CON/___________

City Attorney
Kevin Hansen
Rev: 08/14/26

GENERAL SERVICES AGREEMENT
NKCC Fire Alarm Panel

This Agreement is made between the City of Kirkland, Washington (hereinafter the "City") and Convergint (hereinafter the "Contractor").

In consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

I. SERVICES PROVIDED

A. The Contractor agrees to provide all necessary labor to perform the following services for the City as included in Attachment A to this Agreement. This agreement follows the DES state contract #24223 proposal included as Attachment B.

B. The Contractor shall perform all services diligently and completely and in accordance with professional standards of conduct.

II. CONDITIONS/ARRANGEMENTS

A. Contractor will supply all materials, equipment, and skills necessary to provide the services identified above.

B. The Contractor is responsible for the payment of or procurement of all licenses, fees, taxes, bonds, insurance, and the like, which are or may be required of a self-employed entity performing a similar service.

C. The services identified under this Agreement, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.

III. DURATION

Contractor agrees to perform the services under this Agreement for a period of one year, commencing upon acceptance of this Agreement, and with the anticipated start date of August 3, 2026. The City reserves the right to, at City's option, extend the agreement for up to one additional year.

IV. PAYMENT

A. The City of Kirkland shall pay Contractor for completed services rendered under this Agreement, the maximum amount of $100,150.61. The compensation set forth in this paragraph shall constitute the sole compensation of the Contractor for the services under this Agreement.

B. Contractor shall submit an invoice to the Department for services rendered. The invoice must show invoice number, detailed description of work performed, total amount due, and a signature, address, and telephone number of the Contractor. Payment will be made in the normal course of business following receipt of invoice. (Net 45 days.)

V. INDEPENDENT CONTRACTOR

Contractor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Contractor agrees that Contractor is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on Contractor as a result of Contractor's status as an independent contractor. The Contractor is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of Contractor.

VI. ASSIGNMENT

The Contractor shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without written prior consent to the City.

VII. NONDISCRIMINATION

Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

VIII. TERMINATION OF AGREEMENT

The City or the Contractor may terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports or other material prepared by the Contractor pursuant to this Agreement shall be provided to the City. In the event of termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory services rendered prior to the effective date of termination.

IX. HOLD HARMLESS AND INDEMNIFICATION

To the greatest extent allowed by law the Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Agreement and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein, including insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Scope of Insurance**

Contractor shall obtain insurance of the types and coverage as described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop-gap liability, and personal injury and advertising injury, and liability assumed under an insured agreement. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. **Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate limit.

C. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

2. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. **Verification of Coverage**

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.

F. **Public Entity Full Availability of Contractor Limits**

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella Liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

1. **Subcontractors' Insurance.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of

coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

G. **Failure to Maintain Insurance**

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

XI. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. NOTICES/FORMAL COMMUNICATIONS

Written notices, requests, or grievances to the City shall be made to:

Facilities Services, Attention: Lee Ann Skipton, Facilities Manager
Kirkland City Hall, 123 Fifth Avenue, Kirkland, Washington 98033.

XIII. GENERAL ADMINISTRATION AND MANAGEMENT

The Facilities Manager for the City shall review and approve the Contractor's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Contractor, and shall coordinate all communications with the Contractor from the City.

XIV. ENTIRE AGREEMENT/MODIFICATION

This Agreement, together with all attachments or addenda, represents the entire and completely integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto. The terms of this Agreement supersede any conflicting provisions contained in any attachments and addenda.

XV. NON-ENDORSEMENT

As a result of the selection of a consultant to supply services to the City, the consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

XVI. NON-COLLUSION

By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

XVII. WAIVER

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

XVIII. ASSIGNMENT AND SUBCONTRACT

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

XIX. DEBARMENT

Recipient certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

CONTRACTOR:	CITY OF KIRKLAND:
Dylan Hively Dylan Hively (Aug 17, 2026 07:36:44 PDT)	Tracey P. Dunlap
(signature)	Tracey Dunlap, Deputy City Manager
Print Name ______________________	Date: 08/18/2026
Address ______________________	
City, Zip ______________________	
Phone(s) ______________________	
SS#/Tax ID# of Payee: ______________________	

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Convergint
1100 Oakesdale Ave SW
Renton WA 98057
(425) 760-4301
www.convergint.com

FIRE ALARM PROPOSAL

Date: June 22, 2026

Quotation #: LO02907620P

To: Ken Ball

Phone #:

From: Larry O'Neal
larry.oneal@convergint.com
(425) 760-4301

Email:

Project: Kirkland Community Center FA Upgrade

We are pleased to provide this proposal for your consideration. All equipment is warranted for ONE (1) year unless otherwise specified, against all defects in material and workmanship. This quotation is firm for SIXTY (60) days, and the price is based upon a material order date for equipment delivery within THREE (3) months of the acceptance of this proposal. Equipment delivery is subject to current inventory levels and supply chain encumbrances outside of our control. Our terms are net-30 based on monthly progress billings unless specifically negotiated otherwise.

*Quote is subject to future price increases that fall outside this time frame. All efforts will be made to update the quote to current pricing levels once a pending price increase becomes known. However, a new quote must be obtained after the sixty (60) day time period.

PROPOSAL NARRATIVE

This estimate is being provided to upgrade the Fire System at the community center. The original system appears to be an old Simplex system with the main panel in the reception office and a remote annunciator outside at the entrance. Over the years a secondary panel was installed downstairs to act as security and is used to monitor fire as well. This building also has full coverage smoke /heat detection, which was left in place when the sprinkler system was added it appears. Some of the existing wall mount notification devices are mounted at the wrong height and the pull station are in the wrong locations.

Our proposal will be for a completely new installation for this location, and we will blank plate all devices locations that are removed. The new FACP is planned to be installed on the South wall when you enter the front door with the cellular dialer above it and a pull station. Door holders will be added on the doors from the lobby to the “Big Room” hallway. We will make every effort to make wiring not visible as this location is a bit tricky to get around. There are access hatches in the hallway upstairs at the north and by the bathrooms upstairs which will help with concealment. We plan to run a surface conduit up hi in the big rooms to get over by the kitchen and use the west end of the building to get downstairs. Once downstairs the bulk of this installation will be done in wire mold where the ceiling meets a wall. There is a crawl space from the sprinkler room that may give a little bit of access.

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Most of this system installation will be completed before the existing is shut off and demoed. Most of our new devices will not be in the same location as what exists. Smokes and pull stations will be removed and the remote LED annunciator outside will be removed. We do not plan to remove the enclosure in the reception area that houses the Simplex headend. However, we will be able to remove the components and wire that is in it.

Please see attached markups as well which show new devices to be installed and quantity of devices to be removed.

Our plan, which may have a few fluctuations, is as follows:

1. Contract completion
2. Have Cads created.
3. Complete plans, submit and order material.
4. Have EC on site to wire all new device locations prior to removal of old gear.
5. Both teams to site to power up new panel program and pretest.
6. Arrange for final inspection with the city.

The customer will be charged based on current prevailing wage rates during time of install/testing, as dictated by DES State of Washington Contract #24223. Pricing reflects total hours of travel time from Convergint should we be traveling further than the 20 miles one-way that is allotted by DES State of Washington Contract #24223.

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PERFORMANCE MATRIX

The following checklist is intended to describe the major performance items being provided by Convergint for this project. This checklist is not intended to be a comprehensive list of all performance items.

YES	NO	PERFORMANCE ITEM	YES	NO	PERFORMANCE ITEM
☒	☐	Material (listed in the BOM)	☒	☐	Wire
☒	☐	Freight (prepaid)	☒	☐	Installation of Wire
☒	☐	FA Permit and Plan Review Fees	☒	☐	Installation of Conduit, Boxes and Fittings
☒	☐	Sales Tax	☐	☒	Installation of Bridal Rings
☒	☐	Electrical Installation Permit	☒	☐	Mounting/ Termination of Proposed Devices
☒	☐	System Engineering	☐	☒	Terminal Cabinets
☒	☐	Drawings	☐	☒	Installation of Terminal Cabinets
☒	☐	System Programming	☐	☒	Installation of Power Supplies
☒	☐	Testing of all Proposed Devices	☐	☒	Termination of Power Supplies
☒	☐	One Year Warranty on Parts	☐	☒	Specialty Backboxes
☒	☐	One Year Warranty on Labor	☐	☒	Installation of Specialty Backboxes
☒	☐	Owner Training	☒	☐	Control Equipment Enclosures
☒	☐	Record (as-built) Documentation	☒	☐	Installation of Control Equipment Enclosures
☒	☐	O&M Manuals	☒	☐	Termination of Control Equipment Enclosures
☒	☐	System is Code Compliant	☐	☒	Patch and Paint
☒	☐	System is Design-Build	☐	☒	Fire Watch
☒	☐	Work Completed M-F 8 am to 5 pm	☐	☒	Firestopping (excluding existing penetrations)
☐	☒	Correction of Wiring Faults Caused by Others	☐	☒	120VAC Power and Fused Disconnect Switch

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BILL OF MATERIALS

The following bill of materials is intended to describe the scope of work & equipment provided by Convergint for this project by identifying significant device and panel quantities. This bill of material is not intended to be a comprehensive list of all fire alarm system parts, components, or accessories.

Fire Alarm

Line#	Quantity	Part Number	Description
1	FRE PANEL AND ANNUNCIATORS		
2	**1.00**	**3-CAB5B**	**EST4 Only Backbox, Black**
3	**1.00**	**4-CAB8DR**	**Door Assembly, 8 Space, Red, Edwards**
4	**1.00**	**4-CPU**	**Central Processor Module, Edwards-- Fire panel network node count: 1**
5	**1.00**	**4-PPS/M**	**Primary Power Supply**
6	**1.00**	**4-SSDC**	**EST4 Single Signature Driver Controller. Comes with one 4-SDC**
7	**1.00**	**4-LCDLE**	**Display, Main LCD Module for 4-8ANNMT, 4-16ANNMT, 4-24ANNMT and 3-CABxB, Edwards**
8	**1.00**	**4-24L12S**	**Control Display Module, 24 LED/12 Switch, Edwards**
9	**2.00**	**SIGA-CC1S**	**SIGA-CC1 w/Strobe Sync**
10	COMMUNICATOR CELLULAR		
11	1.00		TeleGuard Cellular Dialer.
12	FIELD DEVICES		
13	4.00	SIGA-OSD	Photo Smoke Detector, Optica
14	4.00	SIGA-SB4	Standard Base w/ Trim Skirt
15	2.00	SIGA-CT2	Dual Input Module
16	2.00	SIGA-CR	Control Relay
17	1.00	SIGA-278	Double Action Pull Station
18	1.00	SD-T18	SuperDuct, Air Sample Tube, 18 in.
19	1.00	SIGA-SD	SuperDuct Detector
20	5.00	G4VWF	Wall Strobe MCd, White w/FIRE
21	4.00	GCVWF	Ceiling Strobe MCd, White w/FIRE
22	13.00	G4AVWF	Wall, Temporal H/S MCd, White w/FIRE
23	3.00	GCAVWF	Ceiling Temporal H/S MCd, White w/FIRE
24	1.00	WGAVRN	Genesis WG Series Outdoor Horn/Strobe, Red, No Marking
25	1.00	449	Weatherproof Backbox, Gray
26	2.00	1502-AQN5	Door Holder, 24v, Floor (Double Door)

ELECTRICAL CONTRACTOR SCOPE OF WORK

-Included.

GENERAL CLARIFICATIONS

1. Electronic ACAD files shall be provided to Convergint for use in creating submittal drawings at no additional cost.
2. The proposal is provided following the attached Terms & Conditions. Project-specific Terms & Conditions are subject to mutually agreeable negotiations.

STANDARD EXCLUSIONS

1. Provision or installation of conduit, wire, boxes, fittings, or other electrical installation materials unless listed explicitly under Inclusions or Bill of Materials.
2. Electrical installation and fire alarm permits/fees.
3. Provision and/or installation of combination fire-smoke dampers, smoke dampers, fire dampers, door holders, door hardware, elevator shunt trip, fire sprinkler systems, sprinkler monitoring switches, and/or pre-action systems.
4. Provision or installation of telephone lines for monitoring the fire alarm system.
5. Monthly fire alarm monitoring fees.

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PROJECT INVESTMENT

CONVERGINT BASE FIRE ALARM:	**$90,716.13**
ESTIMATE ON SALES TAX:	**$9,434.48**
ESTIMATE TOTAL:	**$100,150.61**

The customer will be charged based on current prevailing wage rates during time of install/testing, as dictated by DES State of Washington Contract #24223. Pricing reflects total hours of travel time from Convergint should we be traveling further than the 20 miles one-way that is allotted by DES State of Washington Contract #24223.

ALTERNATES

Thank you for considering our proposal. If you have any questions or would like additional information, please don't hesitate to contact me via phone at (425) 760-4301 or email at larry.oneal@convergint.com. Furthermore, if you would like us to proceed with the scope of work as outlined in this proposal, please sign below, scan and email.

Sincerely,

Larry O'Neal
Fire Alarm & Life Safety

By signing below, I accept this proposal and agree to the Terms and Conditions below.

CUSTOMER NAME ____________________ DATE ____________________

AUTHORIZED SIGNATURE ____________________ PRINTED NAME / TITLE ____________________

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1.0 INTRODUCTION AND DEFINITIONS

Throughout the attached document, including these Terms and Conditions and any attachments (together, the "Agreement"), the term "Convergint" refers to the Convergint affiliate operating in the state or province in which the Deliverables are performed. The term "Customer" refers to the contracting entity identified in the signature block. This Agreement is intended to establish a clear, cooperative foundation between Convergint and Customer. Convergint values transparent communication, mutual respect, and shared responsibility to ensure that each project and service engagement proceeds safely, efficiently, and to the parties' mutual satisfaction.

Important Notice: Products and services provided by Convergint are intended to help reduce risks to security and safety but cannot guarantee security or safety. Customer remains responsible for the overall security and safety of people and premises, and shall comply with all applicable laws, rules, regulations, and usage instructions in its use of the products and services. Convergint provides additional product safety and service information at https://www.convergint.com/terms/ (see "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION"), which Customer acknowledges that it has read and understood.

1.1 "Installation Work" means the installation, configuration, programming, commissioning, or integration activities performed by Convergint under this Agreement and described in the attached document. The Work includes furnishing and installing materials, equipment, and systems, and performing all related labor and documentation necessary to complete the installation.

1.2 "Support Services" means the recurring, periodic, or as-needed maintenance, inspection, testing, support, or repair activities performed by Convergint under this Agreement and described in the Service Agreement. Support Services are intended to sustain, tune, repair, update, patch, or restore systems after installation and may include remote support, scheduled visits, break/fix, and other agreed maintenance tasks.

1.3 "Deliverables" means collectively the Installation Work and the Support Services, together with Convergint's other obligations expressly set forth in this Agreement, but excluding Third Party Products.

1.4 "Third Party Products" means software, hardware, services, or equipment for which Convergint is a distributor/reseller and not the manufacturer or developer ("OEM"). Third Party Products are governed solely by the OEM's applicable end-user license or other terms and conditions ("Third Party Terms"), including those available under "Third Party Terms" at convergint.com/terms. Customer's use of Third Party Products constitutes acceptance of the Third Party Terms, which apply directly between Customer and the OEM and are separate from, and do not merge with or modify, this Agreement. Convergint provides no warranties or guarantees for Third Party Products and is not responsible or liable for any defects, losses, damages, performance, security, compliance, or other issues arising from them.

PART A – INSTALLATION AND TIME AND MATERIALS

A1. **Scope of Work**. Convergint will perform the Installation Work described in the attached document in accordance with the agreed schedule and specifications.

A2. **Customer will perform the following, and delays caused by Customer's failure to perform these responsibilities will entitle Convergint to an equitable adjustment to schedule and pricing**:

a. Provide site access and reasonable working conditions;
b. Approve submittals promptly;
c. Supply required electrical service;
d. Remove obstacles and safety hazards; and
e. Participate in testing and project closeout.

A3. **Invoicing.**

a. **Installation Mobilization Payment**. Unless expressly stated otherwise in this Agreement or in a mutually executed written agreement referenced in this document, fifty percent (50%) of the total Installation Work contract value shall be invoiced upon the Customer's written acceptance of this proposal. Such invoice represents a mobilization payment to cover initial project costs, including but not limited to procurement, scheduling, resource allocation, and project initiation activities. Payment shall be due in accordance with the agreed payment terms set forth in this Agreement.
b. **Progress Invoicing**. Convergint will issue monthly progress invoices for Installation Work completed or a final invoice upon completion.

A4. **Change Orders.** Either party may request changes to the Installation Work by written change order. Adjustments to schedule, cost, or scope will be made equitably. Convergint has no obligation to proceed until the parties mutually agree.

A5. **Termination for Convenience – Installation Work**

Either party may terminate Installation Work for convenience upon thirty (30) days' written notice.

Upon such termination, Customer shall pay Convergint:

1. All unpaid charges for Installation Work performed (whether invoiced or not);
2. All material costs incurred through the termination date;
3. All reasonable non-cancelable obligations (including ordered materials) incurred prior to Convergint's receipt of termination notice; and
4. All pass-through expenses, including restocking fees, without markup unless otherwise stated in this Agreement.

All such charges shall be invoiced as though the Installation Work was completed as of the termination date. Compensation for materials supplied but not installed shall include Convergint's standard sales markup. Convergint shall not recover lost profits on unperformed Installation Work.

PART B –SERVICES AGREEMENT

B1. **Scope and Term** Convergint will provide Support Services beginning on the Start Date and continuing through the Initial Term set forth therein. In the event of a conflict between Part B and Part C, Part B controls for Support Services.

B2. **Acceptance Testing**. If the systems or Third Party Products covered by the Support Services are altered by others, Convergint may require reacceptance testing, remove affected systems from coverage, or terminate this Agreement upon thirty (30) days' notice. Customer is responsible for any additional costs resulting from such alterations.

B3. **Annual Service Fee Invoicing.** Service invoices will be issued monthly, quarterly, or annually, as indicated in the attached document. Unless expressly stated otherwise in this Agreement or in a mutually executed written agreement referenced in this document, the full contract value for the first year of Support Services shall be invoiced upon the Customer's written acceptance of this proposal. Each subsequent contract year shall be invoiced for its full annual value thirty (30) days prior to the applicable renewal date. Payment shall be due in accordance with the agreed payment terms set forth in this Agreement.

B4. **Changes**. Either party may request changes to the Support Services by written change order. Equitable adjustments to schedule, frequency, or pricing will be made as necessary. Convergint has no obligation to proceed until mutually agreed.

B5. **Renewal**. Service Agreements may automatically renew for successive one-year terms at the then-current pricing unless either party gives at least thirty (30) days' written notice prior to expiration of the current term.

B6. **Cancellation.** Customer may terminate a Support Services Agreement for convenience upon thirty (30) days' written notice. Such termination shall be subject to the applicable Early Termination Charge below.

(a) **One-year Agreement**. If the Agreement is one (1) year in duration, all remaining payment obligations for the first-year term shall be accelerated and become immediately due as an agreed early termination charge ("One-Year Early Termination Charge").
(b) **Multi-Year Agreement.** If the Agreement is more than one (1) year in duration, all remaining payment obligations for the then-current contract year shall be accelerated, plus a termination fee equal to fifty percent (50%) of the remaining fees for the balance of the term (the "Multi-Year Early Termination Charge").

Each of the foregoing, as applicable, is an "Early Termination Charge."

The parties agree that the applicable Early Termination Charge constitutes a reasonable estimate of damages and is not a penalty. The applicable Early Termination Charge shall be paid in full within thirty (30) days after the effective date of termination. Customer shall have no right of setoff against any Early Termination Charge. All prepaid fees are non-refundable.

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PART C – GENERAL TERMS (APPLICABLE TO ALL DELIVERABLES)

C1. **Payment Terms**. All invoices are due within thirty (30) days of the invoice date. Late payments accrue interest at 1.5% per month (or the maximum rate permitted by law). Convergint may suspend Support Services and Installation Work without liability for non-payment. If suspension or demobilization occurs due to Customer's non-payment, Customer will reimburse Convergint for all reasonable demobilization and remobilization costs, including labor, travel, equipment, and schedule recovery expense

C2. **Pricing**. Prices are for only those items included in the attached document and exclude unforeseen or unknown conditions. Convergint pricing is based on the then-current price list. Convergint may adjust pricing annually for multi-year Support Services Agreements and multi-year Installation Work, as applicable, based on rate schedules, unit rates, or time-and-materials. Any such adjustment shall apply prospectively upon notice. Fixed-price, lump-sum Installation Work shall not be subject to annual adjustment except by written change order. If a Force Majeure event directly increases Convergint's documented costs of performance, the parties shall execute an equitable change order reflecting the actual, reasonable cost impact.

C3. **Taxes**. Unless expressly stated otherwise in this Agreement or in a mutually executed written agreement referenced in this document, all prices are exclusive of all applicable federal, state, provincial, local, or foreign taxes, including, without limitation, sales, use, excise, value-added, gross receipts, or similar transaction taxes. All such taxes shall be added to the invoice and are the sole responsibility of the Customer. Any tax amounts referenced in this document are estimates provided for informational purposes only and are not binding. The actual taxes assessed will be determined in accordance with applicable laws and regulations in effect at the time of invoicing and will be calculated based on the final contract value and the jurisdiction(s) governing the transaction. The Customer shall pay all taxes as invoiced unless a valid tax exemption certificate is provided in advance of billing.

C4. **Compliance with Law, Safety, and Site Conditions**. Each party will comply with applicable laws and regulations. Convergint will follow Customer's safety program if provided prior to commencing Deliverables.

C5. **Monitoring Services**. These Terms and Conditions apply to Installation and Support Services only. These Terms and Conditions do not apply to Monitoring Services, which are governed exclusively by the Monitoring Services Terms and Conditions available at https://www.convergint.com/terms/. Customer's acceptance of this proposal constitutes acceptance of the Monitoring Services Terms and Conditions.

C6. **Weapons Detection**. If Convergint provides Weapons Detection Systems or Services, such Systems and Services are further governed by the Weapons Detection Addendum available at https://www.convergint.com/terms, which is incorporated herein by reference in its entirety and shall control in the event of a conflict with this Agreement. "Weapons Detection Systems or Services" means any "Systems" and/or "Services" as each are defined in the Weapons Detection Addendum.

C7. **Hazardous Materials**. If hazardous materials or unsafe conditions are discovered that were not caused by Convergint, Convergint may stop working until it determines that it is safe to resume. Customer shall indemnify Convergint for losses resulting from undisclosed hazardous materials or unsafe conditions.

C8. **Insurance.** Convergint will maintain the following minimum coverages during the term of this Agreement: Workers' Compensation: Statutory limits Employer's Liability: $1,000,000 per occurrence/aggregate | Commercial General Liability: $1,000,000 per occurrence / $2,000,000 aggregate | Automobile Liability: $1,000,000 per occurrence/aggregate | Excess/Umbrella Liability: $5,000,000 per occurrence/aggregate.

C9. **Indemnification**. To the fullest extent permitted by law, Convergint shall indemnify, defend, and hold Customer harmless from third-party claims for bodily injury or property damage to the extent caused by Convergint's negligence.

C10. **Special Offerings**. If Deliverables include intrusion detection, detection of specific threats to people or property (including gunshot, shooter, or explosives detection), drones, robotics, mass notification, or ballistics or explosives protection ("Special Offerings"), then to the fullest extent allowed by law, Convergint's indemnification, defense, and hold harmless obligations do not apply to the Special Offerings, and Customer shall notwithstanding anything else in this Agreement (including any limitations, exclusions, or caps on liability or damages of any kind) fully indemnify, defend, and hold Convergint harmless from and against all third party claims, demands, allegations, liabilities, damages, or costs (including reasonable attorneys' fees) arising from or related to Special Offerings except to the extent of Convergint's gross negligence integrating the Third Party Products.

C11. **Limitation of Liability**. EXCEPT AS EXPRESSLY STATED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING LOSS OF USE OR PROFIT. TO THE FULLEST EXTENT ALLOWED BY LAW, THE AGGREGATE LIABILITY OF CONVERGINT ARISING FROM OR RELATED TO THE DELIVERABLES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THESE LIMITS APPLY REGARDLESS OF THE THEORY OF LIABILITY. THESE LIMITATIONS SURVIVE AND APPLY EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

C12. **Warranty**. Warranties for Convergint's Deliverables are described in the Limited Warranty for Products and Services available at https://www.convergint.com/terms/, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

C13. **Personal Data and Security**. Convergint's responsibilities for privacy and information security exclude Third Party Products, except to the extent of information processing performed directly by its personnel or subcontractors. Processing by third-party manufacturers or OEMs is governed by Third Party Terms, and OEMs are not Convergint's subcontractors or subprocessors. Customer remains responsible for its data compliance and system security. If required to deliver the requested services, Convergint may access the Customer's information systems. Convergint is not responsible for losses or harm resulting from following the Customer's instructions or from the use of Customer-specified or third-party remote access tools.

C14. **Intellectual Property.** Convergint retains ownership of all intellectual property in its drawings, technical documentation, and related materials ("Documentation"). OEMs retain ownership of all rights in Third Party Products. Customer's use of any Documentation or Third Party Product is limited to the purposes of this Agreement.

C15. **Termination for Cause**. Subject to the terms of this Agreement, either party may terminate this Agreement for material breach after giving written notice and at least thirty (30) days to cure. If the breach is not cured, termination may occur after fifteen (15) days' additional written notice. Convergint may suspend performance during any cure period for Customer's breach without liability.

C16. **Governing Law and Dispute Resolution**. This Agreement is governed by the laws of the state or province where the Deliverables are provided ("Venue"). Any disputes that cannot be resolved through management-level discussions shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, if Venue is in the U.S. or the ADR Institute of Canada, if Venue is in Canada. The prevailing party is entitled to recover reasonable attorney fees and costs. The award of the arbitrator(s) shall be enforceable in any court having jurisdiction.

C17. **Force Majeure**. Neither party shall be liable for delays or failures due to causes beyond reasonable control, including but not limited to natural disasters, labor disputes, tariffs, supply shortages, acts of government, or other events of force majeure. Time for performance shall be extended as reasonably necessary.

C18. **Miscellaneous** This Agreement, together with the attached document and any referenced addenda, represents the entire understanding between Convergint and Customer regarding the Deliverables. It supersedes all prior or contemporaneous discussions, proposals, negotiations, or agreements, whether written or oral, relating to the same subject matter. This Agreement may only be modified in writing signed by both parties. If any provision is held invalid, the remaining provisions remain in effect. Neither party may assign this Agreement without written consent, except that a party may assign to an affiliate or successor without consent. The parties are independent contractors. Notices must be in writing and are effective upon receipt. An Email to legal.notices@convergint.com shall suffice for Convergint. The sections on payment, warranty, indemnity, limitation of liability, and disputes survive termination. The parties require that this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglaise. The parties acknowledge that they have read and understood this Agreement and agree to be bound by its terms.

ATTACHMENT B

STATE OF NEVADA COOPERATIVE CONTRACT

Nevada Contract Number:	99SWC-NV23-16262
Master Agreement Number:	99SWC-NV23-16262
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:	**Convergint Technologies LLC**		
Address:	**One Commerce Drive**		
City, State, Zip Code:	**Schaumburg, Illinois 60173**		
Contact:	~~**Katelyn Wheeler**~~ Vincent Piau		vincent.piau@convergint.com
Phone:	~~**443-433-6845**~~ 301-641-9616	Email	~~**Katelyn.wheeler@convergint.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: Convergint Technologies
Signature:	Signature:
Name: **Gideon K. Davis**	Name: Mike Mathes
Title: **Administrator**	Title: President, Global Growth
Date: 5/5/23	Date: May 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 <u>one</u> year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor’s skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. This warranty shall be in addition to any warranty provided for or required elsewhere in this Master Agreement.

10.3 Breach of Warranty. Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

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

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

XI. Product Title

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

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

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

XII. Indemnification

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

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

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

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

12.2.1.2 specified by the Contractor to work with the Product;

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

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

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

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

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

XIII. Insurance

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

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

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

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

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

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

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

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

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

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

XIV. General Provisions

14.1 Records Administration and Audit

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

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

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

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

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

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

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

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

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

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

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

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

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

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

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

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

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

14.3 Assignment/Subcontracts

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

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

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

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

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

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

14.8 Defaults and Remedies

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

14.8.1.1 Nonperformance of contractual requirements;

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

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

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

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

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

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

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

14.8.3.1 Any remedy provided by law;

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

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

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

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

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

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

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

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

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

14.12 Governing Law and Venue

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

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

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

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

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

VENDOR COST PROPOSAL 99SWC-VQ13596

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	Convergint Technologies LLC
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	Nationwide

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

5.1.	FIRE DETECTION - FIRE ALARM SYSTEMS	Unit	Rate
5.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 256.77
5.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 141.94
5.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 212.92
5.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 212.92
5.1.5.	Repair - Telephone Support	Per Hour	$ -
5.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 256.77
5.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 171.18
5.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 256.77
5.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 256.77
5.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
5.1.11.	Monitoring/Maintenance - Option B	% of system cost	15.00%
5.1.12.	Materials Mark-up	% of contractor cost	40.00%
5.1.13.	Subcontractor Mark-up	% of subcontractor cost	40.00%
5.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
5.2.1.	Administrator - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 90.00
5.2.2.	Engineer - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 174.00
5.2.3.	Project Manager - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 174.00
5.2.4.	Professional Services - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 239.00
5.2.5.	State Certified Specialist - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 212.00
5.2.6.	Security Subject Matter Expert - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 245.00
5.2.7.		Per Hour	$ -
5.2.8.		Per Hour	$ -
5.2.9.		Per Hour	$ -
5.2.10.		Per Hour	$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	Convergint Technologies LLC
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	Nationwide

12. ACCESS CONTROL SYSTEMS (CATEGORY 12)

12.1.	ACCESS CONTROL SYSTEMS	Unit	Rate
12.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 256.77
12.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 141.94
12.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 212.92
12.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 212.92
12.1.5.	Repair - Telephone Support	Per Hour	$ -
12.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 256.77
12.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 171.18
12.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 256.77
12.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 256.77
12.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
12.1.11.	Monitoring/Maintenance - Option B	% of system cost	15.00%
12.1.12.	Materials Mark-up	% of contractor cost	40.00%
12.1.13.	Subcontractor Mark-up	% of subcontractor cost	40.00%
12.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
12.2.1.	Administrator - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 90.00
12.2.2.	Engineer - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 174.00
12.2.3.	Project Manager - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 174.00
12.2.4.	Professional Services - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 239.00
12.2.5.	State Certified Specialist - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 212.00
12.2.6.	Security Subject Matter Expert - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 245.00
12.2.7.		Per Hour	$ -
12.2.8.		Per Hour	$ -
12.2.9.		Per Hour	$ -
12.2.10.		Per Hour	$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	Convergint Technologies LLC
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	Nationwide

13. BURGLAR ALARM SYSTEMS (CATEGORY 13)

13.1.	BURGLAR ALARM SYSTEMS	Unit	Rate
13.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 256.77
13.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 141.94
13.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 212.92
13.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 212.92
13.1.5.	Repair - Telephone Support	Per Hour	$ -
13.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 256.77
13.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 171.18
13.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 256.77
13.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 256.77
13.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
13.1.11.	Monitoring/Maintenance - Option B	% of system cost	15.00%
13.1.12.	Materials Mark-up	% of contractor cost	40.00%
13.1.13.	Subcontractor Mark-up	% of subcontractor cost	40.00%
13.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
13.2.1.	Administrator - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 90.00
13.2.2.	Engineer - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 174.00
13.2.3.	Project Manager - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 174.00
13.2.4.	Professional Services - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 239.00
13.2.5.	State Certified Specialist - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 212.00
13.2.6.	Security Subject Matter Expert - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 245.00
13.2.7.		Per Hour	$ -
13.2.8.		Per Hour	$ -
13.2.9.		Per Hour	$ -
13.2.10.		Per Hour	$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	Convergint Technologies LLC
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	Nationwide

14. SURVEILLANCE SERVICES AND EQUIPMENT (CATEGORY 14)

14.1.	SURVEILLANCE SERVICES AND EQUIPMENT	Unit	Rate
14.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 256.77
14.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 141.94
14.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 212.92
14.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 212.92
14.1.5.	Repair - Telephone Support	Per Hour	$ -
14.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 256.77
14.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 171.18
14.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 256.77
14.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 256.77
14.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
14.1.11.	Monitoring/Maintenance - Option B	% of system cost	15.00%
14.1.12.	Materials Mark-up	% of contractor cost	40.00%
14.1.13.	Subcontractor Mark-up	% of subcontractor cost	40.00%
14.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
14.2.1.	Administrator - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 90.00
14.2.2.	Engineer - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 174.00
14.2.3.	Project Manager - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 174.00
14.2.4.	Professional Services - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 239.00
14.2.5.	State Certified Specialist - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 212.00
14.2.6.	Security Subject Matter Expert - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 245.00
14.2.7.		Per Hour	$ -
14.2.8.		Per Hour	$ -
14.2.9.		Per Hour	$ -
14.2.10.		Per Hour	$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	Convergint Technologies LLC
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	Nationwide

16.	**INSPECTIONS - MONITORING - MAINTENCE (CATEGORY 16)**		
16.1.	ANY ADDITIONAL INSPECTIONS - MONITORING - MAINTENAC	Unit	Rate
16.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 256.77
16.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 141.94
16.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 212.92
16.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 212.92
16.1.5.	Repair - Telephone Support	Per Hour	$ -
16.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 256.77
16.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 171.18
16.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 256.77
16.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 256.77
16.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
16.1.11.	Monitoring/Maintenance - Option B	% of system cost	15.00%
16.1.12.	Materials Mark-up	% of contractor cost	40.00%
16.1.13.	Subcontractor Mark-up	% of subcontractor cost	40.00%
16.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
16.2.1.	Administrator - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 90.00
16.2.2.	Engineer - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 174.00
16.2.3.	Project Manager - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 174.00
16.2.4.	Professional Services - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 239.00
16.2.5.	State Certified Specialist - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 212.00
16.2.6.	Security Subject Matter Expert - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 245.00
16.2.7.		Per Hour	$ -
16.2.8.		Per Hour	$ -
16.2.9.		Per Hour	$ -
16.2.10.		Per Hour	$ -

ATTACHMENT C – RFP 99SWC-S1820
INSURANCE SCHEDULE

INSURANCE SCHEDULE

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

1.1. COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM

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

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

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

1.2. AUTOMOTIVE LIABILITY

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

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

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

1.3. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

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

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

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

1.4. PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS LIABILITY)

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

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

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

1.5. NETWORK SECURITY (CYBER) AND PRIVACY LIABILITY

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

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

INSURANCE SCHEDULE

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

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

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

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

PARTICIPATING ADDENDUM
AMENDED AND RESTATED
NASPO VALUEPOINT

SECURITY AND FIRE PROTECTION SERVICES

Administered by the State of Nevada (hereinafter "Lead State")

COOPERATIVE PURCHASING MASTER AGREEMENT

Master Agreement No: NV23-16262

Convergint Technologies LLC
(hereinafter "Contractor")

and

State of Washington
(hereinafter "Participating State")

WASHINGTON CONTRACT NO.: 24223

This Participating Addendum for the above referenced Cooperative Purchasing Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Convergint Technologies LLC, a Delaware Corporation ("Contractor") and is dated and effective as of July 31, 2023.

R E C I T A L S

A. Pursuant to Legislative authorization codified in RCW 39.26.060, Enterprise Services, on behalf of the State of Washington, is authorized to participate in cooperative purchasing agreements to develop master agreements to procure goods and/or services and to make such competitively solicited and awarded contracts available to Washington state agencies and designated eligible purchasers consistent with terms and conditions set forth by Enterprise Services.

B. Enterprise Services timely provided public notice of the competitive solicitation process conducted by the above-referenced lead state through Washington's Electronic Business Solutions (WEBS) system.

C. The above-referenced Lead State, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful bidder and awarded a Master Agreement to Contractor.

D. Enterprise Services has determined that participating in this Master Agreement is in the best interest of the State of Washington.

E. The purpose of this Participating Addendum is to enable eligible purchasers, as defined herein, to utilize the Master Agreement as conditioned by this Participating Addendum.

F. Enterprise Services and Contractor entered into a Participating Addendum dated October 1, 2023. Such Participating Addendum, however, cited the incorrect NASPO Master Agreement number and required a Participating State contact update. Accordingly, as of June 01, 2026 Enterprise Services and Contractor desires to restate the Participating Addendum and agree that this Restated Participating Addendum supersedes and replaces, in full, the prior Participating Addendum and incorporates all prior amendments and assignments.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **LIMITED SCOPE:** This Participating Addendum covers the following security and fire protection services contract categories led by the State of Nevada for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official:

(a) Category 5: Fire Detection – Fire Alarm Systems
(b) Category 12: Access Control Systems
(c) Category 13: Burglar Alarm Systems
(d) Category 14: Surveillance Services and Equipment
(e) Category 16: Inspections & Monitoring

2. **PARTICIPATION:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities" or "Purchasers"):

(a) WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

(b) WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following specific institutions of higher education in Washington:

- State universities – i.e., University of Washington & Washington State University;
- Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
- Evergreen State College;
- Community colleges; and
- Technical colleges.

(c) CONTRACT USAGE AGREEMENT PARTIES. The Master Agreement also may be utilized by any of the following types of entities that have executed a Contract Usage Agreement (CUA) with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

By placing an order under this Participating Addendum, each Purchasing Entity agrees to be bound by the terms and conditions of this Participating Addendum, including the Master Agreement. Each Purchasing Entity shall be responsible for its compliance with such terms and conditions.

3. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

3.1. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM**: Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at WEBS. Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.

3.2. **WASHINGTON'S STATEWIDE PAYEE DESK**: To be paid for contract sales, Contractors must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: Receiving Payment from the State.

3.3. **CONTRACT SALES REPORTING:** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.

(a) REPORTING. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number.

(b) DATA. Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.

(c) DUE DATES FOR CONTRACT SALES REPORTING. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

Quarter	For Sales Made In Calendar Quarter Ending	Contract Sales Report	
		Due By	Past Due
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

3.4. **Vendor Management Fee**: Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.25 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax) authorized by this Participating Addendum.

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .01250.

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:

- This Washington Contract No.: **24223**
- The NASPO Master Agreement No.: **NV23-16262**
- The year and quarter for which the VMF is being remitted, and
- Contractor's name as set forth in this Contract, if not already included on the face of the check.

(d) Contractor's failure accurately and timely to report total net sales, to submit timely usage reports, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend or terminate this Participating Addendum or exercise any other remedies as provided by law.

(e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.

(f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

3.5. **Contractor Representations and Warranties**: Contractor makes each of the following representations and warranties as of the effective date of this Participating Addendum and at the time any order is placed pursuant to the Participating Addendum. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

(a) Wage Violations. Contractor represents and warrants that, during the term of this

Participating Addendum and the three (3) year period immediately preceding the award of the Master Agreement it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46,

49.48, or 49.52.

(b) CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) EXECUTIVE ORDER 18-03. WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Participation Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

(d) OCIO POLICY & SECURITY COMPLIANCE: Contractor represents and warrants that it shall comply with the Washington Office of the Chief Information Officer (OCIO) statewide information technology policies *141.10 – Securing Information Technology Assets Standards* and *188 - Accessibility*, as applicable, for Purchasing Entity and for Contractor's Product(s) procured by Purchasing Entity. Such policies are located on the OCIO website at https://ocio.wa.gov//policies. Prior to final execution of a Washington State Agency's Order with a Contractor, the Contractor's Product(s), as implemented by the Washington State Agency, may be subject to a security design review performed by Washington Consolidated Technology Services to ensure compliance with *OCIO Policy 141.10 - Securing Information Technology Assets Standards*

(e) GREEN/SUSTAINABLE. Contractor represents and warrants that Contractor shall endeavor to supply and delivery goods in alignment with the State of Washington's green/sustainability strategy which, at a minimum is designed to minimize the use of unnecessary product packaging, reduce the use of toxic chemicals, and offer Purchasers, where practicable, 'green products' that provide equivalent performance. Accordingly, Contractor should review the below list of applicable state policies and standards and use commercially reasonable efforts to meet these requirements when supplying goods and services under this Participating Addendum:

1. **Applicable Policies:**
    a. Hydrofluorocarbons (HFCs)-State agencies are directed to purchase products that contain either (1) no HFCs or (2) HFCs with a relatively low Global Warming Potential (GWP) if HFC-free products are unavailable. This includes foam spray, fire suppression and explosion protection, and aerosols including

both propellants and solvents. (e.g., aerosols, refrigerants, air conditioners, refrigerators and freezers, insulation and other foam-based building materials, adhesives, cleaning solvents, fire-suppressing agents, coatings, inks, etc.).

b. Nonmercury-Added Products

c. Sustainable Electronics for computers, monitors, servers, TVs

2. **Prohibited Materials and Substances:**

    a. Expanded polystyrene (packing peanuts). Washington State Department of Ecology ban started June 1, 2023.

    b. Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) in firefighting agents and equipment. RCW 70A.400 prohibits the sale and use of Class B firefighting foam for flammable liquid fires containing intentionally added perfluoroalkyl and polyfluoroalkyl substances (PFAS), a class of organic chemicals containing at least one fully fluorinated carbon atom that are called "forever chemicals" because of their persistence in the environment. The law also requires suppliers of firefighting personal protective equipment to notify purchasers if it contains PFAS.

3. **Green Standards:**

    a. Sustainable electronics

        i. EPEAT bronze level or higher required for computers, monitors, TVs, OR Energy Star (most Efficient-certified for computer monitors and TVs)

        ii. GreenScreen Certified products for Firefighting foam products. GreenScreen Certified products certified in a tiered rating system by an independent nonprofit organization, Clean Production Action. GreenScreen Certified products promote the use of preferred chemistry by using the globally recognized GreenScreen for Safer Chemicals suite of tools and are free of Per- and Polyfluoroalkyl Substances (PFAS) and thousands of other chemicals of concern. GreenScreen Certified products include firefighting foam, furniture and fabrics, cleaners and degreasers used in manufacturing, and disposable food service ware.

(f) WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

3.6. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION**: Contractor shall comply with applicable law. Prior to making any sales hereunder, if Contractor is not already registered, Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to Purchasers in the State of Washington, if Contractor does not currently do so, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

3.7. **CONTRACTOR'S SALES AUTHORITY; PURCHASE ORDERS; & INVOICES:**

(a) CONTRACTOR'S SALES AUTHORITY. Pursuant to this Participating Addendum, Contractor is authorized to provide only those goods/services set forth in the Master Agreement as conditioned by this Participating Addendum. Contractor shall not represent to any Purchaser hereunder that it has any authority to sell any other materials, supplies, services and/or equipment.

(b) INVOICES. Contractor must provide a properly completed invoice to Purchaser. All invoices are to be delivered to the address indicated in the purchase order. Each invoice must include the:

- Washington Contract Number 24223;
- Lead State Master Agreement Number NV23-16262
- Contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM); and
- Applicable Purchaser's order number.

Invoices must be prominently annotated by the Contractor with all applicable volume discount(s).

3.8 **PREVAILING WAGES.** This Participating Addendum is subject to Washington's Prevailing Wage on Public Works Act (RCW 39.12). Accordingly, for work pursuant to this Participating Addendum, Contractor (including any subcontractors), unless exempt, shall pay all workers employed in the performance of any part of the work in accordance with RCW 39.12 and the rules promulgated by the Washington State Department of Labor and Industries.

(a) WAGE RATES. Contractor, and any subcontractor or other person doing any portion of the work covered by this Participating Addendum, shall not pay any laborer, worker, or mechanic less than the applicable and most current prevailing hourly wage rates and fringe benefits for said worker's classification to all laborers workers or mechanics who perform any work pursuant to any resulting contract, in conformance with the scope or work description of the Industrial Statistician of the Washington State Department of Labor and Industries. Contractor shall have sole responsibility to ascertain the applicable prevailing rate of wage for such classification, as set forth by the State of Washington for the County in which the work is performed. The applicable prevailing wage rates are set forth on the website for the Washington State Department of Labor and Industries. Prevailing wage rates are updated twice a year, on the first business day in February and August, and take effect thirty (30) days after publication.

(b) STATEMENT OF INTENT TO PAY PREVAILING WAGES. Before commencing any work under this Participating Addendum, Contractor (and all subcontractors) shall file with the Washington State Department of Labor and Industries, for approval, a statement, under oath, certifying its Intent to Pay Prevailing Wages.

(c) INVOICES & CONTRACT PAYMENTS. Contractor understands and agrees that each invoice for payment submitted to Enterprise Services shall state that prevailing wages have been paid in accordance with the pre-filed Statement(s) of Intent, as approved. Copies of the Intent to Pay Prevailing Wages shall be posted on the work site with the address and telephone number of the Industrial Statistician of the Washington State Department of Labor and Industries where a complaint or inquiry regarding prevailing wages may be made.

(d) AFFIDAVIT OF WAGES PAID. Upon completion of the work under this Participating Addendum, Contractor (and each subcontractor) shall file with the Washington State Department of Labor and Industries the approved Affidavit of Wages Paid.

(e) LABOR & INDUSTRIES FEES. Contractor shall pay to the Washington State Department of Labor and Industries any applicable fees for the Statement of Intent and/or Affidavit of Wages Paid that are to be submitted to the Washington State Department of Labor and Industries for certification.

(f) PAYROLL RECORDS. Contractor shall retain payroll records pertaining to work performed for this Participating Addendum for three (3) years following expiration or termination of this Participating Addendum and, upon request, provide certified copies of such payroll records to Enterprise Services.

3.8. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

(a) TERMINATION. This Participating Addendum may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Participating Addendum; and (c) as otherwise expressly provided for in this Participating Addendum. This Participating Addendum shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Participating Addendum as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

(b) TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Enterprise Services may suspend or terminate this Participating Addendum and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Participating Addendum or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser will reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser will have no obligation or liability to Contractor.

(c) TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this Participating Addendum; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

(d) PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Participating Addendum, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Master Agreement. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Participating Addendum that is executed prior to expiration of this Participating Addendum allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Master Agreement.

(e) CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Participating Addendum, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods and/or Services sold hereunder and all provisions of the Participating Addendum that, by their nature, would continue beyond the expiration, termination, or cancellation of the Participating Addendum shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Participating Addendum.

3.9. **Performance Metrics**. Contractor, to retain the Participating Addendum, annually must achieve the performance-based metrics specified below. Enterprise Services, on annual basis, no later than 9 months after Participating Addendum execution date, will evaluate Contractor's performance to ensure that Contractor meets the contractual performance requirements. If Enterprise Services determines that Contractor is in compliance with the performance requirements set forth in this Participating Addendum, the Participating Addendum will continue in effect for another year up and until the end of the Participating Addendum term. If, however, Contractor does not satisfy the performance requirements, Enterprise Services will notify Contractor in writing and identify steps to meet the identified performance requirements. If Contractor does not comply with the mitigation requirements set forth in the notification, Enterprise Services reserves the right to cancel the Participating Addendum as set forth in Section 14.6 of the Master Agreement. Contractor may be prohibited from providing goods and services under this Participating Addendum during any corrective action period. In order to satisfactorily pass the annual performance assessment and maintain this Participating Addendum, Contractor must achieve the following performance-based metrics:

Performance Metric	Performance Requirement
Contractor Representations and Warranties:	Maintain 100% compliance with all representations and warranties as listed in Section 3.5 of this Participating Addendum.
Certificate of Insurance (COI):	Provide to Enterprise Services without exception, annual insurance endorsements (COI) as submitted for the NASPO ValuePoint Security and Fire Protection Services Master Agreement.
Vendor Management Fee:	Timely remit to Enterprise Service, with no less than a 75% on time rate over the participating addendum term, the applicable Vendor Management Fee (VMF). *See Section3.4 Vendor Management Fee.* *Note*: Contractor must pay the VMF within thirty (30) days of invoice from Enterprise Services.
Contract Sales Reports:	Timely provide to Enterprise Services, with no less than a 75% on time rate over the Participating Addendum term, the required Contract quarterly sales reports. *See Section 3.3, Contractor Sales Reporting.* *Note*: Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for two (2) or more quarters within the first six (6) quarters of the Participating Addendum term, Contractor will not be eligible for a performance-based extension.

Performance Metric	Performance Requirement
Licenses and Certifications	Contractor must ensure all licenses and certifications are up to date with Washington Department of Labor and Industries. Contractor must hold an annual check-in with Enterprise Services' Primary Contact named below regarding required licenses and certifications through Washington State Labor & Industries and Washington State Patrol (if applicable). This meeting should be held on the effective date of this Participating Addendum, and annually thereafter for the remainder of the Participating Addendum term.
Prevailing Wage	Contractor must ensure to be in compliance with all the Prevailing Wage requirements from Washington State Department of Labor and Industries and in section 3.8 of this Participating Addendum.

For Fire Sprinkler Contractors Only:

Performance Metric	Performance Requirement
Fire Sprinkler WSP Licensing	Contractor must maintain a current and active fire sprinkler certification through Washington State Patrol as evidenced by the Contractor's inclusion on the following list: 08.22-All-Contractors.pdf (wa.gov)
Compliance with SB 5425	Beginning January 1, 2024, Contractor must ensure they follow the applicable fire protection sprinkler system requirements set forth in SB 5425.
WAC 212-80-048	Contractor may not utilize subcontractors to perform fire sprinkler work under this Participating Addendum per WAC 212-80-048.

3.10. NONDISCRIMINATION.

(a) Nondiscrimination Requirement. During the term of this Contract, beginning as of the effective date of this Amendment, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

(c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

4. LEASE AGREEMENTS: Leasing or renting equipment is not allowed throughout the term of the Master Agreement.

5. **<u>PRIMARY CONTACTS</u>:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Participating State

Attn: Leilani Konecny
State of Washington
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 280-3672
Email: Leilani.Konecny@des.wa.gov
CC: DESContractsTeamCypress@des.wa.gov

Contractor

Attn: Vincent Piau
Convergint Technologies, LLC
1 Commerce Dr
Schaumburg, IL 60173
Tel: (301) 641-9616
Email: Vincent.piau@convergint.com

6. **<u>SUBCONTRACTORS</u>:** Except for subcontracts with Contractor's designated subcontractors ("Designated Subcontractors"), Contractor shall not subcontract, assign, or otherwise transfer its obligations under the Master Agreement and this Participating Addendum without Enterprise Services' prior written consent. Violation of this condition shall constitute a material breach establishing grounds for termination of this Participating Addendum.

   (a) SUBCONTRACTOR AUTHORIZATION. Contractor is authorized, without additional Participating State consent, to utilize its Designated Subcontractors to provide sales and service support to Purchasers hereunder; *provided*, however, that such participation shall be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum. Contractor shall maintain a list of such Designated Subcontractors utilized for this Participating Addendum, and, upon request, promptly provide Enterprise Services with such list and any updates.

   (b) CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTORS. Contractor shall be responsible to ensure that all requirements of the Master Agreement (including, but not limited to, insurance requirements, indemnification, Washington state business registration, etc.) flow down to any and all Designated Subcontractors. In no event shall the existence of a subcontract between Contractor and its subcontractor operate to release or reduce Contractor's liability to the Participating State or any Purchaser for any breach of the Master Agreement or this Participating Addendum. As to Participating State and Purchasers hereunder, Contractor shall have full and complete responsibility and liability for any act or omission by Contractor's Designated Subcontractors.

   (c) PURCHASER PAYMENT REGARDING CONTRACTOR'S DESIGNATED SUBCONTRACTORS. Notwithstanding any provision to the contrary, the parties understand and agree that for any contract sales or service provided pursuant to the Master Agreement and this Participating Addendum, Purchaser payment shall be made directly to Contractor as the awarded vendor pursuant to the competitive procurement.

   (d) CONTRACT SALES REPORTING. Notwithstanding any provision to the contrary, Contractor shall report to Enterprise Services total contract sales, delineated by purchaser, made by each individual Designated Subcontractor and also report total contract sales, delineated by purchaser, on a consolidated Contractor 'roll-up' basis. Contractor shall maintain records supporting such reports in accordance with the Master Agreement's records retention requirements.

7. **<u>ORDERS</u>:** Unless the parties to the applicable purchase order agree in writing that another contract or agreement applies to such order, any order placed by a Purchaser for goods/services 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 as conditioned by this Participating Addendum.

8. **<u>GENERAL</u>**:

8.1. INTEGRATED AGREEMENT; MODIFICATION. This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.

8.2. AUTHORITY. Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

8.3. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Participating Addendum or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.

8.4. COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES	CONVERGINT TECHNOLOGIES LLC, A DELAWARE CORPORATION
By: Michellee M. Jemmott	By:
Michellee Jemmott	Vincent Piau
Its: IT Procurement Supervisor	Its: Vice President, Public Sector
Date: 06/15/2026	Date: 6/12/26

VENDOR COST PROPOSAL 99SWC-VQ13596

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	Convergint Technologies LLC
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	Nationwide

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

5.1.	FIRE DETECTION - FIRE ALARM SYSTEMS	Unit	Rate
5.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 256.77
5.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 141.94
5.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 212.92
5.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 212.92
5.1.5.	Repair - Telephone Support	Per Hour	$ -
5.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 256.77
5.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 171.18
5.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 256.77
5.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 256.77
5.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
5.1.11.	Monitoring/Maintenance - Option B	% of system cost	15.00%
5.1.12.	Materials Mark-up	% of contractor cost	40.00%
5.1.13.	Subcontractor Mark-up	% of subcontractor cost	40.00%
5.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
5.2.1.	Administrator - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 90.00
5.2.2.	Engineer - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 174.00
5.2.3.	Project Manager - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 174.00
5.2.4.	Professional Services - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 239.00
5.2.5.	State Certified Specialist - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 212.00
5.2.6.	Security Subject Matter Expert - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 245.00
5.2.7.		Per Hour	$ -
5.2.8.		Per Hour	$ -
5.2.9.		Per Hour	$ -
5.2.10.		Per Hour	$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	Convergint Technologies LLC
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	Nationwide

12. ACCESS CONTROL SYSTEMS (CATEGORY 12)

12.1.	ACCESS CONTROL SYSTEMS	Unit	Rate
12.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 256.77
12.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 141.94
12.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 212.92
12.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 212.92
12.1.5.	Repair - Telephone Support	Per Hour	$ -
12.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 256.77
12.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 171.18
12.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 256.77
12.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 256.77
12.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
12.1.11.	Monitoring/Maintenance - Option B	% of system cost	15.00%
12.1.12.	Materials Mark-up	% of contractor cost	40.00%
12.1.13.	Subcontractor Mark-up	% of subcontractor cost	40.00%
12.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
12.2.1.	Administrator - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 90.00
12.2.2.	Engineer - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 174.00
12.2.3.	Project Manager - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 174.00
12.2.4.	Professional Services - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 239.00
12.2.5.	State Certified Specialist - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 212.00
12.2.6.	Security Subject Matter Expert - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 245.00
12.2.7.		Per Hour	$ -
12.2.8.		Per Hour	$ -
12.2.9.		Per Hour	$ -
12.2.10.		Per Hour	$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	Convergint Technologies LLC
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	Nationwide

13. BURGLAR ALARM SYSTEMS (CATEGORY 13)

13.1.	BURGLAR ALARM SYSTEMS	Unit	Rate
13.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 256.77
13.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 141.94
13.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 212.92
13.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 212.92
13.1.5.	Repair - Telephone Support	Per Hour	$ -
13.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 256.77
13.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 171.18
13.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 256.77
13.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 256.77
13.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
13.1.11.	Monitoring/Maintenance - Option B	% of system cost	15.00%
13.1.12.	Materials Mark-up	% of contractor cost	40.00%
13.1.13.	Subcontractor Mark-up	% of subcontractor cost	40.00%
13.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
13.2.1.	Administrator - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 90.00
13.2.2.	Engineer - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 174.00
13.2.3.	Project Manager - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 174.00
13.2.4.	Professional Services - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 239.00
13.2.5.	State Certified Specialist - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 212.00
13.2.6.	Security Subject Matter Expert - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 245.00
13.2.7.		Per Hour	$ -
13.2.8.		Per Hour	$ -
13.2.9.		Per Hour	$ -
13.2.10.		Per Hour	$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	Convergint Technologies LLC
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	Nationwide

14. SURVEILLANCE SERVICES AND EQUIPMENT (CATEGORY 14)

14.1.	SURVEILLANCE SERVICES AND EQUIPMENT	Unit	Rate
14.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 256.77
14.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 141.94
14.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 212.92
14.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 212.92
14.1.5.	Repair - Telephone Support	Per Hour	$ -
14.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 256.77
14.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 171.18
14.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 256.77
14.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 256.77
14.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
14.1.11.	Monitoring/Maintenance - Option B	% of system cost	15.00%
14.1.12.	Materials Mark-up	% of contractor cost	40.00%
14.1.13.	Subcontractor Mark-up	% of subcontractor cost	40.00%
14.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
14.2.1.	Administrator - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 90.00
14.2.2.	Engineer - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 174.00
14.2.3.	Project Manager - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 174.00
14.2.4.	Professional Services - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 239.00
14.2.5.	State Certified Specialist - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 212.00
14.2.6.	Security Subject Matter Expert - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 245.00
14.2.7.		Per Hour	$ -
14.2.8.		Per Hour	$ -
14.2.9.		Per Hour	$ -
14.2.10.		Per Hour	$ -

99SWC-S1820 COST SCHEDULE

VENDOR NAME:	Convergint Technologies LLC
NATIONWIDE/REGION(S)/STATE(S) PROPOSED:	Nationwide

16.	**INSPECTIONS - MONITORING - MAINTENCE (CATEGORY 16)**		
16.1.	ANY ADDITIONAL INSPECTIONS - MONITORING - MAINTENAC	Unit	Rate
16.1.1.	Maximum Labor Rate (for any title)	Per Hour	$ 256.77
16.1.2.	Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 141.94
16.1.3.	Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 212.92
16.1.4.	Install - Weekend/Holiday Labor Rate	Per Hour	$ 212.92
16.1.5.	Repair - Telephone Support	Per Hour	$ -
16.1.6.	Repair - Maximum Labor Rate (for any title)	Per Hour	$ 256.77
16.1.7.	Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 171.18
16.1.8.	Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	$ 256.77
16.1.9.	Repair - Weekend/Holiday Labor Rate	Per Hour	$ 256.77
16.1.10.	Monitoring/Maintenance - Option A	Per Device/Per Month	$ -
16.1.11.	Monitoring/Maintenance - Option B	% of system cost	15.00%
16.1.12.	Materials Mark-up	% of contractor cost	40.00%
16.1.13.	Subcontractor Mark-up	% of subcontractor cost	40.00%
16.2.	Other Labor Categories (cannot exceed max rate above):	Unit	Rate
16.2.1.	Administrator - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 90.00
16.2.2.	Engineer - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 174.00
16.2.3.	Project Manager - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 174.00
16.2.4.	Professional Services - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 239.00
16.2.5.	State Certified Specialist - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 212.00
16.2.6.	Security Subject Matter Expert - Standard Labor Rate (8a-5p, M-F)	Per Hour	$ 245.00
16.2.7.		Per Hour	$ -
16.2.8.		Per Hour	$ -
16.2.9.		Per Hour	$ -
16.2.10.		Per Hour	$ -

ATTACHMENT C

Addendum No. 1 to General Services Agreement Dated August 3, 2026 ("Agreement") City of Kirkland, Washington ("Customer") and Convergint Technologies LLC ("Convergint") NKCC Fire Alarm Panel

This Addendum No. 1 ("Addendum") is effective as of the June 12, 2026 ("Effective Date") and amends and supplements the Agreement, including any documents incorporated therein. Notwithstanding any terms contained in the Agreement to the contrary, in the event of a conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall supersede and prevail.

1. Washington State DES #24223 is hereby incorporated into this agreement. In the event of a conflict the DES contract shall supersede and prevail.

2. Notwithstanding anything to the contrary, this Agreement may be assigned by either party, without notice or consent, to an affiliate of the party or in connection with a change of control, merger, reorganization, acquisition, sale of a majority of the equity interests of the party, or a sale of a majority of the assets of the party to which this Agreement relates.

3. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPTING FRAUD, GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CONVERGINT EXCEED 100% OF THE FEES IN THIS AGREEMENT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY.

4. Convergint shall maintain the insurance coverage and deductibles/SIRs reflected on its standard certificate of insurance and supporting documentation, which is available upon request. Additional Insured status shall be provided on CG 20 10 12 19 and CG 20 37 12 19 or equivalent forms. The insurance policy limits for any of the coverages required by this Agreement may be procured and maintained in the form of both primary and umbrella liability policies. Convergint shall not be required to produce copies of insurance policies other than certificates of coverage and a copy of the amendatory additional insured endorsement.

5. Notwithstanding anything to the contrary in the Agreement, Convergint's indemnity, defense and hold harmless obligations under the Agreement shall only apply to third-party claims (i) to the extent caused by Convergint's negligence or willful misconduct; or (ii) for intellectual property infringement related to unaltered work product created by Convergint.

6. Payment terms shall be Net Thirty (30) days following the receipt of an undisputed invoice.

7. Notwithstanding anything to the contrary in the Agreement, either party may terminate the Agreement for convenience upon thirty (30) days prior written notice to the other party. In the event of termination for convenience by Customer, Customer shall pay Convergint: 1. All unpaid charges for Installation Work performed (whether invoiced or not); 2. All material costs incurred through the termination date; 3. All reasonable non-cancelable obligations (including ordered materials) incurred prior to Convergint's receipt of termination notice; and 4. All pass-through expenses, including restocking fees, without markup unless otherwise stated in this Agreement. All such charges shall be invoiced as though the Installation Work was completed as of the termination date. Compensation for materials supplied but not installed shall include Convergint's standard sales markup. Convergint shall not recover lost profits on unperformed Installation Work. In all other respects, applicable law shall apply.

The parties have executed this addendum on the Effective Date.

Customer: City of Kirkland, Washington	Convergint Technologies LLC
By: Tracey P. Dunlap	By: Dylan Hively Dylan Hively (Aug 17, 2026 07:36:44 PDT)
Name:	Name:
Title:	Title: