 13)

BURGLAR ALARM SYSTEMS		Unit	Rate
13.1.1.	Install - Maximum Labor Rate (for any title)* (standard business hours)	Per Hour	\$ 145.00
13.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 95.00
13.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 142.50
13.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 190.00
13.1.5.	Repair - Telephone Support	Per Hour	\$ 85.00
13.1.6.	Repair - Maximum Labor Rate (for any title)* (standard business hours)	Per Hour	\$ 145.00
13.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 125.00
13.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 187.50
13.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 250.00
13.1.10.	Monitoring/Maintenance - Option A (active health monitoring; does not include central station alarm monitoring)	Per Device/Per Month	\$ 5.00
13.1.11.	Monitoring/Maintenance - Option B (standard support plan, annual)	% of system cost	8.00%
13.1.12.	Materials Mark-up	% of contractor cost	24.00%
13.1.13.	Subcontractor Mark-up	% of subcontractor cost	16.00%
13.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
13.2.1.	Install - Physical Security Engineer	Per Hour	\$ 125.00

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A3Communications

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Nationwide

13.2.2.	Install/Repair - IT Specialist (advanced integration, virtualization, custom, network configuration, etc.)	Per Hour	\$ 145.00
13.2.3.	Project Manager	Per Hour	\$ 110.00
13.2.4.	Program Manager	Per Hour	\$ 135.00
13.2.5.	Design and Consultation Services	Per Hour	\$ 135.00
13.2.6.	Preventative Maintenance (add-on support plan, annual)	% of system cost	3.50%
13.2.7.	Custom Service / Maintenance Agreement	Negotiated	
13.2.8.	Central Station Monitoring (pricing subject to site-specific requirements and system configuration)	Custom	Custom
13.2.9.	NA	Per Hour	\$ -
13.2.10.	* per SOW sections 3.2.1 thru 3.2.3; certain public projects may be subject to prevailing Davis-Bacon wage requirements. Depending on the Davis-Bacon wage schedule in any given geographic area; the Davis-Bacon maximum hourly rate may exceed the 'Maximum' rates indicated above. A3 Communications will comply with the requirements detailed in SOW section 3.2 in regards to projects subject to prevailing Davis-Bacon labor rates.		

14. SURVEILLANCE SERVICES AND EQUIPMENT (CATEGORY 14)

SURVEILLANCE SERVICES AND EQUIPMENT		Unit	Rate
14.1.	Install - Maximum Labor Rate (for any title)* (standard business hours)	Per Hour	\$ 145.00
14.1.1.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 95.00
14.1.2.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 142.50
14.1.3.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 190.00
14.1.4.	Repair - Telephone Support	Per Hour	\$ 85.00
14.1.5.	Repair - Maximum Labor Rate (for any title)* (standard business hours)	Per Hour	\$ 145.00
14.1.6.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 125.00
14.1.7.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 187.50
14.1.8.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 250.00
14.1.9.	Monitoring/Maintenance - Option A (active health monitoring)	Per Device/Per Month	\$ 5.00
14.1.10.	Monitoring/Maintenance - Option B (standard support plan, annual)	% of system cost	8.00%
14.1.11.	Materials Mark-up	% of contractor cost	24.00%
14.1.12.	Subcontractor Mark-up	% of subcontractor cost	16.00%
14.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
14.2.1.	Install - Physical Security Engineer	Per Hour	\$ 125.00
14.2.2.	Install/Repair - IT Specialist (advanced integration, virtualization, custom, network configuration, etc.)	Per Hour	\$ 145.00
14.2.3.	Project Manager	Per Hour	\$ 110.00
14.2.4.	Program Manager	Per Hour	\$ 135.00
14.2.5.	Design and Consultation Services	Per Hour	\$ 135.00
14.2.6.	Preventative Maintenance (add-on support plan, annual)	% of system cost	3.50%
14.2.7.	Custom Service / Maintenance Agreement	Negotiated	
14.2.8.	NA	Per Hour	\$ -
14.2.9.	NA	Per Hour	\$ -
14.2.10.	* per SOW sections 3.2.1 thru 3.2.3; certain public projects may be subject to prevailing Davis-Bacon wage requirements. Depending on the Davis-Bacon wage schedule in any given geographic area; the Davis-Bacon maximum hourly rate may exceed the 'Maximum' rates indicated above. A3 Communications will comply with the requirements detailed in SOW section 3.2 in regards to projects subject to prevailing Davis-Bacon labor rates.		

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VENDOR NAME:

A3Communications

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

Nationwide

15. HIGH SECURITY CONTROL SYSTEMS (CATEGORY 15)

	HIGH SECURITY CONTROL SYSTEMS	Unit	Rate
15.1.			
15.1.1.	Install - Maximum Labor Rate (for any title)* (standard business hours)	Per Hour	\$ 174.00
15.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 114.00
15.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 171.00
15.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 228.00
15.1.5.	Repair - Telephone Support	Per Hour	\$ 102.00
15.1.6.	Repair - Maximum Labor Rate (for any title)* (standard business hours)	Per Hour	\$ 174.00
15.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 150.00
15.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 225.00
15.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 300.00
15.1.10.	Monitoring/Maintenance - Option A (active health monitoring)	Per Device/Per Month	\$ 5.00
15.1.11.	Monitoring/Maintenance - Option B (standard support plan, annual)	% of system cost	10.00%
15.1.12.	Materials Mark-up	% of contractor cost	24.00%
15.1.13.	Subcontractor Mark-up	% of subcontractor cost	16.00%
15.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
15.2.1.	Install - High Security Engineer	Per Hour	\$ 150.00
15.2.2.	Install/Repair - IT Specialist (advanced integration, virtualization, custom, network configuration, etc.)	Per Hour	\$ 174.00
15.2.3.	Project Manager	Per Hour	\$ 132.00
15.2.4.	Program Manager	Per Hour	\$ 162.00
15.2.5.	Design and Consultation Services	Per Hour	\$ 162.00
15.2.6.	Preventative Maintenance (add-on support plan, annual)	% of system cost	4.50%
15.2.7.	Custom Service / Maintenance Agreement	Negotiated	
15.2.8.	NA	Per Hour	\$ -
15.2.9.	NA	Per Hour	\$ -
15.2.10.	* per SOW sections 3.2.1 thru 3.2.3; certain public projects may be subject to prevailing Davis-Bacon wage requirements. Depending on the Davis-Bacon wage schedule in any given geographic area; the Davis-Bacon maximum hourly rate may exceed the 'Maximum' rates indicated above. A3 Communications will comply with the requirements detailed in SOW section 3.2 in regards to projects subject to prevailing Davis-Bacon labor rates.		

16. INSPECTIONS - MONITORING - MAINTENANCE (CATEGORY 16) (partial bid; see SOW response)

	NY ADDITIONAL INSPECTIONS - MONITORING - MAINTENANCE	Unit	Rate
16.1.			
16.1.1.	Install - Maximum Labor Rate (for any title)* (standard business hours)	Per Hour	\$ 159.50
16.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 104.50
16.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 156.75
16.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	\$ 209.00
16.1.5.	Repair - Telephone Support	Per Hour	\$ 93.50
16.1.6.	Repair - Maximum Labor Rate (for any title)* (standard business hours)	Per Hour	\$ 159.50
16.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 137.50
16.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 206.25
16.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 275.00
16.1.10.	Monitoring/Maintenance - Option A (active health monitoring)	Per Device/Per Month	\$ 5.00
16.1.11.	Monitoring/Maintenance - Option B (standard support plan, annual)	% of system cost	10.00%
16.1.12.	Materials Mark-up	% of contractor cost	24.00%
16.1.13.	Subcontractor Mark-up	% of subcontractor cost	16.00%
16.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
16.2.1.	Install - Physical Security Engineer	Per Hour	\$ 137.50
16.2.2.	Install/Repair - IT Specialist (advanced integration, virtualization, custom, network configuration, etc.)	Per Hour	\$ 159.50

99SWC-S1820 COST SCHEDULE

VENDOR NAME:

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

A3Communications
Nationwide

16.2.3.	Project Manager	Per Hour	\$ 121.00
16.2.4.	Program Manager	Per Hour	\$ 148.50
16.2.5.	Design and Consultation Services	Per Hour	\$ 148.50
16.2.6.	Preventative Maintenance (add-on support plan, annual)	% of system cost	3.50%
16.2.7.	Custom Service / Maintenance Agreement	Negotiated	
16.2.8.	NA	Per Hour	\$ -
16.2.9.	NA	Per Hour	\$ -
16.2.10.	<p>* per SOW sections 3.2.1 thru 3.2.3; certain public projects may be subject to prevailing Davis-Bacon wage requirements. Depending on the Davis-Bacon wage schedule in any given geographic area; the Davis-Bacon maximum hourly rate may exceed the 'Maximum' rates indicated above. A3 Communications will comply with the requirements detailed in SOW section 3.2 in regards to projects subject to prevailing Davis-Bacon labor rates.</p>		

**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
 - 1.3.2. Employers' Liability

A. Each Accident	\$100,000
B. Disease – Each Employee	\$100,000
C. Disease – Policy Limit	\$500,000
 - 1.3.3. Policy shall contain a waiver of subrogation against the State of Nevada.
 - 1.3.4. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.
 - 1.4. **PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS LIABILITY)**
 - 1.4.1. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

A. Each Claim.....	\$1,000,000
B. Annual Aggregate	\$2,000,000
 - 1.4.2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
 - 1.5. **NETWORK SECURITY (CYBER) AND PRIVACY LIABILITY**

A. Per Occurrence.....	\$1,000,000
B. Annual Aggregate	\$2,000,000
 - 1.6. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

INSURANCE SCHEDULE

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

ATTACHMENT D
SOLICITATION 99SWC-S1820



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

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



Release Date: **12/21/2022**

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

Single point of contact for the RFP:
Nancy Feser

Email Address, nfeser@admin.nv.gov

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

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1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT

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

2. PROJECT OVERVIEW

2.1. PURPOSE

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

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

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

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

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

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

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

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

2.6. **ANTICIPATED USAGE**

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

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

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

3. **SCOPE OF WORK**

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

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

4. **COST PROPOSAL**

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

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

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

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

Schedule Attachment.

4.5. INSTRUCTIONS

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

5. ATTACHMENTS

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

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

5.2. PROPOSAL ATTACHMENTS. To be completed and returned.

- 5.2.1. 99SWC-S1820 Scope of Work
- 5.2.2. 99SWC-S1820 Cost Schedule
- 5.2.3. Proposed Staff Resume
- 5.2.4. Reference Questionnaire
- 5.2.5. Attachments for Signature
 - A. Vendor Information Response
 - B. Vendor Certifications
 - C. Certification Regarding Lobbying
 - D. Confidentiality and Certification of Indemnification

6. TIMELINE

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

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

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

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

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

7. EVALUATION PROCESS

- 7.1. Proposal evaluation and scoring is conducted in accordance with NRS 333.335 and NAC 333.160-333.165.
 - 7.1.1. Proposals shall be kept confidential until a contract is awarded.
 - 7.1.2. In the event the RFP is withdrawn prior to award, proposals remain confidential.
 - 7.1.3. The evaluation committee is an independent committee established to evaluate and score proposals submitted in response to the RFP.
 - 7.1.4. Financial stability shall be scored on a pass/fail basis.
 - 7.1.5. The Lead State, at its option, may limit eligibility for award to offerors above a natural break in the technical scores and/or combined technical and cost scores.
 - 7.1.6. SOW categories will be evaluated and considered for award separately.
 - 7.1.7. Each evaluation committee member will score each technical evaluation factor on a 0-10 scale. After technical scores are finalized, individual scores will be averaged together to create a single 0-10 score for each technical evaluation factor.
 - 7.1.8. Each 0-10 evaluation factor will be multiplied by the relative weight to create a weighted score, and then the weighted scores for each evaluation factor are added together to for the total score of a proposal for the individual category.
 - 7.1.9. Proposals shall be consistently evaluated and scored based upon the following factors and relative weights.

- A. Demonstrated Competence.....20
- B. Experience in Performance of Comparable Engagements20
- C. Conformance with the Terms of This RFP.....10
- D. Reporting.....20
- E. Cost: For Categories 1 through 7 and 10 through 16 in the Cost Schedule:
 - 1. Average of Labor and Support Rates (average of items 1 through 9)20
 - 2. Materials Mark-up (item 12).....10
- F. Cost: For Category 8 in the Cost Schedule:
 - 1. Average of Labor and Support Rates (average of items 1 through 7)15
 - 2. Materials Mark-up (item 12).....5
 - 3. Average of Extinguisher and Dry Chemical Cylinder services Rates (items 14 through 26)10
- G. Cost: For Category 9 in the Cost Schedule:
 - 1. Average of Labor and Support Rates (average of items 1 through 5)15
 - 2. Materials Mark-up (item 8).....5
 - 3. Average of Extinguisher and Dry Chemical Cylinder services Rates (items 10 through 18)10

7.2. COST SCORING

- 7.2.1. The price proposed for each line item will be evaluated based on the following formula to create a cost score.
 - A. The formula for calculating cost points earned for Proposed Costs for Average of Labor and Support Rates is Lowest Cost / Offeror’s Cost x Cost Points Possible.
 - B. The formula for calculating cost points earned for Proposed Mark-ups for Materials Mark-ups is Lowest Mark-up / Offeror’s Mark-up x Cost Points Possible.
 - C. The formula for calculating cost points earned for Proposed Costs for Average of Extinguisher and Dry Chemical Cylinder Services is Lowest Cost/Offeror’s Cost x Cost Points Possible.

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

7.3. PRESENTATIONS

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

7.4. AWARD

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

8. MANDATORY MINIMUM REQUIREMENTS

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

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

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

9. CRITICAL ITEMS

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

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

9.6. VENDOR BACKGROUND

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

9.7. SUBCONTRACTORS

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

9.8. VENDOR STAFF RESUMES

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

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

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

9.9. CUSTOMER SERVICE

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

9.10. EXCEPTIONS TO TERMS AND CONDITIONS

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

9.12. VENDOR FINANCIAL INFORMATION

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

9.13. BUSINESS REFERENCES

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

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

10. SUBMISSION CHECKLIST

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

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

10.2. TECHNICAL PROPOSAL

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

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

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

10.4. COST PROPOSAL

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

10.6. SIGNED ATTACHMENTS

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

10.7. OTHER ATTACHMENTS. If necessary, not recommended.

10.8. REFERENCE QUESTIONNAIRES. Not submitted directly by offeror.

99SWC-S1820 SCOPE OF WORK**1. OVERVIEW**

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

1.4. UNIVERSAL REQUIREMENTS

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

1.5. CONTRACT USAGE

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

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

1.6. CATEGORIES

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

2. CATEGORY DESCRIPTIONS AND DETAILS

2.1. BACKFLOW PREVENTION SYSTEM

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

2.2. STANDPIPE INSPECTIONS – FIRE HOSE

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

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2.2.2. Remove the hose from its rack, and check:

- A. Last hydro-test date is within code requirements
- B. Condition of couplings
- C. Condition of the threads
- D. Condition of gasket in the coupling, replace if necessary
- E. Valve for damage, rot, or mildew
- F. Hose for damage, rot, or mildew
- G. Nozzle for damaged threads and damaged or blocked tip
- H. Verify standpipe hose threads match type used by local Fire Department. If threads do not match, an adapter should be supplied

2.2.3. Reattach coupling to valve

2.2.4. Reposition the hose on the rack so that folds do not occur in previous positions

2.2.5. Replace nozzle and attach it to the nozzle clip on the rack

2.2.6. Tag the unit properly

2.2.7. Check the cabinet for easy access and, where applicable, check that the glass is intact

2.2.8. Observe the hazard area to confirm that there is sufficient hose to reach in any direction

2.2.9. Check that the standpipe is visible and unobstructed. If it is obstructed, notify the Purchasing Entity representative, and have the area cleared

2.2.10. Provide a brief written report of the inspection to Purchasing Entity, detailing any deficiencies

2.2.11. Be sure Purchasing Entity is updated with proper operation of the equipment, as needed

2.3. AUTOMATIC FIRE PUMPS

2.3.1. Automatic fire pumps boost water pressure for high hazard areas and where water demand exceeds available pressure. In the event of pump failure, a sprinkler system will not perform at the required levels established for adequate protection of a facility and its occupants. To ensure proper operation of automatic pumps, a scheduled comprehensive inspection and test is required in accordance with local, state, and federal codes. Certified pump tests must include a written analysis addressing the current performance of inspected pump equipment. A report of the inspection findings must also include recommendations for corrective action where needed.

2.3.2. Inspect

- A. Automatic fire pumps to determine if they are in service and in satisfactory condition in accordance with NFPA standards
- B. Site conditions and identify any issues that could compromise the performance of mechanical and/or electronic components of the pumps
- C. Inspect automatic fire pump control valves for proper position, general condition, accessibility, and appropriate signage
- D. Inspect automatic fire pump test header for satisfactory condition
- E. Inspect automatic fire pump alarm components for satisfactory condition

2.3.3. Additional Requirements

- A. Check general condition of automatic fire pump piping, hangers, drain valves, check valves, gauges, and related equipment
- B. Conduct required annual performance flow test
- C. Tag devices as required and perform required record-keeping
- D. Provide a brief written report of the inspection to Purchasing Entity, detailing any deficiencies
- E. Be sure Purchasing Entity is updated with proper operation of the equipment, as needed

2.4. FIRE SPRINKLER SYSTEMS

2.4.1. Inspections shall be carried out in accordance with local, state, and federal codes. Each inspection shall include a report of the inspection results, and include recommendations for any corrective actions, where needed.

2.4.2. Inspections

- A. System to determine whether it is in service, and all components are in satisfactory condition in accordance with NFPA standards

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

2.4.3. As Needed

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

2.4.4. Additional Requirements

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

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

2.5. FIRE DETECTION – FIRE ALARM SYSTEM

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

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

2.5.3. Inquire

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

2.5.4. Inspections

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

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heat actuating devices

N. And exercise all supervised control valves and switches

2.5.5. Additional Requirements

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

2.6. EMERGENCY LIGHTING

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

2.6.2. Inspections

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

2.6.3. Additional Requirements

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

2.7. SPECIAL HAZARD FIRE SUPPRESSION SYSTEMS

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

2.7.2. Inspections

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

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2.7.3. Additional Requirements

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

2.8. PORTABLE FIRE EXTINGUISHER INSPECTION, SERVICE, and TESTING

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

2.8.2. Inspections

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

2.8.3. Additional Requirements

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

2.9. NEW PORTABLE FIRE EXTINGUISHER SALES

2.9.1. Minimum requirements of all new fire extinguishers:

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

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- F. Purchasing Entity must be made aware when the next inspection will require the current extinguisher to be 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

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

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

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

2.15. HIGH SECURITY CONTROL SYSTEMS

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

2.15.2. Replacement or upgrade of systems

2.15.3. Testing, training

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

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

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

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

2.16. INSPECTIONS & MONITORING

2.16.1. Vendor must:

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

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

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

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

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

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

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

2.16.5. Alarm Monitoring

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

3. GENERAL REQUIREMENTS

3.1. BACKGROUND CHECKS

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

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

3.2. PUBLIC WORKS PROJECTS

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

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- 3.3.1. 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.

99SWC-S1820 SCOPE OF WORK**4. TERMS AND CONDITIONS FOR GOODS**

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

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

VENDOR INFORMATION RESPONSE

Vendors shall complete and return this form in their proposal.

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

1. VENDOR CONTACT INFORMATION**1.1 COMPANY NAME AND CONTACT INFORMATION:**

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

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

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

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

VENDOR INFORMATION RESPONSE

2. VENDOR INFORMATION

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

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

2.2 VENDOR LICENSING

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

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

Question	Response			
Nevada Business License Number:				
Legal Entity Name:				
Is the Legal Entity Name the same name as vendor is Doing Business As (DBA)?	Yes	<input type="radio"/>	No	<input type="radio"/>
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	<input type="radio"/>	No	<input type="radio"/>

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	<input type="radio"/>	No	<input type="radio"/>
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	<input type="radio"/>	No	<input type="radio"/>

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	<input type="radio"/>	No <input type="radio"/>

4. NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION

Requested Information	Response
Name:	
Title:	

4.1 SIGNATURE OF INDIVIDUAL AUTHORIZED TO BIND THE VENDOR

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

VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

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

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

Company Name:	
Print Name:	
Signature:	
Date:	

CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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

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

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

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

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

Proprietary Information		Yes	<input type="radio"/>	No	<input type="radio"/>
Justification for Confidential Status:					
Company Name:					
Signature:					
Print Name:					
Date:					

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

ATTACHMENT E
VENDOR PROPOSAL



SUBMITTED BY:
A3 Communications, Inc.
1038 Kinley Road
Irmo, SC 29063
Office: (803) 744-5000
www.a3communications.com



A. Title Page

TECHNICAL PROPOSAL PREPARED FOR

**State of Nevada in Conjunction with NASPO ValuePoint
Nancy Feser, Purchasing Officer
515 East Musser Street, Suite 300 • Carson City, NV 89701**

Request for Proposal Number 99SWC-S1820
NASPO ValuePoint Master Agreements for Security and Fire Protection Services

Prepared By: Brian Thomas

Due Date: February 23, 2023 at 2:00 p.m. PT

State of Nevada, Purchasing Division Attn: Ms. Nancy Feser 515 East Musser Street, Suite 300 Carson City, NV 89701	
RFP:	99SWC-S1820
OPENING DATE:	February 23, 2023
OPENING TIME:	2:00 PM
FOR:	Security & Fire Protection Services
VENDOR'S NAME:	A3 Communications, Inc.



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C. Response to Mandatory Minimum Requirements

8. MANDATORY MINIMUM REQUIREMENTS

8.1. Pursuant to NRS 333.311 a contract cannot be awarded to a proposal that does not comply with the requirements listed in this section. Offeror will confirm that they will comply with each of the requirements in section 8 as reflected herein.

A3 Communications affirms that we will comply with each of the requirements outlined in section 8 of Request for Proposal Number 99SWC-S1820, titled "NASPO ValuePoint Master Agreements for Security and Fire Protection Services."

8.2. 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.

A3 Communications agrees to comply – No contract entered into will: (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.

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.

A3 Communications agrees to comply.

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).

A3 Communications agrees to comply – For the duration of the contract resulting from this solicitation, A3 Communications 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.

A3 Communications agrees to comply – If awarded, A3 Communications will be the sole point of contract responsibility.

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

A3 Communications agrees to 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.

A3 Communications agrees to comply – Data assets will be maintained stateside and data will now 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).

A3 Communications complies – Our Nevada Business ID is NV20232682441.



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.

A3 Communications has not been the subject of any governmental or client litigation, including debarments, related to our company or affiliates.

In addition, please note A3:

- Has never been charged with a felony.
- Does not have any pending legal litigations.
- Is financially sound and has never filed for bankruptcy or an insolvency proceeding.

D. Response to Critical Items

9. CRITICAL ITEMS

9.1. In addition to the *Scope of Work* and other attachments, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring the proposal. Offeror proposal should address items in this section in enough detail to provide evaluators an accurate understanding of offeror capabilities. Proposals that fail to sufficiently respond to these items may be considered non-responsive.

A3 Communications acknowledges and agrees to comply.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

A3 Communications acknowledges and complies with section 9.2 in full (9.2.1 through 9.2.3). We have read and fully understand all terms and conditions and will fully comply. Additionally, we have acknowledged and accepted the terms and conditions on the Nevada-ePro website during the Quote creation process.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

A3 Communications acknowledges and complies with section 9.3 in full (9.3.1 and 9.3.2). We have developed a process within our CRM system that flags every NASPO opportunity/project sorted by Participating Entity. This allows our contract reporting group to receive automated reports from our system regarding all NASPO related sales for reporting purposes. As a participant on nearly 30 state and national contract vehicles, including NASPO ValuePoint, A3 Communications is familiar with administrative fee and mandatory usage reporting requirements. A3 Communications' dedicated contract reporting administrator, Ryan Lewis, analyzes and generates all mandatory usage reports on a monthly and quarterly basis. He maintains a schedule for submitting all usage reports and strictly meets deadlines. Additionally, Ryan works with accounts payable to ensure all contract administrative fees are paid on time.

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,

A3 Communications acknowledges and complies. Our responses to the requests A-E are below and on the following pages.

A. Describe experience working with contracting cooperatives. – A3 has extensive experience with the NASPO ValuePoint cooperative contract and has thoroughly embraced it as powerful procurement tool for our public sector clients. We have worked with Chief Procurement Officers across the county in an effort to raise awareness regarding the contract. As a result of our growth, we are now able to offer services under the NASPO Security and Fire Protection Services contract on a national level. Over the past three years we have performed over \$33,000,000.00 on the contract. We expect that to increase dramatically over the next term as introduce it to new geographies.

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. - A3 Communications is a current active contractor under the NASPO Security and Fire Protection Services contract. We have worked closely with the State of Nevada and Chief Procurement Officers around the country to maximize its usage. A3 Communications also holds a variety of other state purchasing contracts in several states. These contracts cover public sector purchasing of physical security systems, A/V systems, networking, structured cabling and telephony. While these are not cooperative contracts, they closely resemble the NASPO cooperative contract in terms of the pricing models, compliance concerns and reporting requirements.

C. Describe how you intend to market your Master Agreement and encourage participation among potential Participating Entities, including state governments. - A3 Communications is well versed in navigating the procurement process at both the state and agency level. We have arranged state wide Participating Addendums for (3) states. Furthermore we have helped facilitate agency level Participating Addendums for many state agencies where a state-wide agreement was not available.

D. Describe how you intend to encourage usage of your Master Agreement by Purchasing Entities. - A majority of A3 Communications customers are in the public sector. This includes state agencies, municipal entities, K-12 school districts, community colleges and universities. The discussion regarding procurement options is a common occurrence and the A3 sales team continually strives to educate our clients on the NASPO cooperative contract and a first and best option for these entities to procure services. Additionally, A3 Communications regularly conduct targeted marketing campaigns to public entities to further awareness of this contract vehicles. Furthermore, A3 employs a team of business development experts and program managers with prior experience working in the public sector. These individuals lean on their experience to guide our clients through the procurement process and articulate the options that are available to them from a purchasing perspective.

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? - In our experience, states and/or agencies that are interested in signing a Participating Addendum often seek to include entity-specific language. This is often required to maintain compliance with agency or state specific procurement policies. A3 always ensure that the Participating Entity is fully aware of the NASPO terms and conditions and works with the entity to include the necessary entity-specific language to ensure compliance with existing procurement policies.

Summary of Prior Contract Experience:

We understand that the historical three (3) year usage from the current Security & Fire Protection Services

Contract is \$41,484,096.88. As a current awarded and participating contractor on this contract, A3 Communications has contributed approximately 80% (or \$33,363,197) of this total in just the past 3 years. Originally, upon contract award, A3 had an executed participating addendum with just the State of South Carolina. With extensive marketing, in the subsequent years A3 Communications garnered additional executed participating addendums to include the State of North Carolina, the State of Maine and multiple agency entities in Florida. Furthermore, A3 has been an awarded contractor under the Collectively, we have served hundreds of public entities with the services provided under the NASPO Security and Fire Protection Services cooperative contract.

A comprehensive list of A3 Communications' NASPO customers is below and on the following page.

GA – Security Contract 3407 PA

- Forsyth County School District
- Richmond County School System

ME Contract – NASPO Security # 3407

- Regional School Unit 26
- Southern Maine Community College
- RSU 14 Windham Raymond
- Town Of Cumberland - Maine

NC Contract–Surveillance/Access Control 838A

- Alamance Community College
- Alamance-Burlington School District
- Appalachian State University
- Asheville City Schools
- Blue Ridge Community College
- Buncombe County Schools
- Cabarrus County
- Cape Fear Public Utility Authority
- Carolina Charter Academy
- City of Charlotte
- City of Kings Mountain
- City of Raleigh
- City of Reidsville
- Coastal Carolina Community College
- Craven Community College
- East Carolina University
- Eastern NC School for the Deaf
- Fayetteville State University
- Governor Morehead School District
- Guilford Technical Community College
- Haywood Community College
- Henderson County Public Schools
- High Point University
- Isothermal Community College
- Lake Norman Charter
- Lenoir Community College
- NC Dept of Commerce
- NC Dept of Health and Human Services
- NC Dept of Public Safety
- NC Dept of Transportation
- NC National Guard
- NC State Bureau of Investigations
- NC State University
- Onslow County
- Person County School District
- Piedmont Community College
- Pitt Community College
- Richmond Community College
- Richmond County, NC
- Rockingham County Schools
- Rutherford County
- Sampson County NC
- Scotland County Schools
- South Piedmont Community College
- Southwestern Community College
- Stanly County
- Town of Chapel Hill
- Town of Cornelius
- UNC School of the Arts
- United States Army - Fort Bragg
- University of NC - Wilmington
- University of North Carolina at Asheville

- Lexington County School District 2
- Mecklenburg County NC
- National Heritage Academies
- NC Department of Justice
- NC Department of Revenue
- University of North Carolina at Chapel Hill
- Wake County Public School System
- Wayne Community College
- Winston-Salem State University

SC Contract--Surveillance/Access Control 4400018340

- Aiken Technical College
- Allendale County Schools
- Anderson School District 3
- Anderson School District 4
- Anderson School District 5
- Barnwell County Consolidated School District
- Batesburg-Leesville Police Department
- Beaufort - Jasper Water & Sewer Authority
- Beaufort County School District
- Berkeley County Government
- Berkeley County School District
- Calhoun County School District
- Charleston Area Regional Transit Authority
- Charleston County Aviation Authority
- Charleston County School District
- Charleston Water System
- Charter Institute at Erskine
- Cherokee County School District
- Chester County School District
- City of Camden
- City of Florence
- City of Hanahan
- City of Newberry
- City of Rock Hill
- City of West Columbia
- Clemson University
- Clover School District 2 of York County
- Coastal Carolina University
- College of Charleston
- Columbia International University
- County of Pickens
- Darlington County School District
- Denmark Technical College
- Dillon School District Four
- District 5 of Lex/Rich Counties
- District Five Schools of Spartanburg County
- Dorchester School District Two
- Edgefield County School District
- Hampton County School District
- Hickory Knob State Park
- Horry-Georgetown Technical College
- Irmo Police Department
- Jasper County School District
- Kershaw County
- Kershaw County School District
- Lancaster County School District
- Lander University
- Laurens County School District 56
- Laurens County Sheriffs Department
- Lee County
- Lee County School District
- Lexington County
- Lexington County School District 1
- Lexington County School District 3
- Lexington County School District 4
- Marion County School District
- Marlboro County School District
- McCormick County
- McCormick County School District
- McEntire Joint National Guard Base
- Medical University Hospital Authority
- Medical University of South Carolina
- Midlands Technical College
- Mount Pleasant Waterworks
- Newberry County Library System
- Next High School
- North Charleston Sewer District
- Oconee County
- Office of the Adjutant General
- Orangeburg County School District
- Orangeburg-Calhoun Technical College
- Pacolet Fire District - Pacolet Mills
- Patriots Point
- Pickens County School District
- Piedmont Technical College
- Richland County

- Florence County
- Florence County School District 1
- Florence County School District 2
- Florence County School District 5
- Florence Darlington Technical College
- Fort Jackson
- Fort Mill School District IV York County
- Gaffney Board of Public Works
- Gov School for Agriculture at John de la Howe
- Greenville County
- Greenville Technical College
- Greenwood County School District 50
- Greenwood County School District 51
- Greenwood School District 50
- Hamilton Owens Airport
- Hampton County
- SC Dept of Mental Health
- SC Dept of Motor Vehicles
- SC Dept of Parks and Recreation and Tourism
- SC Dept of Probation, Parole & Pardon
- SC Dept of Public Safety
- SC Dept of Social Services
- SC Dept of Transportation
- SC Dept of Veterans Affairs
- SC Dept of Vocational Rehabilitation
- SC First Steps to School Readiness
- SC Governors School for Arts/Humanities
- SC Governor's School for Science & Math
- SC Human Affairs Commission
- SC Judicial Department
- SC Law Enforcement Div - Forensics Lab
- SC Public Service Commission
- SC Revenue and Fiscal Affairs Office
- SC School for the Deaf and Blind
- SC State Accident Fund
- SC State Ethics Commission
- SC State Housing Finance and Development Authority
- SC Technical College System
- SC Youth Challenge Academy
- School District of Newberry County
- School District of Oconee County
- South Carolina Aeronautics
- South Carolina Educational Television
- Riverbanks Zoo and Garden
- Riverwalk Academy
- Rock Hill School District 3 of York County
- SC College of Pharmacy
- SC Commission for the Blind
- SC Department of Revenue
- SC Dept of Administration
- SC Dept of Commerce
- SC Dept of Consumer Affairs
- SC Dept of Corrections
- SC Dept of Education
- SC Dept of Employment and Workforce
- SC Dept of Health & Environmental Control
- SC Dept of Health & Human Services
- SC Dept of Labor, Licensing, and Regulation
- South Carolina Office of Resilience
- South Carolina Ports Authority
- South Carolina State University
- Spartanburg Community College
- Spartanburg County School District Four
- Spartanburg School District 1
- Spartanburg School District 2
- Spartanburg School District 3
- Spartanburg School District 6
- Spartanburg School District 7
- Spartanburg Water
- State Fiscal Accountability Authority
- Sumter School District
- The Citadel
- Town of Hampton
- Town of Hilton Head Island
- Tri-County Technical College
- Trident Technical College
- University of South Carolina
- USC - Aiken
- USC - Upstate
- Wil Lou Gray Opportunity School
- Williamsburg County School District
- Winthrop University
- York County Government
- York County School District 1
- York Technical College

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.

A3 Communications, Inc., acknowledges and complies. A3 is fully insured, as evidenced by the Certificate of Insurance and coverage schedule that follow this page. Please note that we are also prepared to meet any additional insurance requirements that may be necessary to conduct business in our preferred Participating Entity's state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2022

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 Alliant Insurance Services 101 Park Ave 18th Fl New York NY 10178 License#: 0C36861 COOKBOA-01	CONTACT NAME: Brian Bond PHONE (A/C, No, Ext): 212-603-0377 FAX (A/C, No): E-MAIL ADDRESS: brian.bond@alliant.com <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Phoenix Insurance Company</td> <td style="text-align: center;">25623</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company of</td> <td style="text-align: center;">25666</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Co</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER D : Lloyd's of London</td> <td style="text-align: center;">0</td> </tr> <tr> <td>INSURER E : Travelers Casualty and Surety</td> <td style="text-align: center;">19038</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Phoenix Insurance Company	25623	INSURER B : Travelers Indemnity Company of	25666	INSURER C : Travelers Property Casualty Co	25674	INSURER D : Lloyd's of London	0	INSURER E : Travelers Casualty and Surety	19038	INSURER F :	
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COVERAGES **CERTIFICATE NUMBER: 114638322** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> X,C,U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	Y-630-0R561238-PHX-22	6/15/2022	6/15/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-0R561251-22-14	6/15/2022	6/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP-3T402591-22-14	6/15/2022	6/15/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
E	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	UB-3T085335-22-14-G	6/15/2022	6/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			PRO00114422	7/1/2022	6/15/2023	Each Occurrence 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability for Ongoing and Completed Operations and Automobile Liability policies. General Liability, Automobile Liability and Umbrella Liability evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of the Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. If we cancel the General Liability and Automobile Liability policies for any statutorily permitted reason other than non-payment of premium, and a number of days (30) is shown for cancellation in the schedule, we will mail notice of cancellation to the person or organization shown in the schedule. We will mail such notice to the address shown in the schedule for cancellation in the schedule before the effective date of cancellation. 30 day notice will be given for notice of cancellation for any other reason with respects to the Worker Compensation policy. Notwithstanding the provisions above, in no event will the number of days notice for See Attached...

CERTIFICATE HOLDER A3 Communications 1038 Kinley Road Irmo SC 29063	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
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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: COOKBOA-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Alliant Insurance Services		NAMED INSURED A3 Communications Inc. 1038 Kinley Rd Irmo, SC 29063	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

cancellation or for nonrenewal be fewer than the number of days required by law. In the event of cancellation or nonrenewal of the policy, we will mail notice to the named insured, and to the additional person(s) or organization(s) named in the schedule, as required by law. Umbrella follows form as it relates to the above referenced policies.

Evidence of Insurance.

ACORD 101 (2008/01)

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INSURANCE SCHEDULE

- I. 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
- 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.

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.

A3 Communications is built on a foundation of serving public sector entities by providing enterprise class electronic security, fire detection and information technology systems. As a result, A3 is uniquely positioned to engage public sector entities with a cooperative purchasing vehicle such as this NASPO ValuePoint Security and Fire Protection Services contract. Our extensive experience working with all types of public sector entities at every level to include procurement officials, sets us apart from our competition in regards to our ability to champion this cooperative contract and help guide our clients through the procurement process. Our focus on the public sector is evidenced by the fact that approximately 80% of our total 2022 revenue was public sector related. A3 Communications has been an active and awarded contractor on the NASPO ValuePoint Security and Fire Protection Services contract since its inception in 2013 under the lead state of Nevada. During that timeframe we have performed over \$50,000,000.00 of services for public sector entities utilizing this contract. In the past three years A3 Communications alone has contributed roughly 80% of total contract spend nationally for security services with a three year reported sales total of \$33,363,197.00. This achievement is due in large part to targeted marketing campaigns and client awareness initiatives that are on-going and expansive as described below in later sections. As we have grown and expanded into new geographies we have seen continued growth of NASPO contract usage. In our current state, we have now the ability to service public entities on a national level which will certainly result in continued dramatic growth of our annual NASPO ValuePoint sales totals at a national level.

Since our founding in 1990, A3 Communications has grown to be one of the nation's largest systems integrators. A3 has since expanded into 15 locations across the country and features a growing roster of over 275 talented, devoted employees who are all equipped with the necessary experience, certifications and knowledge to successfully complete each and every project. In 2019, A3 Communications was acquired by the Cook and Boardman Group. The Cook & Boardman Group is the nation's largest Division 8 (doors, frames and hardware) provider. The common vision we share is rooted in a fundamental belief that the security industry is at a pivotal point of the electronic security transformation. A3 Communications and Cook & Boardman operate under the premise that physical security should be viewed with a holistic approach that includes every aspect of facility construction and design in addition to the technology systems that provide physical security, life safety and public safety protection to any given facility. We operate as a proud division of the Cook & Boardman Group and are supported by over 60 satellite offices.

From our divisional headquarters in Columbia, SC, assisted by 14 branch offices across the United States, we provide security, information technology and communication services to over 2,500 clients. Today, these services include IP video surveillance, access control, burglar alarm, fire detection/alarm, electronic security, structured cabling, network infrastructure and wireless networking, unified communications and hosted VoIP systems and audio/visual solutions.

In partnership with the industry's leading manufacturers, A3 Communications is able to consistently deliver comprehensive solutions to our public sector customers by offering top emerging technology and best practices, all while exceeding industry standards. Our enduring record of excellence enhancing the connectedness of our clients keeps A3 at the forefront of the marketplace.

A3 Communications was ranked as the 6th largest Systems Integrator in the country by SDM Magazine in 2022. Our size, along with our national presence, affords us tremendous buying power amongst the top tier manufacturers in our industry. This allows us to offer the best value possible to our clients in terms of competitive pricing for all aspects of the systems we provide to include software, control equipment, edge devices, servers and computing, network equipment, sensors, cable and all other components required for a complete turnkey system. Furthermore, as a function of our association with our parent company, The Cook & Boardman Group, A3 Communications can leverage the absolute best pricing programs for door hardware. Assa Abloy, Allegion and Dorma/Kaba the world's largest manufacturers of mechanical, electrified and integrated door hardware. These components are a critical aspect of a physical security system. The Cook & Boardman Group, and by extension A3 Communications, is the largest reseller of Assa Abloy, Allegion and Dorma/Kaba in the country which is evidenced by our ability to purchase these products at industry-best price discounts which ultimately adds value to the customer. The buying power that we have accrued over the years from all of our manufacturer partners directly equates to added value to our customers, particularly in regards to a cost-plus based contract model such as this.

A3 Communications is a true systems integrator with extensive capability in the physical security, networking and information technology disciplines. A3 employs teams of seasoned professionals that are certified at the highest levels of electronic security, life safety systems, networking design and implementation, virtualization, cyber security, database automation and custom programming for integration and automation applications .

A3 Communications possesses first class capabilities across the entire spectrum of the physical security field from doors, door hardware, electronics, software, virtualization, control equipment, PLC equipment, edge devices, fire detection, alarm monitoring, health monitoring and on-going service and maintenance. A3 Communications is unique in this perspective in that we offer full turnkey solutions for every aspect of security and technology systems.

As described above, A3 Communications has access to, and is certified in, virtually all of the top tier brands that represent every aspect of the physical security and fire detection/alarm space. See below for a list of our major partners. This list is not all-inclusive, rather it is intended to provide a sample of the various manufacturers that A3 Communications currently partners with. A3 is continually evaluating and vetting new products for inclusion for inclusion in our line-up of solutions offerings.

- 1) AcTi
- 2) Acromag
- 3) Aerohive Networks
- 4) Aiphone
- 5) Allegion (all lines)
- 6) Altronix
- 7) APC
- 8) Antaira
- 9) Atlas
- 10) Aveva
- 11) Audio Enhancement
- 12) AVA
- 13) Avigilon
- 14) ASSA ABLOY (all lines)
- 15) Automatic Systems
- 16) Axis Communications
- 17) BCD Video
- 18) Belden
- 19) Berktek
- 20) Bogen
- 21) Boon Edam
- 22) BOSCH
- 23) Briefcam
- 24) Brivo
- 25) CBord
- 26) Ceia
- 27) Chatsworth Products inc.
- 28) Cisco
- 29) Dell EMC
- 30) Ditek
- 31) DoorKing
- 32) Dorma Kaba
- 33) Evolv
- 34) Exacq Technologies
- 35) Extreme Power Conversion
- 36) Feenics
- 37) Fike
- 38) Fiplex
- 39) Fire-Lite

- 40) FLIR
- 41) Fluid Mesh
- 42) Gamewell/FCI
- 43) General Cable
- 44) Genetec
- 45) Genetex
- 46) Hager
- 47) Halo
- 48) Hanwha Techwin (formerly Samsung)
- 49) HID
- 50) Hitachi Cable Manchester
- 51) Hoffman
- 52) Honeywell
- 53) HPE/Aruba
- 54) Indusoft
- 55) Integrated Biometrics
- 56) ipConfigure
- 57) IronYun
- 58) Isonas
- 59) Lenel
- 60) Lenovo
- 61) Leviton
- 62) Logic PC
- 63) Lynx
- 64) Life Safety Power
- 65) March Networks
- 66) Milestone
- 67) Mobotix
- 68) Notifier
- 69) Omron
- 70) OnSSI
- 71) Open Eye
- 72) Open Options
- 73) Open Path
- 74) Orion
- 75) Panasonic (I-Pro)
- 76) Panduit
- 77) Paxton
- 78) Pelco
- 79) PCSC
- 80) Princeton Identity
- 81) Qumulex
- 82) Razberi Technologies
- 83) RS2
- 84) Salient
- 85) Salto
- 86) S2 Security
- 87) Schneider Electric
- 88) Security Door Controls
- 89) Seneca Data
- 90) Sentry360
- 91) Shooter Detection Systems
- 92) Sielox
- 93) Silent Knight
- 94) Software House

- 95) Sony
- 96) Stanley / Best
- 97) Stentofon - Zenitel
- 98) Suprema / Bioconnect
- 99) System Sensor
- 100) Ubiquiti
- 101) Verkada
- 102) Vesda
- 103) Vicon
- 104) VideoInsight
- 105) Viewz
- 106) Vivotek
- 107) Vunetrix
- 108) Wavelynx
- 109) Wonderware
- 110) Xtralis

A3 Communications holds memberships in and is involved with several industry groups such as ASIS, SIA, BICSI, PASS, NICET among others. Additionally, we sit on advisory boards and consult with product developers and senior leadership with several key manufacturers such as i-Pro (Panasonic), Honeywell, Genetec, LenelS2, Feencis, and Axis.

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.

A3 Communications was founded in 1990. We have been performing the specific services described in this RFP to both the public and private sector since 2005.

9.6.3. Vendor Profile

A. Company full legal name – A3 Communications, Inc., a division of the Cook and Boardman Group, LLC.

B. Primary Business Address – A3 Communications' corporate address is 1038 Kinley Road, Building B | Irmo, SC 29063.

C. Describe company ownership structure – A3 Communications, Inc. is a wholly owned subsidiary of The Cook and Boardman Group, LLC. As a subsidiary of The Cook and Boardman Group, A3 has acquired 5 security integrators since April 1, 2019. These acquisitions now allow us to cover the entire U.S. on a national scale with local presence. These organizations operate as DBA's of A3 Communications under the brands Advantech Security, 3Sixty Integrated, Blue Violet Networks, and ESG.

D. Employee size (number of employees) – For more than three decades, A3 Communications, has built its solid reputation on consistent delivery of exceptional services, advanced products and competitive pricing. With a growing roster of 275+ employees, we create practical, client-friendly solutions for our customers throughout the United States. In addition, please note that A3 operates as a proud division of the Cook and Boardman Group LLC, and as such, has access to the resources of our parent company, including 2,080 employees across 75 branch offices.

E. Website – A3 Communications' website is www.a3communications.com

F. Sales Contact Information – For sales information and assistance, A3 Communications has provided the following points of contact:

Sales Contact #1	
Brian Thomas, <i>President</i>	1038 Kinley Road Irmo, SC 29063 Office: (803) 744-5000 x 5027 Mobile: (803) 608-3387 Fax: (803) 731-6046 bthomas@a3communications.com

Sales Contact #2	
Darren Nix, <i>Vice President of Sales</i>	7249 ACC Boulevard, Suite 105 Raleigh, NC 27617 Office: (919) 948-4600 Mobile: (919) 417-5232 Fax: (803) 731-6046 dnix@a3communications.com

Sales Contact #3	
Scott Grainger, <i>Vice President of Physical Security</i>	1038 Kinley Road Irmo, SC 29063 Office: (803) 744-5000 x 5028 Mobile: (803) 413-9209 Fax: (803) 731-6046 sgrainger@a3communications.com

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

Client Retention

As one of the nations' premier system integrators, we have provided award-winning services for a vast amount of public clients for more than 32 years. Our customer-centric approach has allowed us to maintain a three year customer retention rate of 95 percent. Please note that A3 tracks annual customer retention rates via contracted clients that are under maintenance agreements or ongoing contracted services. Other project-based clients may only contract A3 Communications for a large implementation that may take multiple years and not contract with us again until several years later.

Growth Rate

With a team dedicated to serving our clients with a superior customer experience throughout the U.S. and through years of organic and acquisition – focused growth, A3 has experienced overall revenue growth of 89.9% from January 1, 2020 through December 31, 2022. Furthermore, A3 has experienced 53% revenue growth in the same period with our existing customer base.

As a division of the Cook and Boardman Group, A3 has expanded our national footprint as detailed below in section 9.9.1. This geographic expansion allows us to serve our clients on a national scale today.

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.

A3 Communications acknowledges and complies with this requirement. With a full-time team of talented and certified employees across much of the country, A3 Communications intends to perform as much work as possible with in-house staff. A3 Communications does at times use subcontracted services for supplementary labor and incidental services as

described above. As a rule, A3 Communications does not utilize subcontractors for 'turnkey' installations. The only currently known exception is for the State of Hawaii where we have partnered with Integrated Security Technologies (IST) to perform security projects in Hawaii. We have included an Attachments for Signature document for IST.

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

A3 Communications acknowledge and complies - The completed Attachments for Signature document for Integrated Security technologies follows this page.

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

A3 Communications acknowledge and complies.

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.

A3 Communications acknowledge and complies.

9.7.5. Offeror proposal shall identify specific requirements of the project for which each subcontractor shall perform services.

A3 Communications acknowledge and complies. Our responses to the request A-E are below.

A. How the work of any subcontractor(s) shall be supervised – The A3 Communications Operations Team has vast experience in delivering projects that may include subcontractor labor in varying degrees. Our project managers utilize standardized processes in management and quality assurance in respect to subcontractors.

B. How Channels of communication shall be maintained – A3 Communications project managers are the single point of contact for all project concerns on all projects regardless if there is a subcontractor component or not. A3 Communications does not subcontract the project management role and responsibility. The communication channel is always maintained through the A3 project management team.

C. How compliance with contract terms and conditions will be assured – A3 acknowledges that compliance with the terms and conditions of the Lead State as well as the Participating Entity is ultimately our responsibility. Any project with a subcontracted element is subject to said terms and conditions. The A3 Communications Operations and Service teams are responsible for assuring compliance at every level and stage.

D. Previous experience with subcontractor(s) – A3 Communications uses subcontractors to supplement our internal labor force, provide on-site delivery in geographies outside of our primary service areas and to perform incidental specialty services that we do not self-perform. Our project managers utilize standardized processes in management and quality assurance in respect to subcontractors.

E. Confirm a willingness to provide the full subcontract between the vendor and subcontractor(s) for review if requested by a Purchasing Entity – A3 Communications is expressly willing to provide the information and documentation as described above.

VENDOR INFORMATION RESPONSE

Vendors shall complete and return this form in their proposal.

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

1. VENDOR CONTACT INFORMATION**1.1 COMPANY NAME AND CONTACT INFORMATION:**

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

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

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

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

VENDOR INFORMATION RESPONSE

2. VENDOR INFORMATION

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

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

2.2 VENDOR LICENSING

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

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

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

VENDOR INFORMATION RESPONSE

2.3 STATE OF NEVADA EXPERIENCE

Question	Response			
Has the vendor ever been engaged under contract by any State of Nevada agency?	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>

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	<input type="radio"/>	No	<input checked="" type="radio"/>
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	<input type="radio"/>	No	<input checked="" type="radio"/>

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	<input checked="" type="radio"/>	No <input type="radio"/>

4. **NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION**

Requested Information	Response
Name:	Christine Lanning
Title:	President

4.1 **SIGNATURE OF INDIVIDUAL AUTHORIZED TO BIND THE VENDOR**

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

VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

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

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

Company Name:	Integrated Security Technologies, Inc.
Print Name:	Christine Lanning
Signature:	
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	<input type="radio"/>	No	<input checked="" type="radio"/>
Justification for Confidential Status:					
Company Name:	Integrated Security Technologies, Inc.				
Signature:					
Print Name:	Christine Lanning				
Date:					

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Vendor Name:	Integrated Security Technologies, Inc.
Project Title:	
Print Name of Official Authorized to Sign Application:	Christine Lanning
Signature of Official Authorized to Sign Application:	
Date:	

9.8. VENDOR STAFF RESUMES

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

A3 Communications acknowledge and complies. Resumes for all proposed key personnel follow this page.

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

A3 Communications acknowledge and complies. No key subcontractor personnel have been identified at the time of submission. Should any subcontractor personnel be identified as key members on a project that results from this contract, A3 Communications will work diligently to obtain and submit all necessary documentation.

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.

A3 Communications acknowledge and complies. Our responses to the request A-C are below.

A. Key Personnel must respond to all inquiries from Lead State, Participating Entities, and Purchasing Entities within 2 business days – A3 Communications understands and will comply.

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 – A3 Communications understands and will comply.

C. Key Personnel must have experience in managing a national cooperative contract that is satisfactory in the sole discretion of the Lead State – A3 Communications understands and will comply.

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.

A3 Communications acknowledges and complies.

A3 Communications acknowledges and complies with section 9.8 in full (9.8.1 through 9.8.4). Resumes for key personnel follow this page.

PROPOSED STAFF RESUME

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

Name of Company Submitting Proposal:		A3 Communications	
<i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff</i>			
Contractor Staff:	X	Subcontractor Staff:	
<i>The following information requested pertains to the individual being proposes for this project.</i>			
Name:	Justin Brandstein	Key Personnel: (Yes or No)	Yes
Individual's Title:	Branch Operations Manager		
Years in Classification:	>1	Years with Firm:	4
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information shall include a summary of the proposed individual's professional experience.</i>			
06/22-Current_ A3 Communications_ Cumberland-Foreside,ME _ Branch Operations Manager 01/19-06/22_Exactitude Inc._ Cumberland-Foreside,ME _ Project Manage/End User Sales			
RELEVANT EXPERIENCE <i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
2020-2022_ Puritan Medical Products_ Guilford, ME, Pittsfield, ME & Portland, TN _ End User Sales & Branch Operations Manager_ Fit up of (4) COVID-19 test swab manufacturing facilities, designed, furnished and installed access control & video surveillance.			
2019-2022_ J.B. Brown & Sons_ Portland, ME_ End User Sales & Branch Operations Manager_ designed, furnished and installed access control & video surveillance at (5) commercial/multi use properties.			
2019-2022_ Rochester School Department_ Rochester, NH_ End User Sales & Branch Operations Manager_ Maintained upgraded the district wide access control and video surveillance.			
2020-2021_ Washington County Community College_ Calais, ME_ End User Sales_ Designed, furnished and installed campus wide access control.			
2022-Current_ Eastern Maine Community College_ Bangor, ME_ Branch Operations Manager_ Managed installation of campus wide access control.			
EDUCATION <i>Information required shall include institution name, city, state, degree and/or achievement and date completed/received.</i>			
Massabesic High School- Waterboro, ME Diploma 6/2009			

PROPOSED STAFF RESUME

CERTIFICATIONS	
<i>Information required shall include type of certification and date completed/received.</i>	
Certified Fire Door Assembly Inspector, CFDAI Door Hardware Institute-April 2021	
REFERENCES	
A minimum of three (3) references are required.	
Reference #1:	
Name:	<i>Dan Sheehan</i>
Title:	<i>Chief Information Officer- Puritan Medical Products</i>
Phone Number:	<i>1-860-463-3951</i>
Email Address:	<i>djsheehan@puritanmedproducts.com</i>
Reference #2:	
Name:	<i>Gillian West</i>
Title:	<i>Director of Operations- J.B. Brown & Sons</i>
Phone Number:	<i>1-207-200-2190</i>
Email Address:	<i>Gillian@jbbrown.com</i>
Reference #3:	
Name:	<i>James Letourneau</i>
Title:	<i>Maintenance Manager-Rochester School Department</i>
Phone Number:	<i>1-603-509-3607</i>
Email Address:	<i>letourneau.jim@sau54.org</i>

PROPOSED STAFF RESUME

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

Name of Company Submitting Proposal:		A3 Communications	
<i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff</i>			
Contractor Staff:	√	Subcontractor Staff:	√
<i>The following information requested pertains to the individual being proposes for this project.</i>			
Name:	Brannon Miller	Key Personnel: (Yes or No)	Yes
Individual's Title:	Technical Operations Manager		
Years in Classification:	3.5	Years with Firm:	10
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information shall include a summary of the proposed individual's professional experience.</i>			
<p>Trainable and personable, forward-thinking Physical Security Professional, highly motivated and productive in team environments as well as independently. Proven customer service abilities; developing a solid relationship with customers; gaining an understanding and meeting their needs. Employing strong leadership techniques to generate an accomplishment-driven workplace, resulting in employee loyalty, corporate success, and customer satisfaction.</p> <p>I have worked in multiple positions throughout the physical security/low voltage industry.</p> <p>Starting my career as an installer and holding multiple positions/titles that eventually led me to become a senior engineer.</p>			
RELEVANT EXPERIENCE <i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
<p>A3 Physical Security Engineer – 3 years</p> <ul style="list-style-type: none"> - Job duties include project design and implementation support. <p>A3 Senior Physical Security Engineer – 1 year</p> <ul style="list-style-type: none"> - Job duties include project design and implementation support. - Supervision/management of Physical Security Engineers. <p>A3 Reginal Service Manger – 3 years</p> <ul style="list-style-type: none"> - Managing SC and Ga customers for all related service work. <p>A3 Technical Operations Manager – 3.5 years</p> <ul style="list-style-type: none"> - Management of all physical Security Engineers and supporting all PM's relating to project deployment. 			
EDUCATION <i>Information required shall include institution name, city, state, degree and/or achievement and date completed/received.</i>			

PROPOSED STAFF RESUME

2006 - US Navy A School – Operations Specialist (graduated top of class)
 2008 – Devry University – Computer Science Major (CIS)

CERTIFICATIONS

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

December 2022 – Access It RS2 Software Certified Technician Certification
 November 2022 – ButterflyMX Certification
 November 2022 – BriefCam software Certification
 October 2022 – Lenel S2 Onguard 8.0 Fundamentals Certification
 October 2022 – Lenel S2 Certified Associate Certification
 March 2022 – Milestone Design Engineer
 March 2022 – Milestone Integration Engineer
 January 2022 – PCSC Installation and Service Technician Certification
 November 2021 – Fusion Essentials Software Certified Technician Certification
 August 2021 – Ubiquiti Enterprise Wireless Admin Certification
 December 2020 – IPConfigure IPVS University Certification
 December 2020 – Brivo Onair Certification
 July 2019 – Orchid Fusion VMS Certification
 November 2018 – Vanderbilt Bright Blue Certification (VIBB1)
 November 2018 – Vanderbilt Bright Blue Certification (VIBB2)
 November 2018 – Vanderbilt Bright Blue Certification (VIBB3)
 November 2018 – Vanderbilt Bright Blue Certification (VIBB4)
 August 2018 – 360 Training Certification
 February 2017 – Milestone Design Engineer Certification
 February 2017 – Milestone Integration Engineer Certification
 November 2016 – Salient Systems CompleteView Video Management Systems Certification
 July 2016 – Milestone Technical Certification Level 1
 September 2016 – Milestone Certified Integration Technician Certification
 July 2016 – Isonas Core Certification
 August 2016 – Avigilon Certification Level 1
 August 2016 – Avigilon Certification Level 2
 June 2015 – Seon Installer Certification
 August 2014 – Genetec Synergis Certification
 August 2014 – Genetec Omnicast Certification
 December 2013 – Audio Enhancement Safe System & View Path Certification
 June 2013- S2 Access Control Certification
 December 2012 – Exaqvision VMS Certification

REFERENCES

A minimum of three (3) references are required.

Reference #1:

Name:	<i>Devin Isentol</i>
Title:	<i>Systems Engineer</i>
Phone Number:	<i>803-397-4453</i>
Email Address:	<i>DevinIsentol@gmail.com</i>

PROPOSED STAFF RESUME

Reference #2:	
Name:	<i>Mike Nalbone</i>
Title:	<i>Owner of Cinematic Production (Wonder Road Media)</i>
Phone Number:	<i>803-445-9121</i>
Email Address:	<i>Masnalbone84@gmail.com</i>
Reference #3:	
Name:	<i>Jamie Lyles</i>
Title:	<i>Restaurant Owner / Kitchen Manager</i>
Phone Number:	<i>803-447-4261</i>
Email Address:	<u>Lyles167@yahoo.com</u>

PROPOSED STAFF RESUME

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

Name of Company Submitting Proposal:		A3 Communications	
<i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff</i>			
Contractor Staff:	X	Subcontractor Staff:	
<i>The following information requested pertains to the individual being proposes for this project.</i>			
Name:	Marissa Myhill Eason	Key Personnel: (Yes or No)	
Individual's Title:	Senior Marketing Specialist		
Years in Classification:	4	Years with Firm:	6
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information shall include a summary of the proposed individual's professional experience.</i>			
With nearly six years of experience at A3 Communications and 10 years of marketing experience, Marissa Myhill Eason leverages her systems knowledge and sales enablement passion to provide marketing resources to her team and partners.			
RELEVANT EXPERIENCE <i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
<p>-Richmond County Marshal's Office Video Case Study; A3 Communications; Irmo, SC; March 2022; Senior Marketing Specialist; A3 partnered with RCMO, Scansource and Genetec to produce a video case study on our security upfit and how the team navigated working together throughout COVID.</p> <p>-City of Refuge Video Case Study; A3 Communications; Atlanta, GA; March 2021; Senior Marketing Specialist; A3 partnered with City of Refuge in Atlanta, GA, Genetec and Scansource to produce a video case study on our security upfit.</p> <p>-Genetec Marketing Partner of the Year; A3 Communications; Irmo, SC; 2021 & 2022; Senior Marketing Specialist; Awarded by Genetec for joint marketing efforts including co-branded videos, promo items and conference attendance.</p>			
EDUCATION <i>Information required shall include institution name, city, state, degree and/or achievement and date completed/received.</i>			
College of Charleston; Charleston, SC; BA Communications & English with a Creative Writing concentration. 2017.			
CERTIFICATIONS <i>Information required shall include type of certification and date completed/received.</i>			
Video Editing; 2018, Midlands Technical College.			

PROPOSED STAFF RESUME

REFERENCES	
A minimum of three (3) references are required.	
Reference #1:	
Name:	<i>Bob Settle</i>
Title:	<i>Vice President of Marketing at The Cook & Boardman Group</i>
Phone Number:	<i>(336) 768-8872 ext 3562</i>
Email Address:	<i>bsettle@cookandboardman.com</i>
Reference #2:	
Name:	<i>Page Keller</i>
Title:	<i>Former Director of Center for Excellence in Peer Education at College of Charleston</i>
Phone Number:	<i>(843) 568-1577</i>
Email Address:	<i>page@joinknack.com</i>
Reference #3:	
Name:	<i>Hunter Thornton</i>
Title:	<i>Former Vice President of Sales at A3 Communications</i>
Phone Number:	<i>(678) 630-9134</i>
Email Address:	<i>hthornton@gmail.com</i>

PROPOSED STAFF RESUME

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

Name of Company Submitting Proposal:		A3 Communications, Inc.	
<i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff</i>			
Contractor Staff:	X	Subcontractor Staff:	
<i>The following information requested pertains to the individual being proposes for this project.</i>			
Name:	Brian Thomas	Key Personnel: (Yes or No)	Yes
Individual's Title:	President		
Years in Classification:	10	Years with Firm:	16
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information shall include a summary of the proposed individual's professional experience.</i>			
<p>With more than a decade of experience achieving record-breaking profits, Brian Thomas leads with a successful combination of versatility, intuition and integrity. Starting as Vice President of Sales in 2006, Brian transformed A3 from a local provider to a nationally recognized, fastest growing systems integrator. Following six years of increased growth both within the company and across the Southeast, Brian was named President in 2012. In this role, he oversees corporate direction and strategy, including marketing, sales, consulting and technical support. Concentrating on innovation and customer service, he works to increase the profitability and productivity of clients through the application of smart technology. Prior to joining A3, Brian held sales and management roles in the telecommunications and mortgage industries throughout Atlanta, Georgia. Brian is an Honor Graduate and veteran of the United States Marine Corps, and proud graduate of Leadership Columbia – a program where he worked and studied with an elite team of South Carolina's brightest business leaders.</p>			
RELEVANT EXPERIENCE <i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
<p>Timeframe: July 2008 – January 2012 Company Name: A3 Communications, Inc. Company Location: Columbia, SC Position Title: Vice President of Sales Details: As Vice President of Sales, Brian Thomas leveraged his business and sales acumen to transition A3 Communications from a local provider to nationally recognized systems integrator. Under his leadership, the company experienced record-breaking profits based on his intuition for customer needs, emerging trends, cross-selling and market promotion.</p> <p>Timeframe: July 2006 – July 2008 Company Name: A3 Communications, Inc. Company Location: Columbia, SC Position Title: Senior Account Executive Details: Initially hired as a Senior Account Executive based on experience as a top performing agent, Brian Thomas consistently ranked as number one among public and private sector sales. In this role, he increased A3 Communications' market share and encouraged the firm's participation in contract selling vehicles, laying the foundation for A3's Southeastern growth and success.</p>			
EDUCATION <i>Information required shall include institution name, city, state, degree and/or achievement and date completed/received.</i>			

PROPOSED STAFF RESUME

United States Marine Corps: 2001 Leadership Columbia: 2011	
CERTIFICATIONS <i>Information required shall include type of certification and date completed/received.</i>	
Panasonic i-Pro Certification – October 4, 2016 Axis Communications Academy Network Video Fundamentals – December 11, 2008 S2 Security Net Tech – August 23, 2007	
REFERENCES A minimum of three (3) references are required.	
Reference #1:	
Name:	<i>Mr. Alan Milburn, Senior Manager Sales Operations</i>
Title:	<i>Senior Manager Sales Operations of Cox Communications</i>
Phone Number:	<i>(404) 269-0578</i>
Email Address:	<i>alan.milburn@cox.com</i>
Reference #2:	
Name:	<i>Mr. Barry Komisar</i>
Title:	<i>CEO and Founder of Vision Security Technologies</i>
Phone Number:	<i>(205) 663-3332 x 601</i>
Email Address:	<i>bk@visionsoutheast.com</i>
Reference #3:	
Name:	<i>Ms. Beth Armknecht Miller</i>
Title:	<i>Talent Manager Advisor at Vistage Worldwide</i>
Phone Number:	<i>(404) 451-3726</i>
Email Address:	<i>beth.miller@executive-velocity.com</i>

PROPOSED STAFF RESUME

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

Name of Company Submitting Proposal:		A3 Communications, Inc.	
<i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff</i>			
Contractor Staff:	X	Subcontractor Staff:	
<i>The following information requested pertains to the individual being proposes for this project.</i>			
Name:	Chandler Koeln	Key Personnel: (Yes or No)	Yes
Individual's Title:	Service Manager		
Years in Classification:	2	Years with Firm:	6
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information shall include a summary of the proposed individual's professional experience.</i>			
Chandler Koeln has been in the Life Safety / Security industry for ten years. He started his career as a field technician installing Fire Alarms and Security systems. He currently works as the Service Manager for A3 Communications.			
RELEVANT EXPERIENCE <i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
Jacksonville Sound and Communication Charleston / Columbia SC, 2013 – 2017, Install Technician, Lead Technician, Project Manager, and Service Technician. A3 Communications Columbia SC, 2017 – current, Field Supervisor, Service Technician, Service Supervisor, Service Manager.			
EDUCATION <i>Information required shall include institution name, city, state, degree and/or achievement and date completed/received.</i>			
Ashley Ridge High School, Summerville SC, 2013			
CERTIFICATIONS <i>Information required shall include type of certification and date completed/received.</i>			
Omnicast Technical Certification, Synergis Technical Certification, S2 Security.			

PROPOSED STAFF RESUME

REFERENCES	
A minimum of three (3) references are required.	
Reference #1:	
Name:	<i>Louis D. Romano</i>
Title:	<i>Reginal Sales Manager</i>
Phone Number:	<i>(803)900-0792</i>
Email Address:	<i>louis.romano@motorolasolutions.com</i>
Reference #2:	
Name:	<i>Ashley Crenshaw</i>
Title:	<i>Building Manager</i>
Phone Number:	<i>(803)667-9119</i>
Email Address:	<i>ashley.crenshaw@colliers.com</i>
Reference #3:	
Name:	<i>Scott Grainger</i>
Title:	<i>VP – Physical Security</i>
Phone Number:	<i>(803)413-9209</i>
Email Address:	<i>sgrainger@a3communications.com</i>

PROPOSED STAFF RESUME

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

Name of Company Submitting Proposal:		A3 Communications, Inc.	
<i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff</i>			
Contractor Staff:	X	Subcontractor Staff:	
<i>The following information requested pertains to the individual being proposes for this project.</i>			
Name:	David Lewis	Key Personnel: (Yes or No)	Yes
Individual's Title:	VP, CFO		
Years in Classification:	35	Years with Firm:	10
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information shall include a summary of the proposed individual's professional experience.</i>			
Managed small to large companies in operation and financial capacity. Provided leadership and guidance to companies within Manufacturing, distribution, Construction, hospitality, media and service organizations over the course of 35 years. Served on multiple non-profit board in various leadership capacities.			
RELEVANT EXPERIENCE <i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
Negotiated and leveraged banking relationships and credit facilities to fund future growth of A3 Communications. Negotiated vendor credit terms and supplier relationships. Oversaw accounting, purchasing, inventory, administration, and financial performance. Managed company performance to ensure profitability and capital arrangement for expansion of geographical territory.			
EDUCATION <i>Information required shall include institution name, city, state, degree and/or achievement and date completed/received.</i>			
BS, Accounting, Clemson University May 1989 MBA, University of South Carolina, December 2003			
CERTIFICATIONS <i>Information required shall include type of certification and date completed/received.</i>			

PROPOSED STAFF RESUME

REFERENCES	
A minimum of three (3) references are required.	
Reference #1:	
Name:	<i>Andy Davis</i>
Title:	<i>CEO, Marwin Company</i>
Phone Number:	<i>803-776.2396</i>
Email Address:	<i>andy@marwincompany.com</i>
Reference #2:	
Name:	<i>Tim Young</i>
Title:	<i>Sr. Account Executive, USI</i>
Phone Number:	<i>803-602-3012</i>
Email Address:	<i>Tim.young@usi.com</i>
Reference #3:	
Name:	<i>John Babson</i>
Title:	<i>Sales representative</i>
Phone Number:	<i>803-920-9836</i>
Email Address:	

PROPOSED STAFF RESUME

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

Name of Company Submitting Proposal:		A3 Communications	
<i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff</i>			
Contractor Staff:	X	Subcontractor Staff:	
<i>The following information requested pertains to the individual being proposes for this project.</i>			
Name:	Darren A. Nix	Key Personnel: (Yes or No)	
Individual's Title:	Vice President of Sales		
Years in Classification:	1	Years with Firm:	1
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information shall include a summary of the proposed individual's professional experience.</i>			
25 year veteran in the security industry. Held positions/experience in systems integration, deployment, service, and project management; consultant specializing in solution design, threat/vulnerability assessment, policy and procedure development, investigations; business development, sales, and program management.			
RELEVANT EXPERIENCE <i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
2023 – Vice President of Sales, A3 Communications 2020 – 2022 Strategic Programs Manager, Genetec 2019 – 2020 Strategic Partnership Manager, Genetec 2017 – 2019 Business Development Manager for Higher Education, Genetec 2011 – 2017 Regional Sales Manager, Genetec 2002 – 2011 Senior Associate Consultant, Risk Management Associates 1998 – 2002 Branch Operations Manager, SFI Electronics 1992 – 1998 Various aviation technical positions 1988 – 1992 Aircraft Electrician, US Navy			
EDUCATION <i>Information required shall include institution name, city, state, degree and/or achievement and date completed/received.</i>			
1992 – 1994 Associate in Applied Science (Aviation Maintenance Technology), Wayne Community College, Goldsboro, NC			
CERTIFICATIONS <i>Information required shall include type of certification and date completed/received.</i>			

PROPOSED STAFF RESUME

2005 – 2020 Certified Protection Professional, ASIS 2002 – 2011 Associate Private Investigator License, North Carolina 1998 – 2002 Various Alarm Licenses, NC Alarm Licensing Board 1992 – 1998 Airframe and Powerplant License, FAA	
REFERENCES A minimum of three (3) references are required.	
Reference #1:	
Name:	<i>Pervez Siddiqui</i>
Title:	<i>Vice President of Global Offerings & Transformation, Genetec</i>
Phone Number:	<i>480-347-5540</i>
Email Address:	<i>psiddiqui@genetec.com</i>
Reference #2:	
Name:	<i>Alan Mather</i>
Title:	<i>Chief of Protective Services Division, NASA Johnson Space Center</i>
Phone Number:	<i>281-660-5504</i>
Email Address:	<i>Alan.t.mather@nasa.gov</i>
Reference #3:	
Name:	<i>Christian Chenard-Lemire</i>
Title:	<i>Director Cities Applications Group, Genetec</i>
Phone Number:	<i>514-546-7603</i>
Email Address:	<i>cclemire@genetec.com</i>

PROPOSED STAFF RESUME

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

Name of Company Submitting Proposal:		A3 Communications, Inc.	
<i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff</i>			
Contractor Staff:	X	Subcontractor Staff:	
<i>The following information requested pertains to the individual being proposes for this project.</i>			
Name:	Drake Vaughn	Key Personnel: (Yes or No)	Yes
Individual's Title:	Senior Content Specialist		
Years in Classification:	1	Years with Firm:	2.5
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information shall include a summary of the proposed individual's professional experience.</i>			
A3 Communications, <i>Senior Content Specialist</i> (December 2022-Present) A3 Communications, <i>Content Specialist</i> (November 2020-December 2022) Food Lion, <i>Stocker</i> (June 2020-November 2020) Dennis Corporation, <i>Marketing Intern</i> (August 2018-August 2019) Tokyo Grill, <i>Cashier</i> (May 2017-August 2018) EdVenture Children's Museum, <i>Grant Writing Intern</i> (January 2017-May 2017) EdVenture Children's Museum, <i>Guest Experiences Associate</i> (May 2016-December 2016)			
RELEVANT EXPERIENCE <i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
A3 Communications, <i>Senior Content Specialist</i> (December 2022-Present), Irmo, SC A3 Communications, <i>Content Specialist</i> (November 2020-December 2022), Irmo, SC			
EDUCATION <i>Information required shall include institution name, city, state, degree and/or achievement and date completed/received.</i>			
University of South Carolina – Columbia, SC Bachelor of Arts in Experimental Psychology August 2019			
CERTIFICATIONS <i>Information required shall include type of certification and date completed/received.</i>			
N/A			

PROPOSED STAFF RESUME

REFERENCES	
A minimum of three (3) references are required.	
Reference #1:	
Name:	Patty Lindler
Title:	Proposal Manager
Phone Number:	(803) 744-5000 x 5080
Email Address:	plindler@a3communications.com
Reference #2:	
Name:	Kevin Wren
Title:	Regional Sales Manager
Phone Number:	(803) 984-7007
Email Address:	kwren@a3communications.com
Reference #3:	
Name:	Mark Hubbard
Title:	Product Manager
Phone Number:	(803) 743-7906
Email Address:	mhubbard@lenovo.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:		A3 Communications	
<i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff</i>			
Contractor Staff:	x	Subcontractor Staff:	
<i>The following information requested pertains to the individual being proposes for this project.</i>			
Name:	Michael Taylor	Key Personnel: (Yes or No)	Yes
Individual's Title:	Director of Operations		
Years in Classification:	4	Years with Firm:	7
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information shall include a summary of the proposed individual's professional experience.</i>			
More than 27 years professional experience encompassing installation, upgrades, troubleshooting, configuration, support and maintenance of third party software applications, hardware, servers, workstations, VoIP, infrastructure cable, IP cameras and Access Control solutions. Skilled at determining company and end user requirements and designing processes and standards to meet or exceed requirements. Effective leadership and training skills combined with extensive technical expertise.			
RELEVANT EXPERIENCE <i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
<p>Diversified Computer Solutions 1996-2005 - Engineering Manager/Project Manager Responsible for the management of projects and management of Engineering resources. Material ordering, resource scheduling, quality control and successfully completing the scope to the satisfaction of the client were all my responsibility.</p> <p>2005-2015 – Executive Vice President of Operations Responsible for building and maintaining all polices, processes and standards Responsible for quality assurance and quality control of all projects Responsible for all technical staff including Project Managers, Project Coordinators and Technicians</p> <p>A3 Communications 2015-2016 - Project Manager Responsible for all North Carolina projects as A3 grew into the state. Responsible for managing resources in areas that are outside of existing service areas, quality controlling and managing installations and maintaining customer satisfaction.</p> <p>2016-2017 - Regional Operations Manager Responsible for all field operations for multiple regions to include building policies and standards, quality assurance and maintaining customer satisfaction</p> <p>2017-Present – Director of Operations Responsible for field operations for all of A3 to include building policies and standards, quality assurance and maintaining customer satisfaction, team structure and growth, safety, fleet and training.</p>			
EDUCATION <i>Information required shall include institution name, city, state, degree and/or achievement and date completed/received.</i>			

PROPOSED STAFF RESUME

Midlands Technical College, Columbia, S.C.
Associate of Science while studying Mechanical/Civil Engineering (degree received 1995)
 Clemson University, Clemson, S.C.
Undergraduate studies in Civil Engineering (1991-1994)

CERTIFICATIONS

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

REFERENCES

A minimum of three (3) references are required.

Reference #1:

Name:	<i>Bill Hickox</i>
Title:	<i>Chief Operating Officer Advantech</i>
Phone Number:	<i>302.674.8405</i>
Email Address:	<i>bill.hickox@advantechsecurity.net</i>

Reference #2:

Name:	<i>Jason Jones</i>
Title:	<i>VP of Operations The Cook & Boardman Group, LLC</i>
Phone Number:	<i>704.530.4070</i>
Email Address:	<i>jjones@cookandboardman.com</i>

Reference #3:

Name:	<i>Abraham Canales</i>
Title:	<i>Director of Operations 3Sixty Integrated</i>
Phone Number:	<i>210.545.1770</i>
Email Address:	<i>abraham@3sixtyintegrated.com</i>

PROPOSED STAFF RESUME

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

Name of Company Submitting Proposal:		A3 Communications, Inc.	
<i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff</i>			
Contractor Staff:	X	Subcontractor Staff:	
<i>The following information requested pertains to the individual being proposes for this project.</i>			
Name:	Samantha Perry	Key Personnel: (Yes or No)	Yes
Individual's Title:	Contracts Manager		
Years in Classification:	2	Years with Firm:	6
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information shall include a summary of the proposed individual's professional experience.</i>			
After college, I spent 11 years in customer service and retail management. From there in 2016, I entered the tech field beginning my career with A3 Communications as a Branch Coordinator before being promoted to Contracts Manager in 2021.			
RELEVANT EXPERIENCE <i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
Contracts Manager; January 2021 – present, A3 Communications; Greenville, SC I have handled the sales reporting for the NASPO Security & Fire contract during this time frame. I will also be attending the NASPO Exchange this year for the second time.			
EDUCATION <i>Information required shall include institution name, city, state, degree and/or achievement and date completed/received.</i>			
Associate of Arts & Sciences degree - General Studies; Virginia Highlands Community College; Abingdon, VA; December 2003 Bachelor of Arts degree - Communication; University of Virginia's College at Wise; Wise, VA; August 2005			
CERTIFICATIONS <i>Information required shall include type of certification and date completed/received.</i>			
Contracts Specialist certification; Clemson University; Greenville, SC; September 2021			

PROPOSED STAFF RESUME

REFERENCES	
A minimum of three (3) references are required.	
Reference #1:	
Name:	<i>Melody Norris</i>
Title:	<i>Branch Administration Manager, A3 Communications</i>
Phone Number:	<i>803-351-0769</i>
Email Address:	<i>mnorris@a3communications.com</i>
Reference #2:	
Name:	<i>Michael Spires</i>
Title:	<i>Service Agreement Manager, A3 Communications</i>
Phone Number:	<i>803-238-0616</i>
Email Address:	<i>mspires@a3communications.com</i>
Reference #3:	
Name:	<i>Allison Broughton Ragan</i>
Title:	<i>Interior Designer, Prudhomme Architecture & Interior Design</i>
Phone Number:	<i>864-590-7840</i>
Email Address:	<i>broughtona@charter.net</i>

PROPOSED STAFF RESUME

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

Name of Company Submitting Proposal:		A3 Communications, Inc.	
<i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff</i>			
Contractor Staff:	X	Subcontractor Staff:	
<i>The following information requested pertains to the individual being proposes for this project.</i>			
Name:	Scott Grainger	Key Personnel: (Yes or No)	Yes
Individual's Title:	Vice President – Physical Security		
Years in Classification:	9	Years with Firm:	11
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information shall include a summary of the proposed individual's professional experience.</i>			
I have spent 24 years in the Systems Integration field. Starting out as an entry level technician in 1998, I learned the craft and rose through the ranks in the engineering and project management roles. I have experience in video surveillance, access control, structured cabling, A/V and other electronic systems. Additionally, I am well versed in business operations and management, contract negotiations, program management and leadership. I have spent the last (9) years on the senior leadership team at A3 Communications.			
RELEVANT EXPERIENCE <i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
Vice President – Physical Security @ A3 Communications 2014 – present Branch Manager – Greenville, SC @ A3 Communications 2012 – 2014 Senior Project Manager / Engineer @ Advanced Communication Cabling 2001 – 2012 Technician @ Advanced Communication Cabling 1998 - 2001			
EDUCATION <i>Information required shall include institution name, city, state, degree and/or achievement and date completed/received.</i>			
Jackson College, Jackson, MI 2 years in Chemical Engineering major program			
CERTIFICATIONS <i>Information required shall include type of certification and date completed/received.</i>			
BICSI Registered Communication Distribution Designer (RCDD) – 2008 Various technology platform certificates			

PROPOSED STAFF RESUME

REFERENCES	
A minimum of three (3) references are required.	
Reference #1:	
Name:	<i>David Tonsberg</i>
Title:	<i>President / Founder of Security Reps Inc.</i>
Phone Number:	<i>954-817-6141</i>
Email Address:	<i>david@securityreps.com</i>
Reference #2:	
Name:	<i>Bill Brennan</i>
Title:	<i>President – Panasonic i-Pro Sensing Solution of America</i>
Phone Number:	<i>847-691-7341</i>
Email Address:	william.brennan@us.i-pro.com
Reference #3:	
Name:	<i>Tony Mangum</i>
Title:	<i>Principal Consultant – Design Phase</i>
Phone Number:	<i>864 593 4169</i>
Email Address:	<i>Tony.mangum@design-phase.net</i>

PROPOSED STAFF RESUME

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

Name of Company Submitting Proposal:		A3 Communications	
<i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff</i>			
Contractor Staff:	✓	Subcontractor Staff:	
<i>The following information requested pertains to the individual being proposes for this project.</i>			
Name:	Tristan Soule, PSP®	Key Personnel: (Yes or No)	Yes
Individual's Title:	Director of Sales Engineering		
Years in Classification:	10	Years with Firm:	15
BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information shall include a summary of the proposed individual's professional experience.</i>			
<p>With over 15 years of experience, I have been able to provide expert installation, configuration, maintenance and design of security systems. As a specialist in IP surveillance, video management software, and electronic access control, I maintain a Physical Security Professional (PSP®) certification to assist in the design of solutions for our customers. Tristan works closely with our clients to evaluate their outdated systems and determine which new solution would best satisfy their current needs and future-proof their facility for evolving technology. Additionally, I was the chairman for the Central South Carolina ASIS chapter in 2021.</p>			
RELEVANT EXPERIENCE <i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
<p>A3 Communications, Inc., Varying Positions Irmo, SC 2007 - Present Director of Sales Engineering, 2019 – Present</p> <ul style="list-style-type: none"> • Manages and leads the physical security sales engineering team (total of 12) • Program Manager for North Carolina Department of Transportation • Surveys customer sites with sales and project management teams to assess security environments • Designs IP surveillance, video management software and access control systems and defines project scope of work for sales • Creates and reviews pre-sales physical security quotations <p>Senior Sales & Design Engineer, 2015 - 2019</p> <ul style="list-style-type: none"> • Surveys customer sites with sales and project management teams to assess security environments • Designs IP surveillance, video management software and access control systems and defines project scope of work for sales • Creates and reviews pre-sales physical security quotations • Maintains major brand certifications and trains installation team members • Consults with the service department to troubleshoot and diagnose technical issues <p>Senior Physical Security Engineer, 2014 - 2015</p> <ul style="list-style-type: none"> • Designs IP surveillance, video management software and access control systems • Analyzes blueprints and current security solutions to provide estimated total costs • Advises sales and engineering teams to meet technical standards <p>Physical Security Technician, 2011 - 2014</p> <ul style="list-style-type: none"> • Installs and maintains low voltage IP surveillance, video management software and access control solutions • Provides on-site training for customers and new employees <p>Cable Technician, 2007 - 2011</p> <ul style="list-style-type: none"> • Terminates, installs and maintains Cat5, Cat6 and fber to support low voltage systems <p>YRT2, Lead Intrusion Technician</p>			

PROPOSED STAFF RESUME

West Columbia, SC 2005 - 2006 <ul style="list-style-type: none"> • Installation of low voltage cabling, rough ins and terminations • Provides quality control for installations • Trained end users on how to use their intrusion detection systems 	
EDUCATION <i>Information required shall include institution name, city, state, degree and/or achievement and date completed/received.</i>	
University of South Carolina Columbia, SC 2001 - 2005 BS in Business Management BS in Real Estate Minor in Criminal Justice	
CERTIFICATIONS <i>Information required shall include type of certification and date completed/received.</i>	
Physical Security Professional (PSP®)	
REFERENCES A minimum of three (3) references are required.	
Reference #1:	
Name:	<i>Jeff Barrett</i>
Title:	<i>Captain Jeff Barrett, Executive Officer</i>
Phone Number:	<i>706.373.0544</i>
Email Address:	<i>JBarrett@augustaga.gov</i>
Reference #2:	
Name:	<i>Joe Coker</i>
Title:	<i>Regional Sales Manager – NC and SC</i>
Phone Number:	<i>910.973.1513</i>
Email Address:	<i>Joseph.coker@carrier.com</i>
Reference #3:	
Name:	<i>David Tonsberg</i>
Title:	<i>CEO</i>
Phone Number:	<i>954.817.6141</i>
Email Address:	<i>DAVID@SECURITYREPS.COM</i>


9.9. CUSTOMER SERVICE

9.9.1. What is the coverage area of your services?

A3 Communications provides nationwide coverage for our services. Our primary offices are Irmo SC, Greenville SC, Charleston SC, Charlotte NC, Raleigh NC, Atlanta GA, Nashville TN, Memphis TN, Atlanta GA, Birmingham AL, San Antonio TX, Fountain Valley CA, Dover DE, Cranberry PA, and Portland, ME. In addition, our parent company, The Cook & Boardman Group, has (60+) more locations nationwide. A3 Communications works closely with our sister company offices to provide mutual support throughout the United States. State and local licensing requirements may restrict our ability to operate to certain locals. See location map below.



 Systems & Security Integration
(Divisions 27 & 28)

 Doors, Frames, Hardware,
& Construction Specialties
(Divisions 8, 10 & 12)

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

A3 Communications' standard hours of operation are Monday through Friday, from 8:00 a.m. until 5:00 p.m. EST.; however, we serve our clients 24 hours a day, seven days a week. Either through your key account contacts, or our Professional Services Automation service detailed below, A3 Communications is here to exceed your expectations during the hours that are most convenient for you. With decades of experience providing products and services for public clients, we understand the atypical nature of each Purchasing Entities' schedule and are prepared to work with them to develop the most agreeable timeline possible. A3's monitored helpdesk can be reached 24X7/365 by emailing help@a3communications.com

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

A3 Communications is both a solutions based and processed based organization. Our goal with any customer is to properly identify the correct solutions to their problems and/or challenges and implement that solution in a concise, standards driven, process based methodology. Inherently, unexpected problems do arise at times. Our designers, project managers and service staff take great pride in their ability to adapt quickly to changing conditions and unexpected challenges. These teams work closely with the customer with clear lines of communication and documentation to assess the situation and make necessary changes required to overcome any challenge to complete project success.

For over three decades, A3 Communications has recognized the correlation between our customers' long-term success and the reliability of their infrastructure. Without the products and services to support this connectivity, our clients can't maximize the investments they've made on their technology. To ensure the stability of these critical systems, we work tirelessly to guarantee quality and reliability of all of our products and services. With a guaranteed four-hour emergency

response time (based on support plan purchased), we are prepared to provide exceptional connectivity for each of our clients.

To make working with us as simple of a process as possible, all of our customers can report outage incidents to our central help desk. We manage all service calls through our PSA (Professional Services Automation) software real-time service board that lists service tickets and project tickets by customer. SLA timers are monitored based on pre-designated SLA customer agreements. The board is monitored by our 24/7 help desk team and dispatch. Customers can email tickets to help@a3communications.com, or call our service line at 888-809-1473. An example is located below.

Ticket #	Priority	Age	Status	Schedule	Company	Summary Description	Resources	Total Hours	Budget	SLA Status	Contact	Subtype
173200		0.0	New (email connector)		Palmetto State Grass	Phone Jack in new office		0.00	0.00		Alice Seth	
173185		0.0	Assigned		The McDaniel Corporation	Phones Not Working	Disenrol	0.00	0.00		Rebecca Farrow	Programming/Co...
173130		0.0	Assigned		Stanick Sheet Metal & Roofing Co., Inc.	Phone repair		0.00	0.00	Respond by Wed 06/30 10:05 AM UTC-04	Amanda Stukie	Programming/Co...
173108		1.0	Assigned		AARO Rental Center	Customer advised when information is contacted it advises Aaron Ben	Disenrol	1.00	0.00	Respond by Wed 06/30 5:20 AM UTC-04	Anika Scott	Programming/Co...
173103		1.0	New (email connector)		Catchall	Server Room Access - Rpo		0.00	0.00			
173087		1.1	Assigned		Columbia Housing Authority	VoiceMail Issues	Disenrol	1.00	0.00	Respond by Tue 06/29 3:52 PM UTC-04	Ricky Hale	Programming/Co...
173068		1.8	Assigned		Williamsburg Technical College	CCM backup	Chenetic, Etenso...	1.00	0.00	Resp by Thu 07/01 2:19 PM UTC-04		
173060		2.1	Assigned		Ameriprise Financial - Floyd	FTL outages	Disenrol	1.00	0.00	Respond by Mon 06/28 2:29 PM UTC-04	Stephanie Marcum	Programming/Co...
173016		2.2	New		A3 Communications, Inc.	#8222 SCOSU-Came Daniels - Meraki Surveillance AAA045336-03	SComstock	0.00	0.00		James Carey	
173013		2.2	Assigned		Hitchcock Healthcare	FTV - Hitchcock Healthcare	Disenrol	0.00	0.00	Respond by Mon 06/28 1:31 PM UTC-04	Ashon Rosier	Programming/Co...
172993		4.9	New *		Baker Audio and Visual	Lake Stone - Backup	WMontgomery	1.00	0.00		Janett Jones	
172988		5.0	New *		Piedmont Community College	Troubleshoot network issues with Cameras	WMontgomery	3.00	0.00		Brett Barlee	
172902		7.8	Assigned		First Community Bank	Question about forwarded out calls	Disenrol	2.00	0.00	Respond by Wed 06/28 12:30 PM UTC-04	Michelle Snyder	Programming/Co...
172747		8.2	Assigned		303 Associates, Inc.	Business calls to go to new lines	Disenrol	0.00	0.00		Shelby Morris	Programming/Co...
172697		9.0	New *		Community School of Davidson	Hunterville Network Setup	WMontgomery	1.00	0.00		Connie Wessner	
172441		15.3	Assigned		Premiere Roofing	FTV - Ec - 108	Disenrol	2.50	0.00		Leslie Robinson	Programming/Co...
172088		21.1	Assigned		Chao & Associates Inc	Structured Wiring Detachment	Disenrol	0.00	0.00		Kimberly Price	Programming/Co...
173867		26.1	Assigned		SC Works Worklink	Anderson Phone setup /866A045025	Disenrol	0.50	10.00		Jennifer Kelly	
173843		27.0	New *		The Cook & Boardman Group, LLC	(F) LAN800 Locks - AutoSer /866A0479741		0.00	0.00		Suzanne Setsema H...	
172475		51.1	New (email connector)		A3 Communications, Inc.	Service Order - new customer - Family Health Centers - Danco/Duro SC		0.00	0.00		Eddie Lemacks	
172031		61.1	Assigned		SC Works Worklink	Telecom Install - /866A04662901	Disenrol	1.50	0.00		Jennifer Kelly	
171862		63.7	New *		NC State University	NCSU - SAT Parts Order: Hunt Library Office Camera (Service - #15172)		0.00	0.00		Jason Singletary	Surveillance Equ...
171208		78.1	New (email connector)		Kimberly Clark	Kimberly Clark - Berkeley Mill - Dock 7 Vehicle Gate and Pedestrian Gate		0.00	0.00		Kevin Rowe	
170052		99.2	Assigned		New Ebenezer Baptist Church	Change out phone box	Disenrol	0.00	0.00	Respond by Wed 03/24 9:53 AM UTC-04	Sanjeev Cook	Programming/Co...
169846		103.2	Assigned		Alandale County Schools	FTV internet static/dhcp VoIP Calls	Disenrol	2.00	0.00		Darren Cook	Programming/Co...
167143		112.1	Assigned		Solaris Investments	FTV - Spectrum Service - Train Place Suite - Schedule weekly notice	Disenrol	7.00	0.00		Andre Fontana	Programming/Co...
16494		162.1	Assigned		Ever Phosphate Bank	FTV - Phosphate Bank - Phosphate Bank	Disenrol	1.00	0.00		Luca Baccaro	Programming/Co...

In addition to our service board, we adhere to the following escalation procedure.

Service Request Escalation Procedure -

1. Support Request is received – phone call to help desk or email to help@a3communications.com or A3 customer portal (<https://connect.a3communications.com/support>);
2. Trouble Ticket is created;
3. Issue is identified and documented in ConnectWise (CW) ticketing system;
4. Issue is qualified to determine if it can be resolved through Tier One Support;

If issue can be resolved through Tier One Support:

1. Level One Resolution – issue is worked to successful resolution;
2. Quality Control – issue is verified as resolved to Client's satisfaction;
3. Trouble Ticket is closed, after complete problem resolution details have been updated in CW system;

If issue cannot be resolved through Tier One Support:

1. Issue is escalated to Tier Two Support;
2. Issue is qualified to determine if it can be resolved by Tier Two Support;

If issue can be resolved through Tier Two Support:

1. Level Two Resolution – issue is worked to successful resolution;
2. Quality Control – issue is verified to be resolved to Client's satisfaction;
3. Trouble Ticket is closed, after complete problem resolution details have been updated in CW system;

If issue cannot be resolved through Tier Two Support:

1. Issue is escalated to On-site Support;
2. Issue is qualified to determine if it can be resolved through On-site Support;

If issue can be resolved through On-site Support:

1. On-site Resolution – issue is worked to successful resolution;
2. Quality Control – issue is verified to be resolved to Client’s satisfaction;
3. Trouble Ticket is closed, after complete problem resolution details have been updated in CW system;

If issue cannot be resolved through On-site Support:

1. VP of Infrastructure and/or VP of Physical Security– request is updated with complete details of all activity performed;
2. VP of Infrastructure and/or VP of Physical Security allocates additional on-site resources, including himself;
3. On-site Resolution – issue is worked to successful resolution;
4. Trouble Ticket is closed, after complete problem resolution details have been updated in CW system.

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.

We understand how important communication and seamless service is to the success of a project. To eliminate costly delays and discrepancies, A3 Communications has provided a single, engaged point of contact to serve you throughout the contract term. Brian Thomas, President and CEO, will remain available if you or additional Purchasing Entities have a question or an issue with A3 Communications’ solution. A simple phone call or email will connect you directly to Brian to receive answers or begin remediation. To further oversee each individual contract, Brian will work directly with assigned project managers and project teams to ensure adherence to implementation schedules, contract regulations and manufacturer ‘best practices.’

In addition, Brian is backed by a full staff of permanent marketing, accounting, administrative and help-desk technicians, A3 provides 24-hour support, seven days a week. In an emergency, we can dispatch a technician or engineer to your, or the Purchasing Entities’ site, within a matter of minutes. Our dedicated support team responds to all service calls within our public Service Level Agreement guidelines and maintains a complete inventory of spare material at our seven office locations. With the assistance of this seasoned group, A3 Communications guarantees that our customers are the highest priority within our organization.

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

With our team of highly qualified and trained personnel that are on standby 24 hours a day, 365 days year, A3 Communications strives to have the highest customer satisfaction possible. We are ready to react to and resolve all incoming service issues at any time, regardless of the time of day.

A3 Communications encourages all of our customers and end users to complete a satisfaction survey that is automatically e-mailed to the service requestor at the completion of every service request. In the rare case that a customer or end user submits a complaint or negative evaluation, A3’s executive team is notified directly. After reviewed by the executive team and service manager, the customer is contacted directly to ensure that the problem is resolved immediately and to their satisfaction.

Once the client is 100% satisfied, an internal debrief is conducted with all parties involved. We understand that mistakes can be made, but with this process, A3 Communications learns from each lesson and can consistently improve our level of customer service.

For a detailed insight into the escalation procedure we use for customer concerns, please see our strategy below:

Service Request Escalation Procedure -



1. Support Request is received – phone call to help desk or email to help@a3communications.com or A3 customer portal (<https://connect.a3communications.com/support>);
2. Trouble Ticket is created;
3. Issue is identified and documented in ConnectWise (CW) ticketing system;
4. Issue is qualified to determine if it can be resolved through Tier One Support;

If issue can be resolved through Tier One Support:

1. Level One Resolution – issue is worked to successful resolution;
2. Quality Control – issue is verified as resolved to Client’s satisfaction;
3. Trouble Ticket is closed, after complete problem resolution details have been updated in CW system;

If issue cannot be resolved through Tier One Support:

1. Issue is escalated to Tier Two Support;
2. Issue is qualified to determine if it can be resolved by Tier Two Support;

If issue can be resolved through Tier Two Support:

1. Level Two Resolution – issue is worked to successful resolution;
2. Quality Control – issue is verified to be resolved to Client’s satisfaction;
3. Trouble Ticket is closed, after complete problem resolution details have been updated in CW system;

If issue cannot be resolved through Tier Two Support:

1. Issue is escalated to On-site Support;
2. Issue is qualified to determine if it can be resolved through On-site Support;

If issue can be resolved through On-site Support:

1. On-site Resolution – issue is worked to successful resolution;
2. Quality Control – issue is verified to be resolved to Client’s satisfaction;
3. Trouble Ticket is closed, after complete problem resolution details have been updated in CW system;

If issue cannot be resolved through On-site Support:

1. VP of Infrastructure and/or VP of Physical Security– request is updated with complete details of all activity performed;
2. VP of Infrastructure and/or VP of Physical Security allocates additional on-site resources, including himself;
3. On-site Resolution – issue is worked to successful resolution;
4. Trouble Ticket is closed, after complete problem resolution details have been updated in CW system.

9.9.6. How do you assess customer satisfaction?

A3 Communications assesses customer satisfaction in a number of ways. Our operations team requires Project Managers to maintain contact with the customer throughout a project on a strict communication schedule. Upon completion of a project, a final review is conducted with the customer whom ultimately signs off on the project on an A3 sign-off form. During this sign-off process, the customer is asked questions regarding their satisfaction level with all aspects of the project. All deficiencies and customer concerns are addressed prior to sign-off.

In addition, many of our customers are under annual service and maintenance agreements. As part of these agreements there are scheduled business review meetings wherein A3 present reports concerning the previous term, offers recommendations and most importantly received customer feedback as to our performance. Our processes and approach are adjusted continually based on this feedback.

A3 Communications also conducts survey campaigns to gauge customer satisfaction levels and digest suggestions and comments.

Throughout all stages of engagement, our Account Managers are in regular contact with the customer and seeking feedback on project status and customer experience.

At A3 Communications, customer satisfaction measures the gap between our customer's expectations and his or her perception of whether those expectations have been met. We regularly gauge our customers' expectations through varying mediums, including: surveys, follow-up phone calls and close-out project meetings. The six metrics we use are:

Metrics	TY Goal
1) Customer Expectations vs. Perception	90%
2) Likelihood to Recommend to Colleagues/Associates	90%
3) Customer Experience vs. Ideal Experience	90%
4) Overall Satisfaction	90%
5) Affective and Cognitive Satisfaction	90%
6) Repeat Purchase Intention	90%

Below, you can find how these metrics are specifically defined:

1. Customer Expectations vs. Perception

Question to Customer: Does our service live up to your expectations?

Notes: Respondents are asked to agree or disagree with each coordinating statement using a five-point scale, where a one indicates "strongly disagree" and a five indicates "strongly agree."

2. Likelihood to Recommend to Colleagues/Associates

Question to Customer: How likely would you be to recommend our company's service to a colleague/associate?

Notes: This question gives a great representation of how happy our customers are. Research and theory backs up the fact that if our customers are willing to put their reputation on the line to recommend A3 Communications, they also trust us and are satisfied with our service.

3. Customer Experience vs. Ideal Experience

Question to Customer: How does our service compare to your 'ideal' service?

Notes: Used to understand whether our service meets the needs and wants of our customers. This question comes off as passive but gives us extremely good insight into our customers.

4. Overall Satisfaction

Question to Customer: Overall, how satisfied are you with A3 Communications?

Notes: This question reflects the customers 'overall' satisfaction with our service. This is an open-ended question that touches on quality, reliability and customer fulfilment.

5. Affective and Cognitive Satisfaction

Question to Customer: How important are our SLAs (service level agreements) in your decision to select A3 Communications?

Notes: Affect is basically liking or disliking something. It is best measured in context of our service benefits. For example: SLAs, response times, etc. Customer satisfaction is influenced by perceived quality of these benefits. Cognition refers to judgement – was the product useful or not? Did it fit the situation or not? Judgements are often specific to the intended use of the service.

6. Repeat Purchase Intention

Question to Customer: Do you intend to renew your contract when it ends?

Notes: Customer satisfaction can influence customers on whether they will renew their contracts or purchase more products from A3 Communications. By asking our customers directly, we have a good indication on how satisfied they are with us and see whether they will continue doing business with our company.

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

At A3 Communications, our highest priority is the quality of service we provide. We require our team of manufacturer-certified technicians and engineers to attend ongoing proficiency training to maintain the qualifications required to implement the latest technology with the best support. Since 1990, we've been optimizing our Quality Assurance (QA) Program to work with the ever-changing demands of business and technology to deliver our customers long-term advantage solutions.

Our QA Program covers all life-cycle phases of every IT, communications and electrical solution we offer. Many companies can deliver your products; however, we set ourselves apart by offering comprehensive support and excellent customer service after the sale is complete.

A basic principle of A3 Communications' commitment to customer satisfaction is employee ownership, where employees are responsible for the quality of their work. This means QA is the responsibility of all projects teams, particularly managers, who oversee all products and services.

Our Quality Assurance Process - Weekly project assessments by one of our multiple RCDD-qualified Project Managers assures quality installations that meet or exceed industry and BICSI standards. Staff members are empowered to question any workmanship that does not meet industry quality standard.

A sample of checkpoints our weekly project inspections include:

- Neat, orderly and clean work area.
- Is the cable type correct for pathway?
- Cable penetrations properly fire stopped.
- Cable labeling within standards.
- Twist maintained up to the cabling block.
- EMI and RFI sources been considered and avoided.
- All testing properly conducted
- Customer requirements have been addressed.

These are just a few items checked and re-checked throughout the installation process to ensure the highest possible workmanship quality is maintained in each and every A3 project.

Our Safety Assurance - A3 Communications strictly follows all OSHA guidelines. Project team members are required to attend weekly safety meetings where all existing projects are discussed and any and all safety concerns are addressed. Our OSHA-certified lead technician verifies each job site is kept clean and all OSHA and customer safety guidelines are followed. A3 believes a clean work area is a safe work area. A3 Communications stands behind a safety first policy to ensure the well-being of our employees and our customers.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

A3 Communications acknowledges and complies with section 9.10 in full (9.10.1 through 9.10.3). A3 Communications takes no exceptions to the terms and conditions as described.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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

A3 Communications acknowledges and complies.

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

A3 Communications acknowledges and complies. Our responses to the request A-C are below. Please note: Per the requirements indicated in the Request for Proposal document, the following requested financial information has been submitted as a separate attachment and flagged as confidential in NevadaEPro.

A. Dun and Bradstreet Number –618565162

B. Federal Tax Identification Number – 57-1058226

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

1. **Profit and Loss Statements** – submitted as a separate attachment and flagged as confidential in NevadaEPro.
2. **Balance Statements** – submitted as a separate attachment and flagged as confidential in NevadaEPro.

A3 Communications acknowledges and complies with section 9.12 in full (9.12.1 through 9.12.3).

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies. Reference questionnaires have been provided to (3) A3 references for direct submission to the Single Point of Contact.

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

A3 Communications acknowledges and complies.

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

A3 Communications acknowledges and complies. Reference questionnaires have been provided to (3) A3 references for direct submission to the Single Point of Contact via email.

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

A3 Communications acknowledges and complies. Reference questionnaires have been provided to (3) A3 references for direct submission to the Single Point of Contact via email. A3 Communications will not submit business references directly to the Single Point of Contact.

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

A3 Communications acknowledges and complies.

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

A3 Communications acknowledges and complies.

A3 Communications acknowledges and complies with section 9.13 (9.13.1 through 9.13.7). Reference questionnaires have been provided to (3) A3 references for direct submission to the Single Point of Contact.

E. Response to Scope of Work

1. OVERVIEW

1.1. Each Scope of Work category will be evaluated separately by the Evaluation Committee. Committee members will score each category independently. Awards will be made in the best interest of the Lead State and the NASPO ValuePoint cooperative purchasing program.

A3 Communications agree to comply.

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.

A3 Communications agree to comply.

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.

A3 Communications agree to comply.

1.4 UNIVERSAL REQUIREMENTS

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

A3 Communications agree to comply.

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.

A3 Communications agree to comply with all 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.

A3 Communications agree to comply – all services performed as a result of this contract shall be conducted by a State Certified/Licensed Technician.

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

A3 Communications agree to comply – all services performed as a result of this contract shall be 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.

A3 Communications agree to comply – all equipment shall be compatible to best industrial standards and will function as designed after installation.

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

A3 Communications agree to comply – We will 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.

A3 Communications agree to comply – All necessary permits required to perform projects that may come about as a result of this contract shall be 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.

A3 Communications agree to comply – When providing services, A3 will 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).

A3 Communications agree to comply – 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.

A3 Communications agree to comply – A3 will be an authorized reseller of all manufacturers quoted for projects that arise as a result of this contract. These certifications will 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.

A3 Communications agree to comply – A3 will 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.

A3 Communications agree to comply.

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.

A3 Communications agree to comply - All services performed under these contracts will have an executed service agreement, purchase order, or similar between Purchasing Entity and A3 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.

A3 Communications understands and agrees to comply.

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.

A3 Communications understands and agrees to comply – If a Purchasing Entity requests firm-fixed-fee deliverable based pricing for a project, A3 agrees to 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 A3, 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.

A3 Communications understands and agrees to comply.

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

A3 Communications understands and takes no exception this fact.

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.

A3 Communications understands and takes no exception this fact.

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.

A3 Communications understands and agrees to comply – If A3 enters an agreement with a Purchasing Entity under resultant contract, the effective date of such agreement will be 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.

A3 Communications understands and will adhere to the requirements between vendors and agencies, including signing subordinate agreements and receiving approval 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.

A3 Communications understands and will adhere to the requirements to provide separate quotes within 48 hours of request (unless otherwise approved by Purchasing Entity) for each new or replacement installation as required by the Purchasing Entity. A3 Communications also understands 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.

A3 Communications understands and will adhere to the requirements to provide separate quotes within 48 hours of request (unless otherwise approved by Purchasing Entity) for maintenance of new and existing systems as required by the Purchasing Entity. A3 Communications also understands quotes should offer price differences for lease and purchase options.

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.

A3 Communications understands Purchasing Entity may have proprietary equipment and will work to determine maintenance and repair of potential proprietary equipment, as indicated in Attachment B: Scope of Work.

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.

A3 Communications understands and agrees to comply – When working with A3, our clients are assigned a single point of contact to eliminate duplicates, discrepancies and confusion.

1.6. CATEGORIES

A. Category 1: Backflow Prevention System

No Bid.

B. Category 2: Sandpiper Inspections – Fire Hose

No Bid.

C. Category 3: Automatic Fire Pumps

No Bid.

D. Category 4: Fire Sprinkler Systems

No Bid.

E. Category 5: Fire Detection – Fire Alarm Systems

A3 Communications' response is located in the subsection of this proposal titled **"2.5. FIRE DETECTION – FIRE ALARM SYSTEM."**

F. Category 6: Emergency Lighting

No Bid.

G. Category 7: Special Hazard Fire Suppression Systems

No Bid.

H. Category 8: Portable Fire Extinguisher Inspection – Service and Testing

No Bid.

I. Category 9: New Portable Fire Extinguishers

No Bid.

J. Category 10: Kitchen Fire Suppression Commercial Hood System

No Bid.

K. Category 11: Commercial Hood System Cleaning

No Bid.

L. Category 12: Access Control Systems

A3 Communications' response is located in the subsection of this proposal titled "**2.12. ACCESS CONTROL SYSTEMS.**"

M. Category 13: Burglar Alarm Systems

A3 Communications' response is located in the subsection of this proposal titled "**2.13. BURGLAR ALARM SYSTEMS.**"

N. Category 14: Surveillance Services and Equipment

A3 Communications' response is located in the subsection of this proposal titled "**2.14. SURVEILLANCE SERVICES AND EQUIPMENT.**"

O. Category 15: High Security Controls Systems

A3 Communications' response is located in the subsection of this proposal titled "**2.15. HIGH SECURITY CONTROLS SYSTEMS.**"

P. Category 16: Inspections & Monitoring

A3 Communications' response is located in the subsection of this proposal titled "**2.16. INSPECTIONS & MONITORING.**"

2.5. FIRE DETECTION – FIRE ALARM SYSTEMS

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.

A3 Communications understands and complies. A3 is bidding on this category as a Nationwide Service Provider for the entire Scope of Work described in the category 'Fire Detection – Fire Alarm Systems'.

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.

A3 Communications is fully compliant with the requirement to install code compliant fire alarm and detection systems. A3 Communications holds all required state and local licenses to support the design, installation, acceptance, maintenance, and inspection of these systems. We employ multiple NICET level certified designers, project managers, installation technicians, and inspectors. Our fire alarm business leader holds a NICET IV certification in fire alarm system design and deployment, the highest level of certification possible in this discipline. A3 communications holds numerous manufacturer relationships with key life safety partners to assure we are able to provide and install the latest in technology for smoke detection, heat detection, carbon monoxide detection, and flame detection. We are currently evaluating and offering self-testing detectors to improve the system reliability and simplify the semi-annual and annual inspection requirements for fire alarm systems in certain jurisdictions. We are able to design solutions to assure the latest in water flow switching, pull stations, remote annunciators, horns, strobes, speakers, fuses, lamps, and LED's are utilized to assure the the most up-to-date technology is provided for each site. The foundation of all system design begins with assuring we are selecting the

appropriate fire alarm control panel, batteries, and cabling architecture for the project, which our team is uniquely qualified to deliver.

A3 Communications also as subject matter expertise in the design, submission, installation, service, and inspections of Emergency Communication Systems. When we deliver these solutions to Clients we begin by evaluating the site with the customer to determine what emergency communication requirements are needed. We then design the required solution to meet all code requirements and customer requirements for messaging. We will evaluate the customer's current emergency response plan and work with the customer to determine the viability of integrating the emergency communication system into other sub-systems for enhanced functionality. A3 Communications will prepare an estimate to included shop drawings, fire marshal submission, cabling installation, field device installation, head end equipment installation, network connectivity, software loading/upgrading & programming, along with customer training. Emergency Communications Systems are largely replacing larger Fire Alarm Systems in certain jurisdictions, therefore having subject matter expertise in both systems is extremely important.

A3 Communications is also fully capable of designing and installing Emergency Communication Radio Enhancement Systems (ECRES) or Bi-Directional Amplification (BDA) Systems to support the enhancement of life safety communication within any facility. This service would include evaluating the site throughout the construction process, as construction progresses, we would hone in on potentially problematic areas. Our Engineering team will engage with the local Frequency License Holder (FLH) and Frequency Licensing Authority (FLA) to assure we design a solution that distributes and amplifies the correct signals for all required responders within the facility. Leveraging our spectrum analyzer, 800 and 900 MHz test radio, and engineering staff with a General Radio Operators License (GROL) throughout the construction process we periodically test the site to determine if all areas will pass the 800/900 MHz test required by the Authority Having Jurisdiction (AHJ). If any areas fail we are able to design and engineer a UL 2524 listed amplification system to assure the local first responder radios work in the facility. We will install the donor antenna on the roof and deploy the amplification system throughout the facility per the design. We will then support the customer during the ADJ and FLA final inspection, to include properly configuring the fault communications to the required Authority.

2.5.3. Inquire

A. Regarding any changes or modifications of the fire detection and alarm system– A3 Communications acknowledges and complies. Please see below for our comprehensive response to Section 2.5.3.

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– A3 Communications acknowledges and complies. Please see below for our comprehensive response to Section 2.5.3.

C. Regarding the Agencies general storage and stock arrangements for combustibles in relation to fire alarm and suppression systems– A3 Communications acknowledges and complies. Please see below for our comprehensive response to Section 2.5.3.

A3 Communications fully complies with this requirement listed in section 2.5.3 'Inquire' sections A. – C. A3 Communications maintains a staff of trained, certified, licensed technicians and inspectors capable of providing this service in many jurisdictions. Our team of certified sales engineers and designers perform the initial survey to determine the system requirements, any changes to existing systems and facility site conditions with the goal of creating fully-engineered design documents. We will always perform design, installation, service and inspection per the required local Codes and Laws and in compliance with all NFPA requirements the local Authority Having Jurisdiction (AHJ) has mandated or required. A3 Communications utilizes an application-based software to manage all inspections, allowing for bar code assignment and identification and full import of fire alarm device programming. This tool allows our team to assure each and every device is inspected and generates the appropriate jurisdiction required certificate of inspection. Each report generated will also provide any required deficiency and/or repair reports that may be necessary based on the findings of the inspector. These reports are also immediately provided to the Purchasing Entity upon generation, and if required, also delivered to the AHJ pending code requirements.

2.5.4. Inspections

A. Each system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards– A3 Communications acknowledges and complies. Please see below for our comprehensive response to Section 2.5.4.

B. Site conditions and identify any issues that could compromise the performance of mechanical and/or electronic components of the system– A3 Communications acknowledges and complies. Please see below for our comprehensive response to Section 2.5.4.

C. The general condition of the fire alarm panel and related equipment– A3 Communications acknowledges and complies. Please see below for our comprehensive response to Section 2.5.4.

D. Each system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards– A3 Communications acknowledges and complies. Please see below for our comprehensive response to Section 2.5.4.

E. Site conditions and identify any issues that could compromise the performance of mechanical and/or electronic components of the system– A3 Communications acknowledges and complies. Please see below for our comprehensive response to Section 2.5.4.

F. The general condition of the fire alarm panel and related equipment– A3 Communications acknowledges and complies. Please see below for our comprehensive response to Section 2.5.4.

G. Each system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards– A3 Communications acknowledges and complies. Please see below for our comprehensive response to Section 2.5.4.

H. Site conditions and identify any issues that could compromise the performance of mechanical and/or electronic components of the system– A3 Communications acknowledges and complies. Please see below for our comprehensive response to Section 2.5.4.

I. The general condition of the fire alarm panel and related equipment– A3 Communications acknowledges and complies. Please see below for our comprehensive response to Section 2.5.4.

J. Each system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards– A3 Communications acknowledges and complies. Please see below for our comprehensive response to Section 2.5.4.

K. Site conditions and identify any issues that could compromise the performance of mechanical and/or electronic components of the system– A3 Communications acknowledges and complies. Please see below for our comprehensive response to Section 2.5.4.

L. The general condition of the fire alarm panel and related equipment– A3 Communications acknowledges and complies. Please see below for our comprehensive response to Section 2.5.4.

M. Each system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards– A3 Communications acknowledges and complies. Please see below for our comprehensive response to Section 2.5.4.

N. Site conditions and identify any issues that could compromise the performance of mechanical and/or electronic components of the system– A3 Communications acknowledges and complies. Please see below for our comprehensive response to Section 2.5.4.

A3 Communications fully complies with the requirement listed in section 2.5.4 'Inspections' sections A. – N. A3 Communications maintains a staff of trained, certified, licensed technicians and inspectors capable of providing this service in many jurisdictions. We will always perform the inspection per the required local Codes and Laws and in compliance with all NFPA requirements the local Authority Having Jurisdiction (AHJ) has mandated or required. A3 Communications utilizes an application-based software to manage all inspections, allowing for bar code assignment and identification and full import of fire alarm device programming. This tool allows our team to assure each and every device is inspected and generates the appropriate jurisdiction required certificate of inspection. Each report generated will also provide any required deficiency and/or repair reports that may be necessary based on the findings of the inspector. These reports are also immediately provided to the Purchasing Entity upon generation, and if required, also delivered to the AHJ pending code requirements.

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 – A3 Communications acknowledges and complies. Please see below for our comprehensive response to Section 2.5.5.

B. Tag devices as required and perform required record-updates– A3 Communications acknowledges and complies. Please see below for our comprehensive response to Section 2.5.5.

C. Provide a brief written report of the inspection to Purchasing Entity, detailing any deficiencies– A3 Communications acknowledges and complies. Please see below for our comprehensive response to Section 2.5.5.

D. Be sure Purchasing Entity is updated with proper operation of the equipment, as needed– A3 Communications acknowledges and complies. Please see below for our comprehensive response to Section 2.5.5.

A3 Communications fully complies with the requirements listed in section 2.5.5 'Additional Requirements' sections A. – D. A3 Communications maintains a staff of trained, certified, licensed technicians and inspectors capable of providing this service in many jurisdictions. We will always perform the inspection per the required local Codes and Laws and in compliance with all NFPA requirements the local Authority Having Jurisdiction (AHJ) has mandated or required. A3 Communications utilizes an application-based software to manage all inspections, allowing for bar code assignment and identification and full import of fire alarm device programming. This tool allows our team to assure each and every device is inspected and generates the appropriate jurisdiction required certificate of inspection. Each report generated will also provide any required deficiency and/or repair reports that may be necessary based on the findings of the inspector. These reports are also immediately provided to the Purchasing Entity upon generation, and if required, also delivered to the AHJ pending code requirements.

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.

A3 Communications acknowledges and complies. A3 is bidding on this category as a Nationwide Service Provider for the entire Scope of Work described in the category 'Access Control Systems'.

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

A3 Communications fully complies with the requirement to provide services pertaining to all aspects of access control systems, including design and consultation, physical security assessments, installation, service and maintenance, cloud services, system health monitoring, managed services and technology upgrades. As detailed below, this applies to design and installation of new systems, replacement/upgrade of existing systems, removal of existing systems, advanced systems integration and service/repair. To provide the full scope of security services, A3 employs certified and experienced security, electrical, network and structured cabling engineers, supported by a staff of marketing experts, sales and business development professionals and certified field technicians and engineers. Our ability to design and implement a true turnkey solution waives the need to involve outside companies that can complicate our clear lines of communication. This streamlined approach also saves significant time and money, while guaranteeing system compatibility.

From the ground up, A3 Communications is uniquely built to facilitate the successful delivery of all aspects of a facility access control system as well as all of the other physical security and technology systems we offer. Our company is organized in such a way so that every component of the business is oriented toward achieving the mission objectives of successful system delivery. This encompasses a broad spectrum of business operations and personnel that each play a pivotal role in the support of the overall activity of access control design, implementation, service, integration and maintenance as it relates to a contract vehicle such as this. These teams and their respective roles are described below.

SALES, BUSINESS DEVELOPMENT AND MARKETING

With a robust staff of marketing and sales professionals, A3 Communications is able to continue building relationships and generating demand for contract solutions, while still maintaining our growing business operation. Our full-time marketing department, led by Marketing Specialist, Marissa Eason, is solely dedicated to driving sales for the company and proliferating A3 Communications message of solutions based selling and excellent customer experience. The Marketing Department works closely with the Sales and Business Development teams to create and implement effective and creative marketing materials and strategic initiatives. These include market-specific collateral, communication campaigns, trade shows, customer events and survey reporting.

The Business Development team focuses on introducing A3 Communications to potential clients and identifying markets and verticals where A3 is under-represented. The team consists of Business Development Managers that specialize certain verticals such as K-12 (school safety), public entities, commercial and healthcare. Contract vehicles such as NASPO are a critical tool for the Business Development team when engaging with new potential clients.

A3's Sales team consist of Regional Sales Managers, Account Managers, Inside Sales representatives and Proposal Writers. Led by our Vice President of Sales, Darren Nix, the sales team is the primary interface with our clients and focus on assessing the customer's needs and presenting solutions based proposals. As with all of our teams, the Sales team is committed to providing an excellent customer experience throughout all stages of client engagement. A3 employs many sales professionals throughout the country with extensive experience in the state and local government space and extremely familiar with how to best utilize cooperative contracts such as the NASPO Fire and Security Contract.

SALES ENGINEERING

Our Sales Engineers work closely with our sales team to design systems that best fit the needs and budget of our clients. As subject matter experts in the Physical Security field, this role requires continuous education on the latest technologies and clear communications with the Sales, Operations and Service teams, manufacturers, partners, architects, regulating agencies and industry groups such as ASIS, SIA, BICSI, etc. With a consultative role that includes needs assessments, site surveys, system design, document generation and presentation, A3 Communications' Sales Engineers are ultimately responsible for the bill-of-material and labor estimate components of the proposal. At A3 Communications, these individuals use a variety of software tools such as System Surveyor, BlueBeam, Auto-CAD and vendor-specific design applications to deliver state-of-the-art solution designs and interactive tools that develop detailed and in-depth documentation of survey results, floor plans, proposed solution at the device level, including photographs, drawings, hardware schedules, technical data and notes. The Sales Engineers generate reports that are attached to the customer proposals and serves as the foundation of the Scope of Work for review and approval.

OPERATIONS

The A3 Operations team is process-driven group that is responsible for project implementation and successful delivery of the approved scope of work. This team's mission is to deliver successful projects, guarantee system functionality and adherence to all local, state and national codes. The Operations team is primary point of contact with the customer and all other project stakeholders during the implementation phase. Led by our Director of Operations, Michael Taylor; this team consists senior and junior project managers, field supervisors, lead technicians and field technicians. Together they provide new access control systems, replacement or upgrade of systems and removal of systems. Throughout the course of a project, the Project Manager is the primary point of contact and is responsible for the coordination and management of all relevant internal and external resources involved with the project. Additionally, trained technicians and field personnel perform installation of all of the hardware components to include cabling, servers, workstations, control equipment, power supplies, card readers, sensors, electromechanical/magnetic locking hardware, relay devices, gates, turnstiles, intercoms, doors and door hardware and network equipment.

Technical Operations Team:

A3's Technical Operations Teams is a sub department within the Operations group. The Technical Operations Team supports the Operations project deployments teams with advanced system configuration capabilities, internal technical support for field staff, technician training and vetting new technologies. This team also conducts the vast majority customer training sessions for system administrators and operators. The team consists of A3's most capable physical security engineers; all with multiple and advanced certifications in access control, surveillance and IT related concerns. This team also supports the project teams with system commissioning and close-out documentation.

SERVICE

The Service Department at A3 Communications provides post-installation support, service, and maintenance. The Service Department comprises the Services Manager, Chandler Koen, Regional Server Managers, Service Supervisors, Service Technicians as well as a group of Service Coordinators that manage tickets, scheduling and customer resolution. Our business operations system, Connectwise, provides for a robust closed-loop ticketing system with real-time customer notifications as well as a customer web portal where service tickets can be created, tracked and monitored in real-time by the customer. This department is responsible for developing and implementing the service workflows, processes and SLAs described below. In addition to conventional break/fix service, the Service Department also develops maintenance

agreements that include extensive SLA requirements, scheduled preventative maintenance, predictive diagnosis, system health monitoring and in depth performance reporting, as well as our internal and external training programs.

In addition, A3 Communications, has established a Managed Access Control platform wherein we can offer cloud-based access control systems to our customers. Furthermore, we have built an in-house capability to manage these systems end-to-end on the customer's behalf on subscription based model. It is our belief that this model will become a major aspect of the future of access control.

ADMINISTRATION AND SUPPORT

Administrative and Support staff facilitate internal business operations, including the setup of projects, tickets, and agreements within our internal systems, and administrative support. They assist with scheduling, material tracking, inventory management, warranty documentation, fleet maintenance, compliance concerns and reporting.

FINANCE

The Finance team at A3 Communications is responsible for procurement and invoicing as it relates to Physical Security concerns. Furthermore, these individuals maintain A3 Communications as a financially sound and compliant company. Comprising the Chief Financial Officer, senior accountants, purchasing specialists and human resources, they oversee purchasing, invoice contract compliance, auditing, credit facilities, legal compliance and bonding. All of the above described business components are singularly focused on the task of providing our clients the best possible service and technology throughout all phases of the delivery of access control. Our specific delivery models and capabilities for each aspect of access control are detailed below on the individual response points.

B. Installation of new systems

A3 Communications is fully equipped to perform new access control installations of all sizes and types. From pre-sales design to system commissioning, we employ industry standard best practices and methods throughout all project phases through a cadre of seasoned project managers that specialize in the physical security industry. Located throughout the United States, these individuals successfully deploy new access control installations using standardized procedures and methods. This uniform approach ensures that quality consistently exceeds expectations and meets our high standards regardless of the project manager and contract location. We have developed an intensive set of documented processes and workflows that govern project management processes, detailed technical drawings for all access controlled openings, universal schematics and standardized installation practices.

C. Replacement or upgrade of systems

A3 Communications fully complies with the requirement to perform replacement and upgrade of existing systems. During deployment, these projects are approached with the same methods we deploy for the installation of new systems as described above. They are handled by our project management team and employ the same standardized procedures and methods as any other project. From an engineering and design perspective, our Sales Engineering team designs systems that leverage existing infrastructure, while introducing the latest software and functionality to the system. System migrations and upgrades requires intense, collaborative planning for successful implementation. During the planning stage, A3 engineers will conduct a discovery and review process of the existing database and scrub it for duplicates, outdated data and corruptions. Once the database has been scrubbed and formatted, it will be transferred to the new system database via a variety of available tools depending on the size and complexity. If necessary, the two systems will operate in tandem as existing hardware is cut-over, configured and verified one door at a time to the new system. This allows us to minimize, or in many cases avoid, any interruption to building access and system users. In many cases, a dated existing system can be easily converted to a cloud-based system, which eliminates the need for replacement of the on-premise server. All customer converting to a cloud-based access control system are offered the option to subscribe to our Managed Access Control (ACaaS) program.

D. Removal of existing systems

A3 Communications fully complies with this requirement. Removal of the existing system is often a requirement in the replacement and upgrade of existing systems, including methodical removal of equipment, devices and cabling with responsible disposal or recycling. Our experienced team is mindful of the composition of the abandoned equipment to

mitigate negative environmental impact. We also recognize and comply with the strict surplus management policies of our participating entities.

Typically, demo of existing systems are completed in collaboration with upgrades or new system installations. During cutover, our project team will work closely with the participating entity to mitigate the existing system's downtime to eliminate interruptions. At A3, our best practices include maintaining the functionality of the existing system as the new system is being deployed, so it may be necessary to operate both systems in tandem until the new system is fully commissioned.

Additionally, the client may have compliance concerns that require retainage of the access control logs and reports from the existing system for a certain duration. A3 will ensure that this data is retained and accessible for as long as necessary.

E. Integration of various types of systems

A3 Communications fully complies with this requirement. With vast experience in the integration of various peripheral and supporting business systems with access control systems, A3 Communications is a true systems integrator. These advanced integrations improve the usability and effectiveness of an access control system, and typically fall into one of several categories. Customers frequently request integration of the access control database with a human resources or personnel database. The integration function ranges from simple import/export utilities between databases that populate and sync card holder data to much more advanced custom integrations where multiple personnel and business database sources and attributes feed an access control system in real time and trigger automated processes. These database integrations ensure real-time communication and syncing between the various database systems an organization may employ. Staffed with numerous IT professionals that specialize in "non-security" technologies, A3 deploys IT and database experts that regularly assist the security engineering teams with advanced integration and automation ACS and peripheral systems. This in-house expertise encompasses all sectors of technology to allow us to more effectively and efficiently converge disparate systems without third party involvement. Another common requested integration feature is the integration of access control with other physical security, building automation or application systems. This includes video surveillance, intrusion, fire, visitor management, life safety, mass notification, elevator control, parking, gate, intercom, time clock, analytic and building intelligence systems (among others). In these examples, the objective of the integration is to leverage resources and data amongst and between separate systems to maximize the capability of both the access control and the peripheral systems it is connected to. In this scenario, access control functionality and processes can be influenced by sensor and analytic data from a separate system. Conversely, the access control system can feed valuable device and event triggers to the other systems in question. Access rules and information can be shared and used by other relevant systems to create seamless business processes and ensure accurate, unified data.

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

A3 Communications is fully equipped to deliver true turn-key systems, including all physical components of the access control system to include control equipment, servers, workstations, power supplies, door hardware, sensors, intercoms, gates, turnstiles, ADA operators, conduit, cable, connectors, fasteners, consumables and all other parts necessary for the operation of a complete end-to-end solution. In addition to the traditional access control components listed above; A3 Communications can provide a total opening solution in cooperation with our parent company The Cook & Boardman Group. This includes full door assemblies, frames, doors, mechanical hardware, closers, hinges and accessories.

2.12.3. Maintenance and repair (including emergency repairs) of systems

A3 Communications fully complies with this requirement. We prioritize the maintenance, service and support of our clients' systems, focusing on the continuous development of methods to guarantee first-class service. As discussed above, the Services Department provides maintenance and service through our most highly skilled technicians and engineers. These talented individuals are supported by administrative staff and coordinators and are led by the Service Manager. To exceed our clients' expectations, A3 employs industry standard service practices and has heavily invested in an advanced ticketing and tracking system to manage and dispatch service. This software provides real-time data and advanced reporting to ensure rapid response and quick time-to-resolution, while allowing the Purchasing Entity to track the entire lifecycle of a service ticket via our customer web portal. Through the portal, the customer can view ticket status, scheduling, technician

notes and resolutions. Additionally, the customer can interact with the technician and coordinator by adding notes, ticket modifications and inquiries. There are three primary methods of requesting service that generate a ticket that is immediately available to the customer to track in the web portal. These methods are: 1.) create ticket within the customer web portal 2.) send an email to help.a3communications.com which instantly generates a ticket within the system 3.) call our toll free service number at (888) 809-1473, which is staffed 24/7/365.

A3 also provides a variety of paid service/maintenance agreements that provide enhanced response/resolution times, emergency response, scheduled preventative maintenance, extended hardware warranties and continuing end-user education.

A. Respond and acknowledge trouble calls within four (4) hours, including weekends and holidays

A3 Communications fully complies with this requirement to acknowledge and respond via phone and/or email through our ticketing system within (4) hours of receipt of a trouble call. On-site response times may vary due to geographic location and availability. Customers may elect to purchase enhanced support plans with guaranteed on-site response and resolution times. Our service apparatus is a 24/7/365 operation with a rotating battery of on-call technicians and coordinators throughout our service region. The (3) prescribed methods for requesting service described in '1.1.7' are all available and monitored 24/7/365. Predefined response times, ticket prioritizations, and other SLA parameters are entered into the ticketing software to ensure service requests are flagged appropriately, triggering automatic workflows to dispatch the appropriate resources.

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

A3 Communications fully complies with this requirement with the below qualification*. Our service technicians are equipped with vehicles and kits built specifically to support repair, replace, and troubleshooting activities. Additionally, they carry inventory of the primary hardware components of an access control system to facilitate repair in a single visit. To ensure our stock availability, our service fleet inventory is monitored and managed through our inventory software with automatic refresh. If a technician does not have a piece of equipment within their vehicle or local warehouse, A3 will work with one of our multiple warehouses to expedite components for rapid replacement. Please note that certain large or more expensive equipment may not be stored in the truck or physical inventory, but often carry a next-business-day replacement warranty from the manufacturer.

**in the current supply chain environment, available hardware for immediate replacement cannot be guaranteed. A3 Communications goes to great lengths to ensure that product is ordered and replenished in a timely manner. However, several global supply chain and manufacturing challenges that are outside of our control make it impossible to guarantee availability of certain products at any given time.*

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

A3 Communications fully complies with this requirement with the below qualification*. See response to 2.12.3-B above. All reasonable efforts are made to maintain stock of access control hardware, including card readers, controllers, sensors, door hardware, etc. Certain items such as servers and specialty devices are not always practical to stock, but typically carry a next-business day replacement warranty from the manufacturer during the term of the warranty. A3 Communications will facilitate all warranty and non-warranty replacement and repair with the respective manufacturer. At no time shall a defective unit be removed from a customer site prior to being replaced without express consent from the customer. In the event that an exact model match is not readily available, A3 Communications will, with the customer's consent, install a temporary replacement device as a stopgap measure while the replacement unit is ordered.

**in the current supply chain environment, available hardware for immediate replacement cannot be guaranteed. A3 Communications goes to great lengths to ensure that product is ordered and replenished in a timely manner. However, several global supply chain and manufacturing challenges that are outside of our control make it impossible to guarantee availability of certain products at any given time.*

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

A3 Communications fully complies with this requirement.

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

A3 Communications fully complies with this requirement. Our Technical Operations team along with our field technicians are responsible for developing and executing the programming and configuration of access control systems and their supporting peripheral systems. Throughout the process of developing and executing a configuration scheme for a system, A3 remains in communication with the customer and relevant stakeholders to ensure the configuration plan meets their specific functional, connective and cyber security needs. A3 Communications is committed to working with the customer's IT, facilities and security staff to ensure the system design, deployment and service program meet the needs of the customer and comply with all internal and regulatory requirements. As a true systems integrator, A3 is uniquely positioned to address all aspects of technology related to access control and its associated devices and peripheral systems. Our Network and IT divisions allow our Physical Security teams to access in-house expertise on all IT, networking and cyber-security concerns to include advanced switching and routing, virtualization, enterprise storage, high availability, system hardening, cyber-security and disaster recovery.

2.13. BURGLAR ALARM SYSTEMS

A3 Communications is bidding on this category as a Nationwide Service Provider for the entire Scope of Work described in the category 'Burglar Alarm Systems'.

2.13.1. The Burglar Alarm Systems category includes, but is not limited to the following services:

A3 Communications acknowledges and complies. A3 is bidding on this category as a Nationwide Service Provider for the entire Scope of Work described in the category 'Burglar Alarm Systems'.

2.13.2. All aspects of burglar alarm system services

A3 Communications fully complies with the requirement to provide services pertaining to all aspects of Burglar Alarm systems, including design and consultation, physical security assessments, installation, service and maintenance and technology upgrades. As detailed below, this applies to design and installation of new systems, replacement/upgrade of existing systems, removal of existing systems, advanced systems integration and service/repair. To provide the full scope of security services, A3 employs certified and experienced security, electrical, network and structured cabling engineers, supported by a staff of marketing experts, sales and business development professionals and certified field technicians and engineers. Our ability to design and implement a true turnkey solution waives the need to involve outside companies that can complicate our clear lines of communication. This streamlined approach also saves significant time and money, while guaranteeing system compatibility.

From the ground up, A3 Communications is uniquely built to facilitate the successful delivery of all aspects of a burglar alarm system as well as all of the other physical security and technology systems we offer. Our company is organized in such in a way so that every component of the business is oriented toward achieving the mission objectives of successful system delivery. This encompasses a broad spectrum of business operations and personnel that each play a pivotal role in the support of the overall activity of burglar alarm design, implementation, service, integration and maintenance as it relates to a contract vehicle such as this. These teams and their respective roles are described below.

SALES, BUSINESS DEVELOPMENT AND MARKETING

With a robust staff of marketing and sales professionals, A3 Communications is able to continue building relationships and generating demand for contract solutions, while still maintaining our growing business operation. Our full-time marketing department, led by Marketing Specialist, Marissa Eason, is solely dedicated to driving sales for the company and proliferating A3 Communications message of solutions based selling and excellent customer experience. The Marketing

Department works closely with the Sales and Business Development teams to create and implement effective and creative marketing materials and strategic initiatives. These include market-specific collateral, communication campaigns, trade shows, customer events and survey reporting.

The Business Development team focuses on introducing A3 Communications to potential clients and identifying markets and verticals where A3 is under-represented. The team consists of Business Development Managers that specialize certain verticals such as K-12 (school safety), public entities, commercial and healthcare. Contract vehicles such as NASPO are a critical tool for the Business Development team when engaging with new potential clients.

A3's Sales team consist of Regional Sales Managers, Account Managers, Inside Sales representatives and Proposal Writers. Led by our Vice President of Sales, Darren Nix, the sales team is the primary interface with our clients and focus on assessing the customer's needs and presenting solutions based proposals. As with all of our teams, the Sales team is committed to providing an excellent customer experience throughout all stages of client engagement. A3 employs many sales professionals throughout the country with extensive experience in the state and local government space and extremely familiar with how to best utilize cooperative contracts such as the NASPO Fire and Security Contract.

SALES ENGINEERING

Our Sales Engineers work closely with our sales team to design systems that best fit the needs and budget of our clients. As subject matter experts in the Physical Security field, this role requires continuous education on the latest technologies and clear communications with the Sales, Operations and Service teams, manufacturers, partners, architects, regulating agencies and industry groups such as ASIS, SIA, BICSI, etc. With a consultative role that includes needs assessments, site surveys, system design, document generation and presentation, A3 Communications' Sales Engineers are ultimately responsible for the bill-of-material and labor estimate components of the proposal. At A3 Communications, these individuals use a variety of software tools such as System Surveyor, BlueBeam, Auto-CAD and vendor-specific design applications to deliver state-of-the-art solution designs and interactive tools that develop detailed and in-depth documentation of survey results, floor plans, proposed solution at the device level, including photographs, drawings, hardware schedules, technical data and notes. The Sales Engineers generate reports that are attached to the customer proposals and serves as the foundation of the Scope of Work for review and approval.

OPERATIONS

The A3 Operations team is process-driven group that is responsible for project implementation and successful delivery of the approved scope of work. This team's mission is to deliver successful projects, guarantee system functionality and adherence to all local, state and national codes. The Operations team is primary point of contact with the customer and all other project stakeholders during the implementation phase. Led by our Director of Operations, Michael Taylor; this team consists senior and junior project managers, field supervisors, lead technicians and field technicians. Together they provide new burglar alarm systems, replacement or upgrade of systems and removal of systems. Throughout the course of a project, the Project Manager is the primary point of contact and is responsible for the coordination and management of all relevant internal and external resources involved with the project. Additionally, trained technicians and field personnel perform installation of all of the hardware components to include cabling, control panels, communicators, sensors, alarms and all other intrusion detection devices.

Technical Operations Team:

A3's Technical Operations Teams is a sub department within the Operations group. The Technical Operations Team supports the Operations project deployments teams with advanced system configuration capabilities, internal technical support for field staff, technician training and vetting new technologies. This team also conducts the vast majority customer training sessions for system administrators and operators. The team consists of A3's most capable physical security engineers; all with multiple and advanced certifications in access control, surveillance and IT related concerns. This team also supports the project teams with system commissioning and close-out documentation.

SERVICE

The Service Department at A3 Communications provides post-installation support, service, and maintenance. The Service Department comprises the Services Manager, Chandler Koen, Regional Server Managers, Service Supervisors, Service Technicians as well as a group of Service Coordinators that manage tickets, scheduling and customer resolution. Our business operations system, Connectwise, provides for a robust closed-loop ticketing system with real-time customer notifications as well as a customer web portal where service tickets can be created, tracked and monitored in real-time by the customer. This department is responsible for developing and implementing the service workflows, processes and SLAs

described below. In addition to conventional break/fix service, the Service Department also develops maintenance agreements that include extensive SLA requirements, scheduled preventative maintenance, predictive diagnosis, system health monitoring and in depth performance reporting, as well as our internal and external training programs.

ADMINISTRATION AND SUPPORT

Administrative and Support staff facilitate internal business operations, including the setup of projects, tickets, and agreements within our internal systems, and administrative support. They assist with scheduling, material tracking, inventory management, warranty documentation, fleet maintenance, compliance concerns and reporting.

FINANCE

The Finance team at A3 Communications is responsible for procurement and invoicing as it relates to Physical Security concerns. Furthermore, these individuals maintain A3 Communications as a financially sound and compliant company. Comprising the Chief Financial Officer, senior accountants, purchasing specialists and human resources, they oversee purchasing, invoice contract compliance, auditing, credit facilities, legal compliance and bonding. All of the above described business components are singularly focused on the task of providing our clients the best possible service and technology throughout all phases of the delivery of burglar alarm systems. Our specific delivery models and capabilities for each aspect of a burglar alarm system are detailed below on the individual response points.

2.13.3. System Monitoring:

A. Provide a 24-hour (UL) station

A3 Communications fully complies with this requirement. A3 Communications partners with (2) national UL listed central station monitoring companies that provide the monitoring for our intrusion customers.

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

A3 Communications fully complies with this requirement. All intrusion systems are installed with at least (2) forms of communication to the central station which could include telephone land lines, cellular, IP and radio methods.

2.13.4. Installation of new systems

A3 Communications is fully equipped to perform new burglar alarm installations of all sizes and types. From pre-sales design to system commissioning, we employ industry standard best practices and methods throughout all project phases through a cadre of seasoned project managers that specialize in the physical security industry. Located throughout the United States, these individuals successfully deploy new burglar alarm installations using standardized procedures and methods. This uniform approach ensures that quality consistently exceeds expectations and meets our high standards regardless of the project manager and contract location. We have developed an intensive set of documented processes and workflows that govern project management processes, detailed technical drawings for all alarm system components and connectivity, configuration profiles for new panel setup, universal schematics and standardized installation practices.

2.13.5. Replacement or upgrade of systems

A3 Communications fully complies with the requirement to perform replacement and upgrade of existing burglar alarm systems. During deployment, these projects are approached with the same methods we deploy for the installation of new systems as described above. They are handled by our project management team and employ the same standardized procedures and methods as any other project. From an engineering and design perspective, our Sales Engineering team designs systems that leverage existing infrastructure, while introducing the latest software and functionality to the system. System migrations and upgrades requires intense, collaborative planning for successful implementation. During the planning stage, A3 engineers will conduct a discovery and review process of the existing system and determine the most appropriate upgrade path for the customer.

2.13.6. Removal of existing systems

A3 Communications fully complies with this requirement. Removal of the existing system is often a requirement in the replacement and upgrade of existing systems, including methodical removal of equipment, devices and cabling with responsible disposal or recycling. Our experienced team is mindful of the composition of the abandoned equipment to mitigate negative environmental impact. We also recognize and comply with the strict surplus management policies of our participating entities.

Typically, demo of existing systems are completed in collaboration with upgrades or new system installations. During cutover, our project team will work closely with the participating entity to mitigate the existing system's downtime to eliminate interruptions. At A3, our best practices include maintaining the functionality of the existing system as the new system is being deployed, so it may be necessary to operate both systems in tandem until the new system is fully commissioned.

Additionally, the client may have compliance concerns that require retainage of the archived video footage and reports from the existing system for a certain duration. A3 will ensure that this data is retained and accessible for as long as necessary.

2.13.7. Maintenance and repair (including emergency repairs) of systems

A. Respond and acknowledge trouble calls within four (4) hours, including weekends and holidays

A3 Communications fully complies with this requirement to acknowledge and respond via phone and/or email through our ticketing system within (4) hours of receipt of a trouble call. On-site response times may vary due to geographic location and availability. Customers may elect to purchase enhanced support plans with guaranteed on-site response and resolution times. Our service apparatus is a 24/7/365 operation with a rotating battery of on-call technicians and coordinators throughout our service region. The (3) prescribed methods for requesting service described in '1.1.7' are all available and monitored 24/7/365. Predefined response times, ticket prioritizations, and other SLA parameters are entered into the ticketing software to ensure service requests are flagged appropriately, triggering automatic workflows to dispatch the appropriate resources

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

A3 Communications fully complies with this requirement with the below qualification*. Our service technicians are equipped with vehicles and kits built specifically to support repair, replace, and troubleshooting activities. Additionally, they carry inventory of the primary hardware components of an access control system to facilitate repair in a single visit. To ensure our stock availability, our service fleet inventory is monitored and managed through our inventory software with automatic refresh. If a technician does not have a piece of equipment within their vehicle or local warehouse, A3 will work with one of our multiple warehouses to expedite components for rapid replacement. Please note that certain large or more expensive equipment may not be stored in the truck or physical inventory, but often carry a next-business-day replacement warranty from the manufacturer.

**in the current supply chain environment, available hardware for immediate replacement cannot be guaranteed. A3 Communications goes to great lengths to ensure that product is ordered and replenished in a timely manner. However, several global supply chain and manufacturing challenges that are outside of our control make it impossible to guarantee availability of certain products at any given time.*

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

A3 Communications fully complies with this requirement with the below qualification*. Our service technicians are equipped with vehicles and kits built specifically to support repair, replace, and troubleshooting activities. Additionally, they carry inventory of the primary hardware components of a burglar alarm system to facilitate repair in a single visit. To ensure our stock availability, our service fleet inventory is monitored and managed through our inventory software with automatic refresh. If a technician does not have a piece of equipment within their vehicle or local warehouse, A3 will work with one of our multiple warehouses to expedite components for rapid replacement. Please note that certain large or more

expensive equipment may not be stored in the truck or physical inventory, but often carry a next-business-day replacement warranty from the manufacturer.

**in the current supply chain environment, available hardware for immediate replacement cannot be guaranteed. A3 Communications goes to great lengths to ensure that product is ordered and replenished in a timely manner. However, several global supply chain and manufacturing challenges that are outside of our control make it impossible to guarantee availability of certain products at any given time.*

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

A3 Communications fully complies with this requirement.

2.13.8. Integration to existing systems as requested

A3 Communications fully complies with this requirement. With vast experience in the integration of various peripheral and supporting business systems with burglar alarm systems, A3 Communications is a true systems integrator. These advanced integrations improve the usability and effectiveness of a burglar alarm system. This allows for the cross-leveraging of assets between systems that can jointly trigger alarms, events, etc. Other examples of burglar alarm integration are mass notification, intercom, time clock, a variety of analytics and building intelligence systems. A3 employs IT and database experts that regularly assist the security engineering teams with advanced integration and automation with burglar alarm systems and peripheral systems. This in-house expertise encompasses all sectors of technology to allow us to more effectively and efficiently converge disparate systems without third party involvement.

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

A3 Communications is fully equipped to deliver true turn-key systems, including all physical and software components of a burglar alarm system to include alarm panels, sensors, keypads, control equipment, servers, workstations, power supplies, conduit, cable, connectors, fasteners, consumables and all other parts necessary for the operation of a complete end-to-end solution.

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

A3 Communications fully complies with this requirement.

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

A3 Communications fully complies with this requirement. A3 is certified in, and access to, to most of the major burglar alarm equipment manufacturers. This allows us to maintain consistency in systems throughout a campus, multi-site agency and in cases of renovation/expansion where an existing system is in place and requires expansion or modification.

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

A3 Communications fully complies with this requirement. During the installation phase, each project is assigned an engineer from our Technical Operations team. This individual serves as the single point of contact for initial programming and configuration needs. Post-installation, our Service team is the point of contact for on-going programming needs and changes.

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

A3 Communications fully complies with this requirement.

2.14. SURVEILLANCE SERVICES AND EQUIPMENT

2.14.1. The Surveillance Services and Equipment category includes, but is not limited to the following services:

A3 Communications acknowledges and complies. A3 is bidding on this category as a Nationwide Service Provider for the entire Scope of Work described in the category 'Surveillance Services and Equipment'.

2.14.2. All aspects of cloud-based and video surveillance systems, services, and equipment

A3 Communications fully complies with the requirement to provide services pertaining to all aspects of cloud-based and video surveillance systems, services and equipment including design and consultation, physical security assessments, installation, service and maintenance, cloud services, system health monitoring, managed services and technology upgrades. As detailed below, this applies to design and installation of new systems, replacement/upgrade of existing systems, removal of existing systems, advanced systems integration and service/repair. To provide the full scope of security services, A3 employs certified and experienced security, electrical, network and structured cabling engineers, supported by a staff of marketing experts, sales and business development professionals and certified field technicians and engineers. Our ability to design and implement a true turnkey video surveillance solutions negates the need to involve outside companies that can complicate the clear lines of communication. This streamlined approach also saves significant time and money, while guaranteeing system compatibility.

From the ground up, A3 Communications is uniquely built to facilitate the successful delivery of all aspects of a both cloud-based and premise-based video surveillance systems as well as all of the other physical security and technology systems we offer. A3 Communications is certified in, and has access to virtually all of the major lines of cameras, video management system software, servers/storage, virtualization platforms, cloud-based video as-a-service platforms, analytics and ancillary supporting systems. Our company is organized in such in a way so that every component of the business is oriented toward achieving the mission objectives of successful system delivery. This encompasses a broad spectrum of business operations and personnel that each play a pivotal role in the support of the overall activity of video surveillance design, implementation, service, integration and maintenance as it relates to a contract vehicle such as this. These teams and their respective roles are described below.

SALES, BUSINESS DEVELOPMENT AND MARKETING

With a robust staff of marketing and sales professionals, A3 Communications is able to continue building relationships and generating demand for contract solutions, while still maintaining our growing business operation. Our full-time marketing department, led by Marketing Specialist, Marissa Eason, is solely dedicated to driving sales for the company and proliferating A3 Communications message of solutions based selling and excellent customer experience. The Marketing Department works closely with the Sales and Business Development teams to create and implement effective and creative marketing materials and targeted initiatives. These include market-specific collateral, communication campaigns, trade shows, customer events and survey reporting.

The Business Development team focuses on introducing A3 Communications to potential clients and identifying markets and verticals where A3 is under-represented. The team consists of Business Development Managers that specialize certain verticals such as K-12 (school safety), public entities, commercial and healthcare. Contract vehicles such as NASPO are a critical tool for the Business Development team when engaging with new potential clients.

A3's Sales team consist of Regional Sales Managers, Account Managers, Inside Sales representatives and Proposal Writers. Led by our Vice President of Sales, Darren Nix, the sales team is the primary interface with our clients and focus on assessing the customer's needs and presenting solutions based proposals. As with all of our teams, the Sales team is committed to providing an excellent customer experience throughout all stages of client engagement. A3 employs many sales professionals throughout the country with extensive experience in the state and local government space and extremely familiar with how to best utilize cooperative contracts such as the NASPO Fire and Security Contract.

SALES ENGINEERING



Our Sales Engineers work closely with our sales team to design video surveillance systems that best fit the needs and budget of our clients. As subject matter experts in the Physical Security field, this role requires continuous education on the latest technologies and clear communications with the Sales, Operations and Service teams, manufacturers, partners, architects, regulating agencies and industry groups such as ASIS, SIA, BICSI, NFPA, NEC, etc. With a consultative role that includes needs assessments, site surveys, system design, document generation and presentation, A3 Communications' Sales Engineers are ultimately responsible for the bill-of-material and labor estimate components of the proposal. At A3 Communications, these individuals use a variety of software tools such as System Surveyor, BlueBeam, Auto-CAD and vendor-specific design applications to deliver state-of-the-art solution designs and interactive tools that develop detailed and in-depth documentation of survey results, floor plans, proposed solution at the device level, including photographs, drawings, camera schedules, technical data and notes. The Sales Engineers generate reports that are attached to the customer proposals and serves as the foundation of the Scope of Work for review and approval.

OPERATIONS

The A3 Operations team is process-driven group that is responsible for project implementation and successful delivery of the approved scope of work. This team's mission is to deliver successful projects, guarantee system functionality and adherence to all local, state and national codes. The Operations team is primary point of contact with the customer and all other project stakeholders during the implementation phase. Led by our Director of Operations, Michael Taylor; this team consists senior and junior project managers, field supervisors, lead technicians and field technicians. Together they provide new access control systems, replacement or upgrade of systems and removal of systems. Throughout the course of a project, the Project Manager is the primary point of contact and is responsible for the coordination and management of all relevant internal and external resources involved with the project. Additionally, trained technicians and field personnel perform installation of all of the hardware components to include cameras, mounts, cabling, servers, workstations, network equipment, power supplies, and outdoor wireless transmission systems.

Technical Operations Team:

A3's Technical Operations Teams is a sub department within the Operations group. The Technical Operations Team supports the Operations project deployments teams with advanced system configuration capabilities, internal technical support for field staff, technician training and vetting new technologies. This team also conducts the vast majority customer training sessions for system administrators and operators. The team consists of A3's most capable physical security engineers; all with multiple and advanced certifications in video surveillance, access control and IT related concerns. This team also supports the project teams with system commissioning and close-out documentation.

SERVICE

The Service Department at A3 Communications provides post-installation support, service, and maintenance. The Service Department comprises the Services Manager, Chandler Koen, Regional Server Managers, Service Supervisors, Service Technicians as well as a group of Service Coordinators that manage tickets, scheduling and customer resolution. Our business operations system, Connectwise, provides for a robust closed-loop ticketing system with real-time customer notifications as well as a customer web portal where service tickets can be created, tracked and monitored in real-time by the customer. This department is responsible for developing and implementing the service workflows, processes and SLAs described below. In addition to conventional break/fix service, the Service Department also develops maintenance agreements that include extensive SLA requirements, scheduled preventative maintenance, predictive diagnosis, system health monitoring and in depth performance reporting, as well as our internal and external training programs.

In addition, A3 Communications, has established a Managed Services platform wherein we can offer cloud-based video surveillance systems to our customers. Furthermore, we have built an in-house capability to manage these systems end-to-end to include real-time end point health monitoring on the customer's behalf on a subscription based model. It is our belief that this model will become a major aspect of the future of video surveillance.

ADMINISTRATION AND SUPPORT

Administrative and Support staff facilitate internal business operations, including the setup of projects, tickets, and agreements within our internal systems, and administrative support. They assist with scheduling, material tracking, inventory management, warranty documentation, fleet maintenance, compliance concerns and reporting.

FINANCE

The Finance team at A3 Communications is responsible for procurement and invoicing as it relates to Physical Security concerns. Furthermore, these individuals maintain A3 Communications as a financially sound and compliant company.

Comprising the Chief Financial Officer, senior accountants, purchasing specialists and human resources, they oversee purchasing, invoice contract compliance, auditing, credit facilities, legal compliance and bonding. All of the above described business components are singularly focused on the task of providing our clients the best possible service and technology throughout all phases of the delivery of access control. Our specific delivery models and capabilities for each aspect of access control are detailed below on the individual response points.

2.14.3. Installation of new systems

A3 Communications is fully equipped to perform new cloud and premise-based video surveillance installations of all sizes and types. From pre-sales design to system commissioning, we employ industry standard best practices and methods throughout all project phases through a cadre of seasoned project managers that specialize in the physical security industry. Located throughout the United States, these individuals successfully deploy new video surveillance installations using standardized procedures and methods. This uniform approach ensures that quality consistently exceeds expectations and meets our high standards regardless of the project manager and contract location. We have developed an intensive set of documented processes and workflows that govern project management processes, detailed technical drawings for all camera and mounting types, configuration profiles for cameras, VMS's and server/storage appliances, universal schematics and standardized installation practices.

2.14.4. Replacement or upgrade of systems

A3 Communications fully complies with the requirement to perform replacement and upgrade of existing video surveillance systems. During deployment, these projects are approached with the same methods we deploy for the installation of new systems as described above. They are handled by our project management team and employ the same standardized procedures and methods as any other project. From an engineering and design perspective, our Sales Engineering team designs systems that leverage existing infrastructure, while introducing the latest software and functionality to the system. System migrations and upgrades requires intense, collaborative planning for successful implementation. During the planning stage, A3 engineers will conduct a discovery and review process of the existing system and determine the most appropriate upgrade path for the customer. This may include the migration from an existing analog system to an IP based cloud or on-premise system. In some cases it may be prudent to take a phased approach by leveraging existing analog cameras and infrastructure by encoding the signals to IP data using encoders or hybrid server with on-board encoders. This allows a customer to transition to an IP system without having to replace all of their cameras at once. This approach also allows us to minimize, or in many cases avoid, any interruption to video recording and system users. In many cases, a dated existing system can be easily converted to a cloud-based system, which eliminates the need for replacement of the on-premise server. All customers converting to a cloud-based video surveillance system are offered the option to subscribe to our Managed Services (VSaaS) program.

2.14.5. Removal of existing systems

A3 Communications fully complies with this requirement. Removal of the existing system is often a requirement in the replacement and upgrade of existing systems, including methodical removal of equipment, devices and cabling with responsible disposal or recycling. Our experienced team is mindful of the composition of the abandoned equipment to mitigate negative environmental impact. We also recognize and comply with the strict surplus management policies of our participating entities.

Typically, demo of existing systems are completed in collaboration with upgrades or new system installations. During cutover, our project team will work closely with the participating entity to mitigate the existing system's downtime to eliminate interruptions. At A3, our best practices include maintaining the functionality of the existing system as the new system is being deployed, so it may be necessary to operate both systems in tandem until the new system is fully commissioned.

Additionally, the client may have compliance concerns that require retainage of the archived video footage and reports from the existing system for a certain duration. A3 will ensure that this data is retained and accessible for as long as necessary.

2.14.6. Maintenance and repair (including emergency repairs) of systems



A3 Communications fully complies with this requirement. We prioritize the maintenance, service and support of our clients' systems, focusing on the continuous development of methods to guarantee first-class service. As discussed above, the Services Department provides maintenance and service through our most highly skilled technicians and engineers. These talented individuals are supported by administrative staff and coordinators and are led by the Service Manager. To exceed our clients' expectations, A3 employs industry standard service practices and has heavily invested in an advanced ticketing and tracking system to manage and dispatch service. This software provides real-time data and advanced reporting to ensure a rapid response time and quick time-to-resolution, while allowing the Purchasing Entity to track the entire lifecycle of a service ticket via our customer web portal. Through the portal, the customer can view ticket status, scheduling, technician notes and resolutions. Additionally, the customer can interact with the technician and coordinator by adding notes, ticket modifications and inquiries. There are three primary methods of requesting service that generate a ticket that is immediately available to the customer to track in the web portal. These methods are: 1.) create ticket within the customer web portal 2.) send an email to help.a3communications.com which instantly generates a ticket within the system 3.) call our toll free service number at (888) 809-1473, which is staffed 24/7/365.

A3 also provides a variety of paid service/maintenance agreements that provide enhanced response/resolution times, emergency response, scheduled preventative maintenance, extended hardware warranties and continuing end-user education

A. Respond and acknowledge trouble calls within four (4) hours, including weekends and holidays

A3 Communications fully complies with this requirement to acknowledge and respond via phone and/or email through our ticketing system within (4) hours of receipt of a trouble call. On-site response times may vary due to geographic location and availability. Customers may elect to purchase enhanced support plans with guaranteed on-site response and resolution times. Our service apparatus is a 24/7/365 operation with a rotating battery of on-call technicians and coordinators throughout our service region. The (3) prescribed methods for requesting service described in '1.1.7' are all available and monitored 24/7/365. Predefined response times, ticket prioritizations, and other SLA parameters are entered into the ticketing software to ensure service requests are flagged appropriately, triggering automatic workflows to dispatch the appropriate resources.

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

A3 Communications fully complies with this requirement with the below qualification*. Our service technicians are equipped with vehicles and kits built specifically to support repair, replace, and troubleshooting activities. Additionally, they carry inventory of the primary hardware components of an access control system to facilitate repair in a single visit. To ensure our stock availability, our service fleet inventory is monitored and managed through our inventory software with automatic refresh. If a technician does not have a piece of equipment within their vehicle or local warehouse, A3 will work with one of our multiple warehouses to expedite components for rapid replacement. Please note that certain large or more expensive equipment may not be stored in the truck or physical inventory, but often carry a next-business-day replacement warranty from the manufacturer.

**in the current supply chain environment, available hardware for immediate replacement cannot be guaranteed. A3 Communications goes to great lengths to ensure that product is ordered and replenished in a timely manner. However, several global supply chain and manufacturing challenges that are outside of our control make it impossible to guarantee availability of certain products at any given time.*

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

A3 Communications fully complies with this requirement with the below qualification*. See response to 2.12.3-B above. All reasonable efforts are made to maintain stock of video surveillance equipment to include a variety of interior and exterior camera models, encoders, cable, mounts, hard drives, etc. Certain items such as servers and specialty devices are not always practical to stock, but typically carry a next-business day replacement warranty from the manufacturer during the term of the warranty. A3 Communications will facilitate all warranty and non-warranty replacement and repair with the respective manufacturer. At no time shall a defective unit be removed from a customer site prior to being replaced without express consent from the customer. In the event that an exact model match is not readily available, A3 Communications will, with

the customer's consent, install a temporary replacement device as a stopgap measure while the replacement unit is ordered.

**in the current supply chain environment, available hardware for immediate replacement cannot be guaranteed. A3 Communications goes to great lengths to ensure that product is ordered and replenished in a timely manner. However, several global supply chain and manufacturing challenges that are outside of our control make it impossible to guarantee availability of certain products at any given time.*

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

A3 Communications fully complies with this requirement.

2.14.7. Integration to existing systems as requested

A3 Communications fully complies with this requirement. With vast experience in the integration of various peripheral and supporting business systems with video surveillance systems, A3 Communications is a true systems integrator. These advanced integrations improve the usability and effectiveness of a video surveillance system. A basic example of this is the integration with an HR or personnel directory for authentication of system users (such as Active Directory). This type of integration can enable single-sign-on capabilities, automatic deactivation/activation of accounts based on employment status and multi-factor authentication. Another common integration type featured in video surveillance systems is the integration with the access control system and/or intrusion detection systems. This allows for the cross-leveraging of assets between systems that can jointly trigger alarms, events, etc. Other examples of video surveillance integration are mass notification, parking systems, intercom, time clock, a variety of analytics and building intelligence systems. A3 employs IT and database experts that regularly assist the security engineering teams with advanced integration and automation with video surveillance and peripheral systems. This in-house expertise encompasses all sectors of technology to allow us to more effectively and efficiently converge disparate systems without third party involvement.

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

A3 Communications is fully equipped to deliver true turn-key systems, including all physical components of the video surveillance system to include cameras, mounts, encoders, control equipment, servers, workstations, power supplies, conduit, cable, connectors, fasteners, consumables and all other parts necessary for the operation of a complete end-to-end solution.

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

A3 Communications fully complies with this requirement. A3 offers a variety of video storage solutions that are designed to fit the customer's need and are scalable for future expansion. From simple NVRs to multi-petabyte virtualized storage area networks; A3 retains in-house expertise in regards to video connectivity, software and server/storage. This would also include analog-to-digital encoders and hybrid server with on-board encoder cards.

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.

A3 Communications fully complies with this requirement. Every video surveillance solution is designed meticulously for maximum performance and capacity in regards to the customer's needs and/or specifications. Storage capacity and computing needs are calculated based on a variety of factors including total system throughput, camera resolution by model, desired retainage, image rate, image quality, motion sensitivity and event frequency, lighting conditions and desired expansion head room. Based on the results of these calculations, a server/storage design is performed and presented to the customer. In addition, A3 Communications offers options for system fail-over, redundancy and disaster recovery as it pertains to video surveillance.

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

A3 Communications fully complies with this requirement. It is not uncommon for our customers to opt to build and use their own server equipment and/or workstations. In these scenarios, A3 will advise on minimum hardware and operating system specifications for best performance and assist in any way possible to ensure that the proper equipment is specified. More often than not, A3 Communications designs and provides the video surveillance computing equipment based on the calculations and specifications mentioned above. Depending on the size and complexity of the system this could include anything from workstations, simple NVR's, large format servers, virtualized environments, enterprise SAN and NAS, fail-over and backup, and disaster recovery servers. Additionally, we offer our customers the option to engage with A3 in a managed services agreement wherein we fully manage and maintain the video surveillance servers, application, operating systems and hardware.

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

A3 Communications fully complies with this requirement. We offer virtually every major camera line to include Axis, i-Pro, Hanwha, Bosch, Avigilon, Honeywell, Ava, Pelco and others. All of the manufacturers we carry offer a variety of camera types to includes exterior domes and bullets, interior domes and bullets, multi-sensor, Pan-tilt-Zoom, fisheye, small form factor, and covert cameras; all with a variety of resolution, lens sizes, low-light capabilities, and performance options. The Sales team, along with the Sales Engineer, will work with the customer to provide the best fit camera for each particular application and budget.

2.15. HIGH SECURITY CONTROL SYSTEMS

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

A3 Communications acknowledges and complies. A3 is bidding on this category as a Nationwide Service Provider for the entire Scope of Work described in the category 'High Security Control Systems'.

2.15.2. Replacement or upgrade of systems

A3 Communications fully complies with the requirement to provide services pertaining to all aspects of high security control systems, including design and consultation, physical security assessments, installation, service and maintenance. As detailed below, this applies to design and installation of new systems, replacement/upgrade of existing systems, removal of existing systems, advanced systems integration and service/repair. To provide the full scope of security services, A3 employs certified and experienced security, electrical, network and structured cabling engineers, supported by a staff of marketing experts, sales and business development professionals and certified field technicians and engineers. Our ability to design and implement a true turnkey solution waives the need to involve outside companies that can complicate our clear lines of communication. This streamlined approach also saves significant time and money, while guaranteeing system compatibility.

From the ground up, A3 Communications is uniquely built to facilitate the successful delivery of all aspects of a facility high security control systems. Our company is organized in such in a way so that every component of the business is oriented toward achieving the mission objectives of successful system delivery. This encompasses a broad spectrum of business operations and personnel that each play a pivotal role in the support of the overall activity of access control design, implementation, service, integration and maintenance as it relates to a contract vehicle such as this. These teams and their respective roles are described below.

SALES ENGINEERING

Our Sales Engineers work closely with our client management team to design systems that best fit the needs and budget of our clients. We understand the mission critical nature of high security control systems and the sensitivity associated with the facilities they protect, therefore engineering is at the center all solutions. As subject matter experts in the PLC command and control field, this role requires continuous education on the latest technologies and clear communications with the Sales, Operations and Service teams, manufacturers, partners, architects, regulating agencies and industry groups such as ASIS, SIA, BICSI, NICET, etc. With a consultative role that includes needs assessments, site surveys, system design,

document generation and presentation, A3 Communications' Sales Engineers are ultimately responsible for the bill-of-material and labor estimate components of the proposal. At A3 Communications, these individuals use a variety of software tools such as System Surveyor, BlueBeam, Auto-CAD and vendor-specific design applications to deliver state-of-the-art solution designs and interactive tools that develop detailed and in-depth documentation of survey results, floor plans, proposed solution at the device level, including photographs, drawings, hardware schedules, technical data and notes. The Sales Engineers generate reports that are attached to the customer proposals and serves as the foundation of the Scope of Work for review and approval. Our sales engineering team is typically also pivotal in working with clients and end users to develop the custom design for their specific application.

OPERATIONS

The A3 Operations team is process-driven group that is responsible for project implementation and successful delivery of the approved scope of work. This team's mission is to deliver successful projects, guarantee system functionality and adherence to all local, state and national codes. The Operations team is primary point of contact with the customer and all other project stakeholders during the implementation phase. Throughout the course of a project, the Project Manager is the primary point of contact and is responsible for the coordination and management of all relevant internal and external resources involved with the project. Additionally, trained technicians and field personnel perform installation of all of the hardware components to include cabling, servers, workstations, control equipment, power supplies, intercom stations, graphics panels, PLC's, relay devices, gates, turnstiles, and other associated network equipment.

Technical Operations Team:

A3's Technical Operations Teams is a sub department within the Operations group. The Technical Operations Team supports the Operations project deployments teams with advanced system configuration capabilities, internal technical support for field staff, technician training and vetting new technologies. This team also conducts the vast majority customer training sessions for system administrators and operators. The team consists of A3's most capable physical security engineers; all with multiple and advanced certifications in access control, surveillance and IT related concerns. This team also supports the project teams with system commissioning and close-out documentation.

SERVICE

The Service Department at A3 Communications provides post-installation support, service, and maintenance. The Service Department comprises the Services Manager, Regional Server Managers, Service Supervisors, Service Technicians as well as a group of Service Coordinators that manage tickets, scheduling and customer resolution. Our business operations system, provides for a robust closed-loop ticketing system with real-time customer notifications as well as a customer web portal where service tickets can be created, tracked and monitored in real-time by the customer. This department is responsible for developing and implementing the service workflows, processes and SLAs described below. In addition to conventional break/fix service, the Service Department also develops maintenance agreements that include extensive SLA requirements, scheduled preventative maintenance, predictive diagnosis, system health monitoring and in depth performance reporting, as well as our internal and external training programs.

ADMINISTRATION AND SUPPORT

Administrative and Support staff facilitate internal business operations, including the setup of projects, tickets, and agreements within our internal systems, and administrative support. They assist with scheduling, material tracking, inventory management, warranty documentation, fleet maintenance, compliance concerns and reporting.

FINANCE

The Finance team at A3 Communications is responsible for procurement and invoicing as it relates to all installation, support, and service work. Furthermore, these individuals maintain A3 Communications as a financially sound and compliant company. Comprising the Chief Financial Officer, senior accountants, purchasing specialists and human resources, they oversee purchasing, invoice contract compliance, auditing, credit facilities, legal compliance and bonding. All of the above described business components are singularly focused on the task of providing our clients the best possible service and technology throughout all phases of the delivery of PLC's and high security control systems.

New Systems:

A3 Communications is fully equipped to perform the design and installation of new PLC's, HMI's, Critical Communications systems, and other periphery systems associated with High Security Control Systems installations of all sizes and types. From pre-sales design to system commissioning, we employ industry standard best practices and methods throughout all

project phases through a cadre of seasoned project managers that specialize in the physical security industry. Located throughout the United States, these individuals successfully deploy new system installations using standardized procedures and methods. This uniform approach ensures that quality consistently exceeds expectations and meets our high standards regardless of the project manager and contract location. We have developed an intensive set of documented processes and workflows that govern project management processes, detailed technical drawings utilized for not only initial system deployment but long term system maintenance and support.

Replacement and/or Upgrade of Systems:

A3 Communications fully complies with the requirement to perform replacement and upgrades of existing PLC's, HMI's, Critical Communications systems, and other periphery systems associated with High Security Control Systems. We realized that these deployments are often more sensitive to project scheduling, contingencies, and failover due to the nature of the facilities and their occupants. During deployment extra caution is taken to plan for all potential challenges and to communicate extensively with the on-site point of contact. We embrace the partnership required with the onsite point of contact for system replacements and upgrades. This coordination is handled by our project management team and we employ the same standardized procedures and methods as any new installation project.

2.15.3. Testing, training

As previously mentioned above our Technical Operations Team maintains responsibility for all testing and training within A3. This function is critical not only for new system installation but also for the replacement and upgrade of existing systems. When replacing and/or upgrading a thorough testing of all existing components is completed to assure all parties agree to the level of functionality of the system prior to work commencing. Upon completion of the system upgrade, or new system installation, all equipment, programming, and command and control functions are tested with the designated staff members to assure proper functionality. After final testing is complete we then schedule and conduct formal classroom and on the job based training sessions for each shift to assure all operators are comfortable with the new solution.

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

A3 Communications fully complies with this requirement. A3 offers industrial/detention grade Programmable Logic Controllers (PLC's) with both native and manufacturer supported integrations with best-in-class Graphical User Interface (GUI) software (aka SCADA software) applications capable of displaying on both mouse driven and touchscreen HMI's.

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

A3 Communications fully complies with this requirement. A3 offers both analog and IP based institutional communications solutions designed for mission critical applications, both within facility and outdoor campus applications. All systems are designed with reliability in mind assuring that on premise communication is never lost. These communications systems are often integrated with the above-mentioned PLC solutions for display and control via the building HMI's and status change on the GUI/SCADA software.

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

A3 Communications fully complies with this requirement. A3 offers all types of field components associated with monitoring and controlling electronic locking hardware designed for mission critical applications. This hardware is often integrated with the above-mentioned PLC solutions for display and control via the building HMI's and status change on

the GUI/SCADA software. A3 Communications inventories a select quantity of replacement hardware both in our main warehouse and on key service vehicles to assure we are able to repair any component failure as quickly as possible.

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

A3 Communications fully complies with this requirement. A3 offers all types of hardware and associated technical expertise to integrate with 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. A3 is experienced in working with the required trade partners to assure the correct components are installed with the correct monitor-able input, and then wire the component (input or output) to the PLC for associated command and control.

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

A3 Communications fully complies with this requirement. A3 offers all types of Perimeter Intrusion Detection Systems (PIDS), Copper and Fiber Optic Cable based, Radio Frequency based, Micro-Wave base, Radar based, and Artificial Intelligence/Analytics based. A3 is competent and capable of designing, installing, and supporting all of these systems for critical perimeter detection. This hardware is often integrated with the above-mentioned PLC solutions for display and control via the building HMI's and status change on the GUI/SCADA software. A3 Communications inventories a select quantity of replacement hardware both in our main warehouse and on key service vehicles to assure we are able to repair any component failure as quickly as possible.

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

A3 Communications fully complies with this requirement. A3 offers all types of Perimeter Intrusion Detection Systems (PIDS), Copper and Fiber Optic Cable based, Radio Frequency based, Micro-Wave base, Radar based, and Artificial Intelligence/Analytics based. A3 is competent and capable of designing, installing, and supporting all of these systems for critical perimeter detection, we maintain a robust team of trained, manufacturer certified technicians. This hardware is often integrated with the above-mentioned PLC solutions for display and control via the building HMI's and status change on the GUI/SCADA software. A3 Communications inventories a select quantity of replacement hardware both in our main warehouse and on key service vehicles to assure we are able to repair any component failure as quickly as possible.

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

A. Respond and acknowledge trouble calls within four (4) hours, including weekends and holidays

A3 Communications fully complies with this requirement to acknowledge and respond via phone and/or email through our ticketing system within (4) hours of receipt of a trouble call. On-site response times may vary due to geographic location and availability. Customers may elect to purchase enhanced support plans with guaranteed on-site response and resolution times. Our service apparatus is a 24/7/365 operation with a rotating battery of on-call technicians and coordinators throughout our service region. The (3) prescribed methods for requesting service described in '1.1.7' are all available and monitored 24/7/365. Predefined response times, ticket prioritizations, and other SLA parameters are entered into the ticketing software to ensure service requests are flagged appropriately, triggering automatic workflows to dispatch the appropriate resources.

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

A3 Communications fully complies with this for all High Security Control Systems we install, upgrade, maintain, and service. We understand that the ability to repair a mission critical system such as this is critical in the safety of all personnel on site.

We maintain a service stock of all relevant material for all systems we support to assure we can repair as quickly as possible with first call resolution for all work being our primary objective.

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

A3 Communications fully complies with this for all High Security Control Systems we install, upgrade, maintain, and service. We understand that the ability to repair a mission critical system such as this is critical in the safety of all personnel on site. We maintain a service stock of all relevant material for all systems we support to assure we can repair as quickly as possible with first call resolution for all work being our primary objective.

2.16. INSPECTIONS & MONITORING

2.16.1. Vendor must:

A3 Communications acknowledges and complies. Per RFI response #10 dated 1/10/2023 – "...Vendors can submit for less than the full category in Inspections and Monitoring and still be considered for award..." A3 Communications is submitting responses for the following sub-categories: 1.) Fire Alarm/Protective Signaling Systems and 2.) Alarm Monitoring.

A. Guarantee system performance 99% uptime

A3 Communications will provide an inspections report to clearly identify and document the system functionality and performance at the time of the inspection. This contract section is only defined for inspections & monitoring, not maintenance and service. Per this section "Inspections & Monitoring" only it is not possible to "Guarantee system performance 99% uptime", we are only able to document the system functionality, per the national, state, and local code requirements at the time of the inspection.

B. Perform inspections as required by the Purchasing Entity

A3 Communications is submitting a partial submission Per RFI response #10 dated 1/10/2023 – "...Vendors can submit for less than the full category in Inspections and Monitoring and still be considered for award..." A3 Communications complies with this requirement for the sub sections being responded to.

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

A. Pre-engineered systems; and

No bid.

B. Engineered systems

No bid.

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

No bid.

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

No bid.

C. Ensure that systems are constantly operational

No bid.

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

A3 Communications maintains a staff of trained, certified, licensed technicians and inspectors capable of providing this service in many jurisdictions. A3 Communications utilizes an application-based software to manage all inspections, allowing for bar code assignment and identification and full import of fire alarm device programming. This tool allows our team to assure each and every device is inspected and generates the appropriate jurisdiction required certificate of inspection.

B. Inspect fuses, lamps, LEDs, control equipment including all wiring, connections, and insulation; and

A3 Communications fully complies with this requirement of inspection. Inspection of these components and connection will be performed along with the inspection of all fire alarm components per the national, state, and local code requirements at the time of the inspection.

C. Provide the Participating Entities with a test report within 24 hours of completion, unless otherwise agreed upon in writing by both parties

A3 Communications fully complies with the requirement of providing a test report within 24 hours. Utilizing the cloud driven application referenced above, inspection reports are generated, finalized, and emailed to the Client prior to leaving the site, typically within 30 minutes of inspection completion. All A3 Communications inspectors also have a Bluetooth printer in their vehicle for jurisdictions and/or Clients that require a printed copy of the inspection report left on site in the document cabinet. In this instance inspectors are trained to return to their vehicle, print the report, and deliver the report to the required onsite location or personal prior to leaving the site.

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

A3 Communications is fully compliant with this requirement. These inspection requirements are rare, we would initially schedule a meeting with all parties to include the Authority Having Jurisdiction, Fire Marshal, Building Engineer, Owners Representative, and any other relevant Code Official to assure all parties understand the limitations of the site, the process of completing and documenting the quarterly inspections, and the output of the annual inspection based on the aggregation of the quarterly inspections. Upon receiving documented approval of the plan to inspect we will utilize our cloud based application to document and monitor all devices tested throughout the course of the year. Upon completion of the final quarterly inspection we would generate a final inspection report to assure all annual inspection requirements were met.

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.

A3 Communications fully complies with this requirement for Alarm Monitoring. We partner with a 5 Diamond, redundant facility, UL listed central station to support multiple monitoring requirements to include, intrusion detection and burglar alarms, fire alarm systems, UL2050 compliant monitoring, pro-active video monitoring, and emergency telephony and

elevator telephony along with other custom monitoring requirements. A3 Communications is fully capable of connecting and configuring central station monitoring for Plain Old Telephony Service (POTS) along with the ability to provide, install, and configure alternate means communicators to provide communication via Ethernet, Cellular, Radio, and combination devices that support all three. Our Central station services provide manned 24/7 resources to support all client needs. We also provide all clients with a dedicated web page and client facing mobile application for alarm account administration. This service allows all clients to view events, call lists, place the system on test, and many other account management features that simply Client management.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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

A3 Communications acknowledges and complies.

3.1.4. Vendor is responsible for ensuring the following.

A3 Communications acknowledges and complies. Our responses to the requests A-B are below.

A. Vendor must not begin work until clearance has been issued by Purchasing Entity. – A3 Communications acknowledges and complies.

B. Notification and access to facilities must be pre-authorized by Purchasing Entities. – A3 Communications acknowledges and complies.

A3 Communications acknowledges and complies in full with section 3.1 (3.1.1 through 3.1.4).

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies. Our responses to the requests A-B are below.

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. – A3 Communications acknowledges and complies.

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. – A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

3.2.4. Jobsites must be cleaned every day.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

3.2.6. Asbestos

A3 Communications acknowledges and complies. Our responses to the requests A-F are below.

A. Asbestos may be present in facilities and may be encountered in previously inspected buildings. – A3 Communications acknowledges and complies.

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; – A3 Communications acknowledges and complies.

C. The project manager and/or building owner shall assume responsibility for taking material samples for testing; and – A3 Communications acknowledges and complies.

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. – A3 Communications acknowledges and complies.

E. All remediation work must be performed by a contractor specifically licensed and/or certified to perform asbestos remediation. – A3 Communications acknowledges and complies.

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. – A3 Communications acknowledges and complies.

A3 Communications acknowledges and complies in full with section 3.2 (3.2.1 through 3.2.6).

3.3. GENERAL

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

A3 Communications acknowledges and complies.

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

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

A3 Communications acknowledges and complies in full with section 3.3 (3.3.1 through 3.3.5).

3.4. PENALTIES 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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

A3 Communications acknowledges and complies in full with section 3.4 (3.4.1 through 3.4.4).

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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

A3 Communications acknowledges and complies.

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:

A3 Communications acknowledges and complies. Our responses to the requests A-C are below.

A. Declare the vendor to be in breach and terminate the order – A3 Communications acknowledges and complies.

B. Demand a replacement product from the vendor at no additional cost to Participating Entity or – A3 Communications acknowledges and complies.

C. Continue the cure period for an additional time period agreed upon by the Participating Entity and the vendor. – A3 Communications acknowledges and complies.

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

A3 Communications acknowledges and complies.

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

A3 Communications acknowledges and complies.

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

A3 Communications acknowledges and complies.

A3 Communications acknowledges and complies in full with section 3.5 (3.5.1 through 3.5.8).

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

A3 Communications acknowledges and complies.

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

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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:

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

A3 Communications acknowledges and complies in full with section 4.1 (4.1.1 through 4.1.13).

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.

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.

A3 Communications acknowledges and complies.