

MA 18P 2106170000000000142  
NEW

**State of Maine**



**Master Agreement**

**Effective Date:** 06/17/21

**Expiration Date:** 07/31/22

**Master Agreement Description:** Security & Fire Protection Services NASPO MA 3407

**Buyer Information**

William Allen 207-624-7871 ext. NULL WJE.Allen@maine.gov

**Issuer Information**

Jessica Norton 207-624-8226 ext. Jessica.h.norton@MAINE.GOV

**Requestor Information**

Cheryl Whittington 207-624-8261 ext. Cheryl.A.Whittington@Maine.gov

**Agreement Reporting Categories**

**Authorized Departments**

ALL

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VS0000024951

**Vendor Name**

Johnson Controls US Holdings LLC

**Alias/DBA**

Johnson Controls Fire Protection

**Vendor Address Information**

5757 N Green Bay Avenue

Milwaukee, WI 53209

US

**Vendor Contact Information**

Melanie LeClair  
2072326501 ext.  
melanie.leclair@jci.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** Johnson Controls US Holdings LLC

**Commodity Line #:** 1

**Commodity Code:** 98138

**Commodity Description:** Fire Protection Systems and Supplies Rental or Lease

**Commodity Specifications:**

**Commodity Extended Description:** Security & Fire Protection Services NASPO MA 3407

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
30		
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00	06/17/21	07/31/22
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.  
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:  
*Jaime C. Schorr* 6/17/2021  
6D6437754DD0459...

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Signature Date

Jaime C. Schorr, Chief Procurement Officer

and

Johnson Controls US Holdings LLC

DocuSigned by:  
*Richard Heikkinen* 7/6/2021  
B13CEFC9D6DC475...

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Signature Date

Richard Heikkinen, Area General Manager

**RIDERS**

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Master Agreement User Information
<input checked="" type="checkbox"/>	Cover Page and Debarment Form
<input checked="" type="checkbox"/>	NASPO Participating Addendum
<input checked="" type="checkbox"/>	NASPO Master Agreement Terms and Conditions
<input checked="" type="checkbox"/>	NASPO Cost Proposal
<input checked="" type="checkbox"/>	NASPO Amendment 1 and 2
<input checked="" type="checkbox"/>	NASPO Technical Proposal

**Master Agreement User Information**  
**MA 21061-142**

**Commodity:** Security & Fire Protection Services

**Master Agreement Competitive Bid RFQ:** NASPO #3407

**Contract Period:** Through July 31, 2022.

**Vendor Contact Person:** The vendor contact person will help consumers place orders, set up services, inquire about orders that have not been delivered, all shipping issues, service issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. The vendor contact person for this MA is:

**Name:** Thomas Staves

**Tel:** 443-676-8813

**Email:** [thomas.staves@jci.com](mailto:thomas.staves@jci.com)


**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**COVER PAGE**

Organization Name: johnson controls		
Chief Executive - Name/Title: Rick Heikkinen, Area General Manager		
Tel: 781-910-2749	Fax: 207-482-2358	E-mail: richard.heikkinen@jci.com
Headquarters Street Address: 30 Thomas Drive		
Headquarters City/State/Zip: westbrook, ME		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Master Agreement - Name/Title: Tom Steves, Program Manager		
Tel: 443-676-8813	Fax: 443-676-8813	E-mail: thomas.staves@jci.com
Street Address: 705 Digital Drive, suites k-R		
City/State/Zip: Linthicum, MD 21090		

By signing below Vendor affirms:

- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the NASPO 3407 proposal;
- That no attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

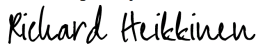
Name: Richard Heikkinen	Title: Area General Manager
Authorized Signature:  B13CEFC9D6DC475...	Date: 7/6/2021

## Debarment, Performance, and Non-Collusion Certification

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

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

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

Name: Richard Heikkinen	Title: Area General Manager
Authorized Signature: <div style="border: 1px solid black; border-radius: 10px; padding: 5px; display: inline-block;"> <small>DocuSigned by:</small>    <small>B13CEFC9D6DC475...</small> </div>	Date: 7/6/2021

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**SECURITY & FIRE PROTECTION SERVICES**

Lead by the State of Nevada

Master Agreement #: 3407

Contractor: **JOHNSON CONTROLS FIRE PROTECTION**

Participating Entity: **STATE OF MAINE**

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

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

**Master Agreement Terms and Conditions:**

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

Contractor

Name:	Tom Staves
Telephone:	443-676-8813
Email:	<a href="mailto:Thomas.Staves@JCI.com">Thomas.Staves@JCI.com</a>



NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**SECURITY & FIRE PROTECTION SERVICES**

Lead by the State of Nevada

Participating Entity

Name:	State of Maine, Department of Administrative & Financial Services William Allen
Address:	SHS 9, Fourth Floor, Cross Office Building, Augusta ME 04333-009
Telephone:	207-627-7871
Fax:	207-287-6578
Email:	<a href="mailto:Wje.allen@maine.gov">Wje.allen@maine.gov</a>

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

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

Participating Entity must check one of the boxes below.

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

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

**5. A. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:

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

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**SECURITY & FIRE PROTECTION SERVICES**

Lead by the State of Nevada

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**B. WARRANTY:** The Contractor warrants the following:

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

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

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

**D. PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

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**PARTICIPATING ADDENDUM**



**SECURITY & FIRE PROTECTION  
SERVICES**

Lead by the State of Nevada

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

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

**G. INSPECTION:** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus

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**PARTICIPATING ADDENDUM**



**SECURITY & FIRE PROTECTION SERVICES**

Lead by the State of Nevada

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applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

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

**I. ALTERATIONS:** The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

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

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

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

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Lead by the State of Nevada

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

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

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

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

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

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

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

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

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

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

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

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**SECURITY & FIRE PROTECTION SERVICES**

Lead by the State of Nevada

- 6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Maine, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor’s dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
  
- 7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

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

Participating Entity: State of Maine	Contractor: Johnson Controls Fire Protection
Signature:   <small>DocuSigned by: 6D6437754DD0459...</small>	Signature:   <small>DocuSigned by: E026EC1139B5439...</small>
Name: Jaime C. Schorr	Name: Thomas Staves
Title: CPO	Title: Program Manager, Cooperative Contracts
Date: 3/16/2020	Date: 3/16/2020

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

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**SECURITY & FIRE PROTECTION  
SERVICES**

Lead by the State of Nevada

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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	907-723-3360
Email:	<a href="mailto:tfosket@naspovaluepoint.org">tfosket@naspovaluepoint.org</a>

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

*[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)*

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





## NASPO ValuePoint Master Agreement Terms and Conditions

**State of Nevada Department of Administration,  
Purchasing Division (Lead State)**  
515 E. Musser St, Rm 300  
Carson City, NV 89701  
Contact: Ronda Miller, Purchasing Officer II  
Phone: (775) 684-0182 Fax: (775) 684-0188  
Email: [rlmiller@admin.nv.gov](mailto:rlmiller@admin.nv.gov)

and

**Simplex Grinnell LP.**  
50 Technology Drive  
Westminster, MA 01441  
Contact: Tom Staves, National Sales Manager/State Cooperative Contracts  
Phone: (443) 676-8813 Fax: (978) 731-4034  
Email: [tstaves@simplexgrinnell.com](mailto:tstaves@simplexgrinnell.com)

### 1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Scope of Work;
- (5) The Solicitation RFP 3407 Security & Fire Protection Services (Attachment AA); and
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State (Attachment BB).

- Categories Awarded:

**Category 1:** Access Control Systems

**Category 2:** Burglar Alarms

**Category 3:** Surveillance Services & Equipment

**Category 4:** Portable Fire Extinguishers

**Category 5:** Fire Extinguishing Systems

**Category 6:** Fire Sprinkler Systems

**Category 7:** Fire Alarm/Protective Signaling Systems

**Category 8:** High Security Control Systems

**Category 9:** Inspections & Monitoring

- Fire Extinguishing Systems
- Fire Sprinkler Systems
- Alarm Monitoring
- Fire Alarm/Protective Signaling Systems

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall 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.

## **2. Definitions**

**Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

**Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

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

**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.

**Lead State** means the State centrally administering any resulting Master Agreement(s).

**Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

**NASPO ValuePoint** is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. 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.

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

**Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

**Participating Entity** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

**Participating State** means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to participate through execution of a Participating Addendum.

**Product** 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 Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

**Purchasing Entity** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and 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.

## **NASPO ValuePoint Program Provisions**

### **3. Term of the Master Agreement**

a. The initial term of the Contract will be two (2) years (August 15, 2017 through July 31, 2019) with the option of three (3) 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.

b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, 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 shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

### **4. Amendments**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and

Contractor.

## 5. Participants and Scope

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The 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. By way 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.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to 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.

c. 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. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarket Center; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement

Official of the state where the Participating 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 in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale.** "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. 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 (the definition of which includes services that are deliverables). 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.

## **6. Administrative Fees**

a. The 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 shall 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 proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

## **7. NASPO ValuePoint Summary and Detailed Usage Reports**

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. **Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and

Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment I.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

## **8. NASPO ValuePoint Cooperative Program Marketing and Performance Review**

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to 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 qualifying entities can participate in the Master Agreement.

b. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

## **9. NASPO ValuePoint eMarket Center**

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. dba JAGGAER whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to

view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

d. If the solicitation requires either a catalog hosted on or integration of a punchout site with eMarket Center, or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

## **10. Right to Publish**

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. The Contractor shall not make any representations of NASPO ValuePoint'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. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

## **11. Price and Rate Guarantee Period**

All prices and rates must be guaranteed for the initial term of the Master Agreement. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

## **12. Individual Customers**

Except to the extent modified by a Participating Addendum, 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, 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.

## Administration of Orders

### 13. Ordering

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. Purchasing Entities may define 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.
- c. 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.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
  - (1) The services or supplies being delivered;
  - (2) The place and requested time of delivery;
  - (3) A billing address;
  - (4) The name, phone number, and address of the Purchasing Entity representative;
  - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor’s proposal;
  - (6) A ceiling amount of the order for services being ordered; and
  - (7) The Master Agreement identifier.
- g. All communications concerning administration of Orders placed shall 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.
- h. 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. Contractor is reminded that 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.
- i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to 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 otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, 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.

#### **14. Shipping and Delivery**

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. 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 shall be shipped without charge.

b. 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 other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

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

#### **15. Laws and Regulations**

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

#### **16. Inspection and Acceptance**

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. 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, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. 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. 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.

c. 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.

d. The warranty period shall begin upon Acceptance.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance 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. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, 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. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

## **17. Payment**

Payment after Acceptance is normally made within 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, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

## **18. Warranty**

Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially

reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, 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. 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.

## 19. Title of Product

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. Transfer of title to the Product shall 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 shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

## 20. 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.

## General Provisions

### 21. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. 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.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

#### 1. Commercial General Liability – Occurrence Form

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

- |   |             |
|---|-------------|
| • General Aggregate                         | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury           | \$1,000,000 |
| • Each Occurrence                           | \$1,000,000 |

a. 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".

2. Automobile Liability

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

Combined Single Limit (CSL)	\$1,000,000
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- a. 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".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. 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.

4. Professional Liability (Errors and Omissions Liability)

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

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. 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.

5. Network Security (Cyber) and Privacy Liability:

Per Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

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

c. 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.

d. 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.

e. 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.

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

## **22. Records Administration and Audit**

a. 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 shall 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 shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this 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.

b. 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.

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

## **23. Confidentiality, Non-Disclosure, and Injunctive Relief**

a. 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. 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"). 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. 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.

b. 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. 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. 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. 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. 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.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in 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.

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

## **24. Public Information**

This Master Agreement and all related documents are subject to disclosure pursuant to the

Purchasing Entity's public information laws.

## **25. Assignment/Subcontracts**

a. 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.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

## **26. Changes in Contractor Representation**

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to 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.

## **27. Independent Contractor**

The Contractor shall be an independent contractor. Contractor shall have 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 agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

## **28. Cancellation**

Unless otherwise stated, this Master Agreement may be canceled by either party upon **60 days** written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon **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 shall 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.

## **29. 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 war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

## **30. Defaults and Remedies**

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

(1) Nonperformance of contractual requirements; or

(2) A material breach of any term or condition of this Master Agreement; or

(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; or

(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

(5) Any default specified in another section of this Master Agreement.

b. 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 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 shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. 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:

(1) Exercise any remedy provided by law; and

(2) Terminate this Master Agreement and any related Contracts or portions thereof; and

(3) Impose liquidated damages as provided in this Master Agreement; and

(4) Suspend Contractor from being able to respond to future bid solicitations; and

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

d. 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 a Purchase 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 shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

### **31. Waiver of Breach**

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. 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 shall 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, Participating Addendum, or Purchase Order.

### **32. 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 this transaction (contract) 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.

### **33. Indemnification**

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, 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 act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("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 ("Intellectual Property Claim") of another person or entity.

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

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order 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

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(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 it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. 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 it 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. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

#### **34. No Waiver of Sovereign Immunity**

In no event shall 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.

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.

#### **35. Governing Law and Venue**

a. The procurement, evaluation, and award of the Master Agreement shall 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 shall 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 shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. 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 Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall 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 shall be in the Purchasing Entity's State.

c. 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.

#### **36. 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.

**37. 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.

**38. Leasing or Alternative Financing Methods**

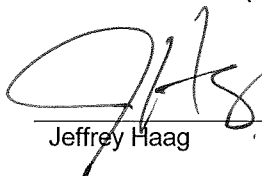
The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

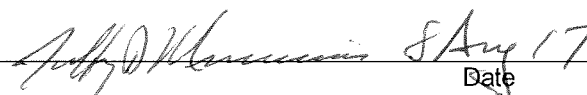
**Independent Contractor Approval:**

	7/27/17	Vice President Sales
_____	_____	SimplexGrinnell
Independent Contractor's Signature	Date	Independent Contractor's Title

**State of Nevada (Lead State) Approval:**

	8-25-2017	CPO, NV state Purchasing Administrator
_____	_____	
Jeffrey Haag	Date	

**Approved as to form by:**

	8 Aug 17	Deputy Attorney General for Attorney General
_____	_____	
	Date	



# NASPO ValuePoint Security & Fire Protection Services Nevada Solicitation Number 3407 Part II- Cost Proposal



Submitted by





SimplexGrinnell LP  
50 Technology Drive  
Westminster, MA 01441

(978) 731-2500  
[www.tycosimplexgrinnell.com](http://www.tycosimplexgrinnell.com)

May 23, 2017

Ms. Ronda Miller, Purchasing Officer II  
State of Nevada, Purchasing Division  
515 E. Musser Street, Suite 300  
Carson City, NV 89701

Dear Ms. Miller:

SimplexGrinnell is submitting a proposal for all categories of work in this solicitation. This includes the following RFP Section Numbers and descriptions:

<b>RFP Section</b>	<b>Category</b>
1.1 (including all subsections)	Category 1 – Access Control Systems
1.2 (including all subsections)	Category 2 – Burglar Alarm Systems
1.3 (including all subsections)	Category 3 – Surveillance Services And Equipment
1.4 (including all subsections)	Category 4 - Portable Fire Extinguishers
1.5 (including all subsections)	Category 5 - Fire Extinguishing Systems
1.6 (including all subsections)	Category 6 - Fire Sprinkler Systems
1.7 (including all subsections)	Category 4 - Fire Alarm/Protective Hazard Signaling Systems
1.8 (including all subsections)	Category 8: High Security Control Systems
1.9 (including all subsections)	Category 9: Inspections & Monitoring

SimplexGrinnell's mission is to develop the most cost-effective and comprehensive solution to your life safety systems and service needs. SimplexGrinnell stands ready to provide world-class products, service and support. We offer to work closely with your personnel to ensure that your systems and service needs are met well into the future. Our customers have relied on SimplexGrinnell personnel and technology to protect thousands of lives and millions of dollars worth of property.

Our One-Stop-Shop offering includes total support for all fire alarm, fire detection, fire protection, integrated security, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Many SimplexGrinnell projects have been time-critical multi-million dollar efforts incorporating both design and build requirements. As a prime contractor, we have installed our equipment while maintaining a customer's existing system.



We understand the RFP states the following:

*4.3 Participating State Terms and Conditions*

*As a courtesy to Offerors, some Participating State specific Terms and Conditions are provided in Attachments to this solicitation. These are for informational purposes only and will be negotiated with other Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offerors shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.*

SimplexGrinnell understands we may be required to negotiate additional Terms and Conditions of participating states when executing a Participating Addendum.

Our organization's capabilities include service support for annual inspections, testing, and maintenance of all major brands of fire alarm, fire sprinkler, portable fire extinguisher, emergency lighting, access control, closed circuit TV, intrusion detection systems, sound and communications equipment. Our trained technicians have extensive expertise in a wide range of low voltage equipment. A large percentage of these technicians have worked for our organization for many years. They use state-of-the-art test equipment to ensure high quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our customers have consistently referred to SimplexGrinnell's life safety services as "Best-Value" for the following reasons:

- Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.
- Experienced technicians ensure that repairs are done right, and in a timely manner.
- Standardized reporting and documentation.
- Customized service plans to meet any customer's needs.
- Central station monitoring dedicated to the critical needs of commercial buildings.

Our wish is to build a long-term relationship, providing you with the certainty that the Life Safety systems in your facilities are functioning at their optimum level.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron W. Saak".

Aaron W. Saak  
President, Tyco SimplexGrinnell

**Proposal For:**

NASPO ValuePoint  
Security & Fire Protection Services  
Nevada Solicitation Number 3407

**Part II– Cost Proposal**

Electronic on a Flash Drive

**Submitted to:**

Ms. Ronda Miller, Purchasing Officer II  
State of Nevada, Purchasing Division  
515 E. Musser Street, Suite 300  
Carson City, NV 89701

**Date:**

May 23, 2017

**Submitted by:**



50 Technology Drive  
Westminster, MA 01441

**Contact Name and Phone Number:**

**Name: Mr. Thomas Staves**

**Phone: (443) 676-8813**

**Email: [tstaves@simplexgrinnell.com](mailto:tstaves@simplexgrinnell.com)**

**SimplexGrinnell Corporate Address:**



50 Technology Drive  
Westminster, MA 01441

5/22/2017

# 1. Section I – Cost Proposal

## *1.1 Attachment C – Cost*

Our team understands the RFP requires the following:

Section 2 - Solicitation Requirements, Information and Instructions to Offerors

### 2.11.4 PART II – COST PROPOSAL

- Vendors must provide one (1) PDF Cost Proposal file.
- The cost proposal **must not be marked “confidential”**. Only information that is deemed proprietary per NRS 333.020(5)(a) may be marked as “confidential”.

### **Section I – Cost Proposal**

- Vendor’s response for the cost proposal must be included in this section.
- Vendor must submit separate cost sheets for each category proposing.

#### Amendment 1

Question 17 Per Attachment C - Cost per category, we have the following question:

All categories call for maintenance and monitoring to be priced by a unit of monthly cost. Maintenance agreements for access control and surveillance systems are typically priced as a percentage of the project on an ongoing annual basis. Can we add a unit price as a percentage of the proposed system?

Answer - Attachment C ~ Cost Revised. Proposing vendors must use the attached updated cost sheet.

*We have submitted Attachment C – Cost revised from amendment 1 on the following pages.*



**Vendor Name: SimplexGrinnell****Nationwide or Region or State Proposed: Nationwide**

***Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees .***

**Category 1 - Access Control Systems**

	<b>Per Hour</b>
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	\$133.00
<b>After Hours (5:01pm - 7:59am M-F) Including Saturday</b>	\$199.50
<b>Sunday/Holiday Hours</b>	\$266.00

Other miscellaneous labor service description (if applicable):

Prevailing Wage Add to Above Base Rates (NTE depending upon location and job description where service is being performed)	\$55.00
Design NTE	\$139.91
Install NTE	\$208.42
CAD NTE	\$132.80
Commissioning NTE	\$208.42
Proj/Const Mgmt NTE	\$158.76

**Maintenance Work (Non-Warranty)**

	<b>Per Hour</b>
<b>Hourly rate for telephone consultation only</b>	N/C
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	\$133.00
<b>After Hours (5:01pm - 7:59am M-F) Including Saturday</b>	\$199.50
<b>Sunday/Holiday Hours</b>	\$266.00

	<b>Per Month</b>
<b>Costs for Maintenance and Monitoring</b>	Various
<b>Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)</b>	30.00%

**PENALTY FOR IMPROPER PRICING:**

- It is the vendor's responsibility to ensure that all prices proposed for all projects are accurate and consistent with the terms of the contract.
- For all projects completed under this contract: if a vendor submits an invoice containing incorrect pricing in favor of the vendor, that vendor shall submit a new, corrected invoice with a 25% reduction in cost for each incorrectly priced item.
- If vendor continues to provide incorrect invoicing each Purchasing Entity has the option to cancel their contract in its entirety without penalty.
- Vendors are not allowed to aggregate fees into contract after award has been made. Failure to comply may be grounds for cancellation.

**Vendor Name: SimplexGrinnell****Nationwide or Region or State Proposed: Nationwide**

***Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees .***

**Category 2 - Burglar Alarms**

	<b>Per Hour</b>
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	\$133.00
<b>After Hours (5:01pm - 7:59am M-F) Including Saturday</b>	\$199.50
<b>Sunday/Holiday Hours</b>	\$266.00

Other miscellaneous labor service description (if applicable):

Prevailing Wage Add to Above Base Rates (NTE depending upon location and job description where service is being performed)	\$55.00
Design NTE	\$139.91
Install NTE	\$208.42
CAD NTE	\$132.80
Commissioning NTE	\$208.42
Proj/Const Mgmt NTE	\$158.76

**Maintenance Work (Non-Warranty)**

	<b>Per Hour</b>
<b>Hourly rate for telephone consultation only</b>	N/C
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	\$133.00
<b>After Hours (5:01pm - 7:59am M-F)</b>	\$199.50
<b>Weekend/Holiday Hours</b>	\$266.00
	<b>Per Month</b>
<b>Costs for Maintenance and Monitoring</b>	Various
<b>Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)</b>	30.00%

**PENALTY FOR IMPROPER PRICING:**

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**Vendor Name: SimplexGrinnell****Nationwide or Region or State Proposed: Nationwide**

***Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees .***

**Category 3 - Surveillance Services & Equipment**

	<b>Per Hour</b>
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	\$133.00
<b>After Hours (5:01pm - 7:59am M-F) Including Saturday</b>	\$199.50
<b>Sunday/Holiday Hours</b>	\$266.00

Other miscellaneous labor service description (if applicable):

Prevailing Wage Add to Above Base Rates (NTE depending upon location and job description where service is being performed)	\$55.00
Design NTE	\$139.91
Install NTE	\$208.42
CAD NTE	\$132.80
Commissioning NTE	\$208.42
Proj/Const Mgmt NTE	\$158.76

**Maintenance Work (Non-Warranty)**

	<b>Per Hour</b>
<b>Hourly rate for telephone consultation only</b>	N/C
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	\$133.00
<b>After Hours (5:01pm - 7:59am M-F)</b>	\$199.50
<b>Weekend/Holiday Hours</b>	\$266.00
	<b>Per Month</b>
<b>Costs for Maintenance and Monitoring</b>	Various
<b>Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)</b>	30.00%

**PENALTY FOR IMPROPER PRICING:**

- It is the vendor's responsibility to ensure that all prices proposed for all projects are accurate and consistent with the terms of the contract.
- For all projects completed under this contract: if a vendor submits an invoice containing incorrect pricing in favor of the vendor, that vendor shall submit a new, corrected invoice with a 25% reduction in cost for each incorrectly priced item.
- If vendor continues to provide incorrect invoicing each Purchasing Entity has the option to cancel their contract in its entirety without penalty.
- Vendors are not allowed to aggregate fees into contract after award has been made. Failure to comply may be grounds for cancellation.

**Vendor Name: SimplexGrinnell**

**Nationwide or Region or State Proposed: Nationwide**

***Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees .***

**Category 4 - Portable Fire Extinguishers**

	<b>Per Hour</b>
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	\$101.00
<b>After Hours (5:01pm - 7:59am M-F) Including Saturday</b>	\$151.50
<b>Sunday/Holiday Hours</b>	\$202.00

Other miscellaneous labor service description (if applicable):

Prevailing Wage Add to Above Base Rates (NTE depending upon location and job description where service is being performed)	\$31.50
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

**Maintenance Work (Non-Warranty)**

	<b>Per Hour</b>
<b>Hourly rate for telephone consultation only</b>	N/C
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	\$101.00
<b>After Hours (5:01pm - 7:59am M-F)</b>	\$151.50
<b>Weekend/Holiday Hours</b>	\$202.00

	<b>Per Month</b>
<b>Costs for Maintenance and Monitoring</b>	Various
<b>Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)</b>	30.00%

**PENALTY FOR IMPROPER PRICING:**

- It is the vendor’s responsibility to ensure that all prices proposed for all projects are accurate and consistent with the terms of the contract.
- For all projects completed under this contract: if a vendor submits an invoice containing incorrect pricing in favor of the vendor, that vendor shall submit a new, corrected invoice with a 25% reduction in cost for each incorrectly priced item.
- If vendor continues to provide incorrect invoicing each Purchasing Entity has the option to cancel their contract in its entirety without penalty.
- Vendors are not allowed to aggregate fees into contract after award has been made. Failure to comply may be grounds for cancellation.

**Vendor Name: SimplexGrinnell****Nationwide or Region or State Proposed: Nationwide**

***Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees .***

**Category 5 - Fire Extinguishing Systems**

	<b>Per Hour</b>
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	\$113.00
<b>After Hours (5:01pm - 7:59am M-F) Including Saturday</b>	\$169.50
<b>Sunday/Holiday Hours</b>	\$226.00

Other miscellaneous labor service description (if applicable):

Prevailing Wage Add to Above Base Rates (NTE depending upon location and job description where service is being performed)	\$50.00
Sprinkler Union Rate NTE 8am-5pm	\$133.00
Design NTE	\$129.13
Install NTE	\$181.87
CAD NTE	\$129.13
Commissioning NTE	\$207.55
Proj/Const Mgmt NTE	\$157.77

**Maintenance Work (Non-Warranty)**

	<b>Per Hour</b>
<b>Hourly rate for telephone consultation only</b>	N/C
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	\$113.00
<b>After Hours (5:01pm - 7:59am M-F)</b>	\$169.50
<b>Weekend/Holiday Hours</b>	\$226.00
	<b>Per Month</b>
<b>Costs for Maintenance and Monitoring</b>	Various
<b>Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)</b>	30.00%

**PENALTY FOR IMPROPER PRICING:**

- It is the vendor's responsibility to ensure that all prices proposed for all projects are accurate and consistent with the terms of the contract.
- For all projects completed under this contract: if a vendor submits an invoice containing incorrect pricing in favor of the vendor, that vendor shall submit a new, corrected invoice with a 25% reduction in cost for each incorrectly priced item.
- If vendor continues to provide incorrect invoicing each Purchasing Entity has the option to cancel their contract in its entirety without penalty.
- Vendors are not allowed to aggregate fees into contract after award has been made. Failure to comply may be grounds for cancellation.

**Vendor Name: SimplexGrinnell****Nationwide or Region or State Proposed: Nationwide**

***Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees .***

**Category 6 - Fire Sprinkler Systems**

	<b>Per Hour</b>
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	\$113.00
<b>After Hours (5:01pm - 7:59am M-F) Including Saturday</b>	\$169.50
<b>Sunday/Holiday Hours</b>	\$226.00

Other miscellaneous labor service description (if applicable):

Prevailing Wage Add to Above Base Rates (NTE depending upon location and job description where service is being performed)	\$50.00
Sprinkler Union Rate NTE 8am-5pm	\$133.00
Design NTE	\$129.13
Install NTE	\$181.87
CAD NTE	\$129.13
Commissioning NTE	\$207.55
Proj/Const Mgmt NTE	\$157.77

**Maintenance Work (Non-Warranty)**

	<b>Per Hour</b>
<b>Hourly rate for telephone consultation only</b>	N/C
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	\$113.00
<b>After Hours (5:01pm - 7:59am M-F)</b>	\$169.50
<b>Weekend/Holiday Hours</b>	\$226.00
	<b>Per Month</b>
<b>Costs for Maintenance and Monitoring</b>	Various
<b>Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)</b>	25.00%

**PENALTY FOR IMPROPER PRICING:**

- It is the vendor's responsibility to ensure that all prices proposed for all projects are accurate and consistent with the terms of the contract.
- For all projects completed under this contract: if a vendor submits an invoice containing incorrect pricing in favor of the vendor, that vendor shall submit a new, corrected invoice with a 25% reduction in cost for each incorrectly priced item.
- If vendor continues to provide incorrect invoicing each Purchasing Entity has the option to cancel their contract in its entirety without penalty.
- Vendors are not allowed to aggregate fees into contract after award has been made. Failure to comply may be grounds for cancellation.

**Vendor Name: SimplexGrinnell****Nationwide or Region or State Proposed: Nationwide**

***Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees .***

**Category 7 - Fire Alarm/Protective Signaling Systems**

	<b>Per Hour</b>
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	\$133.00
<b>After Hours (5:01pm - 7:59am M-F) Including Saturday</b>	\$199.50
<b>Sunday/Holiday Hours</b>	\$266.00

Other miscellaneous labor service description (if applicable):

Prevailing Wage Add to Above Base Rates (NTE depending upon location and job description where service is being performed)	\$55.00
Design NTE	\$139.91
Install NTE	\$208.42
CAD NTE	\$132.80
Commissioning NTE	\$208.42
Proj/Const Mgmt NTE	\$158.76

**Maintenance Work (Non-Warranty)**

	<b>Per Hour</b>
<b>Hourly rate for telephone consultation only</b>	N/C
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	\$133.00
<b>After Hours (5:01pm - 7:59am M-F)</b>	\$199.50
<b>Weekend/Holiday Hours</b>	\$266.00
	<b>Per Month</b>
<b>Costs for Maintenance and Monitoring</b>	Various
<b>Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)</b>	30.00%

**PENALTY FOR IMPROPER PRICING:**

- It is the vendor's responsibility to ensure that all prices proposed for all projects are accurate and consistent with the terms of the contract.
- For all projects completed under this contract: if a vendor submits an invoice containing incorrect pricing in favor of the vendor, that vendor shall submit a new, corrected invoice with a 25% reduction in cost for each incorrectly priced item.
- If vendor continues to provide incorrect invoicing each Purchasing Entity has the option to cancel their contract in its entirety without penalty.
- Vendors are not allowed to aggregate fees into contract after award has been made. Failure to comply may be grounds for cancellation.

**Vendor Name: SimplexGrinnell****Nationwide or Region or State Proposed: Nationwide**

***Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees .***

**Category 8 - High Security Control Systems**

	<b>Per Hour</b>
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	\$133.00
<b>After Hours (5:01pm - 7:59am M-F) Including Saturday</b>	\$199.50
<b>Sunday/Holiday Hours</b>	\$266.00

Other miscellaneous labor service description (if applicable):

Prevailing Wage Add to Above Base Rates (NTE depending upon location and job description where service is being performed)	\$55.00
Design NTE	\$139.91
Install NTE	\$208.42
CAD NTE	\$132.80
Commissioning NTE	\$208.42
Proj/Const Mgmt NTE	\$158.76

**Maintenance Work (Non-Warranty)**

	<b>Per Hour</b>
<b>Hourly rate for telephone consultation only</b>	N/C
<b>Normal Business Hours (8:00am - 5:00pm M-F)</b>	\$133.00
<b>After Hours (5:01pm - 7:59am M-F)</b>	\$199.50
<b>Weekend/Holiday Hours</b>	\$266.00
	<b>Per Month</b>
<b>Costs for Maintenance and Monitoring</b>	Various
<b>Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)</b>	30.00%

**PENALTY FOR IMPROPER PRICING:**

- It is the vendor's responsibility to ensure that all prices proposed for all projects are accurate and consistent with the terms of the contract.
- For all projects completed under this contract: if a vendor submits an invoice containing incorrect pricing in favor of the vendor, that vendor shall submit a new, corrected invoice with a 25% reduction in cost for each incorrectly priced item.
- If vendor continues to provide incorrect invoicing each Purchasing Entity has the option to cancel their contract in its entirety without penalty.
- Vendors are not allowed to aggregate fees into contract after award has been made. Failure to comply may be grounds for cancellation.



**Vendor Name: SimplexGrinnell**  
**Nationwide or Region or State Proposed: Nationwide**

***Each Participating Entity will negotiate any travel costs. All cost associated below (including material markup) to include shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees .***

**Category 9 - Inspections & Monitoring**

- Fire Extinguishing Systems
  - Fire Sprinkler Systems
    - Alarm Monitoring
- Fire Alarm/Protective Signaling Systems

	<b>Per Hour</b>
Normal Business Hours (8:00am - 5:00pm M-F) NTE	\$133.00
After Hours (5:01pm - 7:59am M-F) Including Saturday NTE	\$199.50
Sunday/Holiday Hours NTE	\$266.00

Other miscellaneous labor service description (if applicable):

Prevailing Wage Add to Above Base Rates (NTE depending upon location and job description where service is being performed)	\$55.00
Proj/Const Mgmt NTE	\$158.76
	\$0.00
	\$0.00
	\$0.00
	\$0.00

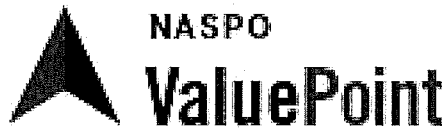
**Maintenance Work (Non-Warranty)**

	<b>Per Hour</b>
Hourly rate for telephone consultation only	N/C
Normal Business Hours (8:00am - 5:00pm M-F)	\$133.00
After Hours (5:01pm - 7:59am M-F)	\$199.50
Weekend/Holiday Hours	\$266.00

	<b>Per Month</b>
Costs for Maintenance and Monitoring	Various
Materials percentage mark-up (Receipts for materials may be required by Purchasing Entity to be submitted with invoice)	25% Sprinkler      30% All other Products

**PENALTY FOR IMPROPER PRICING:**

- It is the vendor’s responsibility to ensure that all prices proposed for all projects are accurate and consistent with the terms of the contract.
- For all projects completed under this contract: if a vendor submits an invoice containing incorrect pricing in favor of the vendor, that vendor shall submit a new, corrected invoice with a 25% reduction in cost for each incorrectly priced item.
- If vendor continues to provide incorrect invoicing each Purchasing Entity has the option to cancel their contract in its entirety without penalty.
- Vendors are not allowed to aggregate fees into contract after award has been made. Failure to comply may be grounds for cancellation.



## NASPO ValuePoint Master Agreement Amendment # 1

**State of Nevada Department of Administration,  
Purchasing Division (Lead State)**

515 E. Musser St, Rm 300

Carson City, NV 89701

Contact: Ronda Miller, Purchasing Officer II

Phone: (775) 684-0182 Fax: (775) 684-0188

Email: [rlmiller@admin.nv.gov](mailto:rlmiller@admin.nv.gov)

and

**Johnson Controls Fire Protection**

50 Technology Drive

Westminster, MA 01441

Contact: Tom Staves, National Sales Manager/State Cooperative Contracts

Phone: (443) 676-8813 Fax: N/A

Email: [thomas.staves@jci.com](mailto:thomas.staves@jci.com)

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract resulting from Request for Proposal #3407 and dated August 15, 2017, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:
  - A. This amendment is to extend the current contract an additional three (3) years for a contract term date of July 31, 2022.
2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

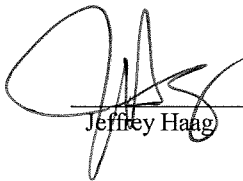
IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

**Independent Contractor Approval:**

Thomas L. Staves                      2/23/2019  
Independent Contractor's Signature                      Date

National Mgr., State Cooperative Contracts  
Independent Contractor's Title

**State of Nevada (Lead State) Approval:**

                      2-28-2019  
Jeffrey Haag                      Date

CPO, NV State Purchasing Administrator

**Approved as to form by:**

                      2/25/19  
Date

Deputy Attorney General for Attorney General



## NASPO ValuePoint Master Agreement Amendment # 2

**State of Nevada Department of Administration,  
Purchasing Division (Lead State)**

515 E. Musser St, Rm 300

Carson City, NV 89701

Contact: Nancy Feser, Purchasing Officer II

Phone: (775) 684-0175 Fax: (775) 684-0188

Email: [nfeser@admin.nv.gov](mailto:nfeser@admin.nv.gov)

and

**Johnson Controls Fire Protection, LP**

50 Technology Drive

Westminster, MA 01441

Contact: Tom Staves, National Sales Manager/State Cooperative Contracts

Phone: 443-676-8813 Fax: N/A

Email: [thomas.staves@jci.com](mailto:thomas.staves@jci.com)

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract resulting from Request for Proposal #3407 and dated August 15, 2017, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:
  - A. This amendment is to change vendors name from Johnson Controls Fire Protection to Johnson Controls Fire Protection LP.
2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

**Independent Contractor Approval:**



05/12/2021

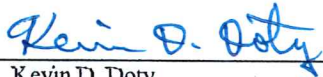
Cooperative Program Manager

Independent Contractor's Signature

Date

Independent Contractor's Title

**State of Nevada (Lead State) Approval:**



Kevin D. Doty

5/18/21

Date

CPO, NV State Purchasing Administrator

**Approved as to form by:**



17 May 21  
Date

Deputy Attorney General for Attorney General



NASPO ValuePoint  
Security & Fire Protection Services  
Nevada Solicitation Number 3407  
Part 1A – Technical Proposal



Submitted by  
**tyco**  
SimplexGrinnell



SimplexGrinnell LP  
50 Technology Drive  
Westminster, MA 01441

(978) 731-2500  
[www.tycosimplexgrinnell.com](http://www.tycosimplexgrinnell.com)

May 23, 2017

Ms. Ronda Miller, Purchasing Officer II  
State of Nevada, Purchasing Division  
515 E. Musser Street, Suite 300  
Carson City, NV 89701

Dear Ms. Miller:

SimplexGrinnell is submitting a proposal for all categories of work in this solicitation. This includes the following RFP Section Numbers and descriptions:

<b>RFP Section</b>	<b>Category</b>
1.1 (including all subsections)	Category 1 – Access Control Systems
1.2 (including all subsections)	Category 2 – Burglar Alarm Systems
1.3 (including all subsections)	Category 3 – Surveillance Services And Equipment
1.4 (including all subsections)	Category 4 - Portable Fire Extinguishers
1.5 (including all subsections)	Category 5 - Fire Extinguishing Systems
1.6 (including all subsections)	Category 6 - Fire Sprinkler Systems
1.7 (including all subsections)	Category 4 - Fire Alarm/Protective Hazard Signaling Systems
1.8 (including all subsections)	Category 8: High Security Control Systems
1.9 (including all subsections)	Category 9: Inspections & Monitoring

SimplexGrinnell's mission is to develop the most cost-effective and comprehensive solution to your life safety systems and service needs. SimplexGrinnell stands ready to provide world-class products, service and support. We offer to work closely with your personnel to ensure that your systems and service needs are met well into the future. Our customers have relied on SimplexGrinnell personnel and technology to protect thousands of lives and millions of dollars worth of property.

Our One-Stop-Shop offering includes total support for all fire alarm, fire detection, fire protection, integrated security, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Many SimplexGrinnell projects have been time-critical multi-million dollar efforts incorporating both design and build requirements. As a prime contractor, we have installed our equipment while maintaining a customer's existing system.



We understand the RFP states the following:

*4.3 Participating State Terms and Conditions*

*As a courtesy to Offerors, some Participating State specific Terms and Conditions are provided in Attachments to this solicitation. These are for informational purposes only and will be negotiated with other Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offerors shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.*

SimplexGrinnell understands we may be required to negotiate additional Terms and Conditions of participating states when executing a Participating Addendum.

Our organization's capabilities include service support for annual inspections, testing, and maintenance of all major brands of fire alarm, fire sprinkler, portable fire extinguisher, emergency lighting, access control, closed circuit TV, intrusion detection systems, sound and communications equipment. Our trained technicians have extensive expertise in a wide range of low voltage equipment. A large percentage of these technicians have worked for our organization for many years. They use state-of-the-art test equipment to ensure high quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our customers have consistently referred to SimplexGrinnell's life safety services as "Best-Value" for the following reasons:

- Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.
- Experienced technicians ensure that repairs are done right, and in a timely manner.
- Standardized reporting and documentation.
- Customized service plans to meet any customer's needs.
- Central station monitoring dedicated to the critical needs of commercial buildings.

Our wish is to build a long-term relationship, providing you with the certainty that the Life Safety systems in your facilities are functioning at their optimum level.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron W. Saak".

Aaron W. Saak  
President, Tyco SimplexGrinnell



**Proposal For:**

NASPO ValuePoint  
Security & Fire Protection Services  
Nevada Solicitation Number 3407

**Part 1A – Technical Proposal**

Electronic on a Flash Drive

**Submitted to:**

Ms. Ronda Miller, Purchasing Officer II  
State of Nevada, Purchasing Division  
515 E. Musser Street, Suite 300  
Carson City, NV 89701

**Date:**

May 23, 2017

**Submitted by:**



50 Technology Drive  
Westminster, MA 01441

**Contact Name and Phone Number:**

**Name: Mr. Thomas Staves**

**Phone: (443) 676-8813**

**Email: [tstaves@simplexgrinnell.com](mailto:tstaves@simplexgrinnell.com)**

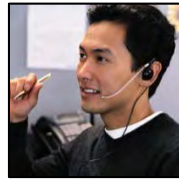
**SimplexGrinnell Corporate Address:**



50 Technology Drive  
Westminster, MA 01441

# Section I

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**NASPO ValuePoint**  
**Security & Fire Protection Services**  
**Nevada Solicitation Number 3407**  
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**NASPO ValuePoint**  
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**NASPO ValuePoint**  
**Security & Fire Protection Services**  
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**NASPO ValuePoint**  
**Security & Fire Protection Services**  
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**Part 1A – Technical Proposal**  
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Section	Title	Section 2	Section 4	Amendment 1	Amendment 2
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**NASPO ValuePoint**  
**Security & Fire Protection Services**  
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Section	Title	Section 2	Section 4	Amendment 1	Amendment 2
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**NASPO ValuePoint**  
**Security & Fire Protection Services**  
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**NASPO ValuePoint**  
**Security & Fire Protection Services**  
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10.3	How To Clarify Questions Regarding The Scope The Agreement With Respect To Any Potential Order		4.4.4.c		
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**NASPO ValuePoint**  
**Security & Fire Protection Services**  
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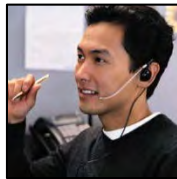
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**NASPO ValuePoint**  
**Security & Fire Protection Services**  
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# Section II

## Vendor Information Sheet



5/22/2017

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## 2. Attachment D – Vendor Information Sheet

Our team understands the RFP requires the following:

Section 2 - Solicitation Requirements, Information and Instructions to Offerors

2.11.2 Part I A – Technical Proposal

**Section II – Vendor Information Sheet**

The vendor information sheet completed with an original signature by an individual authorized to bind the organization must be included in this section.

*The completed and signed Attachment D – Vendor Information Sheet is included on the following pages.*

**VENDOR INFORMATION SHEET FOR RFP 3407****Vendor Must:**

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Tab III of the Technical Proposal.

V1	Company Name	<b>SimplexGrinnell LP.</b>
----	--------------	----------------------------

V2	Street Address	<b>50 Technology Drive</b>
----	----------------	----------------------------

V3	City, State, ZIP	<b>Westminster, MA 01441</b>
----	------------------	------------------------------

V4	Telephone Number	
	Area Code: <b>443</b>	Number: <b>676-8813</b> Extension:

V5	Facsimile Number	
	Area Code: <b>978</b>	Number: <b>731-4034</b> Extension:

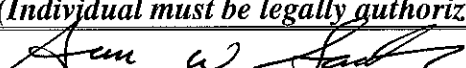
V6	Toll Free Number	
	Area Code: <b>800</b>	Number: <b>746-7539</b> Extension:

V7	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>	
	Name: <b>Mr. Tom Staves</b>	
	Title: <b>National Sales Manager/ State Cooperative Contracts</b>	
	Address: <b>50 Technology Drive, Westminster, MA 01441</b>	
Email Address: <b>tstaves@simplexgrinnell.com</b>		

V8	Telephone Number for Contact Person	
	Area Code: <b>443</b>	Number: <b>676-8813</b> Extension:

V9	Facsimile Number for Contact Person	
	Area Code: <b>978</b>	Number: <b>731-4034</b> Extension:

V10	<i>Name of Individual Authorized to Bind the Organization</i>	
	Name: <b>Aaron W. Saak</b>	Title: <b>President, Tyco SimplexGrinnell</b>

V11	Signature ( <i>Individual must be legally authorized to bind the vendor per NRS 333.337</i> )	
	Signature: 	Date: <b>May 17, 2017</b>

# Section III

## State Documents





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### 3. State Documents

Our team understands the RFP requires the following:

Section 2 - Solicitation Requirements, Information and Instructions to Offerors  
2.11.2 Part I A – Technical Proposal

#### **Section III – State Documents**

The State documents tab must include the following:

- The signature page from all amendments with an original signature by an individual authorized to bind the organization.
- Attachment E – Confidentiality and Certification of Indemnification/Technical Proposal Certification of Compliance with T&C of RFP with an original signature by an individual authorized to bind the organization.
- Attachment F – Vendor Certifications with an original signature by an individual authorized to bind the organization.
- Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- Copies of applicable certifications and/or licenses.

#### **3.1 Signature Page From All Amendments**

*We have submitted signed Amendments 1 & 2.*

#### **3.2 Attachment E - Confidentiality and Certification of Indemnification/Technical Proposal Certification of Compliance**

Our team understands the RFP requires the following:

The State documents tab must include the following:

- Attachment E – Confidentiality and Certification of Indemnification/Technical Proposal Certification of Compliance with T&C of RFP with an original signature by an individual authorized to bind the organization.

*We have attached the completed and Signed Attachment E - "Confidentiality and Certification of Indemnification/Technical Proposal Certification of Compliance".*

#### **3.3 Attachment F - Vendor Certifications**

Our team understands the RFP requires the following:

The State documents tab must include the following:

- Attachment F – Vendor Certifications with an original signature by an individual authorized to bind the organization.

*Please see Attachment F – Vendor Certifications" completed and signed.*

#### **3.4 Agreements**

Our team understands the RFP requires the following:

The State documents tab must include the following:

- Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.

*SimplexGrinnell is licensed by a number of industry leading Original Equipment Manufacturers.*

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### **3.4.1 Vendor Licensing Agreements**

*In an effort to minimize the overall size of this RFP response, SimplexGrinnell has provided "Line Card" listings of the products SimplexGrinnell is licensed to sell and/or maintain. Upon request, our team is available to provide specific vendor license.*

### **3.4.2 Hardware Maintenance Agreements**

*Please reference included Fire and Security Product Line Cards.*

### **3.4.3 Software Maintenance Agreements**

*Please reference included Fire and Security Product Line Cards*

### ***3.5 Certifications And/Or Licenses***

Our team understands the RFP requires the following:

The State documents tab must include



*Personnel from SimplexGrinnell and Other Tyco Companies (Ansil, Tyco Fire and Building Products) Are at the Forefront of NFPA Codes and Standards Development.*

the following:

- Copies of applicable certifications and/or licenses.

*SimplexGrinnell employees belong to numerous trade associations throughout the world. The list below includes key trade associations our personnel have memberships with:*

- *American Payroll Association*
- *American Fire Sprinkler Association*
- *American Physical Plant Association (APPA)*
- *American National Standards Organization (ANSI)*
- *American Society for Testing and Materials (ASTM)*
- *American Society of Civil Engineers*
- *American Society of Industrial Security (ASIS)*
- *American Society of Mechanical Engineers*
- *American Society of Payroll Management*
- *Automatic Fire Alarm Association (AFAA)*
- *Building Officials and Code Administrators (BOCA)*
- *Building Owners and Managers of America*
- *Campus Safety, Health and Environmental Management Association*
- *Canadian Fire Alarm Association (CFAA)*
- *Center for Campus Fire Security (CCFS)*
- *Congressional Fire Services Institute (CFSI)*

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- 
- *Construction Owners Association of America (COAA)*
  - *Council of American Building Officials (CABO)*
  - *DOE Technical Standards Program*
  - *Factory Mutual System*
  - *Fire Protection Research Foundation (FPRF)*
  - *International Code Council (ICC)*
  - *International Congress of Building Officials (ICBO)*
  - *International Electrotechnical Commission (IEC)*
  - *International Organization for Standardization (ISO)*
  - *Institute of Electrical and Electronics Engineers (IEEE)*
  - *Institute of Management and Administration.*
  - *Intertek Testing Services/TL Testing Laboratories*
  - *ISA Directory of Instrumentation*
  - *ISO Standards*
  - *Loss Prevention Council*
  - *National Association of Fire Equipment Distributors (NAFED)*
  - *National Association of Home Builders (NAHB)*
  - *National Association of Rocketry*
  - *National Association of Women In Construction*
  - *National Black MBA Association (NBMBA)*
  - *National Burglar and Fire Alarm Association*
  - *National Electrical Manufacturers Association (NEMA)*
  - *National Fire Protection Association (NFPA)*
  - *National Fire Sprinkler Association (NFSA)*
  - *National Fire Code of Russia (NFCR)*
  - *National Institute for Certification in Engineering Technologies (NICET)*
  - *National Institute of Standards and Technology (NIST)*
  - *National Society of Hispanic MBA (NSHMBA)*
  - *National Systems Contractors Association (NSCA)*
  - *Professional Women in Construction*
  - *Omega Point Laboratories*
  - *Restaurant Facility Management Association*
  - *Society of Fire Protection Engineers (SFPE)*
  - *Society of Human Resource Managers*
  - *Southern Building Code Congress International (SBCCI)*
  - *SP, the Swedish National Testing and Research Institute*
  - *TRI/Environmental, Inc.*
  - *Underwriters Laboratories (UL)*
  - *Underwriters Laboratories of Canada (ULc)*
  - *World Institute for Security Enhancement (WISE)*

Professional certification says a lot about a company and an individual. It means you've invested the time to better yourself. That you care about the work

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you do. And that you've raised the bar for everyone in the industry. Certification isn't an easy process; the programs are run by independent, third-parties. You can't charm your way in or curry favor with sponsorships; you have to prove yourself. Certification means something in our industry and is used as a benchmark of the people who work in life safety.

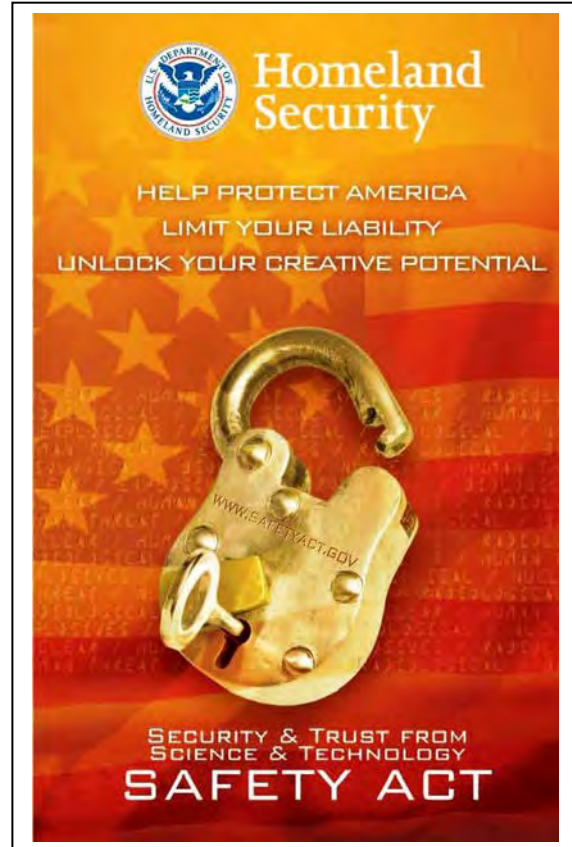
In addition to all of the individual licenses held by our employees in their particular disciplines, we have employees with certifications that range from NICET (National Institute for Certification of Engineering Technologists) and NFPA (National Fire Protection Association), district and branch offices certified by UL (Underwriters Laboratories), as well as SAFETY Act certification from U.S. Department of Homeland Security for SimplexGrinnell as a company.

### ***SimplexGrinnell's NFPA Participation Demonstrates Industry Leadership***

*SimplexGrinnell is a recognized leader within NFPA. In fact, Individual SimplexGrinnell personnel participate in over 50 NFPA Technical Committees. Our professionals are particularly active in NFPA 72 (National Fire Alarm Code) and NFPA 13 (Standard for the Installation of Sprinkler Systems).*

*In addition, Mr. Roger Reiswig, our Director of Industry Relations, has written several articles for NFPA.*

*At the corporate level, SimplexGrinnell continues a longstanding commitment to the NFPA and its mission. Described as an "industry leader," SimplexGrinnell proudly supports the innovative spirit of NFPA events such*



*as the World Safety Conference and Exposition.*

*Our corporate support was mentioned in "WSCE Preview: What's New for 2005 World Safety Conference & Exposition® in June," an article in the May/June 2005 NFPA Journal:*

*SimplexGrinnell's active participation in NFPA indicates the company's leadership in the fire protection industry. Our company is committed to serving and supporting the NFPA prominently, just as we are dedicated to providing innovations that improve fire protection and safety for people worldwide.*

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### 3.5.1 Certifications

#### Department of Homeland Security SAFETY Act

SimplexGrinnell can deliver important new value as a leader in fire and life safety, an added layer of liability protection to help customers in the event of an act of terrorism. In offering this benefit to SimplexGrinnell customers, we are taking advantage of a landmark federal law designed to protect our country, our citizens and our critical assets with advanced anti-terrorism technologies. SimplexGrinnell passed the rigorous review of the U.S. Department of Homeland Security to earn certification for our security, fire and life-safety systems integration services under the SAFETY Act (Support Anti-Terrorism by Fostering Effective Technologies).

#### A Safety Net for Customers

Passed by Congress as part of the Homeland Security Act of 2002, the SAFETY Act is designed to deter terrorist attacks and protect the nation's citizens. It provides incentives for companies to develop and deploy anti-terrorism technologies without fear of excessive liability in the event of a terrorist attack on U.S. soil. The Act creates certain liability limitations for "claims arising out of, relating to, or resulting from an act of terrorism" where qualified anti-terrorism technologies or services have been employed. In effect, providers that have their technologies and services certified under the Act, such as SimplexGrinnell, can receive significant liability protection against third-party claims that may arise out of an act of homeland terrorism. More importantly, the Act extends these same benefits to our customers, giving

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them access to legal liability protections in the event of a terrorist attack on U.S. soil. If a customer using SimplexGrinnell Security, Fire and Life-Safety Systems Integration services suffer damages from a homeland terrorist attack, that business or institution can be given legal liability protections against civil claims.

#### *Certification Coverage*

The SAFETY Act certification covers our array of services for integrated security, fire alarm, fire sprinkler, fire suppression, special hazards, emergency communications, nurse call, sound communications & monitoring. The coverage extends across our organization's full portfolio, from enterprise-wide, networked solutions to testing, inspection, maintenance, repair and central monitoring services.

#### *Legal Liability Protection*

Any organization with U.S. facilities that has identified security and life safety as a top priority and sees value in the legal liability protections available through the SAFETY Act can be a prime beneficiary of SimplexGrinnell's certification. This includes critical infrastructure industries such as government, commercial real estate, energy & utilities, transportation, healthcare, education & financial services as well as resorts, sporting venues and entertainment destinations. Public and private entities alike are eligible for SAFETY Act protections. SimplexGrinnell has a wealth of experience in delivering solutions that help customers protect life and property in mission-critical operations. The SAFETY Act certification strengthens our ability to meet critical needs in these vital industries.

#### *Benefits Begin Immediately*

Now that SimplexGrinnell's services are SAFETY Act certified, our customers

automatically and immediately receive the benefits and protections offered by the Act. Customers can gain these important advantages from the first day they deploy our solutions.

#### *A Potentially Lower Cost of Ownership*

SAFETY Act coverage can potentially lower a customer's total cost of ownership of a SimplexGrinnell solution. For example, in the event of a terrorist attack, customers could avoid significant legal and financial liability associated with civil claims, potentially resulting in significant cost savings.

#### *Homeland Security & Defense Business Council Membership*

SimplexGrinnell is proud to be a member of the Homeland Security & Defense Business Council, a non-profit, non-partisan corporate membership organization that serves as a conduit to build stronger relationships between senior leadership in the public & private sectors. The members work in concert with government officials & other leaders dedicated to achieving a "culture of preparedness" in our nation. The Council is also a strong advocate on behalf of the SAFETY Act.

#### *UL Certification*

Underwriter Lab (UL) is a safety science company that certifies, validates, tests, inspects, audits, advises, and trains. The requirement for UL system certification varies by area, even within the same state. The process every aspect of a fire system, extending beyond the usual codes and standards. For example, when a fire system is installed, UL certification would involve very specific documentation and verification process: documenting each piece of equipment,

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*ensuring that each piece bears a UL sticker and is a listed product; confirming the number and color of wires, and so on.*

*Other UL certifications apply to our district or regional offices and must be renewed yearly. These address areas with a lower incidence of false alarms because systems are being installed and maintained properly. UL certification simply makes systems better for our customers and our company is audited by UL every three years to help ensure a quality program.*

*SimplexGrinnell also have UL-certified products ranging from smoke detectors for special applications to Central Station protective signaling devices.*

#### *NFPA Certification*

*NFPA (National Fire Protection Association) certification puts an individual into an elite group with exceptional and extraordinarily comprehensive knowledge. NFPA's Certified Fire Protection Specialist (CFPS) program is extremely challenging and a limited number of individuals worldwide have been certified. We have NFPA-certified resources on staff, ranging from technicians to managers, who can offer their expertise to our employees company-wide.*

*NFPA does not write codes or standards themselves; they facilitate all-volunteer committees of fire safety professionals who represent all aspects of the industry: enforcers such as AHJs; installers, engineers, owners, and maintenance technicians. The NFPA guides the discussions, bringing the volunteers together to review industry activity and work to reach consensus to develop codes.*



*SimplexGrinnell Technicians Have Extensive Experience in the Fire Protection Industry.*

*SimplexGrinnell is proud to have numerous volunteers working to improve fire safety via NICET committees. It keeps us on the cutting edge of industry changes and helps us drive improvements that better the life-safety industry. We think of safety first, always, voting for new codes even if it will require us to change our products to comply.*

#### *NICET Certification*

##### *Amendment 2*

11. In the proposal is the section of application certifications/licenses, does that include technician certifications and business licenses? Does it also include any disadvantaged business enterprise certifications?

Vendor must state that all technicians are certified and/or licensed; certifications may be required for each Participating State.

*Our top-quality service workforce includes over 1,700 NICET-certified technicians and that number grows every year. NICET (National Institute for Certification of Engineering Technologists) is significant in our*

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*industry. Individuals test based on their area(s) of life-safety discipline, such as fire alarm systems, sprinkler design, sprinkler inspector, inspection and testing of water-based systems, special hazards suppression systems, water-based layout, audio systems (for low-voltage communications such as public address and sound-reinforcement systems), video security systems designer/technician (a security certification). Individuals are certified as they pass different levels of testing, with one to four levels per discipline: beginner, intermediate, advanced, and expert. Each level can involve dozens of tests.*

*We have attached a listing of current SimplexGrinnell license/registration numbers.*

*Our company focus on helping our workforce train for, test and achieve NICET certification improves our ability to safeguard your people and property. Our workforce includes NICET-certified technicians in every state where certification is required, but we also strongly recommend certification for all of our technicians. The bottom line? We have high caliber people who take their jobs seriously and we support them during their continuous efforts to advance their skills. It's part of our commitment to always bring you the best in fire and life-safety protection.*

### 3.5.2 Licenses

*SimplexGrinnell is legally qualified to do business in all North America, with more than 120 offices in USA and Canada.*

*SimplexGrinnell LP is licensed by numerous state and local authorities to engage in fire sprinkler, fire alarm, fire suppression and security system contracting and related activities. Information regarding relevant licenses may be provided upon request. License information is also available at [www.tycosimplexgrinnell.com](http://www.tycosimplexgrinnell.com).*



State of Nevada  
Department of Administration  
Purchasing Division  
515 E. Musser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

Jeffrey Haag  
Administrator

SUBJECT: Amendment 1 to Request for Proposal 3407  
RFP TITLE: Security & Fire Protection Services  
DATE OF AMENDMENT: April 11, 2017  
DATE OF RFP RELEASE: March 22, 2017  
OPENING DATE: May 23, 2017  
OPENING TIME: 2:00 PM  
CONTACT: Ronda Miller, Purchasing Officer II

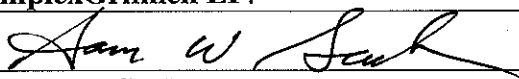
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The following shall be a part of RFP **3407**. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

---

**ALL ELSE REMAINS THE SAME FOR RFP 3407.**

*Vendor must sign and return this amendment with proposal submitted.*

Vendor Name: SimplexGrinnell LP.  
Authorized Signature:   
Title: Aaron W. Saak  
President, Tyco SimplexGrinnell Date: May 17, 2017

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal.

State of Nevada  
Department of Administration  
Purchasing Division  
515 E. Musser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

Jeffrey Haag  
Administrator

**SUBJECT:** Amendment 2 to Request for Proposal 3407  
**RFP TITLE:** Security & Fire Protection Services  
**DATE OF AMENDMENT:** April 25, 2017  
**DATE OF RFP RELEASE:** March 22, 2017  
**OPENING DATE:** May 23, 2017  
**OPENING TIME:** 2:00 PM  
**CONTACT:** Ronda Miller, Purchasing Officer II

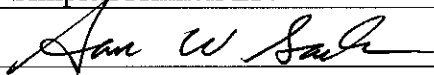
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The following shall be a part of RFP **3407**. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

---

**ALL ELSE REMAINS THE SAME FOR RFP 3407.**

*Vendor must sign and return this amendment with proposal submitted.*

Vendor Name: SimplexGrinnell LP.  
Authorized Signature:   
Title: President, Tyco SimplexGrinnell Date: May 17, 2017

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal.

## ATTACHMENT E – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in separate binders marked “**Part I B Confidential Technical**” and “**Part III Confidential Financial**”.

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

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

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in *Section 2 “ACRONYMS/DEFINITIONS.”*

*Please initial the appropriate response in the boxes below and provide the justification for confidential status.*

<b>Part IB – Confidential Technical Information</b>		
<input checked="" type="radio"/> YES		<input type="radio"/> NO
<b>Justification for Confidential Status</b>		
SECTION NUMBER	SECTION TITLE	Justification for Confidential Status
4.	<b>Section 3 – Scope of Work</b>	This Section contains information on SimplexGrinnell's methods for providing service, meeting customer expectation etc. The release of such information would provide a windfall of insight and access to competitors who may not have invested time and resources to develop similar processes, personnel or client leads.
7	<b>Business References</b>	The information marked “Proprietary and Confidential” contains information regarding customers and SimplexGrinnell personnel, including names, telephone numbers and locations. Such information is crucial to SimplexGrinnell's ongoing business with governments as well as with commercial customers and is literally a road map to competing with a company for future business. The business contacts and plans are closely guarded because they are costly to develop and enable SimplexGrinnell to pursue business efficiently. The release of such information would provide a windfall of insight and access to competitors who may not have invested time and resources to develop similar leads.
8	<b>Vendor Staff Resumes</b>	The personnel information provided consists of employee names, titles, backgrounds and contact information. The release of such information would enable competitors to seek to hire SimplexGrinnell employees best suited to compete for business of the type to be performed on the project or other work to be pursued by the company. .
9	<b>Customer Service</b>	This Section contains information on SimplexGrinnell method of identifying and resolving solving customer's issues, key account people, including names, titles, credentials and contact information, hours of operations, response time. The release of such information would provide a windfall of insight and access to competitors who may not have invested time and resources to develop similar processes, personnel or client leads.

10.	<b>Promotion of the NASPO ValuePoint Master Agreement</b>	This section includes SimplexGrinnell's method on promoting the use of Master Agreement, managing due dates for administrative fee payments and usage report. This information is crucial to Tyco's ongoing business and is literally a road map to competing with our company in future business. The release of such information would provide access to competitors who may not have invested the same time and resources to develop similar leads.
11	<b>Usage Fee and Reporting Plan</b>	This Section contains information on SimplexGrinnell's plan for meeting the usage fee and reporting requirement for this customer, credentials of the person responsible for providing the mandatory usage reports, collection method used in usage data, frequency and distribution method. The release of such information would provide a windfall of insight and access to competitors who may not have invested time and resources to develop similar processes, personnel or client leads.
15	<b>NASPO ValuePoint Administrative Fee and Reporting Requirements</b>	This Section contains information on SimplexGrinnell's person responsible for providing the mandatory usage report. The release of such information would provide a windfall of insight and access to competitors who may not have invested time and resources to develop similar processes, personnel or client leads.
16	<b>NASPO ValuePoint eMarket Center</b>	This section includes SimplexGrinnell's method on supporting The eMarket center through electronic hosted catalog or Unique ordering instructions. This information is crucial to Tyco's ongoing business and is literally a road map to competing with our company in future business. The release of such information would provide access to competitors who may not have invested the same time and resources to develop similar leads.

**A Public Records CD or Flash Drive has been included for the Technical and Cost Proposal**

YES

NO (See note below)

*Note: By marking "NO" for Public Record CD or Flash Drive included, you are authorizing the State to use the "Master CD or Flash Drive" for Public Records requests.*

**Part III – Confidential Financial Information**

YES

NO

**Justification for Confidential Status**

We understand Section 4.1 Mandatory Minimum Administrative Proposal Requirements states the following:

Financial information and documentation to be included in Section 2.11.5, Part III – Confidential Financial Information.

- Dun and Bradstreet Number
- Federal Tax Identification Number
- The last two (2) years and current year interim:
- Profit and Loss Statement
- Balance Statement

**SimplexGrinnell LP.**

Company Name

*Aaron W. Saak*

Signature

**Aaron W. Saak, President,  
Tyco SimplexGrinnell**

Print Name

**May 17, 2017**

Date

**TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE  
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with *all* the terms and conditions specified in this Request for Proposal.

**YES**      ✓      I agree to comply with the terms and conditions specified in this RFP.

**NO**      I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors *must* provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations. The State will not accept any exceptions to the cost sheet.

**SimplexGrinnell LP.**

Company Name

*Aaron W. Saak*

Signature

**Aaron W. Saak**

**President, Tyco SimplexGrinnell**

Print Name

**May 17, 2017**

Date

*Vendors MUST use the following format.* Attach additional sheets if necessary.

**EXCEPTION SUMMARY FORM**

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

**ASSUMPTION SUMMARY FORM**

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab V of vendor's technical proposal

### ATTACHMENT F – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
- (7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

**SimplexGrinnell LP.**

Vendor Company Name



Vendor Signature

**Aaron W. Saak**

**President, Tyco SimplexGrinnell**

Print Name

**May 17, 2017**

Date

Simplex	Fire Alarm Systems & Devices
Notifier – Via JCI Merger	Fire Alarm Systems & Devices
Fire-lite Alarms	Fire Alarm Systems & Devices
GE Fire <b>EST</b>	Fire Alarm Systems & Devices
System Sensor	Detection, A/V devices, Waterflow
Wheelock	A/V devices, Voice Evacuation Systems
Bosch - Fire	Fire Alarm Systems & Devices
GE Fire - other	Systems & Smoke Detectors
DSC	Smoke Detector
Code Blue	Outdoor Emergency Call System
Alert One	Companion Services
Gentex	A/V devices
TSP Fire Panel	Fire Alarm Systems & Devices
VESDA Systems	Very Early Warning Devices
Xtralis	Laser Flame Detection

5/22/2017

## Line Sheet Listing Major Suppliers of Security & Emergency Communications Equipment

<i>Company</i>	<i>Products</i>	<i>Time Represented (as of 2/2016)</i>
<a href="#"><u>American Dynamics(AD)</u></a>	<i>Video Products and Systems, Analog Video, Digital Video Recording</i>	<i>14 years</i>
<a href="#"><u>American Signal Corporation</u></a>	<i>Outdoor Wireless Large Speakers, Emergency Communications</i>	<i>11 years</i>
<a href="#"><u>Arecont Vision</u></a>	<i>CCTV – IP Network Cameras, Network Video Recording</i>	<i>10 years</i>
<a href="#"><u>Assa Abloy DSS</u></a>	<i>Lock Hardware</i>	<i>25 years</i>
<a href="#"><u>AtHoc (Desktop Alerts, System Integrations)</u></a>	<i>Emergency Communication</i>	<i>7 years</i>
<a href="#"><u>Automatic Control Systems</u></a>	<i>Turnstiles/Optical Portals</i>	<i>25 years</i>
<a href="#"><u>Axis Communications</u></a>	<i>Wireless CCTV -IP Network Cameras, Network Video Recording</i>	<i>12 years</i>
<a href="#"><u>Bosch Security Systems</u></a>	<i>CCTV Systems, Intrusion, Analog Video, Digital Video Recording, Sensors</i>	<i>30 years</i>
<a href="#"><u>Code Blue</u></a>	<i>Emergency Communications</i>	<i>15 years</i>
<a href="#"><u>Commend</u></a>	<i>Emergency Communications</i>	<i>9years</i>
<a href="#"><u>Cooper Notification - WAVES</u></a>	<i>Outdoor Wireless Large Speaker Array Voice Systems - Indoor Voice Systems - Text Messaging Subscription Services, Emergency Communications</i>	<i>9 years</i>
<a href="#"><u>Dell</u></a>	<i>Video Storage</i>	<i>9 years</i>
<a href="#"><u>Digital Security Controls</u></a>	<i>Intrusion Control Panels, Sensors</i>	<i>13 years</i>
<a href="#"><u>DVTel</u></a>	<i>CCTV – Network Video Recording,</i>	<i>9 years</i>
<a href="#"><u>Dynalock</u></a>	<i>Electromagnetic Locks. Lock Hardware</i>	<i>30 years</i>
<a href="#"><u>ExacqVision</u></a>	<i>Network Video Management Systems</i>	<i>11 years</i>
<a href="#"><u>Fargo</u></a>	<i>ID / Access Badge Printers</i>	<i>30 years</i>
<a href="#"><u>Firetide</u></a>	<i>Wireless Mesh Network</i>	<i>9 years</i>
<a href="#"><u>FLIR (Thermal Imaging)</u></a>	<i>IP Network Cameras</i>	<i>17 years</i>
<a href="#"><u>Genetec</u></a>	<i>Digital Video Surveillance Systems</i>	<i>10 years</i>
<a href="#"><u>HES (Strikes)</u></a>	<i>Lock Hardware</i>	<i>25 years</i>
<a href="#"><u>Hewlett Packard via Burgess Computer Decisions</u></a>	<i>Video Storage</i>	<i>7 years</i>
<a href="#"><u>HID Corp.</u></a>	<i>Readers and Access Cards</i>	<i>32 years</i>



5/22/2017

<b>Company</b>	<b>Products</b>	<b>Time Represented (as of 2/2016)</b>
<a href="#"><u>Inova Solutions</u></a>	<i>Emergency Communication</i>	10 years
<a href="#"><u>Interlogix - International Fiber Systems</u></a>	<i>Fiber Optic Transmission</i>	30 years
<a href="#"><u>Intransa</u></a>	<i>Video Storage</i>	9 years
<a href="#"><u>IQInvision#</u></a>	<i>IP Network Cameras</i>	7years
<a href="#"><u>Kantech</u></a>	<i>Integrated Security Systems</i>	13 years
<a href="#"><u>Keyscan (Canada Only)</u></a>	<i>Integrated Security Systems</i>	13 years
<a href="#"><u>LI Identity Solutions</u></a>	<i>Fingerprints</i>	10 years
<a href="#"><u>Lenel Systems International (JCI Merger)</u></a>	<i>Integrated Security Systems</i>	1 years
<a href="#"><u>Mate Intelligent Video</u></a>	<i>Video Analytics</i>	10 years
<a href="#"><u>Middle Atlantic Products</u></a>	<i>Vertical Racking and Consoles</i>	15 years
<a href="#"><u>Milestone</u></a>	<i>CCTV – Network Video Recording</i>	9 years
<a href="#"><u>OnSSI</u></a>	<i>Digital Video Management</i>	9 years
<a href="#"><u>Pelco</u></a>	<i>CCTV – Network Video Recording, Fiber Optic Transmission, Analog Video, Digital Video Recording</i>	30 years
<a href="#"><u>Pivot 3</u></a>	<i>Video Storage</i>	7 years
<a href="#"><u>S2 Security Systems</u></a>	<i>Access Control, Alarm Monitoring, Video Surveillance, and Temperature Monitoring</i>	10 years
<a href="#"><u>Salient Systems</u></a>	<i>Network Video Management Systems</i>	7 years
<a href="#"><u>Schneider Electric (Continuum)</u></a>	<i>Access Control Platforms and Pelco CCTV</i>	19 years
<a href="#"><u>Securitron</u></a>	<i>Lock Hardware</i>	25 years
<a href="#"><u>Sielox</u></a>	<i>Security Software</i>	25 years
<a href="#"><u>Software House</u></a>	<i>Integrated Security Systems</i>	13 years
<a href="#"><u>Sony</u></a>	<i>CCTV Systems, Network Video Recording</i>	13 years
<a href="#"><u>Talk-A-Phone</u></a>	<i>Emergency Communications</i>	15 years
<a href="#"><u>Tomsed</u></a>	<i>Turnstiles/Optical Portals</i>	10 years
<a href="#"><u>Ultra MagiCard/ Ultra Electronics</u></a>	<i>ID / Access Badge Printers</i>	25 years
<a href="#"><u>UTC Fire and Security - Facility Commander Wnx</u></a>	<i>Access Control Platforms</i>	13 years
<a href="#"><u>UTC Sentrol</u></a>	<i>Sensors</i>	25 years
<a href="#"><u>Vicon</u></a>	<i>CCTV – Network Video Recording, Analog Video, Digital Video Recording, Network Video Recording</i>	10 years
<a href="#"><u>VideoIQ#</u></a>	<i>IP Network Cameras</i>	7 years
<a href="#"><u>Winsted</u></a>	<i>Vertical Racking and Consoles</i>	25 years

State	District Office	Agency	Vendor Name	Licenseid
AK	Anchorage AK (449)	Alaska State	State of Alaska	28439
AK	Anchorage AK (449)	Alaska State	State of Alaska	288442
AK	Anchorage AK (449)	Anchorage	Municipal Clerk's Off City of Anchorage	0295
AK	Anchorage AK (449)	Bethel	City of Bethel	9526
AK	Anchorage AK (449)	Cordova	City of Cordova	1023
AK	Anchorage AK (449)	Dillingham	City of Dillingham	1574
AK	Anchorage AK (449)	Haines Borough	Haines Borough, Alaska	1328
AK	Anchorage AK (449)	Juneau	City & County of Juneau	Juneau
AK	Anchorage AK (449)	Matanuska-Susitna	Matanuska- Susitna Borough	13531
AK	Anchorage AK (449)	Nome	City of Nome	10297
AK	Anchorage AK (449)	Palmer	City of Palmer	5287
AK	Anchorage AK (449)	Saint Paul	City of Saint Paul	Saint Paul
AK	Anchorage AK (449)	Seward	City of Seward	3527
AK	Anchorage AK (449)	Skagway	Municipality of Skagway	14072 SIMP-G
AK	Anchorage AK (449)	Unalaska	City of Unalaska	1904
AK	Anchorage AK (449)	Valdez	City of Valdez	259
AK	Anchorage AK (449)	Wasilla	City of Wasilla	14 00004669
AK	Fairbanks AK (415)	North Pole	City of North Pole	2237
AK	Fairbanks AK (415)	Sitka	City & Borough of Sitka	Sitka
AL	Birmingham AL (Irondale - 205)	Addison AL	Town of Addison	238990
AL	Birmingham AL (Irondale - 205)	Alabama State	AESBL	13-104
AL	Birmingham AL (Irondale - 205)	Alabama State	AL Dept of Insurance	3671
AL	Birmingham AL (Irondale - 205)	Alabama State	AL Dept of Insurance	A-0211
AL	Birmingham AL (Irondale - 205)	Alabama State	Alabama Dept of Insurance	0008
AL	Birmingham AL (Irondale - 205)	Alabama State	Lic Board for General Cont.	28259
AL	Birmingham AL (Irondale - 205)	Arley	RDS TaxTrust Acct/Town of Arley,AL	9642002843
AL	Birmingham AL (Irondale - 205)	Beaverton AL	RDSTaxTrus t Acct/Town of	9756001425
AL	Birmingham AL (Irondale - 205)	Berry	Beaverton,AL Town of Berry	20140026
AL	Birmingham AL (Irondale - 205)	Bridgeport	RDS TaxTrust Acct/City of Bridgeport	9411005741
AL	Birmingham AL (Irondale - 205)	Butler, AL	RDSTax Trust Acct/Town of Butler,AL	APL ButlerTown

AL	Birmingham AL (Irondale - 205)	Calera	City of Calera	0002185
AL	Birmingham AL (Irondale - 205)	Calhoun	Barry E. Robertson, Commissioner of Licenses	1759
AL	Birmingham AL (Irondale - 205)	Camden	RDS TaxTrust Acct/Town of Camden AL	APL Camden
AL	Birmingham AL (Irondale - 205)	Carrollton	Town of Carrollton	6878
AL	Birmingham AL (Irondale - 205)	Centre	City of Centre	2014-686
AL	Birmingham AL (Irondale - 205)	Chelsea	RDS TaxTrust Acct/City of Chelsea, AL	9158009286
AL	Birmingham AL (Irondale - 205)	Clanton	City of Clanton	317209
AL	Birmingham AL (Irondale - 205)	Cleveland	Tax Trust Account Alatax	9496001644
AL	Birmingham AL (Irondale - 205)	Columbiana	City of Columbiana	14155
AL	Birmingham AL (Irondale - 205)	Cottonwood AL	RDSTax Trust Acct/Cottonwood Town	APL Cottonwood
AL	Birmingham AL (Irondale - 205)	Cuba	Tax Trust Account	9712000054
AL	Birmingham AL (Irondale - 205)	Demopolis	City of Demopolis	01102
AL	Birmingham AL (Irondale - 205)	Douglas	Tax Trust Account Alatax	9646001035
AL	Birmingham AL (Irondale - 205)	Eclectic	Tax Trust Account Alatax	9395002813
AL	Birmingham AL (Irondale - 205)	Enterprise	City of Enterprise	ID # 2839
AL	Birmingham AL (Irondale - 205)	Fayette	City of Fayette	291
AL	Birmingham AL (Irondale - 205)	Fort Payne	City of Fort Payne	2434
AL	Birmingham AL (Irondale - 205)	Fultondale	RDSTax Trust Acct/City of Fultondale AL	APL Fultondale
AL	Birmingham AL (Irondale - 205)	Glencoe	City of Glencoe	2014-28
AL	Birmingham AL (Irondale - 205)	Gordo	Gordo, Town of	9393001190
AL	Birmingham AL (Irondale - 205)	Gurley	Tax Trust Account/Tpwn of Gurley	9480004939
AL	Birmingham AL (Irondale - 205)	Haleyville	RDSTax Trust Acct/Haleyville, AL	9000005205
AL	Birmingham AL (Irondale - 205)	Hamilton	RDS TaxTrust Acct/City of Hamilton	9359015127
AL	Birmingham AL (Irondale - 205)	Hanceville	City of Hanceville	919

AL	Birmingham AL (Irondale - 205)	Heflin	City of Heflin	0033
AL	Birmingham AL (Irondale - 205)	Hoover	City of Hoover	14-00101908
AL	Birmingham AL (Irondale - 205)	Jasper	City of Jasper	Jasper
AL	Birmingham AL (Irondale - 205)	Jefferson County	Travis A. Hulsey, Director	09007229
AL	Birmingham AL (Irondale - 205)	LaFayette	City of LaFayette	15095
AL	Birmingham AL (Irondale - 205)	Leeds	City of Leeds	4872
AL	Birmingham AL (Irondale - 205)	Linden	City of Linden	3959/7877
AL	Birmingham AL (Irondale - 205)	Lineville	City of Lineville	1246
AL	Birmingham AL (Irondale - 205)	Littleville	Town of Littleville	2013000340
AL	Birmingham AL (Irondale - 205)	Livingston	Tax Trust Account - City of Livingston	Livingston
AL	Birmingham AL (Irondale - 205)	Locust Fork	Town of Locust Fork	14-7290
AL	Birmingham AL (Irondale - 205)	Maplesville	RDSTax Trust Acct/Maplesville Town,AL	APL Maplesville
AL	Birmingham AL (Irondale - 205)	Midfield	RDSTax Trust Acct/City of Midfield	9375004036
AL	Birmingham AL (Irondale - 205)	Millport	Town of Millport	9100000460
AL	Birmingham AL (Irondale - 205)	Montevallo	City of Montevallo	1330-1
AL	Birmingham AL (Irondale - 205)	Montgomery AL	City of Montgomery Fire/Rescue Dept.	APL ALRM Monitoring
AL	Birmingham AL (Irondale - 205)	Montgomery AL	City of Montgomery Fire/Rescue Dept.	APL FA Contractor
AL	Birmingham AL (Irondale - 205)	Montgomery AL	City of Montgomery Fire/Rescue Dept.	APL SPKLR
AL	Birmingham AL (Irondale - 205)	Moody	City of Moody	ID 2432
AL	Birmingham AL (Irondale - 205)	Moundville	City of Moundville	2014-2095
AL	Birmingham AL (Irondale - 205)	Mount Vernon	Town of Mount Vernon	New-Gross
AL	Birmingham AL (Irondale - 205)	Mountain Brook	City of Mountain Brook	200801721
AL	Birmingham AL (Irondale - 205)	Muscle Shoals	City of Muscle Shoals	2014000001015
AL	Birmingham AL (Irondale - 205)	Nauvoo	Town of Nauvoo	NAUVOO
AL	Birmingham AL (Irondale - 205)	New Hope	City of New Hope	20090000045
AL	Birmingham AL (Irondale - 205)	Odenville	City of Odenville	2014-4927

AL	Birmingham AL (Irondale - 205)	Opelika	City of Opelika	14-00019629
AL	Birmingham AL (Irondale - 205)	Oxford	Oxford	000849
AL	Birmingham AL (Irondale - 205)	Pelham	City of Pelham	87348
AL	Birmingham AL (Irondale - 205)	Ragland	RDSTax Trust Acct/Town of Ragland	9310002303
AL	Birmingham AL (Irondale - 205)	Red Bay	City of Red Bay	5513
AL	Birmingham AL (Irondale - 205)	Reform	RDSTaxTrust Acct/City of Reform	9345001428
AL	Birmingham AL (Irondale - 205)	Sand Rock	RDS Tax Trust Acct/Town of Sand Rock, AL	9738002881
AL	Birmingham AL (Irondale - 205)	St. Clair County	St. Clair County	93100
AL	Birmingham AL (Irondale - 205)	Steele	RDSTax Trust Acct/Town of Steele	9639004802
AL	Birmingham AL (Irondale - 205)	Stevenson	RDSTax Trust Acct/City of Stevenson,AL	9447007638
AL	Birmingham AL (Irondale - 205)	Sulligent	Sulligent, Town of	9392000843
AL	Birmingham AL (Irondale - 205)	Tallassee	City of Tallassee	23937
AL	Birmingham AL (Irondale - 205)	Union Springs	RDSTax Trust Acct/Union Springs, AL	9450007462/94500 07494
AL	Birmingham AL (Irondale - 205)	Valley	City of Valley	2014-108
AL	Birmingham AL (Irondale - 205)	Vance	RDSTax Trust Acct/Vance, AL	9750003005
AL	Birmingham AL (Irondale - 205)	Vernon	Tax Trust Account	9331000829
AL	Birmingham AL (Irondale - 205)	Vestavia Hills	City of Vestavia Hills	01362
AL	Birmingham AL (Irondale - 205)	Vina	RDSTax Trust Acct/Town of Vina, AL	9484002217
AL	Birmingham AL (Irondale - 205)	Vincent	RDSTax Trust Acct/Vincent Town of	9378005344
AL	Birmingham AL (Irondale - 205)	Warrior	Warrior, City of	9337007668
AL	Birmingham AL (Irondale - 205)	Wedowee	Wedowee, Town of	9374002131
AL	Birmingham AL (Irondale - 205)	York	RDSTax Trust Acct/City of York	APL 11-22-11
AL	Birmingham AL (Irondale - 207)	Sheffield	City of Sheffield	Sheffield
AL	Chattanooga TN (288)	Alabama State	State of Alabama - Dept. of Insurance	A-0217
AL	Chattanooga TN (288)	Crossville	RDSTax Trust Acct/Town of Crossville	9669006014

AL	Criminal Justice Oper Center (Prattville - 598)	Prattville	City of Prattville	00011875
AL	Huntsville AL (Madison - 205)	Arab	Arab	GROSS-9448006133
AL	Huntsville AL (Madison - 205)	Gadsden	City of Gadsden	18752-00
AL	Huntsville AL (Madison - 205)	Hartselle	Hartselle	Hartselle
AL	Huntsville AL (Madison - 205)	Killen	Town of Killen	APL-Town of Killen
AL	Huntsville AL (Madison - 205)	Madison	City of Madison	APPL MADISON CITY
AL	Huntsville AL (Madison - 205)	Madison	CITY OF MADISON	GROSS LIC Madison
AL	Huntsville AL (Madison - 205)	Phenix City	City of Phenix City	1630
AL	Huntsville AL (Madison - 205)	Priceville	Town of Priceville	4852
AL	Huntsville AL (Madison - 205)	Rainsville	City of Rainsville	2014-800
AL	Huntsville AL (Madison - 207)	Alabama State	AESBL	13-000723
AL	Huntsville AL (Madison - 207)	Albertville	City of Albertville	27657
AL	Huntsville AL (Madison - 207)	Athens	City of Athens	0628
AL	Huntsville AL (Madison - 207)	Boaz	City of Boaz	2921
AL	Huntsville AL (Madison - 207)	Florence	Florence AL	75789
AL	Huntsville AL (Madison - 207)	Henagar	City of Henagar	2014-128
AL	Huntsville AL (Madison - 207)	Leesburg	RDSTax Trust Acct/City of Leesburg	9725003751
AL	Huntsville AL (Madison - 207)	Scottsboro	City of Scottsboro	0210020
AL	Mobile AL (222)	Alabama State	AESBL	15-417
AL	Mobile AL (222)	Alabama State	State of Alabama Fire Marshal Fund	3557
AL	Mobile AL (222)	Alabama State	State of Alabama Fire Marshal' Office	A-0198
AL	Mobile AL (222)	Andalusia	City of Andalusia	GROSS-9631003988
AL	Mobile AL (222)	Atmore	City of Atmore	GROSS-20140000406
AL	Mobile AL (222)	Baldwin County	Baldwin County - Judge of Probate	0051819
AL	Mobile AL (222)	Bay Minette	City of Bay Minette	2014-18578
AL	Mobile AL (222)	Bayou La Batre	City of Bayou La Batre	GROSS-2004-513
AL	Mobile AL (222)	Brewton	City of Brewton	2014-262
AL	Mobile AL (222)	Brundidge	City of Brundidge	2014-6476

AL	Mobile AL (222)	Chatom	Town of Chatom	23
AL	Mobile AL (222)	Chickasaw	RDSTax Trust Acct /City of Chickasaw	RDS ID 9437007483
AL	Mobile AL (222)	Creola	RDSTax Trust Acct/City of Creola,AL	9737004287
AL	Mobile AL (222)	Daphne	City of Daphne - Fire Marshal	807348
AL	Mobile AL (222)	Daphne	Revenue Division	20042202
AL	Mobile AL (222)	Dauphin Island	Business License Dept	20040219
AL	Mobile AL (222)	East Brewton	City of East Brewton	20100000001518
AL	Mobile AL (222)	Eufaula	City of Eufaula	2004-177
AL	Mobile AL (222)	Evergreen	City of Evergreen	140000143
AL	Mobile AL (222)	Fairhope	City of Fairhope	42173
AL	Mobile AL (222)	Flomaton	Town of Flomaton	9723005320
AL	Mobile AL (222)	Floral	RDSTax Trust Acct/City of Floral,AL	9624006366
AL	Mobile AL (222)	Foley	PO Drawer 400	07423
AL	Mobile AL (222)	Frisco AL	RDS TaxTrust Acct/City of Frisco	9394003399
AL	Mobile AL (222)	Grove Hill	RDSTax Trust Acct/Town of Grove Hill	9673000308
AL	Mobile AL (222)	Guin	RDSTax Trust Acct/City of Guin	9024006308
AL	Mobile AL (222)	Gulf Shores	City of Gulf Shores	2012003065
AL	Mobile AL (222)	Jackson	City of Jackson	0000009965
AL	Mobile AL (222)	Loxley	RDSTax Trust Acct/Town of Loxley,AL	9330007888
AL	Mobile AL (222)	Midland	RDS TaxTrust Acct/Town of Midland	9499005065
AL	Mobile AL (222)	Mobile	City of Mobile Fire-Rescue Department	Fire Prevent
AL	Mobile AL (222)	Mobile	City of Mobile Revenue Dept.	061535
AL	Mobile AL (222)	Mobile County	Mobile County License Commissioner	2011-004643
AL	Mobile AL (222)	Mobile County	Mobile County License Commissioner	2014-004861
AL	Mobile AL (222)	Monroeville	City of Monroeville	24945
AL	Mobile AL (222)	Orange Beach	City of Orange Beach	2012-4058
AL	Mobile AL (222)	Ozark	City of Ozark AL	2014-1279
AL	Mobile AL (222)	Robertsdale	City of Robertsdale	200400349
AL	Mobile AL (222)	Saraland	City of Saraland	238158
AL	Mobile AL (222)	Silverhill	RDSTax Trust Acct/Town of Silverhill	9670003964
AL	Mobile AL (222)	Spanish Fort	City of Spanish Fort	2009-15788
AL	Mobile AL (222)	Summerdale	City of Summerdale	2011308

AL	Mobile AL (222)	Thomasville	City of Thomasville	166
AL	Mobile AL (222)	Uniontown	RDSTax Trust Acct/City of Uniontown	9347002427
AL	Montgomery AL (205)	Alabama State	AESBL	11-681
AL	Montgomery AL (205)	Ariton	RDS TaxTrust Acct Town of Ariton, AL	APL-Town of Ariton
AL	Montgomery AL (205)	Ashford	RDS TaxTrust Acct/City of Ashford,AL	9342005717
AL	Montgomery AL (205)	Chambers	Judge of Probate	423
AL	Montgomery AL (205)	Dothan	City of Dothan	543
AL	Montgomery AL (205)	Elba	City of Elba	5007
AL	Montgomery AL (205)	Elmore	RDSTax Trust Acct/Town of Elmore,AL	09116005856
AL	Montgomery AL (205)	Headland	City of Headland	460
AL	Montgomery AL (205)	Luverne	City of Luverne	1352
AL	Montgomery AL (205)	Montgomery	City of Montgomery	13264
AL	Montgomery AL (205)	Shorter	Shorter, Town of	9702001848
AL	Montgomery AL (205)	Smiths Station	Smiths Station	08-1368
AL	Montgomery AL (205)	Troy	City of Troy	APPL TROY
AL	San Francisco CA (Livermore - 417)	Skyline	Town of Skyline	09-055
AR	Little Rock AR (270)	Arkansas State	AR Board or Private Investig.	E 92 011-Permanent
AR	Little Rock AR (270)	Arkansas State	Arkansas Fire Protection Licensing Board	FSS-001
AR	Little Rock AR (270)	Arkansas State	Contractors Licensing Board	0126700115
AR	Little Rock AR (270)	Arkansas State	Fire Protection Licensing	PF-095
AR	Little Rock AR (270)	White Hall	City of White Hall	White Hall
AR	Memphis TN (235)	West Memphis	City of West Memphis	5925
AZ	Las Vegas NV (435)	Bullhead City	City of Bullhead City	500154
AZ	Las Vegas NV (435)	Kingman	City of Kingman	APPL-City of Kingman
AZ	Phoenix AZ (445)	Apache Junction	City of Apache Junction	61-601559
AZ	Phoenix AZ (445)	Arizona	State of Arizona Board of Technical Registration	NEW_AZ ALARM



AZ	Phoenix AZ (445)	Arizona State	Arizona Registrar of Contractors	ROC178736
AZ	Phoenix AZ (445)	Arizona State	Arizona Registrar of Contractors	ROC192107
AZ	Phoenix AZ (445)	Arizona State	Arizona State	11781-0
AZ	Phoenix AZ (445)	Arizona State	State of Arizona Board of Technical Registration	11781-2
AZ	Phoenix AZ (445)	Avondale	City of Avondale	20963
AZ	Phoenix AZ (445)	Buckeye	Town of Buckeye	1953
AZ	Phoenix AZ (445)	Chandler	City of Chandler	15610
AZ	Phoenix AZ (445)	Chandler	City of Chandler, Fire Department	APL Chandler
AZ	Phoenix AZ (445)	Colorado River Indian Tri	C.R.I.T. Dept of Revenue & Finance	00676
AZ	Phoenix AZ (445)	Colorado River Indian Tri	C.R.I.T. Gaming Agency	V-0300
AZ	Phoenix AZ (445)	Cottonwood AZ	City of Cottonwood	14-0453
AZ	Phoenix AZ (445)	El Mirage	City of Mirage	12907
AZ	Phoenix AZ (445)	Eloy	City of Eloy	935
AZ	Phoenix AZ (445)	Florence	Town of Florence, Town's Clerk Office	7351
AZ	Phoenix AZ (445)	Fountain Hills	Town of Fountain Hills	177
AZ	Phoenix AZ (445)	Gila Bend	Town of Gila Bend	C-275-2015
AZ	Phoenix AZ (445)	Gila River Indian Comm	Gila River Indian Community	16247
AZ	Phoenix AZ (445)	Glendale	City of Glendale	100021661
AZ	Phoenix AZ (445)	Goodyear	City of Goodyear	14-00004971
AZ	Phoenix AZ (445)	Lake Havasu City	Lake Havasu City	14-00027330
AZ	Phoenix AZ (445)	Litchfield Park	City of Litchfield Park	1512
AZ	Phoenix AZ (445)	Maricopa	Maricopa County Air Quality Dept.	SC0804548
AZ	Phoenix AZ (445)	Mesa	City of Mesa	00206157
AZ	Phoenix AZ (445)	Mesa	City of Mesa	R000458
AZ	Phoenix AZ (445)	Paradise Valley	Town of Paradise Valley	1021
AZ	Phoenix AZ (445)	Peoria	City of Peoria	3636
AZ	Phoenix AZ (445)	Peoria	City of Peoria Fire Department	13-0022
AZ	Phoenix AZ (445)	Phoenix	City of Phoenix	F171 1000607
AZ	Phoenix AZ (445)	Phoenix	City of Phoenix	F171-0706542
AZ	Phoenix AZ (445)	Queen Creek	Town of Queen Creek	696
AZ	Phoenix AZ (445)	Salt River Pima Maricopa	SRPMIC - Economic Development Div.	BL-7672
AZ	Phoenix AZ (445)	Scottsdale	City of Scottsdale	0894234
AZ	Phoenix AZ (445)	Scottsdale	City of Scottsdale	1053278
AZ	Phoenix AZ (445)	Scottsdale	Salt River Pima Maricopa Indian Community	APL SRPMIC
AZ	Phoenix AZ (445)	Sedona	City of Sedona	BL-000561
AZ	Phoenix AZ (445)	Surprise	City of Surprise	1002345

AZ	Phoenix AZ (445)	Tolleson	City of Tolleson	0000000785
AZ	San Diego CA (480)	Quechan Indian Tribe	Quechan Indian Tribe	QUEIN
AZ	San Diego CA (480)	Quechan Indian Tribe	Quechan Indian Tribe	VL-0393
AZ	San Diego CA (480)	Yuma	City of Yuma	CNTR-002709-02-2014
AZ	Tucson AZ (446)	Arizona	State of Arizona Board of Technical Registration	11781-1
AZ	Tucson AZ (446)	Benson	City of Benson	4139
AZ	Tucson AZ (446)	Casa Grande	City of Casa Grande	BL-14-54606
AZ	Tucson AZ (446)	Marana	Town of Marana	129225
AZ	Tucson AZ (446)	Nogales	City of Nogales	06246
AZ	Tucson AZ (446)	Nogales	City of Nogales	99644
AZ	Tucson AZ (446)	Oro Valley	Town of Oro Valley	TOV0400355
AZ	Tucson AZ (446)	Sahuarita	Town of Sahuarita	L-15-01921
AZ	Tucson AZ (446)	Sierra Vista	City of Sierra Vista	6365
AZ	Tucson AZ (446)	Tucson	City of Tucson	0166867-permanent
AZ	Tucson AZ (446)	Tucson	City of Tucson	0171833
CA	Fontana CA (Rancho Cucamonga - 436)	Banning	City of Banning	019838
CA	Fontana CA (Rancho Cucamonga - 436)	Big Bear Lake	City of Big Bear Lake	00028653
CA	Fontana CA (Rancho Cucamonga - 436)	Corona	City of Corona	618226
CA	Fontana CA (Rancho Cucamonga - 436)	Desert Hot Springs	City of Desert Hot Springs	5803
CA	Fontana CA (Rancho Cucamonga - 436)	Fontana	Fontana	021176
CA	Fontana CA (Rancho Cucamonga - 436)	Hesperia	City of Hesperia	11205
CA	Fontana CA (Rancho Cucamonga - 436)	Indio	City of Indio	INDIO
CA	Fontana CA (Rancho Cucamonga - 436)	Jurupa Valley	City of Jurupa Valley	1492
CA	Fontana CA (Rancho Cucamonga - 436)	Lake Elsinore	City of Lake Elsinore	015772
CA	Fontana CA (Rancho Cucamonga - 436)	Norco	City of Norco	011052
CA	Fontana CA (Rancho Cucamonga - 436)	Ontario	City of Ontario	BL00019692

CA	Fontana CA (Rancho Cucamonga - 436)	Palm Desert	City of Palm Desert	13-00026688
CA	Fontana CA (Rancho Cucamonga - 436)	Palm Springs	City of Palm Springs	20002779
CA	Fontana CA (Rancho Cucamonga - 436)	Perris	City of Perris	10320
CA	Fontana CA (Rancho Cucamonga - 436)	Rancho Cucamonga	City of Rancho Cucamonga	040843
CA	Fontana CA (Rancho Cucamonga - 436)	Rancho Mirage	City of Rancho Mirage	201804
CA	Fontana CA (Rancho Cucamonga - 436)	Redlands	City of Redlands	0714910
CA	Fontana CA (Rancho Cucamonga - 436)	Rialto	City of Rialto	411091
CA	Fontana CA (Rancho Cucamonga - 436)	Riverside	City of Riverside	BL00107952
CA	Fontana CA (Rancho Cucamonga - 436)	Riverside	County of Riverside	040612
CA	Fontana CA (Rancho Cucamonga - 436)	Temecula	City of Temecula	025574
CA	Fontana CA (Rancho Cucamonga - 436)	Twenty-Nine Palms	Twenty-Nine Palms Gaming Commission	VNGL-0624
CA	Fontana CA (Rancho Cucamonga - 436)	Upland	City of Upland	20545
CA	Fontana CA (Rancho Cucamonga - 436)	Victorville	City of Victorville	BSL05-02030
CA	Fontana CA (Rancho Cucamonga - 436)	Yucaipa	City of Yucaipa	11745
CA	Fresno CA (413)	Atwater	City of Atwater C/O Muniservices	50662
CA	Fresno CA (413)	Avenal	City of Avenal	APL-City of Avenal
CA	Fresno CA (413)	Bakersfield	City of Bakersfield	GROSS-09 00063637
CA	Fresno CA (413)	California State	CDF/Office of the State Fire Marshal	2067-A
CA	Fresno CA (413)	Clovis	City Hall	BL29879
CA	Fresno CA (413)	Coalinga	City of Coalinga	10638
CA	Fresno CA (413)	Corcoran	City of Corcoran	10572
CA	Fresno CA (413)	Delano	City of Delano	0000003124
CA	Fresno CA (413)	Dinuba	City of Dinuba	15-00003056

CA	Fresno CA (413)	El Paso de Robles	City of EL Paso de Robles	05426
CA	Fresno CA (413)	Exeter CA	City of Exeter	2335
CA	Fresno CA (413)	Firebaugh	City of Firebaugh	3199
CA	Fresno CA (413)	Fresno	City of Fresno	170876
CA	Fresno CA (413)	Gustine	City of Gustine	BL0121
CA	Fresno CA (413)	Hanford	City of Hanford	27660
CA	Fresno CA (413)	Kerman	City of Kerman	14-2056
CA	Fresno CA (413)	Kingsburg	City of Kingsburg	1044
CA	Fresno CA (413)	Lemoore	City of Lemoore	4704
CA	Fresno CA (413)	Los Banos	City of Los Banos	LB-4792
CA	Fresno CA (413)	Madera	City of Madera	00008473-7
CA	Fresno CA (413)	Madera	County of Madera	B0103627
CA	Fresno CA (413)	Merced	678 W. 18th Street	7532
CA	Fresno CA (413)	Merced	Merced County	BL-13-1583
CA	Fresno CA (413)	Pacific Grove	City of Pacific Grove	9994006893
CA	Fresno CA (413)	Porterville	City of Porterville	9304
CA	Fresno CA (413)	Reedley	City of Reedley	SIMZ004-BL
CA	Fresno CA (413)	Salinas	City of Salinas	42702
CA	Fresno CA (413)	San Joaquin	City of San Joaquin	216
CA	Fresno CA (413)	San Luis Obispo	City of San Luis Obispo	12013
CA	Fresno CA (413)	Sanger	City of Sanger	802591 City
CA	Fresno CA (413)	Santa Maria	City of Santa Maria	22020
CA	Fresno CA (413)	Selma	City of Selma	4016
CA	Fresno CA (413)	Tehachapi	City of Tehachapi	014398
CA	Fresno CA (413)	Tulare	City of Tulare	17364
CA	Fresno CA (413)	Visalia	City of Visalia	BL039989
CA	Fresno CA (413)	Woodlake CA	City of Woodlake	1102
CA	Las Vegas NV (435)	Las Vegas	City of Las Vegas	C-25-01125-5-010297
CA	Las Vegas NV (435)	Nevada State	State Of Nevada	APPL-NV Dept of Agricult
CA	Los Angeles CA (Glendale - 434)	Baldwin Park	City of Baldwin Park	961007
CA	Los Angeles CA (Glendale - 434)	Beverly Hills	City of Beverly Hills	A0037604
CA	Los Angeles CA (Glendale - 434)	California State	California State Board of Equalization	042-127762
CA	Los Angeles CA (Glendale - 434)	Goleta	City of Goleta	13801
CA	Los Angeles CA (Glendale - 434)	Lancaster	City of Lancaster	06000903
CA	Los Angeles CA (Glendale - 434)	Lompoc	City of Lompoc	001735
CA	Los Angeles CA (Glendale - 434)	Oxnard	City of Oxnard	11-00066454
CA	Los Angeles CA (Glendale - 434)	Pico Rivera	City of Pico Rivera	35624

CA	Los Angeles CA (Glendale - 434)	San Buenaventura	City of San Buenaventura	012920 4
CA	Los Angeles CA (Glendale - 434)	San Fernando	City of San Fernando	69774
CA	Los Angeles CA (Glendale - 434)	Santa Maria	City of Santa Maria	23321
CA	Los Angeles CA (Glendale - 434)	Santa Paula	City of Santa Paula	54147
CA	Los Angeles CA (Glendale - 434)	Simi Valley	City of Simi Valley	6715 01
CA	Orange CA (432)	Alhambra	Alhambra, City of	GROSS-724117
CA	Orange CA (432)	Artesia	City of Artesia	1971
CA	Orange CA (432)	Cerritos	City of Cerritos	6025
CA	Orange CA (432)	City of Claremont	City of Claremont	00014429
CA	Orange CA (432)	Commerce	City of Commerce	204094
CA	Orange CA (432)	Culver City	City of Culver City	054300
CA	Orange CA (432)	Cypress	City of Cypress	O-038631-L
CA	Orange CA (432)	El Monte	City of El Monte	23578
CA	Orange CA (432)	Garden Grove	City of Garden Grove	242490
CA	Orange CA (432)	Gardena	City of Gardena	APPL-City of Gardena
CA	Reno NV (Sparks - 454)	Mammoth Lakes	Mammoth Lakes, Town of	1332
CA	Reno NV (Sparks - 454)	Placer	County of Placer	91415
CA	Reno NV (Sparks - 454)	Susanville	City of Susanville	Susanville
CA	Sacramento CA (455)	Calaveras	Calaveras County Tax Collector Treasurer	13363
CA	Sacramento CA (455)	California State	California State Board of Equalization	1342478
CA	Sacramento CA (455)	California State	CDF/Office of the State Fire Marshal	E-2058
CA	Sacramento CA (455)	Chico	City of Chico	27571
CA	Sacramento CA (455)	Colusa	City of Colusa	0000002244
CA	Sacramento CA (455)	Corning	City of Corning	0000002136
CA	Sacramento CA (455)	El Dorado County	County of El Dorado	2001-027245
CA	Sacramento CA (455)	Galt	City of Galt	11-00002464
CA	Sacramento CA (455)	Grass Valley	City of Grass Valley	10463
CA	Sacramento CA (455)	Gridley	City of Gridley	474
CA	Sacramento CA (455)	Jackson	City of Jackson	00003481
CA	Sacramento CA (455)	Lincoln	City of Lincoln	3045
CA	Sacramento CA (455)	Live Oak	City of Live Oak	00318

CA	Sacramento CA (455)	Lodi	City of Lodi	11033
CA	Sacramento CA (455)	Marysville	City of Marysville	001286
CA	Sacramento CA (455)	Orland	City of Orland	BL-2014-106
CA	Sacramento CA (455)	Oroville	City of Oroville	6737
CA	Sacramento CA (455)	Placer	County of Placer	91372
CA	Sacramento CA (455)	Placerville	City of Placerville	14-00011683
CA	Sacramento CA (455)	Redding	City of Redding	11993
CA	Sacramento CA (455)	Redding	City of Redding	16022
CA	Sacramento CA (455)	Rocklin	City of Rocklin	002852
CA	Sacramento CA (455)	Roseville	City of Roseville	023107
CA	Sacramento CA (455)	Stockton	City of Stockton	05-67906
CA	Sacramento CA (455)	Suisun City	Suisun City	20448
CA	Sacramento CA (455)	Susanville	City of Susanville	20815
CA	Sacramento CA (455)	Vacaville	City of Vacaville	014722
CA	Sacramento CA (455)	West Sacramento	City of West Sacramento	16656
CA	Sacramento CA (455)	Williams	City of Williams	0000000758
CA	Sacramento CA (455)	Willows	City of Willows	0000001488
CA	Sacramento CA (455)	Woodland	City of Woodland	BL-003693
CA	Sacramento CA (455)	Yolo	Yolo County	3933
CA	Sacramento CA (455)	Yuba	City of Yuba City	62307
CA	San Diego CA (480)	Calexico	City of Calexico	141257
CA	San Diego CA (480)	California	Bureau of Security & Investigative Services	ACQ 5335
CA	San Diego CA (480)	California State	Bureau of Security & Investigative Services	ACO 5858
CA	San Diego CA (480)	California State	CDF/OFFICE OF THE STATE FIRE MARSHALL	E-2022
CA	San Diego CA (480)	Carlsbad	City of Carlsbad	1212223
CA	San Diego CA (480)	Chula Vista	City of Chula Vista	055251
CA	San Diego CA (480)	Coronado	City of Coronado	004936
CA	San Diego CA (480)	El Cajon	City of El Cajon	0010057
CA	San Diego CA (480)	El Centro	City of El Centro	394035

CA	San Diego CA (480)	Encinitas	City of Encinitas	20571
CA	San Diego CA (480)	Imperial CA	City of Imperial	7693
CA	San Diego CA (480)	Imperial Beach	City of Imperial Beach	14-00007300
CA	San Diego CA (480)	La Mesa	City of La Mesa	002383
CA	San Diego CA (480)	Lemon Grove	City of Lemon Grove	06517
CA	San Diego CA (480)	National City	City of National City	7918
CA	San Diego CA (480)	San Diego	City of San Diego	B1974003272
CA	San Diego CA (480)	San Diego	County of San Diego	0330M
CA	San Diego CA (480)	San Diego	County of San Diego, DEH	HK07-208220
CA	San Diego CA (480)	San Marcos	City of San Marcos	32605
CA	San Diego CA (480)	San Pasqual Gaming Comm	San Pasqual Gaming Commission	SanPasqual
CA	San Diego CA (480)	Santee	City of Santee	B-015831
CA	San Diego CA (480)	Sycuan Gaming Commission	Sycuan Gaming Commission	03-00167
CA	San Francisco CA (Livermore - 417)	Alameda	Alameda County Tax Collector	125761
CA	San Francisco CA (Livermore - 417)	Alameda	City of Alameda	GROSS-TaxLic
CA	San Francisco CA (Livermore - 417)	Albany	City of Albany	GROSS- 0000005692
CA	San Francisco CA (Livermore - 417)	Atascadero	City of Atascadero	11272
CA	San Francisco CA (Livermore - 417)	Belmont	City of Belmont	11029261
CA	San Francisco CA (Livermore - 417)	Berkeley	City of Berkeley	GROSS-2005- 34343
CA	San Francisco CA (Livermore - 417)	Brentwood	City of Brentwood	010658
CA	San Francisco CA (Livermore - 417)	Brisbane	City of Brisbane	000066
CA	San Francisco CA (Livermore - 417)	Burlingame	City of Burlingame	10460
CA	San Francisco CA (Livermore - 417)	California State	Bureau of Security & Investigative Services	ACB 5250
CA	San Francisco CA (Livermore - 417)	Campbell	City of Campbell	018411
CA	San Francisco CA (Livermore - 417)	Capitola	City of Capitola	200465
CA	San Francisco CA (Livermore - 417)	Carmel-By-The-Sea	City of Carmel-By-The- Sea	0000019442
CA	San Francisco CA (Livermore - 417)	Ceres	City of Ceres	GR-002648
CA	San Francisco CA (Livermore - 417)	Concord	City of Concord	BL02000214
CA	San Francisco CA (Livermore - 417)	Crescent	City of Crescent City	Crescent
CA	San Francisco CA (Livermore - 417)	Cupertino	City of Cupertino	10384
CA	San Francisco CA (Livermore - 417)	Daly City	City of Daly City	502298

CA	San Francisco CA (Livermore - 417)	Danville	Town of Danville	006581
CA	San Francisco CA (Livermore - 417)	East Palo Alto	City of East Palo Alto	200127
CA	San Francisco CA (Livermore - 417)	Emeryville	City of Emeryville	0000004136
CA	San Francisco CA (Livermore - 417)	Foster City	City of Foster City	14-00008099
CA	San Francisco CA (Livermore - 417)	Fremont	City of Fremont	013259
CA	San Francisco CA (Livermore - 417)	Gilroy	City of Gilroy	371
CA	San Francisco CA (Livermore - 417)	Half Moon Bay	City of Half Moon Bay	05698
CA	San Francisco CA (Livermore - 417)	Hayward	City of Hayward	037470
CA	San Francisco CA (Livermore - 417)	Hercules	City of Hercules	08-00004452
CA	San Francisco CA (Livermore - 417)	Hillsborough	Town of Hillsborough	0708-0248
CA	San Francisco CA (Livermore - 417)	Lakeport	City of Lakeport	1293
CA	San Francisco CA (Livermore - 417)	Livermore	City of Livermore	020182
CA	San Francisco CA (Livermore - 417)	Livingston	City of Livingston	City of Livingston
CA	San Francisco CA (Livermore - 417)	Los Altos	City of Los Altos	7954
CA	San Francisco CA (Livermore - 417)	Los Gatos	Town of Los Gatos	16869
CA	San Francisco CA (Livermore - 417)	Manteca	City of Manteca	06 01833
CA	San Francisco CA (Livermore - 417)	Martinez	City of Martinez	8326
CA	San Francisco CA (Livermore - 417)	Menlo Park	City of Menlo Park	58506
CA	San Francisco CA (Livermore - 417)	Millbrae	City of Millbrae	000526
CA	San Francisco CA (Livermore - 417)	Milpitas	City of Milpitas	00130
CA	San Francisco CA (Livermore - 417)	Modesto	City of Modesto	0162837
CA	San Francisco CA (Livermore - 417)	Monterey	City of Monterey	4615
CA	San Francisco CA (Livermore - 417)	Morgan Hill	City of Morgan Hill	000912
CA	San Francisco CA (Livermore - 417)	Mountain View CA	City of Mountain View	5600
CA	San Francisco CA (Livermore - 417)	Newark	City of Newark	004317
CA	San Francisco CA (Livermore - 417)	Newman	City of Newman	SIM00001
CA	San Francisco CA (Livermore - 417)	Oakland	City of Oakland	765546



CA	San Francisco CA (Livermore - 417)	Pacifica	City of Pacifica	02053
CA	San Francisco CA (Livermore - 417)	Patterson	City of Patterson	000000002394
CA	San Francisco CA (Livermore - 417)	Pinole	City of Pinole	14-01966
CA	San Francisco CA (Livermore - 417)	Pittsburg	City of Pittsburg	20064036
CA	San Francisco CA (Livermore - 417)	Pleasant Hill	City of Pleasant Hill	0000017575
CA	San Francisco CA (Livermore - 417)	Pleasanton	City of Pleasanton	020338
CA	San Francisco CA (Livermore - 417)	Powell	City of Dublin	BL-000085
CA	San Francisco CA (Livermore - 417)	Redwood City	City of Redwood City	01145
CA	San Francisco CA (Livermore - 417)	Richmond	City of Richmond	4001-7414
CA	San Francisco CA (Livermore - 417)	Ripon	City of Ripon	11004
CA	San Francisco CA (Livermore - 417)	San Anselmo	Town of San Anselmo	12407
CA	San Francisco CA (Livermore - 417)	San Bruno	City of San Bruno	53350
CA	San Francisco CA (Livermore - 417)	San Carlos	City of San Carlos	11123
CA	San Francisco CA (Livermore - 417)	San Francisco	San Francisco Tax Collector	354522
CA	San Francisco CA (Livermore - 417)	San Jose	City of San Jose	0950521210
CA	San Francisco CA (Livermore - 417)	San Leandro	City of San Leandro	24220
CA	San Francisco CA (Livermore - 417)	San Mateo	City of San Mateo	41538
CA	San Francisco CA (Livermore - 417)	San Pablo	City of San Pablo	BL1278
CA	San Francisco CA (Livermore - 417)	San Ramon	City of San Ramon	1100004699
CA	San Francisco CA (Livermore - 417)	Santa Clara	City of Santa Clara	068730
CA	San Francisco CA (Livermore - 417)	Santa Cruz	City of Santa Cruz	BL-93915
CA	San Francisco CA (Livermore - 417)	Saratoga	City of Saratoga	15-08932
CA	San Francisco CA (Livermore - 417)	Scotts Valley	City of Scotts Valley	2046
CA	San Francisco CA (Livermore - 417)	Sonora	City of Sonora	32178
CA	San Francisco CA (Livermore - 417)	South San Francisco	City of South San Francisco	071604
CA	San Francisco CA (Livermore - 417)	Sunnyvale	City of Sunnyvale	058689
CA	San Francisco CA (Livermore - 417)	Tracy	City of Tracy	35920

CA	San Francisco CA (Livermore - 417)	Ukiah	MuniServices	Acct# 331418
CA	San Francisco CA (Livermore - 417)	Union City	City of Union City	859
CA	San Francisco CA (Livermore - 417)	Walnut Creek	City of Walnut Creek	001693
CA	San Francisco CA (Livermore - 417)	Woodside Town of	Town of Wooside	SIM0014
CA	San Francisco CA (Livermore - 417)	Yountville	Town of Yountville	00522
CA	Santa Fe Springs (434)	Agoura Hills	City of Agoura Hills	002000
CA	Santa Fe Springs (434)	Anaheim	City of Anaheim	2012-00967
CA	Santa Fe Springs (434)	Arcadia	City of Arcadia	029928
CA	Santa Fe Springs (434)	Avalon	City of Avalon	009408
CA	Santa Fe Springs (434)	Azusa	City of Azusa-Bus. License Division	021492
CA	Santa Fe Springs (434)	Bell Gardens	City of Bell Gardens	00168056
CA	Santa Fe Springs (434)	Blythe	City of Blythe	BL-08176
CA	Santa Fe Springs (434)	Brea	City of Brea	022278
CA	Santa Fe Springs (434)	Buena Park	City of Buena Park	BL-010526
CA	Santa Fe Springs (434)	Burbank	City of Burbank- Comm.Development Dept	1003494
CA	Santa Fe Springs (434)	California State	Contractors State Licensing Board	986047
CA	Santa Fe Springs (434)	California State	Dept. of California Highway Patrol	134247
CA	Santa Fe Springs (434)	Camarillo	City of Camarillo	00023050
CA	Santa Fe Springs (434)	Carson	City of Carson	6529B
CA	Santa Fe Springs (434)	Chino	City of Chino	27699
CA	Santa Fe Springs (434)	Chino Hills	City of Chino Hills	15-00012531
CA	Santa Fe Springs (434)	Compton	City of Compton	12002330
CA	Santa Fe Springs (434)	Costa Mesa	City of Costa Mesa	BL020252
CA	Santa Fe Springs (434)	Cypress	City of Cypress	O-027716-L
CA	Santa Fe Springs (434)	Diamond Bar	City of Diamond Bar	LC20080001226
CA	Santa Fe Springs (434)	Downey	City of Downey	217394

CA	Santa Fe Springs (434)	Duarte	City of Duarte	135029
CA	Santa Fe Springs (434)	El Segundo	City of El Segundo	533
CA	Santa Fe Springs (434)	Fillmore	City of Fillmore	000000004113
CA	Santa Fe Springs (434)	Fountain Valley	City of Fountain Valley	955602
CA	Santa Fe Springs (434)	Fullerton	City of Fullerton	224975
CA	Santa Fe Springs (434)	Glendale	City of Glendale	Glendale-986047
CA	Santa Fe Springs (434)	Hawthorne	City of Hawthorne	22688
CA	Santa Fe Springs (434)	Hemet	City of Hemet	00016050
CA	Santa Fe Springs (434)	Huntington Beach	City of Huntington Beach	A288519
CA	Santa Fe Springs (434)	Irvine	City of Irvine	00001848
CA	santa fe Springs (434)	Irwindale	City of Irwindale	005495
CA	santa fe Springs (434)	La Mirada	City of La Mirada	24228
CA	santa fe Springs (434)	La Verne	City of La Verne	04 02988
CA	Santa Fe Springs (434)	Laguna Beach	City of Laguna Beach	238497
CA	santa fe Springs (434)	Lawndale	City of Lawndale	06446
CA	Santa Fe Springs (434)	Loma Linda	City of Loma Linda	13035
CA	Santa Fe Springs (434)	Lomita	City of Lomita	36198
CA	Santa Fe Springs (434)	Long Beach	City of Long Beach	BU20212390
CA	Santa Fe Springs (434)	Los Alamitos	City of Los Alamitos	47358
CA	santa fe Springs (434)	Lynwood	Business License Division	2697
CA	Santa Fe Springs (434)	Manhattan Beach	City of Manhattan Beach	BL-21134
CA	santa fe Springs (434)	Monterey Park	City of Monterey Park	004421
CA	Santa Fe Springs (434)	Moreno Valley	City of Moreno Valley	09835
CA	Santa Fe Springs (434)	Newport Beach	City of Newport Beach	BT02051564
CA	Santa Fe Springs (434)	Norwalk City	City of Norwalk	102990
CA	Santa Fe Springs (434)	Orange	City of Orange	I-106079-L
CA	Santa Fe Springs (434)	Paramount	City of Paramount	215458

CA	Santa Fe Springs (434)	Pasadena	City of Pasadena	11468441
CA	Santa Fe Springs (434)	Pomona	City of Pomona	C79689
CA	Santa Fe Springs (434)	Port Hueneme	City of Port Hueneme	15-00000625
CA	Santa Fe Springs (434)	Rancho Palos Verdes	City of Rancho Palos Verdes	14 00003900
CA	Santa Fe Springs (434)	Redondo Beach	City of Redondo Beach	307080
CA	Santa Fe Springs (434)	Rolling Hills Estates	City of Rolling Hills Estates	C2979
CA	Santa Fe Springs (434)	San Bernardino	City of San Bernardino	908381
CA	Santa Fe Springs (434)	San Dimas	City of San Dimas	5917
CA	Santa Fe Springs (434)	San Juan Capistrano	City of San Juan Capistrano	10836
CA	Santa Fe Springs (434)	San Marino	City of San Marino	San Marino
CA	Santa Fe Springs (434)	Santa Ana	City of Santa Ana	742
CA	Santa Fe Springs (434)	Santa Barbara	City of Santa Barbara	50651
CA	Santa Fe Springs (434)	Santa Fe Springs	City of Santa Fe Springs	0690-127280000
CA	Santa Fe Springs (434)	Santa Monica	City of Santa Monica	112452
CA	Santa Fe Springs (434)	South Gate	City of South Gate	07 07727
CA	Santa Fe Springs (434)	Thousand Oaks	City of Thousand Oaks	14-00027033
CA	Santa Fe Springs (434)	Torrance	City of Torrance	BL-LIC-010443
CA	Santa Fe Springs (434)	Tustin	City of Tustin	99048699
CA	Santa Fe Springs (434)	Vernon	City of Vernon	08246
CA	Santa Fe Springs (434)	Walnut	City of Walnut	CT000205
CA	Santa Fe Springs (434)	West Covina	City of West Covina	24295
CA	Santa Fe Springs (434)	Westminster	City of Westminster	052040
CA	Santa Fe Springs (434)	Whittier	City of Whittier	74273
CA	Santa Rosa CA (412)	Belvedere	City of Belvedere	10292
CA	Santa Rosa CA (412)	Calistoga	City of Calistoga	001339
CA	Santa Rosa CA (412)	Cloverdale	City of Cloverdale	001750
CA	Santa Rosa CA (412)	Corte Madera	Town of Corte Madera	007420

CA	Santa Rosa CA (412)	Eureka	City of Eureka	1207
CA	Santa Rosa CA (412)	Fairfax	Town of Fairfax	101948
CA	Santa Rosa CA (412)	Fairfield	City of Fairfield	86000455
CA	Santa Rosa CA (412)	Healdsburg	City of Healdsburg	00002589
CA	Santa Rosa CA (412)	Healdsburg	City of Healdsburg	09-00002590
CA	Santa Rosa CA (412)	Larkspur	City of Larkspur	larkspur
CA	Santa Rosa CA (412)	Napa	City of Napa	10452
CA	Santa Rosa CA (412)	Novato	City of Novato	14 00003038
CA	Santa Rosa CA (412)	Rohnert Park	City of Rohnert Park	Rohnert Park
CA	Santa Rosa CA (412)	Santa Rosa	City of Santa Rosa	51210
CA	Santa Rosa CA (412)	Sausalito	City of Sausalito	Sausalito
CA	Santa Rosa CA (412)	Sebastopol	City of Sebastopol	Sebastopol-986047
CA	Santa Rosa CA (412)	Sonoma	City of Sonoma	003122
CA	Santa Rosa CA (412)	St. Helena	City of St. Helena	000000012409
CA	Santa Rosa CA (412)	Vallejo	City of Vallejo	15-00005861
CO	Colorado Springs CO (421)	Canon City	City of Canon City	02905
CO	Colorado Springs CO (421)	Colorado Springs	City of Colorado Springs	05777500
CO	Colorado Springs CO (421)	Colorado Springs	City of Colorado Springs	705513
CO	Colorado Springs CO (421)	Colorado State	Colorado Division of Fire Safety	14 009
CO	Colorado Springs CO (421)	Cripple Creek	City of Cripple Creek	0076
CO	Colorado Springs CO (421)	Fountain	City of Fountain	14-0683
CO	Colorado Springs CO (421)	Lamar	City of Lamar	1724.1
CO	Colorado Springs CO (421)	Lamar	City of Lamar	Class A
CO	Colorado Springs CO (421)	Larkspur	Town of Larkspur	4759
CO	Colorado Springs CO (421)	Montrose	City of Montrose	05106
CO	Colorado Springs CO (421)	Monument	Town of Monument	1087
CO	Colorado Springs CO (421)	Pikes Peak Regional	Pikes Peak Regional Building Department	F-A 15552

CO	Colorado Springs CO (421)	Pikes Peak Regional	Pikes Peak Regional Building Dept.	15552-D-H11 H
CO	Colorado Springs CO (421)	Pikes Peak Regional Bldg	Pikes Peak Regional Building Dept	B D 7A FSC-A
CO	Colorado Springs CO (421)	Pikes Peak Regional Bldg	Pikes Peak Regional Building Dept	B D 8B FSC B
CO	Colorado Springs CO (421)	Pueblo	City of Pueblo	02748
CO	Colorado Springs CO (421)	Pueblo Regional Building	Pueblo Regional Building Dept	954
CO	Colorado Springs CO (421)	Ridgway	Town of Ridgway	2064
CO	Colorado Springs CO (421)	Telluride	Town of Telluride	14177
CO	Colorado Springs CO (421)	Trinidad	City of Trinidad	LIC2014-124
CO	Colorado Springs CO (421)	Woodland Park	City of Woodland Park	04020.1
CO	Denver CO (419)	Arvada	City of Arvada	3B-0414
CO	Denver CO (419)	Arvada	City of Arvada	7M-0025
CO	Denver CO (419)	Aspen	City of Aspen	10527
CO	Denver CO (419)	Aspen & Pitkin	City of Aspen & Pitkin County	F-040025
CO	Denver CO (419)	Aspen & Pitkin	City of Aspen & Pitkin County	F-040026
CO	Denver CO (419)	Aurora	City of Aurora	14 843517 00 SL
CO	Denver CO (419)	Aurora	City of Aurora	14-847816 00 CL
CO	Denver CO (419)	Aurora	City of Aurora	2013 807784 00 SL
CO	Denver CO (419)	Aurora	City of Aurora	APPL-2014 838878 00 SL
CO	Denver CO (419)	Aurora CO	City of Aurora	125290
CO	Denver CO (419)	Aurora CO	City of Aurora	2014 830612 00 CL
CO	Denver CO (419)	Aurora CO	City of Aurora	2014 839454 00 CL
CO	Denver CO (419)	Aurora CO	City of Aurora - Tax/Licensing Office	OPTR Tax
CO	Denver CO (419)	Avon	Town of Avon	CC 00295
CO	Denver CO (419)	Basalt	Town of Basalt	APL Basalt
CO	Denver CO (419)	Beaver Creek Resort Co.	Beaver Creek Resort Company	4079
CO	Denver CO (419)	Black Hawk	City of Black Hawk	1173
CO	Denver CO (419)	Black Hawk	City of Black Hawk	C1160
CO	Denver CO (419)	Boulder	City of Boulder	LIC-0004256-05
CO	Denver CO (419)	Breckenridge	Town of Breckenridge	34474
CO	Denver CO (419)	Brighton	City of Brighton	2874
CO	Denver CO (419)	Brighton	City of Brighton	CL-00007
CO	Denver CO (419)	Broomfield	City & County Of Broomfield	OL-15-06731
CO	Denver CO (419)	Carbondale	Town of Carbondale	706
CO	Denver CO (419)	Centennial	City of Centennial	CEN-006824

CO	Denver CO (419)	Centennial	City of Centennial	CEN-14-01456
CO	Denver CO (419)	Central	City of Central	01-17-02-01
CO	Denver CO (419)	Colorado State	Colorado Department of Revenue	12-56336-0001
CO	Denver CO (419)	Colorado State	Colorado Division of Fire Safety	14 007
CO	Denver CO (419)	Commerce City	City of Commerce City	100237
CO	Denver CO (419)	Craig	City of Craig	2449
CO	Denver CO (419)	Delta	City of Delta	3349.1
CO	Denver CO (419)	Denver	City & County of Denver	1156
CO	Denver CO (419)	Denver	City & County of Denver	B238568
CO	Denver CO (419)	Denver	City and County of Denver	1052080
CO	Denver CO (419)	Denver	City and County of Denver	1054344
CO	Denver CO (419)	Denver	City and County of Denver	1054428
CO	Denver CO (419)	Denver	Denver Manager of Revenue	8562
CO	Denver CO (419)	Denver	Manager of Finance City & County of Denver	BFN 1026081
CO	Denver CO (419)	Denver	Manager of Revenue	233397
CO	Denver CO (419)	Denver	Manager of Revenue	233620
CO	Denver CO (419)	Denver	Manager of Revenue	286110
CO	Denver CO (419)	Dillon	Town of Dillon	3365
CO	Denver CO (419)	Douglas	Douglas County Building Division	D090319
CO	Denver CO (419)	Durango	City of Durango	201400427
CO	Denver CO (419)	Edgewater	City of Edgewater	14C00064
CO	Denver CO (419)	Englewood	City of Englewood	2280
CO	Denver CO (419)	Estes Park	Town of Estes Park	542
CO	Denver CO (419)	Evans	City of Evans	5484
CO	Denver CO (419)	Federal Heights	City of Federal Heights	97-0164
CO	Denver CO (419)	Firestone CO	Town of Firestone	14-C-FIRCO-018
CO	Denver CO (419)	Fort Collins	City of Fort Collins	2891-FS
CO	Denver CO (419)	Fort Collins	City of Fort Collins	3070-AS
CO	Denver CO (419)	Fort Collins	City of Fort Collins	AS-1955
CO	Denver CO (419)	Fort Collins	City of Fort Collins	FS-2048
CO	Denver CO (419)	Fort Lupton	City of Fort Lupton	ST2014-140
CO	Denver CO (419)	Frederick	Town of Frederick	1210
CO	Denver CO (419)	Frisco CO	Town of Frisco	693
CO	Denver CO (419)	Glendale	City of Glendale	000123
CO	Denver CO (419)	Glendale	City of Glendale	090239
CO	Denver CO (419)	Glendale	City of Glendale	092484
CO	Denver CO (419)	Glenwood Springs	City of Glenwood Springs	08-0017

CO	Denver CO (419)	Glenwood Springs	City of Glenwood Springs	73-05311.1
CO	Denver CO (419)	Glenwood Springs	City of Glenwood Springs	LIC 06-0005
CO	Denver CO (419)	Golden	City of Golden	06490
CO	Denver CO (419)	Golden	City of Golden	139
CO	Denver CO (419)	Grand Junction/Mesa Count	Mesa County Bldg.Dept/City of Grand Junction	20140665
CO	Denver CO (419)	Greenwood Village	City of Greenwood Village	OL-14-00372
CO	Denver CO (419)	Gunnison	City of Gunnison	New001
CO	Denver CO (419)	Gypsum	Town of Gypsum	1272
CO	Denver CO (419)	Hayden	Town of Hayden	13-56336-0000
CO	Denver CO (419)	Lake County	Lake County Clerk & Recorder	80-67121
CO	Denver CO (419)	Lakewood CO	City of Lakewood	12898
CO	Denver CO (419)	Lakewood CO	City of Lakewood	757
CO	Denver CO (419)	Leadville	City of Leadville	25366
CO	Denver CO (419)	Littleton	City of Littleton	D80030
CO	Denver CO (419)	Lone Tree	City of Lone Tree	557
CO	Denver CO (419)	Longmont	City of Longmont	2-10450-5878
CO	Denver CO (419)	Longmont	City of Longmont	D14000005
CO	Denver CO (419)	Longmont	City of Longmont	D15000025
CO	Denver CO (419)	Louisville CO	City of Louisville	04857.1
CO	Denver CO (419)	Louisville CO	City of Louisville	CL00113
CO	Denver CO (419)	Loveland	City of Loveland	5260
CO	Denver CO (419)	Loveland	City of Loveland	5261
CO	Denver CO (419)	Northglenn	City of Northglenn	99-000729
CO	Denver CO (419)	Parker	Town of Parker	7519
CO	Denver CO (419)	Rifle	City of Rifle	2014-14414
CO	Denver CO (419)	Sheridan	City of Sheridan	01694
CO	Denver CO (419)	Sheridan	City of Sheridan	08-0142
CO	Denver CO (419)	Silverthorne	Town of Silverthorne	1353
CO	Denver CO (419)	Snowmass	Town of Snowmass Village	CL-13-04152
CO	Denver CO (419)	Snowmass Village	Town of Snowmass Village	0002800
CO	Denver CO (419)	Thornton	City of Thornton	22601
CO	Denver CO (419)	Vail	Town of Vail	560-S
CO	Denver CO (419)	Vail	Town of Vail	903-S
CO	Denver CO (419)	Westminster	City of Westminster	060331110
CO	Denver CO (419)	Wheat Ridge	City of Wheat Ridge	019704
CO	Denver CO (419)	Wheat Ridge	City of Wheat Ridge	06812.1
CO	Denver CO (419)	Windsor	Town of Windsor	2861
CO	Denver CO (419)	Winter Park	Town of Winter Park	215
CO	Ft. Collins CO (419)	Greeley	City of Greeley	009411
CT	Hartford CT (East Berlin - 129)	Connecticut State	Dept of Consumer Protection	ELC.0181909-E1



CT	Hartford CT (East Berlin - 129)	Connecticut State	Dept of Consumer Protection	ELC.0187476-E1
CT	Hartford CT (East Berlin - 129)	Connecticut State	Dept of Consumer Protection	FRP.0040801-F1
DC	Baltimore MD (Linthicum - 565)	District of Columbia	DC Treasurer	APL Columbia
DE	Baltimore MD (Linthicum - 565)	Delaware State	State of Delaware	FSL-0078
DE	Philadelphia PA (Horsham - 544)	Delaware State	State of Delaware	FAC-0044
DE	Philadelphia PA (Horsham - 544)	Delaware State	State of Delaware	FAL-0015
DE	Wilmington DE (New Castle - 557)	Camden	Town of Camden	B4-00262
DE	Wilmington DE (New Castle - 557)	Delaware	State of Delaware	CSRSL-0007
DE	Wilmington DE (New Castle - 557)	Delaware State	Delaware Division of Revenue	2002100694
DE	Wilmington DE (New Castle - 557)	Delaware State	Delaware Division of Revenue	2002100695
DE	Wilmington DE (New Castle - 557)	Delaware State	Delaware Division of Revenue	2002100697
DE	Wilmington DE (New Castle - 557)	Delaware State	Delaware Division of Revenue	2002100700
DE	Wilmington DE (New Castle - 557)	Delaware State	Delaware State Police	98-18
DE	Wilmington DE (New Castle - 557)	Delaware State	State of Delaware	FAL-0036
DE	Wilmington DE (New Castle - 557)	Delaware State	State of Delaware	FEL-1145H
DE	Wilmington DE (New Castle - 557)	Delaware State	State of Delaware	FSL-0104
DE	Wilmington DE (New Castle - 557)	Delaware State	State of Delaware, Div. of Revenue	1-582608861-002
DE	Wilmington DE (New Castle - 557)	Dover	City of Dover	08 00009471
DE	Wilmington DE (New Castle - 557)	Elsmere	Town of Elsmere	L4-00316
DE	Wilmington DE (New Castle - 557)	Georgetown	Town of Georgetown	L4-01194
DE	Wilmington DE (New Castle - 557)	Middletown	Town of Middletown	14-50655
DE	Wilmington DE (New Castle - 557)	Milford	City of Milford	14-00001154
DE	Wilmington DE (New Castle - 557)	New Castle County	New Castle County	LC2608
DE	Wilmington DE (New Castle - 557)	New Castle DE	The Major & Council of New Castle	14000521
DE	Wilmington DE (New Castle - 557)	Newark	City of Newark	3535
DE	Wilmington DE (New Castle - 557)	Newport	Town of Newport	10093
DE	Wilmington DE (New Castle - 557)	Ocean View	Town of Ocean View	L4-00365

DE	Wilmington DE (New Castle - 557)	Smyrna	Town of Smyrna	14-00001159
DE	Wilmington DE (New Castle - 557)	Townsend	Town of Townsend	Townsend
DE	Wilmington DE (New Castle - 557)	Wilmington	City of Wilmington	3591
DE	Wilmington DE (New Castle - 557)	Wilmington	City of Wilmington	3592
FL	Boca Raton FL (TF&SS Hdqrts)	Florida State	Dept. of Business & Professional Regulation	EF0000911
FL	Boca Raton FL Headquarters	Boca Raton	City of Boca Raton	11-00095347
FL	Boca Raton FL Headquarters	Palm Beach County	Tax Collector, Palm Beach County	LBTR 201005742
FL	Boca Raton FL Headquarters (Yamato)	Palm Beach County	Tax Collector, Palm Beach County	LBTR 2005-13789
FL	Ft. Myers FL (297)	Florida State	Dept of Financial Services	145693-0001-2009
FL	Ft. Myers FL (297)	Florida State	Dept of Financial Services	977112-0004-2007
FL	Ft. Myers FL (297)	Florida State	State of Florida	977112-0003-2007
FL	Ft. Myers FL (297)	Florida State	State of Florida	EF20000951
FL	Ft. Myers FL (297)	Fort Pierce	City of Fort Pierce	13-00022805
FL	Ft. Myers FL (297)	Fort Pierce	City of Fort Pierce	13-00023912
FL	Ft. Myers FL (297)	Lee County	Lee County Tax Collector	0705657
FL	Ft. Myers FL (297)	Lee County	Lee County Tax Collector	6203050
FL	Ft. Myers FL (297)	Punta Gorda	City of Punta Gorda	098-00010890
FL	Jacksonville FL (264)	Alachua	Alachua County Cheriff's Office	APPL-Alachua County
FL	Jacksonville FL (264)	Duval County	City of Jacksonville	1736620000
FL	Jacksonville FL (264)	Flagler	Suzanne Johnston Tax Collector	3969
FL	Jacksonville FL (264)	Florida State	Dept Of Financial Services	604765-0003-2001
FL	Jacksonville FL (264)	Florida State	Dept. of Business & Professional Regulation	EC13003931
FL	Jacksonville FL (264)	Florida State	Dept. of Business & Professional Regulation	EF20000704
FL	Jacksonville FL (264)	Florida State	State of Florida	EF0001081
FL	Jacksonville FL (264)	Florida State	State of Florida	Fire Equip Dealer
FL	Jacksonville FL (264)	Florida State	State of Florida	FPC13-000073
FL	Jacksonville FL (264)	Gainesville	City of Gainesville	35742

FL	Jacksonville FL (264)	Jacksonville	Alarm Control Office	247
FL	Jacksonville FL (264)	Jacksonville	City of Jacksonville	215404-0000-9
FL	Miami FL (Miramar - 263)	Aventura	City of Aventura	08-00012874
FL	Miami FL (Miramar - 263)	Broward County	Broward County Revenue Collection	181-250863
FL	Miami FL (Miramar - 263)	Broward County	Broward County Revenue Collection	181-258854
FL	Miami FL (Miramar - 263)	Broward County	Broward County Revenue Collection	181-3266
FL	Miami FL (Miramar - 263)	Broward County	Broward County Revenue Collection	189-261812
FL	Miami FL (Miramar - 263)	Broward County	Broward County Revenue Collection	189-3599
FL	Miami FL (Miramar - 263)	Broward County	Broward County Revenue Collection	377-9882
FL	Miami FL (Miramar - 263)	Delray Beach	Occupational License Office	05 33048
FL	Miami FL (Miramar - 263)	Florida State	Dept of Financial Services	805427-0001-2002
FL	Miami FL (Miramar - 263)	Florida State	State of Florida	EC13005255
FL	Miami FL (Miramar - 263)	Florida State	State of Florida	EF20000980
FL	Miami FL (Miramar - 263)	Florida State	State of Florida	FPI13-000014
FL	Miami FL (Miramar - 263)	Fort Lauderdale	City of Fort Lauderdale	AR1401154
FL	Miami FL (Miramar - 263)	Fort Lauderdale	Ctiy fo Fort Lauderdale	Ft Lauderdale
FL	Miami FL (Miramar - 263)	Key West	City of Key West	14-00016217
FL	Miami FL (Miramar - 263)	Miami-Dade County	Miami-Dade Tax Collector	193805-0
FL	Miami FL (Miramar - 263)	Miami-Dade County	Miami-Dade Tax Collector	5048087
FL	Miami FL (Miramar - 263)	Miami-Dade County	Miami-Dade Tax Collector	578562-2
FL	Miami FL (Miramar - 263)	Miramar	City of Miramar	00920003
FL	Miami FL (Miramar - 263)	Seminole Tribe of Florida	Seminole Gaming Commission	11-8376
FL	Mobile AL (222)	Crestview	City of Crestview	Crestview
FL	Mobile AL (222)	Destin	City of Destin	4132
FL	Mobile AL (222)	Escambia County	Escambia County Tax Collector	0000613994
FL	Mobile AL (222)	Escambia County	Escambia County Tax Collector	157841
FL	Mobile AL (222)	Florida State	State of Florida	EF20000420
FL	Mobile AL (222)	Fort Walton Beach	City of Fort Walton Beach	14-00001506

FL	Mobile AL (222)	Mary Esther	City of Mary Esther	319
FL	Mobile AL (222)	Okaloosa County	Okaloosa County Dept. of Growth Management	Robert H. Grice
FL	Mobile AL (222)	Okaloosa County	Okaloosa County Tax Collector	360010727529
FL	Mobile AL (222)	Panama City	City of Panama City	4818
FL	Mobile AL (222)	Pensacola	City of Pensacola	109555
FL	Mobile AL (222)	Santa Rosa County	Santa Rosa County Tax Collector	8517
FL	Mobile AL (222)	Santa Rosa County	Santa Rosa County Tax Collector	8609
FL	Mobile AL (222)	Walton County	Walton County Building Dept.	walton county
FL	Orlando FL (291)	Brevard County	BOCC	Brevard
FL	Orlando FL (291)	Florida State	Dept of Business & Professional Regulation	EF20000957
FL	Orlando FL (291)	Florida State	Dept of Financial Services	FPC12-000012
FL	Orlando FL (291)	Florida State	Dept of Financial Services	FPC13-000007
FL	Orlando FL (291)	Florida State	Dept. of Business & Professional Regulation	EF0000809
FL	Orlando FL (291)	Florida State	Dept. of Business & Professional Regulation	EF20000847
FL	Orlando FL (291)	Florida State	Dept. of Business & Professional Regulation	EF20001121
FL	Orlando FL (291)	Florida State	Stae of Florida	EF20001140
FL	Orlando FL (291)	Florida State	State of Florida	APL M Crain
FL	Orlando FL (291)	Florida State	State of Florida - Dept of Financial Services	FPC12-000070
FL	Orlando FL (291)	Marion	Marion County	2035027819
FL	Orlando FL (291)	Ocoee	City of Ocoee	50-3424
FL	Orlando FL (291)	Orange County	Earl K. Wood, Orange County Tax Collector	3121-0537842
FL	Orlando FL (291)	Orange County FL	Earl K. Wood, Orange County Tax Collector	3502-0524870
FL	Orlando FL (291)	Orlando	City of Orlando	BUS0022813-001
FL	Orlando FL (291)	Osceola	Osceola County Tax Collector	APL Osceola
FL	Orlando FL (291)	St. Cloud	City of St. Cloud	09-16532
FL	Port St. Lucie FL (262)	Port St. Lucie	City of Port St. Lucie	108-719
FL	Port St. Lucie FL (262)	Port St. Lucie	City of Port St. Lucie	APL GarrettMiller
FL	Port St. Lucie FL (262)	Port St. Lucie	City of Port St. Lucie	PSL14*11160
FL	Port St. Lucie FL (262)	St. Lucie	St. Lucie County	1005825

FL	Tallahassee FL (266)	Franklin	Franklin County - Planning & Bldg. Dept.	Reg 15-1807
FL	Tallahassee FL (266)	Tallahassee	City of Tallahassee	38321
FL	Tampa FL (292)	Avon Park	City of Avon Park	Avon Park
FL	Tampa FL (292)	City of Brooksville	City of Brooksville Building Division	Brooksville
FL	Tampa FL (292)	Clearwater	City of Clearwater	REG-0014811
FL	Tampa FL (292)	Dundee	Town of Dundee	APL Twn_Dundee
FL	Tampa FL (292)	Florida State	Dept. of Business & Professional Regulation	EF20000805
FL	Tampa FL (292)	Florida State	State of Florida	90251200012007
FL	Tampa FL (292)	Florida State	State of Florida	EF20000627
FL	Tampa FL (292)	Florida State	State of Florida	FPC12-000129
FL	Tampa FL (292)	Hardee	Hardee County	Hardee
FL	Tampa FL (292)	Hernando County	Hernando County	Bond FireAlarm
FL	Tampa FL (292)	Hernando County	Hernando County	Hernando County
FL	Tampa FL (292)	Hillsborough	Hillsborough County - BOCC	902251200012007
FL	Tampa FL (292)	Hillsborough County	Doug Belden Hillsborough County Tax Collector	7287
FL	Tampa FL (292)	Kenneth City	City of Kenneth City	5348
FL	Tampa FL (292)	Lakeland	City of Lakeland	Lakeland
FL	Tampa FL (292)	Manatee	Manatee County	Manatee County
FL	Tampa FL (292)	North Port	City of North Port	05-03498
FL	Tampa FL (292)	Ocala	City of Ocala	APL Ocala
FL	Tampa FL (292)	Pasco County	Pasco County	013057
FL	Tampa FL (292)	Pinellas County	Pinellas County Const Lic Bd	I-EF-0000847
FL	Tampa FL (292)	Pinellas Park	City of Pinellas Park	146961
FL	Tampa FL (292)	Polk County	Joe G. Tedder Tax Collector Polk County	104019
FL	Tampa FL (292)	Polk County	Polk County Building Division	4324
FL	Tampa FL (292)	Port Richey	City of Port Richey	Port Richey
FL	Tampa FL (292)	Sarasota	City of Sarasota	20056177
FL	Tampa FL (292)	Sarasota	City of Sarasota	Reg
FL	Tampa FL (292)	Sarasota County	Sarasota County	Sarasota County
FL	Tampa FL (292)	Sebring	City of Sebring	Sebring
FL	Tampa FL (292)	St. Petersburg	City of St. Petersburg	0008569
FL	Tampa FL (292)	St. Petersburg	City of St. Petersburg	0008878
FL	Tampa FL (292)	St. Petersburg	City of St. Petersburg	0009160
FL	Tampa FL (292)	St. Petersburg	City of St. Petersburg	0011262
FL	Tampa FL (292)	Tampa	City of Tampa	City #21839
FL	Tampa FL (292)	Tarpon Springs	City of Tarpon Springs	Tarpon
FL	Tampa FL (292)	Temple Terrace	City of Temple Terrace	Temple Terrace

FL	Tampa FL (292)	Venice	City of Venice	0003628
FL	Tampa FL (292)	Winter Haven	City of Winter Haven	Winter Park
FL	Tampa FL (292)	Zephyrhills	City of Zephyrhills	Zephyrhills
FL	West Palm Beach FL (Jupiter - 262)	Atlantis	City of Atlantis	2913
FL	West Palm Beach FL (Jupiter - 262)	Belle Glade	City of Belle Glade	10503
FL	West Palm Beach FL (Jupiter - 262)	Boca Raton	City of Boca Raton	11-00096939
FL	West Palm Beach FL (Jupiter - 262)	Boca Raton	City of Boca Raton	11-00097209
FL	West Palm Beach FL (Jupiter - 262)	Boca Raton	City of Boca Raton	14 00099128
FL	West Palm Beach FL (Jupiter - 262)	Boca Raton	City of Boca Raton	14-000053001
FL	West Palm Beach FL (Jupiter - 262)	Boca Raton	City of Boca Raton	14-00097237
FL	West Palm Beach FL (Jupiter - 262)	Boca Raton	City of Boca Raton, Financ. Services	REG 015
FL	West Palm Beach FL (Jupiter - 262)	Delray Beach	City of Delray Beach	14 00042280
FL	West Palm Beach FL (Jupiter - 262)	Delray Beach	City of Delray Beach	14 00054141
FL	West Palm Beach FL (Jupiter - 262)	Florida State	Dept of Financial Services	204069-0001-2010
FL	West Palm Beach FL (Jupiter - 262)	Florida State	Dept of Financial Services	223995-0001-2011
FL	West Palm Beach FL (Jupiter - 262)	Florida State	Dept of Financial Services	EF20000863
FL	West Palm Beach FL (Jupiter - 262)	Florida State	Dept. of Business & Professional Regulation	EF20000580
FL	West Palm Beach FL (Jupiter - 262)	Florida State	Dept. of Business & Professional Regulation	EF20000806
FL	West Palm Beach FL (Jupiter - 262)	Fort Pierce	City of Fort Pierce	14-00024480
FL	West Palm Beach FL (Jupiter - 262)	Greenacres	City of Greenacres	CONO 11953
FL	West Palm Beach FL (Jupiter - 262)	Highland Beach	Town of Highland Beach	APL HighlandBeach
FL	West Palm Beach FL (Jupiter - 262)	Indian River	Indian River County	19576
FL	West Palm Beach FL (Jupiter - 262)	Jupiter	Town of Jupiter	13-00031505
FL	West Palm Beach FL (Jupiter - 262)	Jupiter	Town of Jupiter	13-36496
FL	West Palm Beach FL (Jupiter - 262)	Jupiter	Town of Jupiter	14-00031506
FL	West Palm Beach FL (Jupiter - 262)	Jupiter	Town of Jupiter	14-7446
FL	West Palm Beach FL (Jupiter - 262)	Lake Worth	City of Lake Worth	12043

FL	West Palm Beach FL (Jupiter - 262)	Lantana	Building Department	Town of Jupiter
FL	West Palm Beach FL (Jupiter - 262)	Manalapan	Town of Manalapan	REG 2950
FL	West Palm Beach FL (Jupiter - 262)	Manalapan	Town of Manalapan	REG-313
FL	West Palm Beach FL (Jupiter - 262)	Martin	Martin County Sheriff's Office Alarm Unit	Martin County
FL	West Palm Beach FL (Jupiter - 262)	Martin County	Martin County	Martin
FL	West Palm Beach FL (Jupiter - 262)	Martin County	Martin County Contractor's Licensing	262
FL	West Palm Beach FL (Jupiter - 262)	Palm Beach County	Tax Collector, Palm Beach County	2010-05729
FL	West Palm Beach FL (Jupiter - 262)	Palm Beach County	Tax Collector, Palm Beach County	LBTR 2009-09963
FL	West Palm Beach FL (Jupiter - 262)	Palm Beach County	Tax Collector, Palm Beach County	LBTR 2010-05702
FL	West Palm Beach FL (Jupiter - 262)	Palm Beach County	Tax Collector, Palm Beach County	LBTR 2010-05704
FL	West Palm Beach FL (Jupiter - 262)	Palm Beach Gardens	City of Palm Beach Gardens	APL PBGardens
FL	West Palm Beach FL (Jupiter - 262)	Riviera Beach	City of Riviera Beach	APL RivieraBeach
FL	West Palm Beach FL (Jupiter - 262)	Royal Palm Beach	Village of Royal Palm Beach	14-00002499
FL	West Palm Beach FL (Jupiter - 262)	Royal Palm Beach	Village of Royal Palm Beach	14-16209
FL	West Palm Beach FL (Jupiter - 262)	Sebastian	City of Sebastian	APL Sebastian
FL	West Palm Beach FL (Jupiter - 262)	Sebastian Construction Bd	Sebastian Construction Board	Sebastian- Alar37068m
FL	West Palm Beach FL (Jupiter - 262)	State of Florida	State of Florida Dept. of Financial Services	218116-0001-2011
FL	West Palm Beach FL (Jupiter - 262)	Stuart	City of Stuart	AP07100043
FL	West Palm Beach FL (Jupiter - 262)	Stuart	City of Stuart	AP11110006
FL	West Palm Beach FL (Jupiter - 262)	Tequesta	Village of Tequesta	1426
FL	West Palm Beach FL (Jupiter - 262)	Village of Wellington	Village of Wellington	00014934
FL	West Palm Beach FL (Jupiter - 262)	Village of Wellington	Village of Wellington	09-00013350
GA	Atlanta GA (Conyers - 202)	Conyers	City of Conyers	00005996
GA	Atlanta GA (Conyers - 202)	Georgia State	Georgia State Board of Construction	LVA205949
GA	Atlanta GA (Conyers - 202)	Georgia State	Office of Insurance & Safety Fire Commissioner	0118B

GA	Atlanta GA (Conyers - 202)	Georgia State	Office of Insurance & Safety Fire Commissioner	CL000379
GA	Atlanta GA (Conyers - 202)	Tift County	Tift County	150231
GA	Atlanta GA (Conyers - 202)	Tifton	City of Tifton	02170
GA	Charleston SC (210)	Chatham	Chatham County	APL Chatham
GA	Charleston SC (210)	Georgia State	Office of Insurance & Safety Fire Commissioner	2166B
GA	Charleston SC (210)	Georgia State	Office of Insurance & Safety Fire Commissioner	CC000806
GA	Charleston SC (210)	Georgia State	Office of Insurance & Safety Fire Commissioner	CL000395
GA	Charleston SC (210)	Savannah	Revenue Department	019486
GA	Chattanooga TN (288)	Georgia State	Office of Insurance & Safety Fire Commissioner	0176B
GA	Chattanooga TN (288)	Georgia State	State Fire Marshal's Office	DL 000097
GA	Columbia SC (216)	Augusta	City of Augusta	31247
GA	Columbia SC (216)	Augusta/Richmond County	City of Augusta/Richmond County	GROSS-LCB20040031247
GA	Columbia SC (216)	Georgia State	Office of the Insurance Safety Fire Comm.	2234B
GA	Jacksonville FL (264)	Georgia State	Georgia Secretary of State	EN215385
GA	Jacksonville FL (264)	Georgia State	State of Georgia	LVU405874
GA	Martinez GA (216)	Columbia County	Columbia County	07251
GA	Norcross GA (201)	Gwinnett	Gwinnett County	GROSS-2012005639
GA	Savannah GA (210)	Pooler	City of Pooler	001518
GA	West Palm Beach FL (Jupiter - 262)	US Dept of Justice	Bureau of Alcohol, Tobacco, Firearms and Explosive	1-FL-099-26-OH-00752
HI	Honolulu HI (499)	Hawaii State	Dept of Commerce & Con Affairs	CT-23844
IA	Des Moines IA (Urbandale - 320)	Cedar Rapids	City of Cedar Rapids Treasurer	182
IA	Des Moines IA (Urbandale - 320)	City of Coralville	Coralville Fire Department	Coralville
IA	Des Moines IA (Urbandale - 320)	Coralville	1501 5th Street	Coralville Fire Prot
IA	Des Moines IA (Urbandale - 320)	Iowa State	State of Iowa Div. of Labor Services	C087514
IA	Des Moines IA (Urbandale - 320)	Knoxville	Knoxville Police Dept	Knoxville-Alarm



IA	Des Moines IA (Urbandale - 320)	West Des Moines	4200 Mills Civic Parkway	FA23
IA	Des Moines IA (Urbandale - 320)	West Des Moines	West Des Moines Fire Department	CSDM-26
IA	Madison WI (334)	Iowa State	Iowa State Fire Marshal' Office	A1-0601
IA	Omaha NE (362)	Council Bluffs	City of Council Bluffs	2286
IA	Omaha NE (362)	Iowa State	Iowa State Fire Marshal's Office	FP-042
IA	Omaha NE (362)	Winnebago	Winnebago Gaming Commission	APL Winnavegas
IA	Peoria IL (375)	Bettendorf	City of Bettendorf	08-00002663
IA	Peoria IL (375)	Davenport	City of Davenport	0900192*GEN
IA	Peoria IL (375)	Davenport	City of Davenport	50002354
IA	Peoria IL (375)	Iowa State	Iowa State Fire Marshal' Office	AC-0152
IA	Peoria IL (375)	Muscatine	City of Muscatine	APPL-Muscatine
ID	Boise ID (444)	Ammon	City of Ammon	9001
ID	Boise ID (444)	Boise City	City of Boise City	LIC06-00109
ID	Boise ID (444)	Idaho State	DBS-Public Works Contractors	PWC-C-11424-AAA-4
ID	Boise ID (444)	Idaho State	Dept of Insurance, State of Idaho	FPSC-004
ID	Boise ID (444)	Idaho State	Idaho Bureau of Occupational License	RCE-15520
ID	Boise ID (444)	Rexburg	City of Rexburg	644
ID	Salt Lake City UT (456)	Idaho Falls	City of Idaho Falls	APL_IdahoFalls
ID	Salt Lake City UT (456)	Idaho State	Dept of Insurance - State of Idaho	FPSC-093
ID	Salt Lake City UT (456)	Preston	City of Preston	338
ID	Salt Lake City UT (456)	Shoshone-Bannock	Shoshone-Bannock Tribes	2009-AN-2834
ID	Spokane WA (479)	Idaho State	Idaho Contractors Board	RCE-3170
ID	Spokane WA (479)	Idaho State	State of Idaho, Dept of Insurance	FPSC-092
ID	Spokane WA (479)	Lewiston	City of Lewiston	130491
IL	Chicago IL (Addison - 311)	Addison	Village of Addison	692
IL	Chicago IL (Addison - 311)	Alsip	Village of Alsip	14 30833
IL	Chicago IL (Addison - 311)	Arlington Heights	Village of Arlington Heights	14 00003975
IL	Chicago IL (Addison - 311)	Aurora, IL	City of Aurora	14-00002591
IL	Chicago IL (Addison - 311)	Barrington	Village of Barrington	APL Barrington
IL	Chicago IL (Addison - 311)	Bartlett	Village of Bartlett	47023
IL	Chicago IL (Addison - 311)	Bedford Park	Village of Bedford Park	bond

IL	Chicago IL (Addison - 311)	Beecher	Village of Beecher	S14-029
IL	Chicago IL (Addison - 311)	Bellwood	Village of Bellwood	APL Bellwood
IL	Chicago IL (Addison - 311)	Berkeley	Village of Berkeley	000000000017
IL	Chicago IL (Addison - 311)	Bolingbrook	Village of Bolingbrook	013772
IL	Chicago IL (Addison - 311)	Bridgeview	Village of Bridgeview	112
IL	Chicago IL (Addison - 311)	Broadview	Village of Broadview	Broadview
IL	Chicago IL (Addison - 311)	Burbank IL	City of Burbank	Burbank
IL	Chicago IL (Addison - 311)	Calumet	City of Calumet City	1532
IL	Chicago IL (Addison - 311)	Chicago	City of Chicago	2271209
IL	Chicago IL (Addison - 311)	Chicago Heights	City of Chicago Heights	6095
IL	Chicago IL (Addison - 311)	Chicago Ridge	Village of Chicago Ridge	0140
IL	Chicago IL (Addison - 311)	Cicero	The Town of Cicero	9791
IL	Chicago IL (Addison - 311)	Clarendon Hills	Village of Clarendon Hills	0282
IL	Chicago IL (Addison - 311)	Cook County	Cook County Collector	041981
IL	Chicago IL (Addison - 311)	Countryside	City of Countryside	151
IL	Chicago IL (Addison - 311)	Crete	Village of Crete	Crete
IL	Chicago IL (Addison - 311)	Darien	City of Darien	79266
IL	Chicago IL (Addison - 311)	Deerfield-Bannockburn	Deerfield-Bannockburn Fire Dept	14-028
IL	Chicago IL (Addison - 311)	Des Plaines	City of Des Plaines	709147
IL	Chicago IL (Addison - 311)	DuPage County	County of DuPage	2014-CR00529
IL	Chicago IL (Addison - 311)	Elmhurst	City of Elmhurst	Elmhurst
IL	Chicago IL (Addison - 311)	Elwood	Village of Elwood	2014-2015-16
IL	Chicago IL (Addison - 311)	Evergreen Park	Village of Evergreen Park	FS1012
IL	Chicago IL (Addison - 311)	Forest Park	Village of Forest Park	F. Park NOT NEEDED
IL	Chicago IL (Addison - 311)	Fox Lake	Village of Fox Lake	APL Fox Lake
IL	Chicago IL (Addison - 311)	Frankfort IL	Village of Frankfort	08-5S177

IL	Chicago IL (Addison - 311)	Franklin Park	Village of Franklin Park	0706190001
IL	Chicago IL (Addison - 311)	Franklin Park	Village of Franklin Park	6096
IL	Chicago IL (Addison - 311)	Glen Ellyn	Village of Glen Ellyn	APL Glen Ellyn
IL	Chicago IL (Addison - 311)	Glendale Heights	Village of Glendale Heights	Glendale Heights
IL	Chicago IL (Addison - 311)	Grayslake	Village of Grayslake	Grayslake
IL	Chicago IL (Addison - 311)	Gurnee	The Village of Gurnee	Not Needed - Gurnee
IL	Chicago IL (Addison - 311)	Hanover Park	Village of Hanover Park	11-00000497
IL	Chicago IL (Addison - 311)	Harwood Heights	Village of Harwood Heights	Harwood Heights
IL	Chicago IL (Addison - 311)	Hawthorn Woods	Village of Hawthorn Woods	Hawthorn Woods
IL	Chicago IL (Addison - 311)	Hickory Hills	City of Hickory Hills	182-2014
IL	Chicago IL (Addison - 311)	Hillside	Village of Hillside	HILLSIDE
IL	Chicago IL (Addison - 311)	Hoffman Estates	Village of Hoffman Estates	GC2004-0272
IL	Chicago IL (Addison - 311)	Hoffman Estates	Village of Hoffman Estates	Sprinkler
IL	Chicago IL (Addison - 311)	Huntley	Village of Huntley	14-1126
IL	Chicago IL (Addison - 311)	Illinois State	Dept of Financial & Professional Regulation	124-001364
IL	Chicago IL (Addison - 311)	Illinois State	Dept of Financial & Professional Regulation	127-001155
IL	Chicago IL (Addison - 311)	Illinois State	Office of the State Fire Marshal	0088-ABC
IL	Chicago IL (Addison - 311)	Illinois State	Office of the State Fire Marshal	FSC 0048
IL	Chicago IL (Addison - 311)	Kankakee County	Kankakee County Planning Department	L-2006-385
IL	Chicago IL (Addison - 311)	Kildeer	Village of Kildeer	APPL- Kildeer
IL	Chicago IL (Addison - 311)	La Grange	VILLAGE OF LA GRANGE	5K
IL	Chicago IL (Addison - 311)	La Grange Park	VILLAGE OF LA GRANGE PARK	LaGrangePark
IL	Chicago IL (Addison - 311)	Lake in The Hills	Village of Lake in The Hills	APPL-Lake in The Hills
IL	Chicago IL (Addison - 311)	Lake Zurich	Village of Lake Zurich	AP09030021
IL	Chicago IL (Addison - 311)	Lansing	Village of Lansing	604
IL	Chicago IL (Addison - 311)	Lemont	Village of Lemont	4

IL	Chicago IL (Addison - 311)	Libertyville	Libertyville Fire Department	13-085
IL	Chicago IL (Addison - 311)	Lincolnwood	Village of Lincolnwood	Lincolnwood
IL	Chicago IL (Addison - 311)	Lockport	City of Lockport	13-0406
IL	Chicago IL (Addison - 311)	Matteson	Village of Matteson	1513
IL	Chicago IL (Addison - 311)	McCook	Village of McCook	2013682
IL	Chicago IL (Addison - 311)	Melrose Park	Village of Melrose Park	0466
IL	Chicago IL (Addison - 311)	Minooka	Village of Minooka	08-2005
IL	Chicago IL (Addison - 311)	Mokena	Village of Mokena	08070464
IL	Chicago IL (Addison - 311)	Morris	City of Morris	Morris
IL	Chicago IL (Addison - 311)	Morton Grove	Village of Morton Grove	Morton Grove
IL	Chicago IL (Addison - 311)	Mount Prospect	Village of Mount Prospect	06-1951
IL	Chicago IL (Addison - 311)	Naperville	City of Naperville	City of Naperville
IL	Chicago IL (Addison - 311)	Norridge	Village of Norridge	2006-CL-04889
IL	Chicago IL (Addison - 311)	North Riverside	Village of North Riverside	North Riverside Contr
IL	Chicago IL (Addison - 311)	Oak Brook	The Village of Oak Brook	TBA
IL	Chicago IL (Addison - 311)	Oak Forest	City of Oak Forest	oak forest
IL	Chicago IL (Addison - 311)	Oak Lawn	Village of Oak Lawn	219
IL	Chicago IL (Addison - 311)	Oak Park	The Village of Oak Park	New
IL	Chicago IL (Addison - 311)	Orland Park	Village of Orland Park	CL-14-16615
IL	Chicago IL (Addison - 311)	Oswego	Village of Oswego	09-SI81100
IL	Chicago IL (Addison - 311)	Palatine	Village of Palatine	01701
IL	Chicago IL (Addison - 311)	Palos Heights	City of Palos Heights	Palos Heights
IL	Chicago IL (Addison - 311)	Palos Park	Village of Palos Park	14-2650
IL	Chicago IL (Addison - 311)	Park Ridge	City of Park Ridge	548129
IL	Chicago IL (Addison - 311)	River Grove	Village of River Grove	2063
IL	Chicago IL (Addison - 311)	Riverdale	Village of Riverdale	APPL Riverdale
IL	Chicago IL (Addison - 311)	Riverside IL	Village of Riverside	Village of Riverside

IL	Chicago IL (Addison - 311)	Rolling Meadows	City of Rolling Meadows	C950399
IL	Chicago IL (Addison - 311)	Romeoville	Village of Romeoville	580
IL	Chicago IL (Addison - 311)	Rosemont	Village of Rosemont	2010-2473
IL	Chicago IL (Addison - 311)	Sauk	Village of Sauk	C-0024
IL	Chicago IL (Addison - 311)	Schaumburg	Village of Schaumburg	47738
IL	Chicago IL (Addison - 311)	Schiller Park	Village of Schiller Park	15178
IL	Chicago IL (Addison - 311)	Shorewood	Village of Shorewood	9281
IL	Chicago IL (Addison - 311)	Skokie	Village of Skokie	Skokie
IL	Chicago IL (Addison - 311)	South Holland	Village of South Holland	8016
IL	Chicago IL (Addison - 311)	Stickney	Village of Stickney	111
IL	Chicago IL (Addison - 311)	Streamwood	Village of Streamwood	S20140251
IL	Chicago IL (Addison - 311)	Tinley Park	Village of Tinley Park	C-008240
IL	Chicago IL (Addison - 311)	University Park	Village of University Park	APL Univ Park
IL	Chicago IL (Addison - 311)	Vernon Hills	The Village of Vernon Hills	PERMIT-VH
IL	Chicago IL (Addison - 311)	Villa Park	Village of Villa Park	villa park
IL	Chicago IL (Addison - 311)	Waukegan	City of Waukegan	Inv # 12-807
IL	Chicago IL (Addison - 311)	Westchester	Village of Westchester	4164
IL	Chicago IL (Addison - 311)	Western Springs	Village of Western Springs	7073
IL	Chicago IL (Addison - 311)	Wheaton City	City of Wheaton	APL
IL	Chicago IL (Addison - 311)	Wheeling IL	Village of Wheeling	Wheeling
IL	Chicago IL (Addison - 311)	Wilmette	Village of Wilmette	2688
IL	Chicago IL (Addison - 311)	Winnetka	Village of Winnetka	APL Winnetka
IL	Evansville IN (324)	Illinois State	Office of the State Fire Marshal	6088 ABC
IL	Indianapolis IN (331)	Illinois State	Dept of Financial & Professional Regulation	128-000165
IL	Indianapolis IN (331)	Illinois State	Office of the State Fire Marshal	1088-ABC
IL	Indianapolis IN (331)	Illinois State	Office of the State Fire Marshal	FSC 0054

IL	Madison WI (334)	Illinois State	Dept of Financial & Professional Regulation	128-000163
IL	Madison WI (334)	Illinois State	Office of the State Fire Marshal	3088 ABC
IL	Madison WI (334)	Illinois State	Office of the State Fire Marshal	FSC-0237
IL	Peoria IL (375)	Bloomington	City of Bloomington	6827
IL	Peoria IL (375)	Bloomington	City of Bloomington PACE	6828
IL	Peoria IL (375)	City of Moline	City of Moline	13-00011338
IL	Peoria IL (375)	East Moline	City of East Moline	east moline
IL	Peoria IL (375)	Homewood	Village of Homewood	0741
IL	Peoria IL (375)	Illinois State	Dept of Financial & Professional Regulation	128-000164
IL	Peoria IL (375)	Illinois State	Office of the Illinois State Fire Marshal	FSC 0129
IL	Peoria IL (375)	Illinois State	Office of the State Fire Marshal	2088-ABC
IL	Peoria IL (375)	Illinois State	State of Illinois Dept. of Public Health	055-041370
IL	Peoria IL (375)	Normal	Town of Normal	14-00002894
IL	Peoria IL (375)	Normal	Town of Normal	APPL-General Cont
IL	Peoria IL (375)	Rock Falls	City of Rock Falls	APPL-City of Rock Falls
IL	St. Louis MO (Earth City - 354)	Alton	Alton City Treasurer	B2000
IL	St. Louis MO (Earth City - 354)	East St Louis IL	City of East St. Louis	2014
IL	St. Louis MO (Earth City - 354)	Granite City	City Clerk	2912
IL	St. Louis MO (Earth City - 354)	Illinois State	Dept of Financial & Professional Regulation	128-000167
IL	St. Louis MO (Earth City - 354)	Illinois State	Office of the State Fire Marshal	5088-ABC
IL	St. Louis MO (Earth City - 354)	Illinois State	Office of the State Fire Marshal	FSC 0156
IN	Chicago IL (Addison - 311)	City of Hobart	City of Hobart	13413
IN	Chicago IL (Addison - 311)	East Chicago	City of East Chicago	156
IN	Chicago IL (Addison - 311)	Gary	City of Gary	130321-01
IN	Chicago IL (Addison - 311)	Griffith	Town of Griffith	C001063
IN	Chicago IL (Addison - 311)	Hammond	City of Hammond	025642-03
IN	Chicago IL (Addison - 311)	Highland	Town of Highland, Indiana	20904

IN	Chicago IL (Addison - 311)	Lake County	Lake County Recorder's Office	Record Bond
IN	Chicago IL (Addison - 311)	Lake Station	City of Lake Station	APL LakeStation
IN	Chicago IL (Addison - 311)	Munster	Town of Munster	3483
IN	Chicago IL (Addison - 311)	Schererville	Town of Schererville	APPL-Schererville
IN	Evansville IN (324)	Evansville	Evansville Police Dept	14V39
IN	Evansville IN (324)	Evansville-Vanderburgh	Evansville-Vanderburgh County	APL FA
IN	Evansville IN (324)	Evansville-Vanderburgh	Evansville-Vanderburgh County	FSC0034
IN	Ft. Wayne IN (359)	Elkhart County	Elkhart County Public Safety Communications Center	025
IN	Ft. Wayne IN (359)	Fort Wayne	City of Fort Wayne	9810-0021
IN	Ft. Wayne IN (359)	Mishawaka	City of Mishawaka	459
IN	Indianapolis IN (331)	Crawfordsville	City of Crawfordsville	CR 1577
IN	Indianapolis IN (331)	Indiana State	State of Indiana - Public Works Cert. Board	Contractor Certifications
IN	Indianapolis IN (331)	Indianapolis	City of Indianapolis	LAC-000030
IN	Indianapolis IN (331)	Indianapolis	City of Indianapolis - Dept. of Code Enforcement	GC1200209
IN	Indianapolis IN (331)	Lafayette	City of Lafayette	Lafayette
IN	Indianapolis IN (331)	Lawrence	City of Lawrence	AU2238
IN	Indianapolis IN (331)	Muncie	City of Muncie	28
IN	Indianapolis IN (331)	Speedway	Town of Speedway	APPL-Speedway
IN	Indianapolis IN (331)	Tippecanoe County	Tippecanoe County	Bond Only
IN	Northern Indiana IN (Elkhart - 359)	Allen County	Allen County	BD-9557
IN	Northern Indiana IN (Elkhart - 359)	Burns Harbor	Town of Burns Harbor	4394
IN	Northern Indiana IN (Elkhart - 359)	La Porte	City of La Porte	APL La Porte
IN	Northern Indiana IN (Elkhart - 359)	LaPorte	LaPorte County	10-1501
IN	Northern Indiana IN (Elkhart - 359)	Merrillville	Town of Merrillville	8090
IN	Northern Indiana IN (Elkhart - 359)	Michigan City	City of Michigan City	438
IN	Northern Indiana IN (Elkhart - 359)	Portage	City of Portage	S14-7347
IN	Northern Indiana IN (Elkhart - 359)	Porter	Porter County Recorders Office	Bond Recorder Porter
IN	Northern Indiana IN (Elkhart - 359)	St Joseph Count/SouthBend	St. Joseph County/City of South Bend	001901-15
IN	Northern Indiana IN (Elkhart - 359)	Steuben County	Steuben County Communications	612

IN	Northern Indiana IN (Elkhart - 359)	Valparaiso	City of Valparaiso	5479
KS	Kansas City KS (Lenexa - 332)	Atchison	City of Atchison	Alarm Bus Lic
KS	Kansas City KS (Lenexa - 332)	Atchison	City of Atchison	Atchison
KS	Kansas City KS (Lenexa - 332)	Bonner Springs	City of Bonner Springs	370
KS	Kansas City KS (Lenexa - 332)	Butler	Butler County	Butler County
KS	Kansas City KS (Lenexa - 332)	Edwardsville	City of Edwardsville	2014-34
KS	Kansas City KS (Lenexa - 332)	Emporia	City of Emporia	3042
KS	Kansas City KS (Lenexa - 332)	Johnson	Johnson County	2014-1436
KS	Kansas City KS (Lenexa - 332)	Kansas City - Unified	Unified Government License Div	99980-00000- 00493
KS	Kansas City KS (Lenexa - 332)	Kansas State	Kansas State Fire Marshal's Office	JOXBL002
KS	Kansas City KS (Lenexa - 332)	Kickapoo Tribe Gaming	Kickapoo Tribe Gaming Commission	200262
KS	Kansas City KS (Lenexa - 332)	Leawood	City of Leawood	OL.008531
KS	Kansas City KS (Lenexa - 332)	Lenexa	City of Lenexa	13745
KS	Kansas City KS (Lenexa - 332)	McPherson	City of McPherson	1594
KS	Kansas City KS (Lenexa - 332)	McPherson McPherson	City of McPherson	APL McPherson
KS	Kansas City KS (Lenexa - 332)	Merriam	City of Merriam	55-782-06
KS	Kansas City KS (Lenexa - 332)	Paola	City of Paola	APPL-Paola
KS	Kansas City KS (Lenexa - 332)	Pittsburg	City of Pittsburg	02094
KS	Kansas City KS (Lenexa - 332)	Prairie Village	City of Prairie Village	008985
KS	Kansas City KS (Lenexa - 332)	Roeland Park	City Clerk	20020126
KS	Kansas City KS (Lenexa - 332)	Salina	City of Salina	5427
KS	Kansas City KS (Lenexa - 332)	Shawnee	City of Shawnee	090304
KS	Kansas City KS (Lenexa - 332)	Topeka	City of Topeka	FAQP 2012000001941
KS	Kansas City KS (Lenexa - 332)	Topeka	City of Topeka	FSQP 2012000002612
KS	Kansas City KS (Lenexa - 332)	Wichita	City of Wichita	BUS2006-06551
KS	Portland OR (Lake Oswego - 448)	Kansas State	Kansas State Board of Technical Professions	1518
KS	Topeka KS (355)	Leavenworth	City of Leavenworth	7472



KS	Wichita KS (472)	Andover	City of Andover	09-634
KS	Wichita KS (472)	Augusta	City of Augusta	2016
KS	Wichita KS (472)	Garden City	City of Garden City	4854
KS	Wichita KS (472)	Peabody	City of Peabody	APL Peabody
KS	Wichita KS (472)	Wichita	City of Wichita	1150
KS	Wichita KS (472)	Wichita/SedgwickCounty	Sedgwick County	APPL-Sedgwick County
KY	Charleston WV (512)	Kentucky Commonwealth	Kentucky State Treasurer	S-016R
KY	Charleston WV (512)	Kentucky Commonwealth	Kentucky State Treasurer	S-018CL
KY	Cincinnati OH (West Chester - 514)	Ashland	City of Ashland	002393
KY	Cincinnati OH (West Chester - 514)	Boone	County of Boone	GROSS-BL84432
KY	Cincinnati OH (West Chester - 514)	Campbell County	Campbell County & Cities	SIMPGR1500
KY	Cincinnati OH (West Chester - 514)	Florence	City of Florence	123313
KY	Cincinnati OH (West Chester - 514)	Gallatin	Gallatin County	1257-14
KY	Cincinnati OH (West Chester - 514)	Kenton	Kenton County and Cities	50407300
KY	Cincinnati OH (West Chester - 514)	Kentucky	Kentucky State Treasurer	S-017C
KY	Cincinnati OH (West Chester - 514)	Kentucky Commonwealth	Kentucky State Treasurer	S-014R
KY	Cincinnati OH (West Chester - 514)	Newport	City of Newport	3274
KY	Evansville IN (324)	Beaver Dam	City of Beaver Dam	12226
KY	Evansville IN (324)	Hartford	City of Hartford	Hartford 319
KY	Evansville IN (324)	Madisonville	Director of Finance City of Madisonville	9783
KY	Evansville IN (324)	Murray	City of Murray	APPL-Murray
KY	Lexington KY (232)	Anderson	Anderson County Clerk	APL_AndersonCty
KY	Lexington KY (232)	Danville	City of Danville	2822-Permanent
KY	Lexington KY (232)	Flemingsburg	City of Flemingsburg	0072
KY	Lexington KY (232)	Georgetown-Scott County	Georgetown-Scott County Revenue Commission	Net Profit-103044
KY	Lexington KY (232)	Harrodsburg	City of Harrodsburg	0001921
KY	Lexington KY (232)	Kentucky Commonwealth	Kentucky State Treasurer	S-012R
KY	Lexington KY (232)	Kentucky Commonwealth	Kentucky State Treasurer	S-014CL
KY	Lexington KY (232)	Lawrenceburg	City of Lawrenceburg	2014-20132950
KY	Lexington KY (232)	Lexington-Fayette County	Lexington-Fayette Urban County Government	11871

KY	Lexington KY (232)	Lexington-Fayette County	Lexington-Fayette Urban County Government	128493
KY	Lexington KY (232)	McKee	City of McKee	LIC-10452
KY	Lexington KY (232)	Midway	City of Midway	1650
KY	Lexington KY (232)	Morehead	City of Morehead	2014-1142-01
KY	Lexington KY (232)	Paris	City of Paris	40225
KY	Lexington KY (232)	Pikeville	City of Pikeville	7093
KY	Lexington KY (232)	Richmond	City of Richmond, Finance Department	16681
KY	Lexington KY (232)	Somerset	City of Somerset	20141619
KY	Lexington KY (232)	Stanford	City of Stanford	1542
KY	Lexington KY (232)	Versailles	City of Versailles	2012 0000000816
KY	Lexington KY (232)	Whitesburg	City of Whitesburg	3128
KY	Lexington KY (232)	Winchester	City of Winchester	0000899
KY	Louisville KY (233)	Bardstown	City of Bardstown	2043
KY	Louisville KY (233)	Berea	City of Berea	002251
KY	Louisville KY (233)	Bloomfield	City of Bloomfield	01301
KY	Louisville KY (233)	Bowling Green	City of Bowling Green	GROSS-APL BowlingGreen
KY	Louisville KY (233)	Burkesville	City of Burkesville	APL Burkesville
KY	Louisville KY (233)	Campbellsburg	City of Campbellsburg	Campbellsburg 087
KY	Louisville KY (233)	Carrollton	City of Carrollton	2014 000002452
KY	Louisville KY (233)	Elizabethtown	City of Elizabethtown	58858
KY	Louisville KY (233)	Eminence	City of Eminence	1805
KY	Louisville KY (233)	Frankfort KY	City of Frankfort	0068018
KY	Louisville KY (233)	Franklin	City of Franklin	2012-4274
KY	Louisville KY (233)	Glasgow	City of Glasgow	2014 295600001
KY	Louisville KY (233)	Highland Heights KY	City of Highland Heights,	1071
KY	Louisville KY (233)	Hopkinsville	City of Hopkinsville	115103
KY	Louisville KY (233)	Jeffersontown	City of Jeffersontown	00001796
KY	Louisville KY (233)	Kentucky Commonwealth	Kentucky State Treasurer	S-007R
KY	Louisville KY (233)	Kentucky Commonwealth	Kentucky State Treasurer	S-011CL
KY	Louisville KY (233)	Kentucky Commonwealth	Kentucky State Treasurer	S-025S
KY	Louisville KY (233)	LaGrange	City of LaGrange	26737
KY	Louisville KY (233)	Lebanon	City of Lebanon	570240
KY	Louisville KY (233)	Louisville KY	False Alarm Reduction Unit	324
KY	Louisville KY (233)	Louisville-Jefferson	Metro Finance	F0022
KY	Louisville KY (233)	Louisville-Jefferson	Metro Finance	X0006
KY	Louisville KY (233)	Nelson	Nelson County	Nelson County
KY	Louisville KY (233)	New Castle KY	City of New Castle	5242
KY	Louisville KY (233)	Pioneer Village	City of Pioneer Village	3742
KY	Louisville KY (233)	Radcliff	City of Radcliff	APL Radcliff
KY	Louisville KY (233)	Russellville	City of Russellville	582608861

KY	Louisville KY (233)	Shelbyville	City of Shelbyville	APPL Shelbyville
KY	Louisville KY (233)	Shepherdsville	City of Shepherdsville	2009 0000232
KY	Louisville KY (233)	Springfield	City of Springfield	15579
KY	Louisville KY (233)	Warsaw	City of Warsaw	10449
KY	Louisville KY (233)	West Buechel	City of West Buechel	West Buechel
LA	Lake Charles LA (727)	Coushatta Tribe of LA	Tribal Gaming Commission	SV 853
LA	Lake Charles LA (727)	Jennings	PO Box 1249	0000003962
LA	Lake Charles LA (727)	Lake Charles	City of Lake Charles	05-00494
LA	New Orleans LA (Harahan - 269)	Baton Rouge	City of Baton Rouge Parish of East Baton Rouge	0138
LA	New Orleans LA (Harahan - 269)	Louisiana State	Contractor Licensing Board	39050
LA	New Orleans LA (Harahan - 269)	Louisiana State	Louisiana Dept. of Public Safety and Corrections	NonGamingLic
LA	New Orleans LA (Harahan - 269)	Louisiana State	Office of State Fire Marshal	F767
LA	New Orleans LA (Harahan - 269)	Louisiana State	State of Louisiana, Dept of Public Safety & Correc	LousianaBusiness
LA	New Orleans LA (Harahan - 269)	St. James Parish	St. James Parish	1062
LA	Shreveport LA (287)	Louisiana State	Office of the State Fire Marshal	F186
LA	Shreveport LA (287)	Parish of Ouachita	Parish of Ouachita	13 00003213
MA	Boston MA (Norwood 108)	Massachusetts	Div of Capital Asset Mgmt.	1245
MA	Boston MA (Norwood 108)	Massachusetts Commonwealth	Commonwealth of Massachusetts	SC 000786
MA	Boston MA (Norwood 108)	Massachusetts Commonwealth	The Commonwealth of Massachusetts	11-1245..
MA	Nashua NH (114)	Massachusetts Commonwealth	Commonwealth of Massachusetts	CR 16
MA	Providence RI (149)	Barnstable	Town of Barnstable	14-068
MA	Providence RI (149)	Massachusetts Commonwealth	Commonwealth of Massachusetts	CR-000105
MA	Westminster TSP (807)	Westminster	Town of Westminster	Westminster.TSP
MA	Worcester MA (168)	Massachusetts	Commonwealth of Massachusetts	SS 001886
MA	Worcester MA (168)	Massachusetts Commonwealth	Commonwealth of Massachusetts	CR-004651
MA	Worcester MA (168)	Massachusetts Commonwealth	Commonwealth of Massachusetts	SSCO-001007
MA	Worcester MA (168)	Massachusetts Commonwealth	Division of Prof. Licensure	17359A
MD	Baltimore MD (Linthicum - 565)	Baltimore	Baltimore City Alarm Reduction Program	Reg# 0394

MD	Baltimore MD (Linthicum - 565)	Baltimore	Baltimore City False Alarm Reduction Program	217
MD	Baltimore MD (Linthicum - 565)	Calvert County	Calvert County Treasurer	ABL3902
MD	Baltimore MD (Linthicum - 565)	Maryland State	Clerk of Circuit Court for Anne Arundel County	02826191
MD	Baltimore MD (Linthicum - 565)	Maryland State	Maryland State Lottery Commission	MD-Lottery-Active- No Exp
MD	Baltimore MD (Linthicum - 565)	Maryland State	Maryland State Police	107-1486
MD	Baltimore MD (Linthicum - 565)	Maryland State	Office of the State Fire Marshal	MSC-13
MD	Hagerstown MD (516)	Maryland State	Dennis J. Weaver, Clerk of Circuit Court	21881625
MD	Northern Virginia VA (Dulles - 564)	Charles County	Charles County Government	3902
MD	Northern Virginia VA (Dulles - 564)	Montgomery County	Montgomery County	00035
MD	Northern Virginia VA (Dulles - 564)	Montgomery County	Montgomery County	EB3709
MD	Northern Virginia VA (Dulles - 564)	Montgomery County	Montgomery County Fire & Rescue Service	Spklr
MD	Northern Virginia VA (Dulles - 564)	Montgomery County	Montgomery County Fire Code Enforcement Section	APL IMTCorp Lic
MD	Northern Virginia VA (Dulles - 564)	Montgomery County Dept of	Montgomery County	00686
MD	Northern Virginia VA (Dulles - 564)	Prince George County	Prince George County - Licensing	EC0808
MD	Wilmington DE (New Castle - 557)	Ocean City	Town of Ocean City	14-00035567
ME	Portland ME (147)	Maine State	Department of Professional & Financial Regulation	MS60019217
ME	Portland ME (147)	Maine State	Treasurer State of Maine	MC60018335-Not Req'd
MI	Detroit MI (Farmington Hills - 321)	Michigan State	Dept of Labor & Economic Growth	5103271
MI	Detroit MI (Farmington Hills - 321)	Michigan State	MI - Dept of Labor & Economic Growth	S-0417
MI	Detroit MI (Farmington Hills - 321)	Michigan State	MI Dept of Labor & Eco Growth	7116956
MI	Detroit MI (Farmington Hills - 321)	Michigan State	MI Dept of Labor & Eco Growth	A-0417
MI	Detroit MI (Farmington Hills - 321)	Michigan State	MI Dept of Labor&Economic Growth	3601205721

MI	Detroit MI (Farmington Hills - 321)	Michigan State	Michigan Gaming Control Board	exempt-financials due6mo.
MI	Detroit MI (Farmington Hills - 321)	Nottawaseppi Huron Band	Nottawaseppi Huron Band of the Potawatomi (NHBP)	NG-10-0365
MI	Grand Rapids MI (327)	Michigan State	MI Dept of Labor&Economic Growth	5103081
MI	Northern Indiana IN (Elkhart - 359)	Michigan State	State of Michigan Licensing and Regulatory Affairs	License Registration
MI	Toledo OH (Maumee - 584)	Michigan State	Bureau of Fire Services,Off.State Fire Marshal	A-0013
MI	Toledo OH (Maumee - 584)	Michigan State	MI Dept of Labor&Economic Growth	5103296
MN	Minneapolis MN (337)	Baxter	City of Baxter	3065
MN	Minneapolis MN (337)	Burnsville	City of Burnsville	APL Burnsville
MN	Minneapolis MN (337)	Columbia Heights	City of Columbia Heights	Columbia Heights
MN	Minneapolis MN (337)	Mille Lacs Band of Ojibwe	700 Grand Avenue	G-1096
MN	Minneapolis MN (337)	Minneapolis	Minneapolis Finance Dept.	L067 50004
MN	Minneapolis MN (337)	Minnesota State	Department of Labor and Industry	TS000557
MN	Minneapolis MN (337)	Minnesota State	State Fire Marshal Division	C015
MN	Minneapolis MN (337)	Upper Sioux Community	Upper Sioux Community Gaming Commission	APPL UPPER SIOUX
MO	Kansas City KS (Lenexa - 332)	Belton	City of Belton	OL-14-02219
MO	Kansas City KS (Lenexa - 332)	Blue Springs	City of Blue Springs	532
MO	Kansas City KS (Lenexa - 332)	Chillicothe	City of Chillicothe	Y01432
MO	Kansas City KS (Lenexa - 332)	Gladstone	Office of Collector	BL-14-03788
MO	Kansas City KS (Lenexa - 332)	Grandview	City of Grandview	01068
MO	Kansas City KS (Lenexa - 332)	Harrisonville	City of Harrisonville	Harrisonville
MO	Kansas City KS (Lenexa - 332)	Independence	License Officer	72180
MO	Kansas City KS (Lenexa - 332)	Kansas City	City of Kansas City	201639
MO	Kansas City KS (Lenexa - 332)	Kansas City	City of Kansas City	951396

MO	Kansas City KS (Lenexa - 332)	Kansas City MO	Department of City Planning and Development	951393
MO	Kansas City KS (Lenexa - 332)	Kearney	The City of Kearney	1360
MO	Kansas City KS (Lenexa - 332)	Lee's Summit	City of Lee's Summit	2014-85231
MO	Kansas City KS (Lenexa - 332)	Lenexa	City of Lenexa	L02120
MO	Kansas City KS (Lenexa - 332)	Liberty	Deputy City Clerk	LIC-1850-2003
MO	Kansas City KS (Lenexa - 332)	Marshall	City of Marshall	1415
MO	Kansas City KS (Lenexa - 332)	North Kansas City	City Clerk	3582
MO	Kansas City KS (Lenexa - 332)	Oak Grove	City of Oak Grove	3037
MO	Kansas City KS (Lenexa - 332)	Odessa	City of Odessa City Hall	116
MO	Kansas City KS (Lenexa - 332)	Parkville	City of Parkville	Parkville Occupational
MO	Kansas City KS (Lenexa - 332)	Raymore	City of Raymore	10059
MO	Kansas City KS (Lenexa - 332)	Raytown	City of Raytown	0334
MO	Kansas City KS (Lenexa - 332)	Richmond MO	City of Richmond	073
MO	Kansas City KS (Lenexa - 332)	St. Joseph	City of St. Joseph	FP06-00817
MO	Kansas City KS (Lenexa - 332)	St. Joseph MO	City of St. Joseph	BL02-06023
MO	Kansas City KS (Lenexa - 332)	Warrensburg	City of Warrensburg	17407
MO	Phoenix AZ (445)	Kansas City MO	City of Kansas City	10040361
MO	Springfield MO (333)	Aurora	City of Aurora	647
MO	Springfield MO (333)	Branson	City of Branson - Finance	14-00000374
MO	Springfield MO (333)	Carthage	City of Carthage	0125
MO	Springfield MO (333)	Greene County	Greene County	2201215
MO	Springfield MO (333)	Joplin	City of Joplin	15-00016801
MO	Springfield MO (333)	Laclede County	Laclede County Collector	3333
MO	Springfield MO (333)	Neosho	City of Neosho	014255
MO	Springfield MO (333)	Nevada MO	City of Nevada	001620
MO	Springfield MO (333)	Newton County	Newton County	2516
MO	Springfield MO (333)	Osage Beach	City of Osage Beach	01673
MO	Springfield MO (333)	Polk	Polk County Collector	0199
MO	Springfield MO (333)	Pulaski	Pulaski County	1166
MO	Springfield MO (333)	Republic	City of Republic	852
MO	Springfield MO (333)	Rolla	City of Rolla	0418
MO	Springfield MO (333)	Springfield MO	City of Springfield	BUS2002-01012

MO	St. Louis MO (Earth City - 354)	Baldwin MO	City of Baldwin	APL Baldwin
MO	St. Louis MO (Earth City - 354)	Ballwin	City of Ballwin	558
MO	St. Louis MO (Earth City - 354)	Cape Girardeau	PO Box 617	4987
MO	St. Louis MO (Earth City - 354)	Chesterfield	City of Chesterfield	1037
MO	St. Louis MO (Earth City - 354)	Columbia	City of Columbia	10 00009815
MO	St. Louis MO (Earth City - 354)	Crystal	City of Crystal City	00612
MO	St. Louis MO (Earth City - 354)	Farmington MO	City of Farmington	Farmington-967
MO	St. Louis MO (Earth City - 354)	Frontenac	City of Frontenac	2008-1053
MO	St. Louis MO (Earth City - 354)	Herculaneum	City of Herculaneum	13-851
MO	St. Louis MO (Earth City - 354)	Hermann	City of Hermann	226
MO	St. Louis MO (Earth City - 354)	Jefferson	Jefferson County	Jefferson County
MO	St. Louis MO (Earth City - 354)	Jefferson City	City of Jefferson	004744
MO	St. Louis MO (Earth City - 354)	Kirksville/Adair	City of Kirksville/County of Adair	7988
MO	St. Louis MO (Earth City - 354)	Kirkwood	City of Kirkwood	07-2553
MO	St. Louis MO (Earth City - 354)	Macon	City of Macon	SIMPLEXGRI-04
MO	St. Louis MO (Earth City - 354)	Pacific	City of Pacific	1535
MO	St. Louis MO (Earth City - 354)	St. Francois	St. Francois County	967
MO	St. Louis MO (Earth City - 354)	St. Louis	City of St. Louis	221
MO	St. Louis MO (Earth City - 354)	St. Louis	City of St. Louis	225
MO	St. Louis MO (Earth City - 354)	St. Louis	City of St. Louis	APPL-St Louis MechLic
MO	St. Louis MO (Earth City - 354)	St. Louis	City of St. Louis	LC9736767
MO	St. Louis MO (Earth City - 354)	St. Louis	St Louis County Treasurer	NL13676
MO	St. Louis MO (Earth City - 354)	St. Louis	St Louis County Treasurer	SFC-X4033
MO	St. Louis MO (Earth City - 354)	St. Louis - ARFAM	City of St. Louis - ARFAM	82
MO	St. Louis MO (Earth City - 354)	St. Louis County	Director of Revenue St. Louis County	69805
MO	St. Louis MO (Earth City - 354)	St. Louis County	St Louis County Treasurer	APL DuanMarshall

MO	St. Louis MO (Earth City - 354)	St. Louis County	St. Louis County	B0027247A
MO	St. Louis MO (Earth City - 354)	St. Louis County	St. Louis County Treasurer	APPL Backflow Lic
MO	St. Louis MO (Earth City - 354)	St. Louis Fire Department	St. Louis Fire Department	FireSupp
MO	St. Louis MO (Earth City - 354)	Troy	City of Troy	LIC2007-50
MO	St. Louis MO (Earth City - 354)	Washington	City of Washington	16434
MO	St. Louis MO (Earth City - 354)	Wildwood	City of Wildwood	A2014-2015
MS	Jackson MS (Richland - 294)	McComb	City of McComb	McComb
MS	Jackson MS (Richland - 294)	Mississippi State	Mississippi Insurance Department	New Lic / Requirement
MS	Jackson MS (Richland - 294)	Pearl	City of Pearl	Pearl
MS	Jackson MS (Richland - 294)	Richland	City of Richland	Richland-510
MS	Memphis TN (235)	Horn Lake	City of Horn Lake	APL LakeHorn
MS	Mobile AL (222)	Gulfport	City of Gulfport	64469
MS	New Orleans LA (Harahan - 269)	Mississippi State	Mississippi State Board of Contractors	05594-SC
MS	New Orleans LA (Harahan - 269)	Mississippi State	State Board of Contractors	00618-SC
MT	Helena MT (483)	Billings	City of Billings	OL-15-18325
MT	Helena MT (483)	Blackfeet Tribe	Blackfeet Nation	001091
MT	Helena MT (483)	Bozeman	City of Bozeman,	14-00011254
MT	Helena MT (483)	Butte Silver Bow	Butte Silver Bow	8113
MT	Helena MT (483)	Great Falls	City of Great Falls	19568
MT	Helena MT (483)	Helena	City of Helena	7765
MT	Helena MT (483)	Missoula	City of Missoula	BL01-62185
MT	Helena MT (483)	Montana State	Department of Labor & Industry	146787
MT	Helena MT (483)	Whitefish	City of Whitefish	831
NC	Charlotte NC (260)	Brevard	City of Brevard	6454
NC	Charlotte NC (260)	Charlotte/Mecklenburg	City-County Tax Collector	10-0005620
NC	Charlotte NC (260)	North Carolina State	Alarm Systems Licensing Board	1030-CSA
NC	Charlotte NC (260)	North Carolina State	State Board of Examiners	30654
NC	Charlotte NC (260)	North Carolina State	State Board of Examiners of Electrical Contractors	29433-SP-FA/LV
NC	Charlotte NC (260)	North Carolina State	State of NC Board of Examiners	30687
NC	Charlotte NC (260)	Waxhaw	Town of Waxhaw	PL-945-2013
NC	Greensboro NC (High Point - 286)	Greensboro	City of Greensboro	Bond Privilege



NC	Greensboro NC (High Point - 286)	High Point	City of High Point	32912-13638
NC	Greensboro NC (High Point - 286)	North Carolina State	State Board of Examiners	28508
NC	Greensboro NC (High Point - 286)	North Carolina State	State Board of Examiners of Electrical Contractors	25284-SP-LV
NC	Greensboro NC (High Point - 286)	North Carolina State	State of North Carolina	1843-CSA
NC	Greensboro NC (High Point - 286)	North Carolina State	State of North Carolina	912-CSA
NC	Greensboro NC (High Point - 286)	Reidsville	City of Reidsville	64042
NC	Greensboro NC (High Point - 286)	Salisbury	City of Salisbury	00002291
NC	Greensboro NC (High Point - 286)	Statesville	City of Statesville	07-00003926
NC	Greensboro NC (High Point - 286)	Winston-Salem	City of Winston-Salem Revenue Division	APPL Winston-Salem
NC	Greenville SC (Spartanburg - 213)	Asheville	City of Asheville	9017
NC	Greenville SC (Spartanburg - 213)	North Carolina State	State Board of Examiners of Electrical Contractors	27089-SP-FA/LV
NC	Hickory NC (298)	Boone	Town of Boone	26867735
NC	Hickory NC (298)	Catawba County	County of Catawba	2011-PL530
NC	Hickory NC (298)	Hickory	City of Hickory	12 00008131
NC	Hickory NC (298)	Morganton	City of Morganton	1919
NC	Johnson City TN (Kingsport - 209)	North Carolina State	State of NC Board of Examiners	30759
NC	Johnson City TN (Kingsport - 209)	North Carolina State	State of NC Board of Examiners	S30797
NC	Myrtle Beach SC (217)	North Carolina State	State Board of Examiners of Electrical Contractors	29354-SP-FA/LV
NC	Myrtle Beach SC (217)	Shalotte	Town of Shallotte	734
NC	Myrtle Beach SC (217)	Whiteville	City of Whiteville	1529
NC	Myrtle Beach SC (217)	Whiteville	City of Whiteville	1530
NC	Norfolk VA (295)	North Carolina State	Alarm Systems Licensing Board	BPN001962P4
NC	Norfolk VA (295)	North Carolina State	State Board of Examiners	24571
NC	Raleigh NC (250)	Brunswick	County of Brunswick	APPL BRUNSWICK
NC	Raleigh NC (250)	Cape Carteret	Town of Cape Carteret	APL CapeCarteret
NC	Raleigh NC (250)	Carrboro	Town of Carrboro	1035
NC	Raleigh NC (250)	Cary	Town of Cary	07-00019607
NC	Raleigh NC (250)	Chapel Hill	Town of Chapel Hill	Chapel Hill
NC	Raleigh NC (250)	Clayton	Town of Clayton	46

NC	Raleigh NC (250)	Dunn	City of Dunn	15860
NC	Raleigh NC (250)	Durham	City of Durham	11162
NC	Raleigh NC (250)	Erwin	Town of Erwin	Erwin139
NC	Raleigh NC (250)	Fayetteville	City of Fayetteville	20091890
NC	Raleigh NC (250)	Fayetteville	City of Fayetteville	20091891
NC	Raleigh NC (250)	Fuquay-Varina	Town of Fuquay-Varina	447
NC	Raleigh NC (250)	Goldsboro	City of Goldsboro	CBL-04807-2013
NC	Raleigh NC (250)	Greenville	City of Greenville	7090
NC	Raleigh NC (250)	Henderson	City of Henderson	502
NC	Raleigh NC (250)	Holly Springs	Town of Holly Springs	2801809
NC	Raleigh NC (250)	Hope Mills	Town of Hope Mills	1737
NC	Raleigh NC (250)	Knightdale	TOWN OF KNIGHTDALE	Privilege
NC	Raleigh NC (250)	Morrisville NC	Town Of Morrisville	Morrisville
NC	Raleigh NC (250)	New Bern	City of New Bern	029792/030365
NC	Raleigh NC (250)	New Hanover County	New Hanover County	firelicense
NC	Raleigh NC (250)	North Carolina State	Alarm Systems Licensing Board	1439-CSA
NC	Raleigh NC (250)	North Carolina State	State Board of Examiners	24965
NC	Raleigh NC (250)	North Carolina State	State Board of Examiners of Electrical Contractors	27575-U
NC	Raleigh NC (250)	Raleigh NC	City of Raleigh	29667
NC	Raleigh NC (250)	Rocky Mount	City of Rocky Mount	3073
NC	Raleigh NC (250)	Rolesville	Town of Rolesville	4100
NC	Raleigh NC (250)	Southport	City of Southport	3767
NC	Raleigh NC (250)	Spring Lake	The Town of Spring Lake	6531
NC	Raleigh NC (250)	Surf City	Town of Surf City	Town of Surf City
NC	Raleigh NC (250)	Swansboro Town	Town of Swansboro	5860
NC	Raleigh NC (250)	Topsail Beach	Town of Topsail Beach	Topsail applied for
NC	Raleigh NC (250)	Wake Forest	Town of Wake Forest	503
NC	Raleigh NC (250)	Washington	City of Washington	200199
NC	Raleigh NC (250)	Wilson	City of Wilson	6393
ND	Fargo ND (385)	Grand Forks	City of Grand Forks	671938
ND	Fargo ND (385)	Grand Forks	Grand Forks Fire Department	12710
ND	Fargo ND (385)	North Dakota State	State of North Dakota, Secretary of State	37144
ND	Fargo ND (385)	Spirit Lake Tribe	Spirit Lake Tribe	02-14-030
ND	Fargo ND (385)	Standing Rock	Standing Rock Tribe	BL-0000098
ND	Fargo ND (385)	TERO MHA	Tribal Employment Rights Office TERO	08-1526
ND	Fargo ND (385)	TERO Turtle Mountain	Tribal Employment Rights Office	020823
NE	Omaha NE (362)	Blair	City of Blair	City of Blair 2014
NE	Omaha NE (362)	La Vista	City of La Vista	14-0102

NE	Omaha NE (362)	Lincoln	City of Lincoln	EFA53
NE	Omaha NE (362)	Lincoln	City of Lincoln	FM66
NE	Omaha NE (362)	Lincoln	City of Lincoln	KM30
NE	Omaha NE (362)	Lincoln	City of Lincoln	KMG32
NE	Omaha NE (362)	Nebraska State	Nebraska Department of Labor/CRA	23601
NE	Omaha NE (362)	Nebraska State	State of Nebraska	98005
NE	Omaha NE (362)	Norfolk	City of Norfolk	2014-00316
NE	Omaha NE (362)	Omaha	City of Omaha	Permit # SMP
NE	Omaha NE (362)	York	City of York	0306
NJ	Allentown PA (551)	New Jersey State	Dept of Treasury/Div of Rev	1125364-Permanent
NJ	North Jersey NJ (Rockaway - 518)	Bayonne	Office of Construction Official	5845
NJ	North Jersey NJ (Rockaway - 518)	Edison Township	Township of Edison	6065
NJ	North Jersey NJ (Rockaway - 518)	Irvington Township	Dept of Rev & Fin, Div of Lic	0121
NJ	North Jersey NJ (Rockaway - 518)	Jersey City	City of Jersey City	Y2-0081
NJ	North Jersey NJ (Rockaway - 518)	New Jersey State	Dept of Treasury/Div of Rev	1090258
NJ	North Jersey NJ (Rockaway - 518)	New Jersey State	Dept of Treasury/Div of Rev	1128896
NJ	North Jersey NJ (Rockaway - 518)	New Jersey State	State of New Jersey	34BF00045100
NJ	North Jersey NJ (Rockaway - 518)	New Jersey State	Treasurer State of New Jersey	153655
NJ	North Jersey NJ (Rockaway - 518)	New Jersey State	Treasurer State of New Jersey	158211
NJ	North Jersey NJ (Rockaway - 518)	New Jersey State	Treasurer State of New Jersey	177508
NJ	North Jersey NJ (Rockaway - 518)	New Jersey State	Treasurer State of New Jersey	177509
NJ	North Jersey NJ (Rockaway - 518)	New Jersey State	Treasurer State of New Jersey	Bid Classification
NJ	North Jersey NJ (Rockaway - 518)	New Jersey State	Treasurer State of New Jersey	P00423
NJ	North Jersey NJ (Rockaway - 518)	Newark	City of Newark	03-04826
NJ	North Jersey NJ (Rockaway - 518)	Northvale	Borough of Northvale	03-76
NJ	North Jersey NJ (Rockaway - 518)	Passaic	City of Passaic	1374-5
NJ	North Jersey NJ (Rockaway - 518)	Rutherford	Municipal Building	104-04
NJ	North Jersey NJ (Rockaway - 518)	South Orange	The Township of South Orange Village	1863
NJ	North Jersey NJ (Rockaway - 518)	West Windsor	Township of West Windsor	1695
NJ	Philadelphia PA (Horsham - 544)	New Jersey State	State of New Jersey	1383958

NJ	Philadelphia PA (Horsham - 544)	Pennsauken	Township of Pennsauken	2014-74241
NJ	Philadelphia PA (Horsham - 544)	Washington	Township of Washington	Twp Washington
NJ	South Jersey NJ (Egg Harbor - 526)	Egg Harbor	Township of Egg Harbor	2002039
NJ	South Jersey NJ (Egg Harbor - 526)	New Jersey State	Casino Control Commission	60903
NJ	South Jersey NJ (Egg Harbor - 526)	New Jersey State	Dept of Treasury/Div of Rev	1089133
NJ	South Jersey NJ (Egg Harbor - 526)	New Jersey State	Div of Wage & Hour Compliance State of NJ	605576
NJ	Westminster CMC (807)	New Jersey State	Dept of Treasury/Div of Rev	0882491
NM	Albuquerque NM (467)	Alamogordo	City of Alamogordo	14 00008808
NM	Albuquerque NM (467)	Albuquerque	Albuquerque Police Dept	625
NM	Albuquerque NM (467)	Albuquerque	City of Albuquerque	ID FA0009567
NM	Albuquerque NM (467)	Bernalillo	Bernalillo County	ZBL#40311
NM	Albuquerque NM (467)	Clayton	Town of Clayton	APL TownClayton
NM	Albuquerque NM (467)	Corona	Village of Corona	Corona
NM	Albuquerque NM (467)	Deming	Po Box 706	2538
NM	Albuquerque NM (467)	Edgewood	Town of Edgewood	00887
NM	Albuquerque NM (467)	Espanola	City of Espanola	3573
NM	Albuquerque NM (467)	Farmington NM	City of Farmington	09-00004946
NM	Albuquerque NM (467)	Gallup	City of Gallup	14-00001113
NM	Albuquerque NM (467)	Grants	City of Grants	1055
NM	Albuquerque NM (467)	Los Alamos County	Los Alamos County	LCRO 20010087
NM	Albuquerque NM (467)	Los Lunas	Village of Los Lunas	3141
NM	Albuquerque NM (467)	Mosquero	Village of Mosquero	141516
NM	Albuquerque NM (467)	New Mexico State	Labor Enforcement Fund, State of NM	002385020120127
NM	Albuquerque NM (467)	New Mexico State	NM - State Fire Marshal's Office	LP#10-0072
NM	Albuquerque NM (467)	New Mexico State	PSI - State of New Mexico	89122
NM	Albuquerque NM (467)	Pueblo of Acoma	Pueblo of Acoma Gaming Commiss	2003-081

NM	Albuquerque NM (467)	Pueblo of Isleta	Pueblo of Isleta Gaming Commis	POIGRA038N02
NM	Albuquerque NM (467)	Pueblo of Tesuque	Pueblo of Tesuque	C1-769
NM	Albuquerque NM (467)	Rio Rancho	City of Rio Rancho	11-00003291
NM	Albuquerque NM (467)	Rio Rancho	City of Rio Rancho	14-00003291
NM	Albuquerque NM (467)	Roswell	PO Drawer 1838	3119
NM	Albuquerque NM (467)	Ruidoso	Village of Ruidoso	5170
NM	Albuquerque NM (467)	San Ysidro	Village of San Ysidro	7808
NM	Albuquerque NM (467)	Santa Fe	City of Santa Fe	14-00048280
NM	Albuquerque NM (467)	Santa Fe	City of Santa Fe	14-053
NM	Albuquerque NM (467)	Santa Fe County	Santa Fe County	93128
NM	Albuquerque NM (467)	Santa Rosa	City Clerk	2943
NM	Albuquerque NM (467)	Silver City	Town of Silver City	14-4121
NM	Albuquerque NM (467)	Socorro	City of Socorro	007695
NM	Albuquerque NM (467)	Taos	Town of Taos	3200
NM	Albuquerque NM (467)	Taos Pueblo	Taos Pueblo Taxation Revenue Office	Issued-Taos Pueblo
NM	Albuquerque NM (467)	Torrance County	Torrance County	00129094
NV	Boise ID (444)	Nevada State	State Fire Marshal Division	F452
NV	Las Vegas NV (435)	Boulder NV	City of Boulder	LIC-696
NV	Las Vegas NV (435)	Clark County	Clark County	TAX-2000099-165
NV	Las Vegas NV (435)	Clark County	Clark County	TAX-2000743-240
NV	Las Vegas NV (435)	Henderson	City of Henderson	2003301440
NV	Las Vegas NV (435)	Henderson	City of Henderson	70703
NV	Las Vegas NV (435)	Las Vegas	City of Las Vegas	NLS-C11-10364-B-010297
NV	Las Vegas NV (435)	Mesquite	City of Mesquite	18003
NV	Las Vegas NV (435)	Mesquite	City of Mesquite	18003GR
NV	Las Vegas NV (435)	Nevada State	Nevada State Contractors Board	53672
NV	Las Vegas NV (435)	Nevada State	Nevada State Contractors Board	53679
NV	Las Vegas NV (435)	Nevada State	Nevada State Fire Marshal	E302,E68,F324,G422,IG66
NV	Las Vegas NV (435)	Nevada State	State of Nevada Contractors Board	SBPC-08-08-28-0093
NV	Las Vegas NV (435)	North Las Vegas	City of North Las Vegas	71749

NV	Las Vegas NV (435)	Pahrump	Town of Pahrump	S 971 SC
NV	Reno NV (Sparks - 454)	Carlin	City of Carlin	0146
NV	Reno NV (Sparks - 454)	Carson City	Carson City - Business License	14-00004178
NV	Reno NV (Sparks - 454)	Churchill	Churchill County Planning	LIC10292
NV	Reno NV (Sparks - 454)	Ely	City of Ely	1510
NV	Reno NV (Sparks - 454)	Fernley	City of Fernley	BL01-1365
NV	Reno NV (Sparks - 454)	Lyon	Lyon County Clerk	015936
NV	Reno NV (Sparks - 454)	Mineral	Mineral County Sheriff' Office	14889
NV	Reno NV (Sparks - 454)	Nevada State	Nevada State Fire Marshal	APL Creon
NV	Reno NV (Sparks - 454)	Nevada State	Nevada State Fire Marshal	E306,E70,F325,G4 24
NV	Reno NV (Sparks - 454)	Pershing County	Pershing County Sheriff's Office	5543
NV	Reno NV (Sparks - 454)	Tonopah	Town of Tonopah	11484
NV	Reno NV (Sparks - 454)	Wells	City of Wells	437
NV	Reno NV (Sparks - 454)	West Wendover	City of West Wendover	7947
NV	Reno NV (Sparks - 454)	Winnemucca	City of Winnemucca	9220
NV	Reno NV (Sparks - 454)	Yerington	City Of Yerington	yerington
NY	Albany NY (Clifton Park - 101)	New York State	New York State Department of State	12000051861
NY	Buffalo NY (Williamsville - 111)	Buffalo	City of Buffalo, Office of Licenses	SPC11-552734
NY	Johnson City NY (104)	New York State	New York Department of State	12000262690
NY	Long Island NY (Hauppauge - 119)	Nassau	Treasurer, County of Nassau	2003SPL00139
NY	Long Island NY (Hauppauge - 119)	Nassau	Treasurer, County of Nassau	72200005220
NY	Long Island NY (Hauppauge - 119)	Nassau County	Treasurer, County of Nassau	72200005221
NY	Long Island NY (Hauppauge - 119)	Suffolk County	Suffolk County Treasurer	126
NY	Long Island NY (Hauppauge - 119)	Suffolk County	Suffolk County Treasurer	126SA
NY	Newburgh NY (102)	Putnam	Commissioner of Finance	023-07
NY	Newburgh NY (102)	Putnam	Commissioner of Finance	Putnam
NY	Newburgh NY (102)	Putnam	Commissioner of Finance-Putnam County	020-07

NY	Newburgh NY (102)	Putnam County	COMMISSIONER OF FINANCE	021-09
NY	Newburgh NY (102)	Putnam County	COMMISSIONER OF FINANCE	025-09
NY	Newburgh NY (102)	Putnam County	COMMISSIONER OF FINANCE	026-09
NY	NYC (Long Island City - 143)	New York	New York City Fire Department	213A
NY	NYC (Long Island City - 143)	New York City	Department of Buildings Licensing Unit	1003-B
NY	NYC (Long Island City - 143)	New York City	NYC Dept. of Buildings	1040-A
NY	NYC (Long Island City - 143)	New York City	NYC Dept. of Buildings	electrical.NYC
NY	Rochester NY (153)	Rochester	Rochester Fire Department	E02200
NY	Syracuse NY (162)	New York State	New York State Department of State	12000306875
OH	Charleston WV (512)	Gallipolis	City of Gallipolis	Gallipolis - Contractor
OH	Charleston WV (512)	Ohio State	Treasurer, State of Ohio	50 89 1016
OH	Charleston WV (512)	Portsmouth	City of Portsmouth Building Department	80036
OH	Cincinnati OH (West Chester - 514)	Beavercreek	CITY OF BEAVERCREEK	APPL Beavercreek
OH	Cincinnati OH (West Chester - 514)	Butler County	Butler County Building Dept	00714
OH	Cincinnati OH (West Chester - 514)	Cincinnati	City of Cincinnati	CBRC000195
OH	Cincinnati OH (West Chester - 514)	Cincinnati Water Works	Cincinnati Water Works	Cincinnati GCWW-Bond
OH	Cincinnati OH (West Chester - 514)	Dayton	City of Dayton	9741
OH	Cincinnati OH (West Chester - 514)	Eaton	City of Eaton	14642009
OH	Cincinnati OH (West Chester - 514)	Montgomery	Montgomery County Water Services	MontgomeryCty
OH	Cincinnati OH (West Chester - 514)	Ohio State	Treasurer, State of Ohio	50 31 1020
OH	Cincinnati OH (West Chester - 514)	Springfield	City of Springfield	14-00002188
OH	Cleveland OH (Strongsville - 515)	Akron	City of Akron	1171
OH	Cleveland OH (Strongsville - 515)	Alliance	City of Alliance	000000356
OH	Cleveland OH (Strongsville - 515)	Aurora OH	City of Aurora	14-05
OH	Cleveland OH (Strongsville - 515)	Avon	City of Avon	1119
OH	Cleveland OH (Strongsville - 515)	Avon Lake	City of Avon Lake	198000236

OH	Cleveland OH (Strongsville - 515)	Beachwood	City of Beachwood	2013-0294
OH	Cleveland OH (Strongsville - 515)	Bedford	City of Bedford	2020000029
OH	Cleveland OH (Strongsville - 515)	Bedford Heights	City of Bedford Heights	0587
OH	Cleveland OH (Strongsville - 515)	Berea	City of Berea	2014-136
OH	Cleveland OH (Strongsville - 515)	Berea	City of Berea	2014-137
OH	Cleveland OH (Strongsville - 515)	Brecksville	City of Brecksville	R2276
OH	Cleveland OH (Strongsville - 515)	Broadview Heights	City of Broadview Heights	2014-20093
OH	Cleveland OH (Strongsville - 515)	Brook Park	City of Brook Park	230260
OH	Cleveland OH (Strongsville - 515)	Brooklyn	City of Brooklyn	0360
OH	Cleveland OH (Strongsville - 515)	Brooklyn Heights	Village of Brooklyn Heights	APL BrooklynHeight
OH	Cleveland OH (Strongsville - 515)	Brunswick	City of Brunswick	341
OH	Cleveland OH (Strongsville - 515)	Cleveland Heights	City of Cleveland Heights	4085
OH	Cleveland OH (Strongsville - 515)	East Cleveland	City of East Cleveland	200218605
OH	Cleveland OH (Strongsville - 515)	Eastlake	City of Eastlake	46827
OH	Cleveland OH (Strongsville - 515)	Elyria	City of Elyria	CECII02018
OH	Cleveland OH (Strongsville - 515)	Elyria	City of Elyria	CEEI12122
OH	Cleveland OH (Strongsville - 515)	Euclid	City of Euclid	207000003
OH	Cleveland OH (Strongsville - 515)	Fairview Park	City of Fairview Park	197000006
OH	Cleveland OH (Strongsville - 515)	Garfield Heights	City of Garfield Heights	FIRE-14-0003
OH	Cleveland OH (Strongsville - 515)	Glenwillow	Village of Glenwillow	0065
OH	Cleveland OH (Strongsville - 515)	Hartville	City of Hartville	14B31
OH	Cleveland OH (Strongsville - 515)	Highland Heights OH	City of Highland Heights	101-11
OH	Cleveland OH (Strongsville - 515)	Independence OH	City of Independence	208000065
OH	Cleveland OH (Strongsville - 515)	Kent	City of Kent	APL Kent
OH	Cleveland OH (Strongsville - 515)	Kent	Kent Police Dept.	120650
OH	Cleveland OH (Strongsville - 515)	Lake County	Lake CountyTreasurer	182, 1085, 1086
OH	Cleveland OH (Strongsville - 515)	Lakewood OH	City of Lakewood	14-00005381



OH	Cleveland OH (Strongsville - 515)	Lorain	City of Lorain	211000130
OH	Cleveland OH (Strongsville - 515)	Lyndhurst	City of Lyndhurst	650
OH	Cleveland OH (Strongsville - 515)	Macedonia	City of Macedonia	206000385
OH	Cleveland OH (Strongsville - 515)	Mansfield	City of Mansfield	11-038
OH	Cleveland OH (Strongsville - 515)	Mansfield	City of Mansfield	73
OH	Cleveland OH (Strongsville - 515)	Maple Heights	City of Maple Heights	3306
OH	Cleveland OH (Strongsville - 515)	Maple Heights	City of Maple Heights	APL Sprinkler
OH	Cleveland OH (Strongsville - 515)	Massillon	City of Massillon	1544
OH	Cleveland OH (Strongsville - 515)	Massillon	City of Massillon	2794
OH	Cleveland OH (Strongsville - 515)	Mayfield Heights	City of Mayfield Heights	LIC2008-429
OH	Cleveland OH (Strongsville - 515)	Medina	City of Medina	14-067
OH	Cleveland OH (Strongsville - 515)	Mentor	City of Mentor	3005860
OH	Cleveland OH (Strongsville - 515)	Middleburg Heights	City of Middleburg Heights	20140277
OH	Cleveland OH (Strongsville - 515)	North Canton	City of North Canton	2345
OH	Cleveland OH (Strongsville - 515)	North Olmsted	City of North Olmsted	12508
OH	Cleveland OH (Strongsville - 515)	North Randall	Village of North Randall	2527
OH	Cleveland OH (Strongsville - 515)	North Royalton	City of North Royalton	0260
OH	Cleveland OH (Strongsville - 515)	Northfield	Village of Northfield	APPL-Northfield
OH	Cleveland OH (Strongsville - 515)	Oberlin	City of Oberlin	210000008
OH	Cleveland OH (Strongsville - 515)	Ohio State	Treasurer, State of Ohio	53 18 1046
OH	Cleveland OH (Strongsville - 515)	Olmsted Falls	City of Olmsted Falls	8953
OH	Cleveland OH (Strongsville - 515)	Ontario	City of Ontario	2014399
OH	Cleveland OH (Strongsville - 515)	Orange Village	Orange Village	4106
OH	Cleveland OH (Strongsville - 515)	Parma	City of Parma	9090
OH	Cleveland OH (Strongsville - 515)	Parma Heights	City of Parma Heights	24545
OH	Cleveland OH (Strongsville - 515)	Pepper Pike	City of Pepper Pike	LIC-4160
OH	Cleveland OH (Strongsville - 515)	Perry	Village of Perry	2014-02

OH	Cleveland OH (Strongsville - 515)	Ravenna	City of Ravenna	201400143
OH	Cleveland OH (Strongsville - 515)	Richmond Heights	City of Richmond Heights	6195
OH	Cleveland OH (Strongsville - 515)	Rocky River	City of Rocky River	10056
OH	Cleveland OH (Strongsville - 515)	Seven Hills	City of Seven Hills	600
OH	Cleveland OH (Strongsville - 515)	Shaker Heights	City of Shaker Heights	7915
OH	Cleveland OH (Strongsville - 515)	Sheffield OH	Village Of Sheffield	200000268
OH	Cleveland OH (Strongsville - 515)	Solon	City of Solon	205000024
OH	Cleveland OH (Strongsville - 515)	South Euclid	City of South Euclid	1987
OH	Cleveland OH (Strongsville - 515)	South Russell	Village of South Russell	2047
OH	Cleveland OH (Strongsville - 515)	Stark	Stark County Building Dept.	HY2014-002SP
OH	Cleveland OH (Strongsville - 515)	Stark	Stark County Building Dept.	LV2013-001FA
OH	Cleveland OH (Strongsville - 515)	Stow	City of Stow	101-0400-40434
OH	Cleveland OH (Strongsville - 515)	Streetsboro	City of Streetsboro	22092
OH	Cleveland OH (Strongsville - 515)	Strongsville	City of Strongsville	FIRS1127918
OH	Cleveland OH (Strongsville - 515)	Summit County OH	Summit County	AE140002/SSM140001
OH	Cleveland OH (Strongsville - 515)	Twinsburg	City of Twinsburg	7829
OH	Cleveland OH (Strongsville - 515)	University Heights	City of University Heights	2194
OH	Cleveland OH (Strongsville - 515)	Walton Hills	Village of Walton Hills	2547
OH	Cleveland OH (Strongsville - 515)	Warrensville Heights	City of Warrensville Heights	14-00002074
OH	Cleveland OH (Strongsville - 515)	Westlake	City of Westlake	21481
OH	Cleveland OH (Strongsville - 515)	Wickliffe	City of Wickliffe	1319
OH	Cleveland OH (Strongsville - 515)	Willoughby	City OF Willoughby	0200727
OH	Cleveland OH (Strongsville - 515)	Willoughby Hills	City of Willoughby Hills	2014-003
OH	Cleveland OH (Strongsville - 515)	Willowick	City of Willowick	Willowick
OH	Cleveland OH (Strongsville - 515)	Woodmere	Village of Woodmere	1316
OH	Columbus OH (Dublin - 583)	Athens OH	City of Athens	13-000022
OH	Columbus OH (Dublin - 583)	Bexley	City of Bexley	1747

OH	Columbus OH (Dublin - 583)	Chillicothe OH	City of Chillicothe	2001291
OH	Columbus OH (Dublin - 583)	Columbus	City of Columbus	2001000619
OH	Columbus OH (Dublin - 583)	Columbus	Columbus City Treasurer	53251041
OH	Columbus OH (Dublin - 583)	Delaware	City of Delaware	R05-076
OH	Columbus OH (Dublin - 583)	Dublin	City of Dublin	14-1153
OH	Columbus OH (Dublin - 583)	Fayette County	Fayette County Bldg Dept	2004-070
OH	Columbus OH (Dublin - 583)	Grandview Heights	City of Grandview Heights	2012269
OH	Columbus OH (Dublin - 583)	Grove City	City of Grove City	2116
OH	Columbus OH (Dublin - 583)	Lancaster OH	Bureau of Fire Prevention	Lancaster
OH	Columbus OH (Dublin - 583)	Lancaster OH	City of Lancaster	0500414
OH	Columbus OH (Dublin - 583)	Licking County	Licking County Health Department	624
OH	Columbus OH (Dublin - 583)	Marysville OH	City of Marysville	Marysville
OH	Columbus OH (Dublin - 583)	New Albany	Village of New Albany	LCC-2014-0043
OH	Columbus OH (Dublin - 583)	Norwich Twp Fire Dept	Norwich Twp Fire Dept	Norwich monitoring
OH	Columbus OH (Dublin - 583)	Obetz	Village of Obetz	APL Obetz
OH	Columbus OH (Dublin - 583)	Ohio State	Treasurer, State of Ohio	53 25 1041
OH	Columbus OH (Dublin - 583)	Pickaway	Pickaway County Building Department	G-335
OH	Columbus OH (Dublin - 583)	Pickerington	City of Pickerington	520
OH	Columbus OH (Dublin - 583)	Powell	City of Powell	2544
OH	Columbus OH (Dublin - 583)	Reynoldsburg	City of Reynoldsburg	1391
OH	Columbus OH (Dublin - 583)	Whitehall OH	City of Whitehall	1118
OH	Indianapolis IN (331)	Ohio State	Treasurer, State of Ohio	50 89 0017
OH	Philadelphia PA (Horsham - 544)	East Liverpool	City of East Liverpool	566
OH	Pittsburgh PA (Cranberry Twp - 546)	Leetonia	Village of Leetonia	LEETONIA
OH	Pittsburgh PA (Cranberry Twp - 546)	Niles	City of Niles	0922-03

OH	Pittsburgh PA (Cranberry Twp - 546)	Ohio State	Ohio Dept. of Commerce	50 89 0012
OH	Pittsburgh PA (Cranberry Twp - 546)	Salem	City of Salem	176-1516-032307
OH	Pittsburgh PA (Cranberry Twp - 546)	Steubenville	City of Steubenville	A-611
OH	Pittsburgh PA (Cranberry Twp - 546)	Warren	City of Warren	07468
OH	Pittsburgh PA (Cranberry Twp - 546)	Youngstown	City of Youngstown	APPL-Youngstown
OH	Toledo OH (Maumee - 584)	Defiance	City of Defiance	APL Defiance
OH	Toledo OH (Maumee - 584)	Lima	City of Lima	00021SP
OH	Toledo OH (Maumee - 584)	Maumee	City of Maumee	1605
OH	Toledo OH (Maumee - 584)	Napoleon	City of Napoleon	APL Napoleon
OH	Toledo OH (Maumee - 584)	Ohio State	Treasurer, State of Ohio	53 48 1017
OH	Toledo OH (Maumee - 584)	Oregon OH	City of Oregon, Bldg. Inspection Dept.	C1310005FP
OH	Toledo OH (Maumee - 584)	Ottawa	Ottawa County	APPL-Ottawa
OH	Toledo OH (Maumee - 584)	Perkins	Perkins Township	APPL_Perkins Township
OH	Toledo OH (Maumee - 584)	Sandusky	City of Sandusky	C002245
OH	Toledo OH (Maumee - 584)	Sidney Police Dept.	Sidney Police Department	APL SidneyPol Dept
OH	Toledo OH (Maumee - 584)	Sidney-Shelby	Sidney-Shelby County	2014-080
OH	Toledo OH (Maumee - 584)	Sidney-Shelby	Sidney-Shelby County	APPL-Sprinkler Installati
OH	Toledo OH (Maumee - 584)	Toledo	City of Toledo - Fire & Rescue Ops.	0089F/0090F/0091 F
OH	Toledo OH (Maumee - 584)	Whitehouse	Village of Whitehouse	APPL-Whitehouse
OK	Oklahoma City OK (442)	Oklahoma State	OK State Dept. of Health	280
OK	Oklahoma City OK (442)	Oklahoma State	Oklahoma State Dept of Labor	731
OK	Tulsa OK (441)	Bartlesville	City of Bartlesville	30726
OK	Tulsa OK (441)	Muscogee Creek Nation	Muscogee Creek Nation Indian Tribe	VL-243
OK	Tulsa OK (441)	Oklahoma State	OK State Dept. of Labor	265
OK	Tulsa OK (441)	Oklahoma State	Oklahoma State Dept. of Labor	1397

OK	Tulsa OK (441)	Oklahoma State	Oklahoma State Dept. of Labor	Branch Lic-000422
OK	Tulsa OK (441)	Oklahoma State	Oklahoma State Dept. of Labor	LIC-000424
OK	Tulsa OK (441)	Osage Nation Gaming Comm.	Osage Nation Gaming Commission	NGVR-5027-11
OK	Tulsa OK (441)	Tahlequah	City of Tahlequah	APPL TAHLEQUAH
OK	Tulsa OK (441)	Tulsa	City of Tulsa	Control # 82443
OK	Tulsa OK (441)	Tulsa	City of Tulsa	FDC1016
OK	Tulsa OK (441)	Tulsa	City of Tulsa	FDC1017
OK	Tulsa OK (441)	Tulsa	City of Tulsa	TUL-2131A
OK	Tulsa OK (441)	Tulsa	City of Tulsa	Tulsa - Paving Cut
OR	Portland OR (Lake Oswego - 448)	Astoria	City of Astoria	043204
OR	Portland OR (Lake Oswego - 448)	Beaverton OR	City of Beaverton	12591
OR	Portland OR (Lake Oswego - 448)	Bend	City of Bend	15-00011194
OR	Portland OR (Lake Oswego - 448)	Canby	City of Canby	2111
OR	Portland OR (Lake Oswego - 448)	Central Point	City of Central Point	00742
OR	Portland OR (Lake Oswego - 448)	Coos Bay	City of Coos Bay	BUS-0005087
OR	Portland OR (Lake Oswego - 448)	Dundee	City of Dundee	APL Dundee
OR	Portland OR (Lake Oswego - 448)	Florence	City of Florence	1705
OR	Portland OR (Lake Oswego - 448)	Forest Grove	City of Forest Grove	BL-001505
OR	Portland OR (Lake Oswego - 448)	Gladstone OR	City of Gladstone	14-0175
OR	Portland OR (Lake Oswego - 448)	Grants Pass	City of Grants Pass	15 00000929
OR	Portland OR (Lake Oswego - 448)	Gresham	City of Gresham	15-00005196
OR	Portland OR (Lake Oswego - 448)	Hillsboro	City of Hillsboro	0222
OR	Portland OR (Lake Oswego - 448)	Klamath Falls	City of Klamath Falls	15 00000520
OR	Portland OR (Lake Oswego - 448)	Lake Oswego	City of Lake Oswego	2001236
OR	Portland OR (Lake Oswego - 448)	Lincoln City	City of Lincoln City	O244
OR	Portland OR (Lake Oswego - 448)	Medford	City of Medford	15-00013746
OR	Portland OR (Lake Oswego - 448)	Metro	Metro Region	2731
OR	Portland OR (Lake Oswego - 448)	Milwaukie	City of Milwaukie	0328
OR	Portland OR (Lake Oswego - 448)	Oregon City	City of Oregon City	0790

OR	Portland OR (Lake Oswego - 448)	Oregon State	Construction Contractors Board	149921
OR	Portland OR (Lake Oswego - 448)	Oregon State	Dept of Consumer & Business Services	26-946CLE
OR	Portland OR (Lake Oswego - 448)	Oregon State	State of Oregon	47432PE
OR	Portland OR (Lake Oswego - 448)	Pendleton	City of Pendleton	445
OR	Portland OR (Lake Oswego - 448)	Portland	City of Portland	151512
OR	Portland OR (Lake Oswego - 448)	Redmond	City of Redmond	BLOUT-0184
OR	Portland OR (Lake Oswego - 448)	Reedsport	City of Reedsport	14-3204
OR	Portland OR (Lake Oswego - 448)	Sandy	City of Sandy	107
OR	Portland OR (Lake Oswego - 448)	Scappoose	City of Scappoose	1142
OR	Portland OR (Lake Oswego - 448)	Seaside	City of Seaside	140317
OR	Portland OR (Lake Oswego - 448)	St. Helens	City of St. Helens	00616
OR	Portland OR (Lake Oswego - 448)	Tualatin	City of Tualatin	14-00000206
OR	Portland OR (Lake Oswego - 448)	Warrenton	City of Warrenton	340
OR	Portland OR (Lake Oswego - 448)	Wilsonville	City of Wilsonville	00192000
OR	Portland OR (Lake Oswego - 448)	Woodburn	City of Woodburn	372
PA	Allentown PA (551)	Allentown	City of Allentown	SP-03673
PA	Allentown PA (551)	Dunmore	Borough of Dunmore	Dunmore
PA	Allentown PA (551)	Easton	City of Easton	2258
PA	Allentown PA (551)	Exeter PA	Exeter Township	14-016
PA	Allentown PA (551)	Fountain Hill	HAB-DLT	4431595
PA	Allentown PA (551)	Lower Mount Bethel	Lower Mount Bethel Township	APL MountBethel
PA	Allentown PA (551)	Lower Southampton	Lower Southampton Township	FM1343
PA	Allentown PA (551)	Palmer	Township of Palmer	101477
PA	Allentown PA (551)	Pottsville	City of Pottsville	L4-00495
PA	Allentown PA (551)	Reading	City and School District of Reading	364052
PA	Allentown PA (551)	Reading	City of Reading	023
PA	Allentown PA (551)	Reading	City of Reading	023-2012
PA	Allentown PA (551)	Reading	City of Reading	Reading
PA	Allentown PA (551)	Scranton	City of Scranton	2191-FP
PA	Allentown PA (551)	South Whitehall	South Whitehall Township	3519
PA	Allentown PA (551)	West Reading Borough	Berks EIT Bureau	WRB0827499
PA	Allentown PA (551)	Whitehall PA	Township of Whitehall	S14390

PA	Harrisburg PA (Mechanicsburg - 528)	Centre Region	Centre Region/Code Administration	2013-116
PA	Harrisburg PA (Mechanicsburg - 528)	Coal Township	Coal Township Municipal Office	Lic2014-02
PA	Harrisburg PA (Mechanicsburg - 528)	East Hempfield Twp	East Hempfield Township Police Dept.	015-14
PA	Harrisburg PA (Mechanicsburg - 528)	Harrisburg	City of Harrisburg	Acct 04178-0
PA	Harrisburg PA (Mechanicsburg - 528)	Harrisburg	City of Harrisburg Treasurer	00068
PA	Harrisburg PA (Mechanicsburg - 528)	Lancaster	City of Lancaster	05816
PA	Harrisburg PA (Mechanicsburg - 528)	Lancaster	City of Lancaster	11404
PA	Harrisburg PA (Mechanicsburg - 528)	Lancaster	City of Lancaster Bureau of Police	APL AlarmMonitoring
PA	Harrisburg PA (Mechanicsburg - 528)	Lower Allen	Lower Allen Township	01170
PA	Harrisburg PA (Mechanicsburg - 528)	Manheim Township	Manheim Township	FALC-21.14
PA	Harrisburg PA (Mechanicsburg - 528)	Manheim Twp Police	Manheim Township Police Dept	14-120
PA	Harrisburg PA (Mechanicsburg - 528)	State College	Borough of State College	10100
PA	Harrisburg PA (Mechanicsburg - 528)	Swatara Twp	Swatara Township	86
PA	Harrisburg PA (Mechanicsburg - 528)	York	York Area Tax Bureau	0010001270
PA	Philadelphia PA (Horsham - 544)	Abington Twp	Abington Township - Code Enforcement	1107-14
PA	Philadelphia PA (Horsham - 544)	Bensalem Twp	Bensalem Township	3404
PA	Philadelphia PA (Horsham - 544)	Bristol	Bristol Borough	14-2691
PA	Philadelphia PA (Horsham - 544)	Bristol	Bristol Township	FP-145435
PA	Philadelphia PA (Horsham - 544)	Chester	City of Chester	000426
PA	Philadelphia PA (Horsham - 544)	Doylestown	Doylestown Borough	300-622

PA	Philadelphia PA (Horsham - 544)	Doylestown Borough	Doylestown Borough	2014-64
PA	Philadelphia PA (Horsham - 544)	Doylestown Twp Police	Doylestown Township Police Dept.	039
PA	Philadelphia PA (Horsham - 544)	East Norriton	East Norriton Township	2014-30
PA	Philadelphia PA (Horsham - 544)	Glenolden	Borough of Glenolden	5197
PA	Philadelphia PA (Horsham - 544)	Hatfield Township	Hatfield Township	GC-0027
PA	Philadelphia PA (Horsham - 544)	Haverford	Township of Haverford	19297-3
PA	Philadelphia PA (Horsham - 544)	Lower Makefield	Township of Lower Makefield	Lower Makefield
PA	Philadelphia PA (Horsham - 544)	Lower Merion	Township of Lower Merion	1202
PA	Philadelphia PA (Horsham - 544)	Lower Pottsgrove	Lower Pottsgrove Township	Lower Pottsgrove GC
PA	Philadelphia PA (Horsham - 544)	Marple	Township of Marple	73431
PA	Philadelphia PA (Horsham - 544)	Middletown Twp	Township of Middletown	914
PA	Philadelphia PA (Horsham - 544)	Montgomery Township	Montgomery Township	0141
PA	Philadelphia PA (Horsham - 544)	Morrisville PA	Borough of Morrisville	2170
PA	Philadelphia PA (Horsham - 544)	New Hope	New Hope Police Department	APPL-New Hope
PA	Philadelphia PA (Horsham - 544)	Newtown	Newtown Township	G06133
PA	Philadelphia PA (Horsham - 544)	Newtown	Township of Newtown - Newtown Square	1569
PA	Philadelphia PA (Horsham - 544)	Norristown	Municipality of Norristown	10249
PA	Philadelphia PA (Horsham - 544)	Pennsylvania Commonwealth	Commonwealth of Pennsylvania	VC-15116
PA	Philadelphia PA (Horsham - 544)	Philadelphia	City of Philadelphia	159860
PA	Philadelphia PA (Horsham - 544)	Philadelphia	City of Philadelphia	40565
PA	Philadelphia PA (Horsham - 544)	Philadelphia	City of Philadelphia	Philadelphia
PA	Philadelphia PA (Horsham - 544)	Pittsburgh	City of Pittsburgh	BL003864
PA	Philadelphia PA (Horsham - 544)	Plymouth	Plymouth Township	A-14-014
PA	Philadelphia PA (Horsham - 544)	Plymouth	Plymouth Township	S-14-017
PA	Philadelphia PA (Horsham - 544)	Radnor	Radnor Township	GC00005596
PA	Philadelphia PA (Horsham - 544)	Solebury Twp Police	Solebury Township Police Dept.	63
PA	Philadelphia PA (Horsham - 544)	Springfield	Springfield Township	F2008-345



PA	Philadelphia PA (Horsham - 544)	Springfield	Springfield Township	F2012-155
PA	Philadelphia PA (Horsham - 544)	Tinicum	Township of Tinicum	59
PA	Philadelphia PA (Horsham - 544)	Towamencin Township	Towamencin Township	544-GC
PA	Philadelphia PA (Horsham - 544)	Township of Falls	Township of Falls	80864
PA	Philadelphia PA (Horsham - 544)	Tredyffrin	Township of Tredyffrin	Contractor
PA	Philadelphia PA (Horsham - 544)	Tredyffrin	Tredyffrin Township Police Department	1242
PA	Philadelphia PA (Horsham - 544)	Upper Darby	Upper Darby Township	3476
PA	Philadelphia PA (Horsham - 544)	Upper Merion Twp	Upper Merion Township	14-0000003219
PA	Philadelphia PA (Horsham - 544)	Upper Merion Twp	Upper Merion Township	14-479
PA	Philadelphia PA (Horsham - 544)	Upper Moreland	Township of Upper Moreland	PrivileTax
PA	Philadelphia PA (Horsham - 544)	Upper Moreland Twp	Upper Moreland Township	11-4857
PA	Philadelphia PA (Horsham - 544)	Upper Southampton	Upper Southampton Township	C1465
PA	Philadelphia PA (Horsham - 544)	Uwchlan Twp Police	Uwchlan Township Police	L95-0068
PA	Philadelphia PA (Horsham - 544)	Warminster Twp	HAB-BPT	94866
PA	Philadelphia PA (Horsham - 544)	Warminster Twp	Warminster Township	C-762
PA	Philadelphia PA (Horsham - 544)	Warrington Twp	Warrington Township	14-200
PA	Philadelphia PA (Horsham - 544)	West Chester	West Chester Borough	39856
PA	Philadelphia PA (Horsham - 544)	West Conshohocken	Borough of West Conshohocken	G-10-153
PA	Philadelphia PA (Horsham - 544)	West Whiteland	West Whiteland Township	14-OCC-00101
PA	Philadelphia PA (Horsham - 544)	Willistown	Willistown Township Police Dept.	0133
PA	Pittsburgh PA (Cranberry Twp - 546)	Altoona	City of Altoona	2013-18671
PA	Pittsburgh PA (Cranberry Twp - 546)	Altoona	City of Altoona	Altoona
PA	Pittsburgh PA (Cranberry Twp - 546)	Butler	City of Butler	76995
PA	Pittsburgh PA (Cranberry Twp - 546)	Conshohocken	Borough of Conshohocken	APPL- Conshohocken

PA	Pittsburgh PA (Cranberry Twp - 546)	Cranberry	HAB-BPT	45966
PA	Pittsburgh PA (Cranberry Twp - 546)	Johnstown	City of Johnstown	2601
PA	Pittsburgh PA (Cranberry Twp - 546)	Logan	AASD Tax Office	25739
PA	Pittsburgh PA (Cranberry Twp - 546)	Oil City	City of Oil City	510
PA	Pittsburgh PA (Cranberry Twp - 546)	Oil City	HAB-DLT	4450138
PA	Pittsburgh PA (Cranberry Twp - 546)	Richland Twp.	Richland Township	08-452
PA	Scranton PA (Olyphant - 551)	Hazleton	City of Hazleton	20140011
PA	Wilmington DE (New Castle - 557)	Coatesville	City of Coatesville	ALM6520398
PA	Wilmington DE (New Castle - 557)	Coatesville	City of Coatesville	BPTL6035451
PA	Wilmington DE (New Castle - 557)	Concord	Township of Concord	Biz Lic
PA	Wilmington DE (New Castle - 557)	East Caln	Township of East Caln	2192
PA	Wilmington DE (New Castle - 557)	East Whiteland	East Whiteland Township	East Whiteland
PA	Wilmington DE (New Castle - 557)	Easttown	Easttown Township	14-37
PA	Wilmington DE (New Castle - 557)	New Garden	New Garden Township	2014-1030
PA	Wilmington DE (New Castle - 557)	Uwchlan	Uwchlan Township	M-95
RI	Providence RI (149)	East Providence	City of East Providence	APL East Providence
RI	Providence RI (149)	Rhode Island	Rhode Island DLT Div. of Professional Regulation	00000010
RI	Providence RI (149)	Rhode Island State	Rhode Island General Treasurer	5808
RI	Providence RI (149)	Rhode Island State	Rhode Island General Treasurer	5808-4672
RI	Providence RI (149)	Rhode Island State	Rhode Island State Fire Marshal	13-5.A3-PM/13- 2.A2-PM
RI	Providence RI (149)	Rhode Island State	State of Rhode Island	AF-9062
RI	Providence RI (149)	Rhode Island State	State of Rhode Island	AFC-0199
SC	Charleston SC (210)	Beaufort	City of Beaufort	GROSS-017206
SC	Charleston SC (210)	Beaufort	County of Beaufort	10008
SC	Charleston SC (210)	Charleston	Charleston County	2013100072

SC	Charleston SC (210)	Charleston	Charleston County Bldg. Inspections	2014118182
SC	Charleston SC (210)	Charleston	Charleston County Bldg. Inspections	2014118202
SC	Charleston SC (210)	Charleston	Charleston County Bldg. Inspections	2014118204
SC	Charleston SC (210)	Dorchester	Dorchester County	2009-081608
SC	Charleston SC (210)	Georgetown	Georgetown County	L-8972
SC	Charleston SC (210)	Hardeeville	City of Hardeeville	LIC-4-08-3305
SC	Charleston SC (210)	Hilton Head Island	Town of Hilton Head Island	GROSS-BLN0201634
SC	Charleston SC (210)	Isle of Palms	City of Isle of Palms	GROSS-1093
SC	Charleston SC (210)	Kiawah Island	Business License Dept	Gross-20045494
SC	Charleston SC (210)	Mount Pleasant	Town of Mount Pleasant	GROSS-20018221
SC	Charleston SC (210)	North Charleston	City of North Charleston	GROSS-1997-04000 NC
SC	Charleston SC (210)	Seabrook Island	Town of Seabrook Island	seabrook
SC	Charleston SC (210)	South Carolina	SC Dept of Labor License & Regulation	001071
SC	Charleston SC (210)	South Carolina State	SC Contractor's Licensing Board	BAC 5095
SC	Charleston SC (210)	South Carolina State	SC Contractor's Licensing Board	FAC 3160
SC	Charleston SC (210)	South Carolina State	SC Contractor's Licensing Board	FSC 1587
SC	Charleston SC (210)	Sullivan's Island	Town of Sullivan's Island	GROSS-3963
SC	Charleston SC (210)	Walterboro	City of Walterboro	13048
SC	Charlotte NC (260)	Cheraw	Town of Cheraw	20060234
SC	Charlotte NC (260)	Fort Mill	Town of Fort Mill	2052
SC	Charlotte NC (260)	Lancaster	City of Lancaster	27810
SC	Charlotte NC (260)	Rock Hill	City of Rock Hill	22420
SC	Charlotte NC (260)	South Carolina State	Office of State Fire Marshal	001082
SC	Charlotte NC (260)	South Carolina State	SC Contractor's Licensing Board	FAC 3131-BAC 5061
SC	Charlotte NC (260)	South Carolina State	SC Contractor's Licensing Board	FSC 1506
SC	Columbia SC (216)	Aiken	City of Aiken	GROSS-05 10685
SC	Columbia SC (216)	Blythewood	Town of Blythewood	APPL Blythewood
SC	Columbia SC (216)	Camden SC	City of Camden	20131038
SC	Columbia SC (216)	Cayce	City of Cayce	471 801
SC	Columbia SC (216)	Columbia	City of Columbia	000786
SC	Columbia SC (216)	Lexington	Town of Lexington	3726
SC	Columbia SC (216)	Newberry	City of Newberry	2149 6225
SC	Columbia SC (216)	North Augusta	City of North Augusta	6813
SC	Columbia SC (216)	Orangeburg	City of Orangeburg	2008-0000806
SC	Columbia SC (216)	Pine Ridge	Town of Pine Ridge	3331.000

SC	Columbia SC (216)	Richland	Richland County	000497
SC	Columbia SC (216)	South Carolina State	SC Contractor's Licensing Board	FAC 3137 and BAC 5070
SC	Columbia SC (216)	South Carolina State	Office of State Fire Marshal	000231
SC	Columbia SC (216)	Sumter	City of Sumter	04 12546
SC	Columbia SC (216)	Sumter	County of Sumter	04 12545
SC	Greenville SC (Spartanburg - 213)	Chesnee	City of Chesnee	120105
SC	Greenville SC (Spartanburg - 213)	Chester	City of Chester	2902
SC	Greenville SC (Spartanburg - 213)	Gaffney	City of Gaffney	APL Gaffney
SC	Greenville SC (Spartanburg - 213)	South Carolina State	Office of State Fire Marshal	000180
SC	Greenville SC (Spartanburg - 213)	South Carolina State	SC Contractor's Licensing Board	BAC 5039
SC	Greenville SC (Spartanburg - 213)	South Carolina State	SC Contractor's Licensing Board	FAC 3113
SC	Greenville SC (Spartanburg - 213)	South Carolina State	SC Contractor's Licensing Board	FSC 1584
SC	Greenville SC (Spartanburg - 213)	Union	City of Union	08-800442
SC	Johnson City TN (Kingsport - 209)	South Carolina State	SC Contractor's Licensing Board	FSC 1720
SC	Myrtle Beach SC (217)	Bennettsville	City of Bennettsville	GROSS-0000003366
SC	Myrtle Beach SC (217)	Conway	City of Conway	12874
SC	Myrtle Beach SC (217)	Dillon	City of Dillon	APL for Bond Purposes
SC	Myrtle Beach SC (217)	Dillon	City of Dillon	GROSS-000786
SC	Myrtle Beach SC (217)	Florence	City-County Complex AA	042517
SC	Myrtle Beach SC (217)	Georgetown	City of Georgetown	AN 3391
SC	Myrtle Beach SC (217)	Horry County	Horry County	000039188
SC	Myrtle Beach SC (217)	Kingstree	Town of Kingstree	04-40369
SC	Myrtle Beach SC (217)	Marion	City of Marion	5435 8
SC	Myrtle Beach SC (217)	Mullins	City of Mullins	20070272
SC	Myrtle Beach SC (217)	Myrtle Beach	Business License Division	9781
SC	Myrtle Beach SC (217)	North Myrtle Beach	Revenue Department	4154
SC	Myrtle Beach SC (217)	South Carolina State	Office of the State Fire Marshal	001265
SC	Myrtle Beach SC (217)	South Carolina State	SC Contractor's Licensing Board	BAC 5071

SC	Myrtle Beach SC (217)	South Carolina State	SC Contractor's Licensing Board	FAC 3138
SC	Myrtle Beach SC (217)	Surfside Beach	Town of Surfside Beach	12820
SC	Raleigh NC (250)	South Carolina State	SC Contractor's Licensing Board	FSC 1527
SD	Fargo ND (385)	Cheyenne River Sioux	Cheyenne River Sioux Tribe	2143-654
SD	Fargo ND (385)	Deadwood	City of Deadwood - Dept of Planning	5014
SD	Fargo ND (385)	Keystone	Town of Keystone	key
SD	Fargo ND (385)	Oglala Sioux Tribe	Oglala Sioux Tribe	11-BL1445
SD	Fargo ND (385)	Rapid City	City of Rapid City	62557
SD	Fargo ND (385)	Sisseton Wahpeton Oyate	Sisseton Wahpeton Oyate	NM-18
SD	Minneapolis MN (337)	Sioux Falls	City of Sioux Falls	08-00002749
SD	Minneapolis MN (337)	Sioux Falls [Police Dept]	City of Sioux Falls	13-0005
SD	Sioux Falls SD (337)	Flandreau	Flandreau Santee Sioux Tribe	Tba Flandreau
TN	Chattanooga TN (288)	Cleveland	City of Cleveland	45287
TN	Chattanooga TN (288)	Tennessee State	Department of Commerce and Insurance	00000159
TN	Chattanooga TN (288)	Tennessee State	Dept of Commerce & Insurance	00000179
TN	Chattanooga TN (288)	Tennessee State	Dept of Commerce & Insurance	00001390
TN	Chattanooga TN (288)	Tennessee State	State of Tennessee	0000253
TN	Chattanooga TN (288)	TennesseeState	Dept of Commerce & Insurance	00000016
TN	Johnson City TN (Kingsport - 209)	Tennessee State	Dept of Commerce & Insurance	00000740
TN	Johnson City TN (Kingsport - 209)	Tennessee State	Dept of Commerce & Insurance	00000985
TN	Johnson City TN (Kingsport - 209)	Tennessee State	Dept. of Commerce & Insurance	0001681
TN	Knoxville TN (290)	Anderson	ANDERSON COUNTY CLERK	0116104
TN	Knoxville TN (290)	Campbell County	Campbell County	13074
TN	Knoxville TN (290)	Knoxville TN	City of Knoxville	E00008187
TN	Knoxville TN (290)	Knoxville TN	City of Knoxville	P000007427
TN	Knoxville TN (290)	Lafollette	City of Lafollette	201258
TN	Knoxville TN (290)	Loudon		0043849
TN	Knoxville TN (290)	Oneida	Town of Oneida - City Hall	002903
TN	Knoxville TN (290)	Tennessee State	Dept of Commerce & Insurance	00000029
TN	Knoxville TN (290)	Tennessee State	Dept of Commerce & Insurance	00001651

TN	Memphis TN (235)	Memphis & Shelby	Construction Code Enforcement - Attn: Licensing	M48260
TN	Memphis TN (235)	Memphis and Shelby	Construction Code Enforcement - Attn: Licensing	E48260
TN	Memphis TN (235)	Tennessee State	Dept of Commerce & Insurance	00000055
TN	Nashville TN (289)	Lewisburg	TN Dept of Revenue	010800
TN	Nashville TN (289)	Tennessee State	Dept of Commerce & Insurance	00000009
TN	Nashville TN (289)	Tennessee State	Dept of Commerce & Insurance	00000045
TN	Nashville TN (289)	Tennessee State	Dept of Commerce & Insurance	0000014
TN	Nashville TN (289)	Tennessee State	Dept of Commerce & Insurance	00000685
TN	Nashville TN (289)	Tennessee State	Dept of Commerce & Insurance	00048260
TN	Nashville TN (289)	Tennessee State	Tennessee Dept of Insurance	00001123
TX	Albuquerque NM (467)	Texas State	State Fire Marshal's Office	ACR-2147-R
TX	Albuquerque NM (467)	Texas State	State Fire Marshal's Office	ECR-1627-P
TX	Albuquerque NM (467)	Texas State	State Fire Marshal's Office	FEL-A-1719653
TX	Albuquerque NM (467)	Texas State	State Fire Marshal's Office	FEL-K-10159
TX	Albuquerque NM (467)	Texas State	State Fire Marshal's Office	-Pending-RME-I-1714220
TX	Albuquerque NM (467)	Texas State	State Fire Marshal's Office	RME-G-1716732
TX	Albuquerque NM (467)	Texas State	Texas Department of Insurance	FAL 5612
TX	Austin TX (Round Rock - 494)	Texas State	State Fire Marshal's Office	ACR-2147-B
TX	Austin TX (Round Rock - 494)	Texas State	State Fire Marshal's Office	HCR-394
TX	Austin TX (Round Rock - 494)	Texas State	Texas Department of Insurance	ECR-1627-C
TX	Corpus Christi (McAllen TX - 493)	Texas State	Texas Department of Insurance	ACR-2147-D
TX	Corpus Christi (McAllen TX - 493)	Texas State	Texas Department of Insurance	ECR-1627-N
TX	Dallas TX (Richardson - 407)	Texas State	Department of Insurance	ACR-Westfire
TX	Dallas TX (Richardson - 407)	Texas State	Department of Insurance	ECR-Westfire
TX	Dallas TX (Richardson - 407)	Texas State	Texas Department of Insurance	ACR-2147-E
TX	Dallas TX (Richardson - 407)	Texas State	Texas Department of Insurance	ECR-1627-F

TX	Dallas TX (Richardson - 407)	Texas State	Texas Department of Insurance	HCR-391
TX	El Paso TX (467)	El Paso	City of El Paso	LCCR11-00679
TX	Fort Worth TX (405)	Texas State	Texas Department of Insurance	ACR-2147-T
TX	Fort Worth TX (405)	Texas State	Texas Department of Insurance	FEL-10315-B
TX	Houston TX (430)	Katy	City of Katy	APPL-City of Katy
TX	Houston TX (430)	Texas State	State Fire Marshal's Office	HCR-1784110
TX	Houston TX (430)	Texas State	Texas Department of Insurance	ACR-2147
TX	Houston TX (430)	Texas State	Texas Department of Insurance	ECR-1627
TX	Houston TX (430)	Texas State	Texas Department of Insurance	SCR-0659
TX	Houston TX (430)	Texas State	Texas State Comm. Private Security Bureau	B01879
TX	Houston TX (430)	West University Place	City of West University Place	APPL-City of West Univers
TX	Lubbock TX (404)	Texas State	Texas Department of Insurance	ACR-2147-U
TX	Lubbock TX (404)	Texas State	Texas Department of Insurance	ECR-1627-R
TX	Lubbock TX (404)	Texas State	Texas Department of Insurance	ECR-1627-S
TX	Oklahoma City OK (442)	Texas State	State Fire Marshal's Office	ECR-1627-Q
TX	San Antonio TX (492)	Cibolo	City of Cibolo	APL Cibolo
TX	San Antonio TX (492)	Texas State	Texas Department of Insurance	ACR-2147-K
TX	San Antonio TX (492)	Texas State	Texas Department of Insurance	ECR-1627-K
TX	Shreveport LA (287)	Texas State	Texas Department of Insurance	ACR-2147-L
UT	Las Vegas NV (435)	Utah State	Utah State Fire Marshal	E1515
UT	Las Vegas NV (435)	Utah State	Utah State Fire Marshal	H1515
UT	Salt Lake City UT (456)	City of Logan	City of Logan	08-08998
UT	Salt Lake City UT (456)	South Salt Lake	City of South Salt Lake	003275
UT	Salt Lake City UT (456)	Utah State	DOPL - Div. Occup. & Professional Licensing	5098522-6501
UT	Salt Lake City UT (456)	Utah State	State of UTah - Dept. of Commerce	4906141-5501
UT	Salt Lake City UT (456)	Utah State	Utah State Fire Marshal	E350
UT	Salt Lake City UT (456)	Utah State	Utah State Fire Marshal	H41

UT	Salt Lake City UT (456)	West Valley City	Business Licensing	4906141
VA	Charleston WV (512)	Bluefield	Town of Bluefield	GROSS-Bluefield
VA	Norfolk VA (295)	Greensville	Martha S Swenson Commissioner of the Revenue	GREENSVILLE
VA	Norfolk VA (295)	James City County	James City County Treasurer	308938
VA	Norfolk VA (295)	Newport News	City of Newport News	678841
VA	Norfolk VA (295)	Virginia Commonwealth	Treasurer, Commonwealth of Virginia	11-3563
VA	Northern Virginia VA (Dulles - 564)	Alexandria	Business Tax Branch	GROSS-*54849-01
VA	Northern Virginia VA (Dulles - 564)	Alexandria	City of Alexandria	GROSS-39270-01
VA	Northern Virginia VA (Dulles - 564)	Arlington County	Arlington County Treasurer	GROSS- 06056804300004
VA	Northern Virginia VA (Dulles - 564)	Berryville	Town of Berryville	737
VA	Northern Virginia VA (Dulles - 564)	Fairfax County	Dept of Tax Admin, Suite 233	B09-933045
VA	Northern Virginia VA (Dulles - 564)	Fairfax County	Fin. Dept, Business Tax Branch	54849-01
VA	Northern Virginia VA (Dulles - 564)	Fauquier County	Commissioner of the Revenue	12059
VA	Northern Virginia VA (Dulles - 564)	Harrisonburg	City of Harrisonburg	3465
VA	Northern Virginia VA (Dulles - 564)	Loudoun	Commissioner of the Revenue	B401088
VA	Northern Virginia VA (Dulles - 564)	Page County		10390
VA	Northern Virginia VA (Dulles - 564)	Prince William County	Finance Dept/Tax Admin Div	08L11468
VA	Northern Virginia VA (Dulles - 564)	Virginia Commonwealth	Treasurer of Virginia	* See Ref Notes
VA	Northern Virginia VA (Dulles - 564)	Virginia Commonwealth	Treasurer of Virginia	2705 067925
VA	Richmond VA (Sandston - 252)	Caroline County	Commissioner of Revenue	2368
VA	Richmond VA (Sandston - 252)	Chesterfield	Commissioner of Revenue	1060919
VA	Richmond VA (Sandston - 252)	Fredericksburg	Commissioner of Revenue	00001710008
VA	Richmond VA (Sandston - 252)	Henrico County	Department of Finance	S02044000
VA	Richmond VA (Sandston - 252)	Louisa	County of Louisa	APL Louisa
VA	Richmond VA (Sandston - 252)	Prince George County	Prince George County, Comm. of Revenue	APPL- PrinceGeorge
VA	Richmond VA (Sandston - 252)	Richmond	City of Richmond	74662



VA	Richmond VA (Sandston - 252)	Virginia Commonwealth	Department of Taxation	0120995386
VA	Roanoke VA (Salem - 293)	Blacksburg	Town of Blacksburg	GROSS-03 01788
VA	Roanoke VA (Salem - 293)	Covington	Commissioner of the Revenue	Covington Business
VA	Roanoke VA (Salem - 293)	Lexington	Commissioner of the Revenue	Lexington Contractor
VA	Roanoke VA (Salem - 293)	Lynchburg	City Collector	017542
VA	Roanoke VA (Salem - 293)	Roanoke	City of Roanoke	077710
VA	Roanoke VA (Salem - 293)	Roanoke County	Roanoke County	17359
VA	Roanoke VA (Salem - 293)	Salem	City of Salem	12L1882
VA	Roanoke VA (Salem - 293)	Staunton	City of Staunton	APL Staunton
WA	Portland OR (Lake Oswego - 448)	Kelso	City of Kelso	34495
WA	Portland OR (Lake Oswego - 448)	Longview	State Treasurer/City of Longview	Longview 602 113 334
WA	Portland OR (Lake Oswego - 448)	Vancouver	City of Vancouver	14573
WA	Portland OR (Lake Oswego - 448)	Washington State	Dept of Labor & Industries	SANSODJ244RD
WA	Portland OR (Lake Oswego - 448)	Washington State	Dept of Labor & Industries	SIMPLL*980D9
WA	Portland OR (Lake Oswego - 448)	Washington State	Dept of Labor & Industries	SIMPLL*999KG
WA	Portland OR (Lake Oswego - 448)	Washougal	City of Washougal	UBI 602-113-334 Washougal
WA	Portland OR (Lake Oswego - 448)	White Salmon	City of White Salmon	62
WA	Portland OR (Lake Oswego - 448)	Woodland	City of Woodland	14-000273.1
WA	Seattle WA (458)	Aberdeen	City of Aberdeen	088022104
WA	Seattle WA (458)	Anacortes	State of WA Department of Revenue	UBI Anacortes 602 113 334
WA	Seattle WA (458)	Auburn	City of Auburn	BUS22093
WA	Seattle WA (458)	Bainbridge Island	City of Bainbridge Island	14979
WA	Seattle WA (458)	Bellingham	Finance Department	Bellingham 602 113 334
WA	Seattle WA (458)	Black Diamond	City of Black Diamond	BUS14-0026
WA	Seattle WA (458)	Blaine	City of Blaine	Blaine 602 113 334
WA	Seattle WA (458)	Bonney Lake	WASHINGTON STATE TREASURER	Bonney 602 113 334
WA	Seattle WA (458)	Bothell	City of Bothell	003075
WA	Seattle WA (458)	Bremerton	City of Bremerton	23148

WA	Seattle WA (458)	Buckley	Master License Services	Buckley-602 113 334
WA	Seattle WA (458)	Burien	City of Burien	02584
WA	Seattle WA (458)	Burlington	City of Burlington	08-023006.0
WA	Seattle WA (458)	Carnation	City of Carnation	UBI 602-113-334 Carnation
WA	Seattle WA (458)	Centralia	City of Centralia	05496
WA	Seattle WA (458)	Chehalis	City of Chehalis	14-4899
WA	Seattle WA (458)	Cosmopolis	City of Cosmopolis	2008-54
WA	Seattle WA (458)	Covington	WASHINGTON STATE TREASURER	Covington 602 113 334
WA	Seattle WA (458)	DuPont	State of WA Department of Revenue	Dupont 602 113 334
WA	Seattle WA (458)	Edmonds	City of Edmonds	NR-019567
WA	Seattle WA (458)	Enumclaw	State of WA Department of Revenue/City of Enumclaw	Enumclaw 602 113 334
WA	Seattle WA (458)	Everett	City fo Everett - City Clerks' Office	050211
WA	Seattle WA (458)	Federal Way	City of Federal Way	19-99-105845-00-BL
WA	Seattle WA (458)	Ferndale	City of Ferndale	14-047058.0
WA	Seattle WA (458)	Fife	The City of Fife	BUS02-00055
WA	Seattle WA (458)	Fircrest	State of WA Department of Revenue	Fircrest 602 113 334
WA	Seattle WA (458)	Hoquiam	City of Hoquiam	003577
WA	Seattle WA (458)	Issaquah	State of WA Department of Revenue	UBI Issaquah 602 113 334
WA	Seattle WA (458)	Kent	City of Kent	BLOC-2100510
WA	Seattle WA (458)	Kirkland	City of Kirkland	OBL-0000614
WA	Seattle WA (458)	Kittitas	City of Kittitas	65
WA	Seattle WA (458)	Lacey	City of Lacey	3402
WA	Seattle WA (458)	Lake Stevens	City of Lake Stevens	602 113 334Lake Stevevens
WA	Seattle WA (458)	Lakewood WA	City of Lakewood	BL02-02904
WA	Seattle WA (458)	Lynnwood	City of Lynnwood	006798
WA	Seattle WA (458)	Marysville	State of WA Department of Revenue	UBI 602 113 334
WA	Seattle WA (458)	Mercer Island	City of Mercer Island	840310
WA	Seattle WA (458)	Mill Creek	City of Mill Creek	2014-000000000951
WA	Seattle WA (458)	Milton	City of Milton	1244
WA	Seattle WA (458)	Mount Vernon	City of Mount Vernon	7832
WA	Seattle WA (458)	Mountlake Terrace	City of Mountlake Terrace	NR4241
WA	Seattle WA (458)	Mukilteo	City of Mukilteo	BL-02394

WA	Seattle WA (458)	New Castle	State of WA Department of Revenue	New Castle_602113334
WA	Seattle WA (458)	Newcastle	Dept. of Revenue/City of Newcastle	Newcastle 602 113 334
WA	Seattle WA (458)	North Bend	City of North Bend	14-001661.4
WA	Seattle WA (458)	Oak Harbor	City of Oak Harbor	BL-001971
WA	Seattle WA (458)	Ocean Shores	City of Ocean Shores	15350
WA	Seattle WA (458)	Olympia	Master License Services	Olympia-602 113 334
WA	Seattle WA (458)	Pacific WA	City of Pacific	578
WA	Seattle WA (458)	Port Angeles	City of Port Angeles	15-00000131
WA	Seattle WA (458)	Port Orchard	City of Port Orchard	Port Orchard 602 113 334
WA	Seattle WA (458)	Port Townsend	State of WA Department of Revenue	Port Townsend-602- 113-334
WA	Seattle WA (458)	Poulsbo	City of Poulsbo	UBI 602-113-334 Poulsbo
WA	Seattle WA (458)	Puyallup	City of Puyallup	02002191
WA	Seattle WA (458)	Redmond	City of Redmond	RED00013546
WA	Seattle WA (458)	Renton	City of Renton	BL.006075
WA	Seattle WA (458)	Richland	State of WA Department of Revenue	UBI Richland 602- 113-334
WA	Seattle WA (458)	Seatac	City of Seatac	001706
WA	Seattle WA (458)	Seattle	City of Seattle	550372
WA	Seattle WA (458)	Sequim	City of Sequim	UBI- 602 113 3341 1
WA	Seattle WA (458)	Shelton	City of Shelton	14-0025510
WA	Seattle WA (458)	Shoreline	City of Shoreline	Shoreline-602 113 334
WA	Seattle WA (458)	Snohomish	City of Snohomish	2014-22604
WA	Seattle WA (458)	Snoqualmie	City of Snoqualmie	000000054230
WA	Seattle WA (458)	Stanwood	State of WA Department of Revenue	Stanwood 602 113 334
WA	Seattle WA (458)	Sumner	STATE TREASURER DEPT. OF LICENSING	Sumner 602 113 334
WA	Seattle WA (458)	Tacoma	City of Tacoma	6B.20
WA	Seattle WA (458)	Tacoma	City of Tacoma	6B.40
WA	Seattle WA (458)	Tacoma	City of Tacoma	6B-40 AnnualMonitDev
WA	Seattle WA (458)	Tacoma	City of Tacoma	6B-90
WA	Seattle WA (458)	Tukwila	City of Tukwila	BUS-0994360
WA	Seattle WA (458)	Tulalip Tribes	The Tulalip Tribes	B1633
WA	Seattle WA (458)	Tumwater	State of WA Department of Revenue	UBI Tumwater 602 113 334

WA	Seattle WA (458)	University Place	State of WA Department of Revenue	UBI 602-113-334- 001
WA	Seattle WA (458)	Upper Skagit Indian Tribe	Gaming Regulatory Commission	V-1548
WA	Seattle WA (458)	Washington	Washington State Patrol, Fire Prevention Bureau	FSCL-5808
WA	Seattle WA (458)	Washington State	Dept of Labor & Industries	SIMPLL*981SG
WA	Seattle WA (458)	Washington State	Dept of Labor & Industries	SIMPLL*988BG
WA	Seattle WA (458)	Washington State	Washington State Patrol	FSCC12851
WA	Seattle WA (458)	Westport	City of Westport	16217
WA	Seattle WA (458)	Wilkeson	Town of Wilkeson	13-017
WA	Seattle WA (458)	Yelm	City of Yelm	10678
WA	Spokane WA (479)	Airway Heights	City of Airway Heights	44
WA	Spokane WA (479)	Chelan	City of Chelan	14-002026.0
WA	Spokane WA (479)	Cheney	City of Cheney	BUS2010-190
WA	Spokane WA (479)	Clarkston	City of Clarkston	14-008235.0
WA	Spokane WA (479)	Connell	State of WA Department of Revenue	Connell_ 602 113 334
WA	Spokane WA (479)	East Wenatche	City of East Wenatche	2013030
WA	Spokane WA (479)	Ellensburg	City of Ellensburg	13026
WA	Spokane WA (479)	Goldendale	City of Goldendale	14-003408.0
WA	Spokane WA (479)	Grandview	City of Grandview	22481
WA	Spokane WA (479)	Kennewick	City of Kennewick	082301
WA	Spokane WA (479)	Liberty Lake	State of WA Department of Revenue	Liberty Lak_602 113 334
WA	Spokane WA (479)	Moses Lake	City of Moses Lake	817
WA	Spokane WA (479)	Othello	City of Othello	6781
WA	Spokane WA (479)	Pasco	City of Pasco	2591
WA	Spokane WA (479)	Quincy	City of Quincy	APPL-City of Quincy
WA	Spokane WA (479)	Spokane	City of Spokane	T12039675BUS
WA	Spokane WA (479)	Spokane	City Treasurer	T10036928
WA	Spokane WA (479)	Spokane	State of WA Department of Revenue	Spokane Va_ 602 113 334
WA	Spokane WA (479)	Spokane Valley	State of WA Department of Revenue	Spokane Vall_ 602 113 334
WA	Spokane WA (479)	Sunnyside	City Treasurer, City of Sunnyside	0001869
WA	Spokane WA (479)	Washington State	Dept of Labor & Industries	SIMPLL*977LE
WA	Spokane WA (479)	Washington State	Dept of Labor & Industries	SIMPLL*980CD

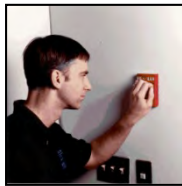
WA	Spokane WA (479)	Wenatchee	City of Wenatchee	020087
WA	Spokane WA (479)	Yakima	City of Yakima	008445
WI	Green Bay WI (381)	Wisconsin State	State of Wisconsin	929748
WI	Madison WI (334)	Ho-Chunk Nation Gaming Co	Ho-Chunk Nation Special Revenue Fund	VL11-N0023
WI	Madison WI (334)	Wisconsin State	State of Wisconsin	1109016
WI	Milwaukee WI (Menomonee Falls - 336)	Forest County Potawatomi	Forest County Potawatomi Gaming Commission	Forest County.Applied
WI	Milwaukee WI (Menomonee Falls - 336)	Menomonee Falls	Village of Menomonee Falls	B0813
WI	Milwaukee WI (Menomonee Falls - 336)	Milwaukee	City of Milwaukee	PAS-0002635
WI	Milwaukee WI (Menomonee Falls - 336)	New Berlin	City of New Berlin	Berlin
WI	Milwaukee WI (Menomonee Falls - 336)	Wisconsin State	State of Wisconsin	1142002
WI	Milwaukee WI (Menomonee Falls - 336)	Wisconsin State	State of Wisconsin	221354
WI	Minneapolis MN (337)	Superior	City of Superior	09-28
WI	Minneapolis MN (337)	Wisconsin State	State of Wisconsin	1057277
WV	Boca Raton FL Headquarters	West Virginia	West Virginia State Tax Department	Bus Reg Acct#1049-3597
WV	Charleston WV (512)	Barboursville	Village of Barboursville	2015-011,106
WV	Charleston WV (512)	Beckley	City of Beckley	M19 1074
WV	Charleston WV (512)	Beckley	City of Beckley	Trades 1044
WV	Charleston WV (512)	Charleston	City of Charleston	15161
WV	Charleston WV (512)	Charleston	City of Charleston	APL Contractor
WV	Charleston WV (512)	Charleston	City of Charleston	APL Municipal
WV	Charleston WV (512)	Dunbar	City of Dunbar	Dunbar2014/2015
WV	Charleston WV (512)	Elkins	City of Elkins	000000001301
WV	Charleston WV (512)	Huntington	City of Huntington	408
WV	Charleston WV (512)	Hurricane	Recorder, City of Hurricane	2015-008,489
WV	Charleston WV (512)	Logan	City of Logan	Logan
WV	Charleston WV (512)	Nitro	City of Nitro	5940

WV	Charleston WV (512)	Point Pleasant	City of Point Pleasant	7464
WV	Charleston WV (512)	Princeton	City of Princeton	0001
WV	Charleston WV (512)	South Charleston	City of South Charleston	2014-6814-00
WV	Charleston WV (512)	Vienna	City of Vienna	151086
WV	Charleston WV (512)	West Virginia State	WV State Tax Department	070106-063008
WV	Hagerstown MD (516)	Martinsburg	City of Martinsburg	16334-50873
WV	Hagerstown MD (516)	Petersburg	City of Petersburg	2013-000,471
WV	Harrisburg PA (Mechanicsburg - 528)	Keyser	City of Keyser	2014428
WV	Harrisburg PA (Mechanicsburg - 528)	West Virginia	West Virginia State Fire Marshal	DLT8898DSM0514
WV	Kansas City KS (Lenexa - 332)	US Dept of Justice	Bureau of Alcohol, Tobacco, Firearms and Explosive	5-KS-091-34-60-0091
WV	Pittsburgh PA (Cranberry Twp - 546)	Bridgeport	City of Bridgeport	047644
WV	Pittsburgh PA (Cranberry Twp - 546)	Clarksburg	City of Clarksburg	001896
WV	Pittsburgh PA (Cranberry Twp - 546)	Morgantown	City of Morgantown	2361
WV	Pittsburgh PA (Cranberry Twp - 546)	New Martinsville	City of New Martinsville	035
WV	Pittsburgh PA (Cranberry Twp - 546)	West Virginia State	WV Contractor Licensing Board	WV010306
WV	Pittsburgh PA (Cranberry Twp - 546)	Wheeling WV	City of Wheeling	195600
WY	Denver CO (419)	Cheyenne	City of Cheyenne	05-06479
WY	Denver CO (419)	Cheyenne	City of Cheyenne	12285/13587
WY	Denver CO (419)	Cheyenne	City of Cheyenne	CT-13-24707
WY	Denver CO (419)	Cheyenne	City of Cheyenne	CT-13-26096
WY	Denver CO (419)	Cheyenne	City of Cheyenne	CT-14-17777
WY	Denver CO (419)	Cheyenne	City of Cheyenne	CT-14-17779
WY	Denver CO (419)	Cheyenne	City of Cheyenne	CT-15-12992
WY	Denver CO (419)	Cheyenne	City of Cheyenne	CT-15-30062
WY	Denver CO (419)	Laramie	City of Laramie	00029
WY	Denver CO (419)	Laramie	City of Laramie	03075

WY	Denver CO (419)	Riverton	City of Riverton, Community Dev. Dept.	2006-048
WY	Denver CO (419)	Wyoming State	State of Wyoming	TVL-A-41792
WY	Ft. Collins CO (419)	Rawlins	Contractor Licensing	3195
WY	Helena MT (483)	Cody	City of Cody	B-1021
WY	Helena MT (483)	Gillette	City of Gillette	14-083
WY	Helena MT (483)	Gillette	City of Gillette	14-084
WY	Helena MT (483)	Wyoming State	State of Wyoming	LV-G-18125
WY	Salt Lake City UT (456)	Evanston	City of Evanston	335
WY	Salt Lake City UT (456)	Granger	Town of Granger	APL Granger
WY	Salt Lake City UT (456)	Green River	City Treasurer - Green River	1955
WY	Salt Lake City UT (456)	Jackson	Town of Jackson	1068
WY	Salt Lake City UT (456)	Jackson	Town of Jackson	4516
WY	Salt Lake City UT (456)	Mountain View WY	Town of Mountain View	1122
WY	Salt Lake City UT (456)	Rock Springs	City of Rock Springs	7497
WY	Salt Lake City UT (456)	Wyoming State	State of Wyoming	LV-G-200

# Section V

## Section 4 – Company Background and References





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## 5. Section 4 – Company Background and References

### 5.1 Company Background/History

Our team understands the RFP requires the following:

Section 2 - Solicitation Requirements, Information and Instructions to Offerors

2.11.2 Part I A – Technical Proposal

Section V– Section 4 – Company Background and References

Vendors must place their written response(s) in bold/italics immediately following the applicable RFP question, statement and/or section. This section must also include the requested information in Subcontractor Information, if applicable.

### Section 4: Administrative and Technical Response Requirements

4.1 Mandatory Minimum Administrative Proposal Requirements

Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.

*SimplexGrinnell, a wholly-owned, indirect subsidiary of Johnson Controls International (JCI) is a limited partnership formed in Wilmington, Delaware on March 7, 2001. leading provider of fire protection and life safety systems and services. Officially formed in April 2001, SimplexGrinnell is a world-class organization that combines the strength, heritage and excellence of two longtime industry leaders – Simplex Time Recorder and Grinnell Fire Protection.*

*Simplex was founded in 1894 by the inventor of the first practical time clock and was operated as a privately held company for more than a century. Grinnell was established in 1850, and its capabilities grew to encompass design, engineering, manufacturing and installation, as well as system integration, maintenance and inspection services.*

*Simplex and Grinnell were widely respected for their technology, their expertise, their*

*service organizations, and their ability to deliver at the local level. Now all of those resources and competencies are available from one unified organization. SimplexGrinnell offers customers an unprecedented array of best-in-class fire protection systems and services that protect people and property and improve workforce management.*

*SimplexGrinnell leverages the world-class products and services of our Tyco affiliates, such as Ansul, Master Protection/FireMaster, Scott, and Tyco Security Products. Capitalizing on the high quality offerings of these companies, we are capable of providing best-in-class fire protection to virtually any industry.*

*Serving a geographic area that covers all of North America, SimplexGrinnell is committed to being a single-source provider that delivers unequalled customer service. SimplexGrinnell features a number of distinguishing competencies:*

- *Highly reliable, technologically advanced fire, life safety, integrated security, communications and workforce management systems and services.*
- *A network of company-owned district offices that spans all of North America and enables SimplexGrinnell to deliver high-quality systems and services at the local level.*
- *A services organization staffed by more than 8,900 technicians, installers and other professionals. Through this organization, SimplexGrinnell provides 24/7 emergency service and brings customers unrivaled knowledge and expertise in designing, engineering, installing, testing, inspecting, maintaining, servicing and supporting fire detection, fire suppression and other life safety systems.*

*The formation of SimplexGrinnell followed the January 2001 acquisition of Simplex by Tyco International Ltd., a diversified manufacturing*



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and service company that is the parent company of SimplexGrinnell. Operating with over 11,000 employees, SimplexGrinnell can protect virtually any building – from schools, universities, hospitals, malls and restaurants to airports, sports stadiums, apartment complexes, movie theaters and industrial, commercial and government facilities.

On September 2, 2016 SimplexGrinnell's parent company Tyco International was merged with Johnson Controls. The merger created a new global leader in building products and technology as well as integrated solutions and energy storage.

"To be the recognized leader and preferred provider for our valued customers - by delivering unequalled products and services through a highly qualified staff of professionals, with total commitment to integrity and excellence,"

Core Values:

- Integrity,
- Excellence,
- Teamwork, and
- Accountability."

For additional information, visit our web site: [www.tycosimplexgrinnell.com](http://www.tycosimplexgrinnell.com).

Business Philosophy

a. Your company's full legal name	SimplexGrinnell LP.
b. Primary business address	50 Technology Drive, Westminster, MA 01441
c. Describe your company ownership structure	SimplexGrinnell is a Limited Partnership.
d. Employee size (number of employees)	10,283
e. Website	<a href="http://www.tycosimplexgrinnell.com">www.tycosimplexgrinnell.com</a>
f. Sales Contact Information	Tom Staves, National Sales Manager (443) 676-8813 <a href="mailto:tstaves@simplexgrinnell.com">tstaves@simplexgrinnell.com</a>
g. Your Client Retention Rate in the last 3 years	Approximately 95%.
h. A brief history of your company and the year it was founded	SimplexGrinnell, a wholly-owned, indirect subsidiary of Johnson Controls International (JCI) is a limited partnership formed in Wilmington, Delaware on March 7, 2001. leading provider of fire protection and life safety systems and services. Officially formed in April 2001, SimplexGrinnell is a world-class organization that combines the strength, heritage and excellence of two longtime industry leaders – Simplex Time Recorder and Grinnell Fire Protection that have been in the business for more than 100 years.
i. Describe your company's growth during the past three years.	SimplexGrinnell is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, SimplexGrinnell's financial results are consolidated in the financial statements of Johnson Controls International plc.  During the past 3 years, the average Dividends Per Share Growth Rate for Johnson Controls was 15.10% per year.

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### 5.1.1 Offeror Profile

Our team understands the RFP requires the following:

Section 4: Administrative and Technical Response Requirements

#### 4.4.1 Offeror Profile

### 5.1.2 Qualifications to Provide Services

*SimplexGrinnell is the industry's premier systems integrator for designing, commissioning and maintaining large Windows® based security solutions. We have the Microsoft-certified expertise and resources to build the systems architecture for a variety of applications and manage the entire security initiative from start to finish.*

*SimplexGrinnell also has access to the industry's widest selection of best-in-class integrated security systems. This means we can provide a selection of up-to-date technology solutions. Our world-class product portfolio provides the freedom to choose the system that is best suited for a particular solution. Our team is able to design, develop, integrate and service enterprise-level security systems for a wide range of applications.*

*Our experience includes retrofit and new construction project ranging from a one-building system to a 6,000-mile security network. Our North American network of local offices provides:*

- *Needs assessments and site surveys, evaluating your risks and vulnerabilities*
- *Project design and systems architecture; your blueprint for success*
- *Security systems programming, integration and installation*
- *Complete network testing and certification*
- *Preventive maintenance services*
- *24 /7 emergency field services*
- *Complete product training before and after installation*

*The following information provides an overview of the various types of fire alarm, suppression, sprinkler and special hazard systems our organization designs, develops and integrates.*

### *Automatic Sprinklers*

*Automatic sprinklers can minimize property damage and save lives. SimplexGrinnell's comprehensive sprinkler system testing and inspection program is based on National Fire Protection Association (NFPA) Codes 25 and 13.*

### *Sprinklers/Devices*

*Our organization integrates a wide range of sprinkler devices including standard response, quick response, extended coverage, recessed, high pressure and special purpose sprinkler designs.*

### Fire Extinguishers

*SimplexGrinnell is an industry leader in supplying, installing, servicing, and maintaining portable fire extinguishers. A portable extinguisher is the critical first line of defense in the event of fire. Using the wrong equipment can be harmful or even deadly. This is why we offer options for every application, including Class A, B, C, D and K fires occurring in areas with Low, Moderate, and High Hazard classification, as well as FE36 clean agent and wet chemical K class types, to name a few. Our specialists are ready to help our customers choose the appropriate extinguishers for their situation.*

*Customers choose SimplexGrinnell extinguishers above others for many reasons:*

- *Simple Operation: In a fire, seconds count. Everything that's needed to properly operate SimplexGrinnell extinguishers operation instruction is clearly written and illustrated on the front panel. An operator is only required to remove the pin, aim the nozzle and squeeze the handle.*
- *Limited Warranty: SimplexGrinnell extinguishers are built to last and are manufactured to the highest standards. They feature high quality materials and precise workmanship found in units priced much higher. They also feature the best limited-warranty in the industry.*

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### Automatic Fire Pumps

When fire strikes, automatic fire pumps provide the necessary water pressure to strike back. SimplexGrinnell experts use special technology when checking Automatic Fire Pumps, reporting deficiencies and recommending corrective action. Regular inspections, required by local, state, and federal codes, can save lives and property in an emergency.

SimplexGrinnell's Fire Alarm System will monitor the following fire pump parameters per NFPA 72.

- Fire pump running
- Power loss
- Phase reversal

### Special-Hazard Fire Suppression Systems

Special-Hazard Fire Suppression Systems protect the key assets and resources that make business successful. Special Hazards are areas, objects, or equipment risks that usually require a unique, fixed fire protection system and, in some cases, a different media than conventional sprinkler systems as defined by NFPA (National Fire Protection Association) Standard 13. Special Hazard examples may include:

- Aircraft Hangars
- Ammunition Lines
- Cooling Towers
- Computer Rooms
- Power Plants
- Refineries
- Paint Lines
- Transformers
- Turbine Generators

In addition to applications that include unique environmental requirements, Special Hazard risks include fire protection systems for flammable or combustible commodities such as propane, jet fuel, paint products, benzene, and gunpowder.

All Special Hazards systems are tested, and some will have an actual discharge test to ensure proper operation of the components. These tests are conducted in the presence of AHJ's and other pertinent personnel.

### Kitchen Fire Suppression Systems

Today's high temperature appliances make Kitchen Fire Suppression Systems essential.

Over 1,000 times a day, fires ignite in commercial kitchens. The failure of a suppression system to operate properly will prove very costly. With today's high-temperature appliances using oil and solid fuels, it's essential that kitchen fire suppression systems stay in excellent operating condition.

SimplexGrinnell provides kitchen fire suppression and range hood systems. From design through installation, our services reflect an understanding of the facility's special requirements. Our experienced personnel understand that key deadlines must be met, and we realize that disruption must also be minimized.

Every SimplexGrinnell system is uniquely designed and specified. Our personnel ensure each system minimizes risk and is designed to protect each kitchen's occupants. Our designers use the most advanced procedures to define each detail of the entire system. Each system is fully tested and approved prior to being turned over to our customers.

### Fire Alarm Systems

When it comes to fire detection and alarm, Simplex® brand systems have led the market for more than two decades. They' are installed throughout the world, protecting facilities and customers too numerous and diverse to list.

The leading-edge Simplex fire alarm systems from SimplexGrinnell utilize proven technologies. Known for reliability, flexibility, and survivability, Simplex systems protect new and existing construction – from small single-story buildings to high-rise office complexes and multi-building campuses. They're often integrated with other building systems like access control, CCTV, and security management.

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*In addition, SimplexGrinnell offers unmatched value-added capabilities that span your system's life cycle: consultation and design; turnkey project management, installation, certification, and operator training. SimplexGrinnell also offers after-installation services that include inspection, preventive maintenance, and central station monitoring. Our most widely known products include the following:*

#### *The Flagship 4100ES*

*Our organization is taking our integrated life-safety technology capabilities to another level with the introduction of the Simplex 4100ES. This is an Internet-ready, next-generation fire alarm panel. With added processing power, improved networkability and exciting new serviceability features, the 4100ES advances our ability to deliver scalable, cost-effective life-safety solutions.*

*The 4100ES platform provides Ethernet connectivity, so critical in today's networked world. The 4100ES also supports remote fire alarm panel diagnostics which can be used to ensure that maintenance is completed on our first visit. In concert with our commitment to support customers for the life of their systems, the 4100ES has been developed with forward and backward compatible technology.*

#### *Mid-Range Fire Solutions*

*The Simplex 4010ES Fire Alarm System is an affordable, addressable analog system for small to mid-sized applications. The 4010ES system significantly cuts the cost of installation and maintenance and pinpoints the precise location of alarms. Electrical contractors report that the 4010ES system's labor-saving features (device-level ground fault isolation, "T" Tapped addressable circuits, and auto programming) can reduce installation time by up to 25 percent when compared to conventional zoned systems.*

*The 4010ES also offers the virtual elimination of nuisance alarms; a variety of configuration options; and more addressable points (up to 250) than any other system in its class. SimplexGrinnell recently enhanced the*

*4010ES system with the introduction of the new 4009 IDNet NAC (Notification Appliance Circuit) Extender, an addressable power supply that provides for intelligent communications with the host panel. The 4010ES system can now deliver expanded ADA notification appliance capabilities and provide advanced solutions in a wider range of systems applications. The 4010ES fire alarm panel is UL and ULC Listed, FM, CSFM and MEA Approved.*

#### *5.2 Length Of Time Providing Services*

*Our team understands the RFP requires the following:*

#### **Section 4: Administrative and Technical Response Requirements**

*Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.*

*Our organization has been performing the services described in this RFP to both public and private sector customers for over 50 years.*

#### *5.3 How Company Meets (Or Exceeds) All Requirements Listed in this RFP*

*SimplexGrinnell has previously and or is currently participating in similar cooperative contracts and or individual state agreement(s). SimplexGrinnell is a vendor on the National Joint Powers Alliance Contract and also holds many statewide contracts, including but not limited to the following:*

- NY,
- OH,
- PA,
- TX,
- VA,
- FL,
- and TN.

*Each of these state contracts require coordination of multiple districts, personnel, compliance, and administrative reporting.*

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## 6. Subcontractor Information

Our team understands the RFP requires the following:

Section 2 - Solicitation Requirements, Information and Instructions to Offerors  
2.11.2 Part I A – Technical Proposal

### **Section V– Section 4 – Company Background and References**

Vendors must place their written response(s) in bold/italics immediately following the applicable RFP question, statement and/or section. **This section must also include the requested information in Subcontractor Information, if applicable.**

Section 4: Administrative and Technical Response Requirements

4.4.1a Subcontractor Information

Does this proposal include the use of subcontractors?

Yes	✓	No	
-----	---	----	--

If “Yes”, vendor must:

Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

If any tasks are to be completed by subcontractor(s), vendors must:

- Describe the relevant contractual arrangements;
- Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and
- Describe your previous experience with subcontractor(s).

- Vendors must describe the methodology, processes and tools utilized for:
- Selecting and qualifying appropriate subcontractors for the project/contract;
- Ensuring subcontractor compliance with the overall performance objectives for the project;
- Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and
- Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State’s request, the State will be notified of such payments.

Provide the same information for any proposed subcontractors as requested in Section 4.5.1, Offeror Information. Business references as specified in Section 4.5.1b, Business References must be provided for any proposed subcontractors.

Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor. Vendor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in Section 4.5.1a, Subcontractor Information. The vendor must receive agency approval prior to subcontractor commencing work.

5/22/2017

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

### ***6.1 Subcontractor Identification/ Scope***

*SimplexGrinnell will likely use subcontractors from time to time for various work on some contracts under the NASPO Value Point contract. This typically includes electrical and other some specialized work. Our organization typically competitively selects subcontractors depending upon the required work. It is possible that any one of our 120+ SimplexGrinnell offices could potentially perform work under the NASPO Value Point contract. As such, we cannot predict which subcontractors our team may use on a future project. We are able to provide the requested subcontractor information on a project-by-project basis.*

### ***6.2 Relevant Contractual Arrangements***

*SimplexGrinnell will provide information regarding contractual arrangements for any of our subcontractors once we have selected a subcontractor for use on a specific NASPO Value Point project.*

### ***6.3 Supervision***

*SimplexGrinnell's lead on-site person will be responsible for supervising any subcontractor personnel.*

### **6.3.1 Channels of Communication**

*Our local district office teams will maintain regular communication with our subcontractors.*

### **6.3.2 Compliance with Contract Terms**

*All contract terms will flow down and will be applicable to any subcontractors utilized during the execution of a NASPO Value Point project.*

### ***6.4 Previous Experience***

*SimplexGrinnell will provide information regarding our past experience with subcontractors once we have selected a subcontractor for use on a specific NASPO Value Point project.*

### ***6.5 Selecting and Qualifying Appropriate Subcontractors***

*Information regarding our procedures for selecting and qualifying subcontractors is provided on the attached documents as follows:*

- *Qualification*
- *Invitation*
- *Evaluating*
- *Sub Checklist*
- *Subcontractor Prequalification*
- *Contractor Evaluation Checklist*

### ***6.6 Compliance with Overall Performance Objectives***

*Please refer to the attached procedure for Managing Subcontractor and the Contractor Evaluation Checklist.*

### **6.7 Ensuring Deliverables Meet Quality Objectives**

*SimplexGrinnell requires our subcontractors to sign a subcontract*

5/22/2017

*agreement prior to working on a project. We have provided a copy of this agreement on the following pages.*

### ***6.8 Providing Proof of Payment to Subcontractor(s)***

*Please refer to the attached P.O. Issuance Procedure.*

#### **6.8.1 Plan to Notify the State**

*Should any subcontractors be utilized, we will accommodate any request by the State to provide proof of payment. We will provide proof of payment in accordance with the requirements identified in the specific request from the State.*

### ***6.9 Subcontractor Vendor Information***

*This information can be provided once a subcontractor is selected for a specific project under the NASPO Value Point Contract.*

### ***6.10 Subcontractor Business References***

*This information can be provided once a subcontractor is selected for a specific project under the NASPO Value Point Contract.*





## **SUBCONTRACTOR LABOR PROCEDURES**

### **1: SUBCONTRACTOR QUALIFICATION PROCEDURE**

#### **PURPOSE:**

To define the policy and procedures for qualifying all subcontractor's for use in any labor or service performance associated with any SimplexGrinnell project.

#### **POLICY:**

**All subcontractors to be hired to install SimplexGrinnell equipment, or to perform any services on a SimplexGrinnell customer site, shall be an approved qualified vendor meeting the requirements set forth in the procedures below.**

#### **PROCEDURE:**

Prior to soliciting bids from subcontractors to perform services, such as, installation or servicing of equipment, conduit installation, trenching, etc., the subcontractor must be classified as an "Approved Subcontractor".

To become approved, the subcontractor must complete a "Subcontractor Qualification Form" (EXHIBIT "A") and submit this with their current certificates of insurance to both the district office and HQ Contract Administration for review, approval, and vendor number assignment. Upon approval, the subcontractor will be added to the "Approved Subcontractor" list.

#### **Note:**

1. SimplexGrinnell must have current insurance certificates with the proper coverage on file at HQ Contract Administration prior to allowing any subcontractor on a customer's site. No work shall be done nor any payments made to any subcontractor that does not have current certificates on file. It is the district's responsibility to make sure that current certificates are on file for all active subcontractors. Refer to EXHIBIT "B" for actual requirements.
2. Insurance policies are typically valid for a period of one year and must be renewed annually. Should policies expire, the subcontractor is immediately placed as "Unapproved" and new certificates are required.
3. SimplexGrinnell requires that all subcontractors provide proof of adequate insurance while performing warranty work, which makes it important to maintain an updated certificate.

The district offices may further qualify subcontractors, from an installation competency standpoint, utilizing a subcontractor database that suits their business needs.



## SUBCONTRACTOR LABOR PROCEDURES

### **Approval Verification:**

Using the SimplexGrinnell On-line System, districts can determine whether potential subcontractors have an active vendor number and if they are approved for use on an upcoming project. Refer to the steps below for verification.

---

#### MENU FOR

- 1 HELP
- 2 LOGOFF
- 3 SYSTEM MESSAGES
- 4 A/R & CREDIT MEMOS
- 5 CREDIT RETURNS
- 6 CUSTOMER MASTER
- 7 DISPATCHING & S/A'S
- 8 DISTRIB/SHIPPING
- 9 FIELD EMPLOYEE MAINT
- 10 FIELD INVENTORY
- 11 MANUFACTURING
- 12 ORDER ENTRY & INQ
- 13 ORDER PROCESSING
- 14 OUTSIDE PURCHASE
- 15 PHYSICAL INVENTORY
- 16 PRODUCT MASTER
- 17 PROJECT TRACKING
- 18 QUOTA PERFORMANCE

ENTER SELECTION: 14

\*\*\*\*\*

To review current information on approved subcontractors, or to see if a subcontractor is in our database, access the "Outside Purchase" system from the main menu by keying in the appropriate selection and pressing <ENTER>. This will display the "Outside Purchase" menu as shown on the next page.



**SUBCONTRACTOR LABOR PROCEDURES**

SIMPLEXGRINNELL COMPANY USE ONLY  
OUTSIDE PURCHASING

- |                                 |                                |
|---------------------------------|--------------------------------|
| 1 - CUSTOMER SELECTION          | 2 - CUSTOMER MASTER INQUIRY    |
| 3 - ORDER ENTRY                 | 4 - ORDER CHANGE               |
| 5 - ORDER INQUIRY               | 6 - ORDER PRINT                |
| 7 - CHANGE ORDER PRINT          | 8 - ORDER/LINE SUMMARY         |
| 9 - ORDER/INVOICE SUMMARY       | 10 - CUSTOMER/ORDER INQUIRY    |
| 11 - VENDOR PART MAINTANANCE    | 12 - VENDOR PART PRICE         |
| 13 - PO HDR INQ                 | 18 - VENDOR PURCHASE ORDER INQ |
| 19 - PURCHASE ORDER INQ SUMMARY | 20 - VENDOR PO INVOICE INQUIRY |
| 22 - VENDOR NAME INQUIRY        | 23 - UNPLACED OP LINES         |
| 24 - VENDOR REQUEST             | 25 - CREATE PO (INSTALLATION)  |
| 26 - INVOICE STATUS UPDATE      | 27 - LABOR INVOICE SUMMARY     |
| 32 - ORDER PROCESSING           | 34 - FIELD INVENTORY           |
| 36 - MAIN MENU                  |                                |

RESPONSE: 22

ENTER DESIRED SELECTION

\*\*\*\*\*

Key in "22" and press <ENTER> to view the "Vendor Name Inquiry" screen as on the next page.



**SUBCONTRACTOR LABOR PROCEDURES**

SIMPLEXGRINNELL. COMPANY USE ONLY  
 OUTSIDE PURCHASE VENDOR NAME INQUIRY OPG01D61

VENDOR NUMBER	NAME	ADDRESS	CAN/DOM: D
OP005734	SAL CO INC	83 FLEET ST	
		JERSEY CITY NJ 07306	
		FAX NO: PHONE:	
AP164020	SALCO EQUIPMENT RENT	3635 N.W. 106 STREET	
		MIAMI FL 33147	
		FAX NO: 305-693-4824 PHONE:	
OP004259	SALCO INDUSTRIES	263 FIELD END ROAD	
		SARASOTA FL 34240	
		FAX NO: 941-379-9680 PHONE:	
AP141861	SALE & PEPE	1 EXCHANGE PLAZA	
		NEW YORK NY 10006	
		FAX NO: 212-785-3563 PHONE:	
AP160829	SALEM COUNTY BOARD	RT 45, RD 2, BOX 350	
		WOODSTOWN NJ 08098	
		FAX NO: PHONE:	

**MORE VENDORS**

PF2=CREATE PO PF3=VEN REQUEST PF4=PO VENDOR INQ PF5=MISC INV PF7=BWD PF8=FWD

\*\*\*\*\*

Tab the cursor to the "Name" column and key in the subcontractor name and press <ENTER>. If the subcontractor is listed in the database, they will appear on this screen along with the assigned Vendor Number, beginning with OP (**OPxxxxx**). This indicates the subcontractor has furnished a Qualification Form and has been established as a SimplexGrinnell Vendor. **This does not mean that the subcontractor has been qualified and approved for use.**

To determine if the subcontractor is approved for use, tab the cursor so that it is under the vendor number of the appropriate subcontractor and press the "F3" key. This will display the "New Vendor Entry" screen as shown on the next page.



**SUBCONTRACTOR LABOR PROCEDURES**

SIMPLEXGRINNELL COMPANY USE ONLY  
OUTSIDE PURCHASE NEW VENDOR ENTRY OPG01D63

VENDOR NUMBER OP005734 D VENDOR STATUS ACTIVE DISTRICT

VENDOR NAME SAL ELECTRIC CO INC DATE 06/09/09  
CREDIT TERMS

ORDER ADDRESS: 83 FLEET ST  
REMIT TO ADDRESS: (IF DIFFERENT)  
83 FLEET ST

CITY: JERSEY CITY  
STATE: NJ ZIP: 07306

CITY: JERSEY CITY  
STATE: NJ ZIP: 07306

FAX NO: 0000000000  
PHONE:  
TAX ID:

SHIP VIA: CONTACT:  
EQUIP: ORDER @@@@  
SALESMAN: @@@@

ACTIVE VENDOR FOUND IN OP  
ENTER=EDIT PF1=UPDATE/REQUEST PF2=UPDATE ACTIVE PF3=VEN INQ PF4=LABOR DATA

\*\*\*\*\*

From here, press the F4 key to display the "Labor Vendor Data" screen as shown on the next page.



**SUBCONTRACTOR LABOR PROCEDURES**

SIMPLEXGRINNELL

COMPANY USE ONLY

OUTSIDE PURCHASE LABOR VENDOR DATA

OPG01D87

SUBCONTRACTOR: SAL ELECTRIC CO INC      D NO: OP005734      STATUS ACTIVE

CONTACT ROBERTA PUGGERI

DISTRICT NO:

NUMBER EMPLOYEES    12

INSURANCE

DOLLAR EXPRIATION

APPROVED	Y		TYPE	LIMIT	DATE
MINORITY	N	GENERAL		2000	08/01/00
WOMAN OWNED	N	AUTOMOBILE		1000	08/01/00
DISADVANTAGED	N	UMBRELLA		5000	08/01/00
INCORPORATED	Y	WORKERS COMPENSATION		1000	08/01/00
UNION	Y	OTHER			
BONDABLE	Y				

TYPE SUBCONTRACTOR

ELECTRICAL	Y	ENGINEERING	N
LOW VOLTAGE	N	CONSULTING	N

CLEAR=MENU ENTER=EDIT PF1=UPDATE PF3=VENDOR

\*\*\*\*\*

This screen is utilized to verify whether or not HQ Contract Administration approves a selected subcontractor for use. It is for inquiry only; fields are restricted to HQ.

Two areas to focus on are;

- STATUS - this will be listed as either ACTIVE - approved - or PENDING - HQ is waiting for further information.
- APPROVED - this is the approved by HQ (“Y”) or not approved (“N”) indicator

If the subcontractor does not appear, they must be qualified following the instruction stated above.

Note:

Should there be reason to remove a subcontractor from “Approved Subcontractor” status, the district should alert HQ Contract Administration for removal.

For updates and any questions related to the subcontractor database, consult your regional HQ Contract Administrator.



**EXHIBIT "A"**

**SUBCONTRACTOR QUALIFICATION FORM**

SimplexGrinnell District Name & No. \_\_\_\_\_ Date: \_\_\_\_\_

**Part A: Company Information**

Subcontractor Name \_\_\_\_\_

Address \_\_\_\_\_

Phone # (\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Principals / Officers \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_

*Check/fill-in the appropriate information*

Union \_\_\_\_ Non-Union \_\_\_\_ Local Union Subcontractor Works With \_\_\_\_\_

Small Business \_\_\_\_ Large Business \_\_\_\_ MBE \_\_\_\_ WBE \_\_\_\_ DE \_\_\_\_ No. Of Employees \_\_\_\_\_

Years In Business \_\_\_\_\_ Incorporated \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

Bondable \_\_\_\_ Bond Limit \$ \_\_\_\_\_ Annual Sales \$ \_\_\_\_\_

**Part B: Type of Work**

*Check all systems that subcontractor has installation experience*

\_\_\_\_ Fire Alarm \_\_\_\_ Telecommunications \_\_\_\_ Intercom/Clock

\_\_\_\_ Nurse Call \_\_\_\_ Pro Audio \_\_\_\_ Security \_\_\_\_ CCTV \_\_\_\_ Intrusion \_\_\_\_ Access

**Part C: Classification of Work**

*List all classifications of work performed by subcontractor's own forces (list all trades)*

Description	Division No.
_____	_____
_____	_____
_____	_____
_____	_____



**Part D: Subcontractor Experience**

List key major projects subcontractor has completed in the past five years. List the names of the project, contact name, contract amount, and a brief description of project scope.

- 1. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- 2. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- 3. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Part E: Safety**

***Attach OSHA Log and Summary for the last three years and answer the following***

- Does your firm have a written safety program?  Yes  No
- Do you have a safety director?  Yes  No
- Does your firm perform routine job site safety inspections?  Yes  No
- Any serious OSHA citations?  Yes  No

**Part F: Insurance**

***Attach a current certificate of insurance and provide the following limits of coverage***

- General Liability \_\_\_\_\_
- Automobile liability \_\_\_\_\_
- Workers compensation \_\_\_\_\_
- Umbrella (excess liability) \_\_\_\_\_

Expiration date of policy \_\_\_\_\_

**THIS COMPLETED FORM AND ALL ATTACHEMENTS MUST BE SENT TO:**

SIMPLEXGRINNELL.  
50 TECHNOLOGY DRIVE  
WESTMINSTER, MA 01441  
ATTN: CONTRACT ADMINISTRATION

Name of person completing this form \_\_\_\_\_ Title \_\_\_\_\_





## EXHIBIT "B"

### SUBCONTRACTOR INSURANCE REQUIREMENTS

1) All subcontractors hired to do installation work, supervision of installation and/or testing for SimplexGrinnell, must carry insurance conforming to the following minimum requirements. When project requirements exceed these minimums, subcontractors must comply with the project requirements.

<u>TYPE</u>	<u>LIMITS</u>
<b>General Liability (must include the following)</b>	<b>\$ 1,000,000</b>
1. Premises - Operations	
2. Products/Completed Operations	
3. Contractual Liability	
4. Independent Contractors	
5. Broad Form Property Damage	
6. Personal Injury Liability	
7. "XCU" Coverage (if applicable)	
<b>Automobile Liability</b>	<b>\$ 1,000,000</b>
1. Bodily Injury (BI)	
\$500,000 per person	
\$1,000,000 per accident	
2. Property Damage (PD)	
\$250,000 per accident or a	
combined single limit (CSL)	
3. Coverage for Any Auto, Hired Auto	
and Non-Owned Autos	
<b>Workers Compensation</b>	<b>Statutory, per State requirements</b>
1. Employers Liability	<b>\$ 100,000</b>
<b>Professional Liability</b>	<b>\$ 1,000,000</b>
(Only required for engineering/ design/certification work)	
<b>Umbrella (Excess Liability)</b>	As necessary to meet the above limits or project requirements.
<b>Business Personal Property</b>	Retail value of equipment stored
Required if SimplexGrinnell materials are stored in the contractors warehouse or place of business	
<b>Medical and Disability benefits</b>	Copy of Policy
Required for Sole Proprietors and Partners	
a) All coverage must be on an Occurrence basis. Claims Made coverage is not acceptable.	
b) Certificates of Insurance showing evidence of coverage as called for above must be filed with SimplexGrinnell prior to commencement of any work naming SimplexGrinnell as certificate holder.	

2.) If a subcontractor's proposal to SimplexGrinnell includes: installation labor, supervision of installation, testing on site, the furnishing of installation materials or the furnishing of the equipment to be used in the installation, and if any combination of the above exceeds \$50,000.00, the subcontractor shall be required to provide a 100% Performance Bond and 100% Payment Bond. The subcontractor's proposal must state that their cost to SimplexGrinnell includes the cost of bonds and that these bonds shall be sent to SimplexGrinnell Time Reorder Company, Contract Administration, within ten (10) days of the purchase order issuance.

3.) Automobile liability limit of \$500,000 (including \$500,000 bodily injury (B1) per accident will be accepted for proposals with a total contract value (including labor, testing and materials) of \$20,000 or less.



## **SUBCONTRACTOR LABOR** **PROCEDURES**

### **2: SUBCONTRACTOR INVITATION TO BID PROCEDURE**

#### **PURPOSE:**

To define the policy and procedures for requesting bids from subcontractors and major system suppliers, as well as, to promote formal and competitive bidding practices within a SimplexGrinnell district office.

#### **POLICY:**

**All district offices are required to solicit at least three written competitive bids when using subcontractors to install SimplexGrinnell equipment or to perform any services on behalf of SimplexGrinnell on a customer site.**

#### **PROCEDURE:**

##### **Competitive Bidding:**

When requesting bids from subcontractors, a formal and consistent process must be followed. Requesting bids from various qualified subcontractors assures SimplexGrinnell of having the most competitive price for inclusion into the customer proposal. This can greatly enhance the chances of securing the business since the labor component is usually equal to, or greater than, the equipment portion of the bid.

To assist in the solicitation process, a sample "Invitation To Bid" letter, with attachments, is included as EXHIBIT "C". By utilizing this sample, there is greater confidence that each subcontractor bidding; has all the necessary bid documents, fully understands the scope of work, and knows all the project requirements so a complete bid will be furnished. This will allow for an accurate comparison of price and scope between all bidders to ensure proper selection of the most responsive bidder.

**It is essential for SimplexGrinnell to provide all bidders with an "Invitation To Bid", tailored to the specific project requirements, for all projects regardless of the project size. By not doing so, SimplexGrinnell is at risk of being bound by the subcontractor's scope of work and any terms and conditions presented on their quotation.**

##### **Defining the Scope of Work:**

The scope of work should contain a definite and concise statement of what the subcontractor is expected to do rather than general language as to the nature of the particular project. Due to the wide variety of building types and product offerings, it is impossible to create a standard scope of work to fit all projects. However, when defining the scope of work, it should be in text form and may be supported by a checklist that ties the work requirements together. The scope of work should be supplemented with all contract documents – which include plans, specifications, terms and conditions, and all addenda - and should be included in the "Invitation To Bid" package. Refer to EXHIBIT "C" for a sample "Invitation To Bid" and EXHIBIT "D" for a sample checklist.



## **SUBCONTRACTOR LABOR PROCEDURES**

When developing the scope of work, take into consideration the nature of the project - “Design Build” or “Bid to Plans and Specifications”.

The accuracy and completeness of the scope of work for a “Design Build” becomes extremely crucial since SimplexGrinnell assumes all responsibility for a complete and functioning system. SimplexGrinnell must assume liability for any errors and omissions which will impact the project cost through change order to the subcontractor.

When it is a “Bid to Plans and Specifications” project, there still remains a need for an accurate and complete scope of work to ensure SimplexGrinnell meets the integrity of the system and it is conveyed to all subcontractors for complete bids. SimplexGrinnell should not redefine the entire specification but provide enough specific information explaining what work the subcontractor should perform, what terms and conditions apply, and the specification sections they are to conform to.

For both types of project bids, the scope of work definition should be consistent with the pricing breakdown requested from the subcontractor to allow for good comparison of bids and to serve as a crosscheck that the subcontractors have included pricing for the entire scope requested. Refer to “Reviewing Bids” further in this section for more details.

**The clearer the scope of work the less likely there will be confusion on the part of the subcontractors bidding.**

### **Identifying the Contract Documents:**

The sample “Invitation to Bid” (EXHIBIT “C”) allows for the identification of contract documents. For any subcontractor bidding to SimplexGrinnell, it is important that there is a clear understanding of the scope of work and terms and conditions by which a price will be provided. By doing so, SimplexGrinnell’ risk is limited and puts the burden (where it should be) with the subcontractor to perform the installation in strict accordance with the customer’s contract requirements. Hence, the importance to identify, reference, and provide **all** related project documents and drawings to **all** potential bidders and to have them formally confirm that their pricing is in accordance with **all** of these documents.

The Contract Documents typically include the entire project specification and related drawings due to flow down requirements in the customer’s contract and specific requirements that all subcontractors must adhere to. **This makes it extremely important that SimplexGrinnell obtain all of these documents and not just a specific division or specification section.** Since many project terms and conditions usually increase the scope of work a subcontractor is required to perform, SimplexGrinnell could be leaving room for change orders that negatively impact the project by waiting until after a Purchase Order or Subcontract Agreement is issued to enforce conformity. Refer to the “Invitation to Bid”, EXHIBIT “C”, Attachment A, for a sample of identified contract documents.

Note:

On public bid projects (Federal, State, or local Government funded), it becomes extremely important to provide all contract documents to the subcontractor to ensure they comply with any Prevailing Wage and Certified Payroll Record requirements. These conditions have to be taken into account by the subcontractor to effectively price the bid. If this information is not provided, the results could lead to a change order that negatively impacts the project.



## **SUBCONTRACTOR LABOR** **PROCEDURES**

### **Reviewing Bids:**

By using a consistent format and requesting the same information from all potential bidders, it is much easier to identify the differences in the responses which usually relates to the differences in the pricing. When there are significant differences in pricing between bidders, it usually means that the scope of work was not clearly defined. A determination is then required as to which subcontractor bid the correct scope. Pricing requirements detailed to fit the various elements within the defined scope of work, provide a greater means for comparison for both price and completeness of bids amongst all bidders.

Refer to Attachment C of the sample "Invitation to Bid" (EXHIBIT "C") for the pricing detail. This should be used as a minimum and be modified to fit the specific project scope of work. However, always consider obtaining unit prices to cover unforeseen changes and to limit overcharging by the subcontractor for such changes.

**In no case, should lump sum or one lot price be requested nor accepted.** This does not allow sufficient detail to adequately compare against all other bidders.

**Oral pricing is not acceptable.** To be responsive and acceptable, **all** subcontractor quotations must be written and in accordance with the instructions defined in the SimplexGrinnell "Invitation to Bid" package.



**EXHIBIT "C"**

**SAMPLE  
INVITATION TO BID**

ATTENTION: Page Electric  
60 Elm Hill Ave  
Leominster, MA 01453

INVITATION TO BID DATE: April 29, 2009

PROJECT: Customer Number One Renovation

PROJECT LOCATION: Gardner, Massachusetts

You are invited to submit a proposal to furnish labor, material, equipment and provide for the installation requirements for the above referenced project in accordance with the specifications and associated documents described on Attachment A.

In order to be responsive to this invitation, your proposal must include a statement of your agreement with the documents listed in Attachment A and include the signed bid checklist, Attachment B. The associated cost with all requirements must be included in your proposal price.

The expiration date of your proposal must not be earlier than 60 days from bid opening and must be so stated in your proposal.

One (1) copy of your sealed bid proposal must be sent to the attention of and be received by Anita Sales, SimplexGrinnell, 306 Belmont Street, Worcester, MA 01604 no later than **2:00 PM, May 15, 2009**. Please note on the outside of the envelope "Customer Number One Proposal".

Questions regarding this invitation to bid should be directed as follows:

Technical -	Dudley Dorigt	(555) 123-4567
Commercial -	John E. Begood	(555) 123-9876

The right is reserved to waive formalities or reject any bids received if, in SimplexGrinnell's opinion, the best interest of SimplexGrinnell are thereby promoted.

SIMPLEXGRINNELL

Attachments: A, B, and C



**SAMPLE**  
ATTACHMENT A

INVITATION TO BID DATE: April 29, 2009  
PROJECT: Customer Number One Renovation

Accompanying this Invitation to Bid are the following documents:

1. SimplexGrinnell General Conditions, GENREQ7, dated 4/28/98, eight (8) pages.
2. Bid Checklist (must be signed and returned with your bid).
3. (List all applicable documentation - specifications, drawings, addenda, correspondence, etc.)

SimplexGrinnell documents: **(FOR EXAMPLE)**

- Invitation to Bid
- Attachment A, this document
- Attachment A-1, Scope of Work
- Attachment B, Bid Checklist
- Attachment C, Price Breakdown

Customer or Project documents:

- Division 0 documents, pages 1 through 5, dated January 19, 2009
- Division 1 documents, pages 1 through 20, dated January 19, 2009
- Division 15 documents, pages 1 through 26, dated January 19, 2009
- Division 16 documents, pages 1 through 30, dated January 19, 2009
- Division 17 documents, pages 1 through 15, dated January 19, 2009

Addenda #1 dated March 14, 2009

Drawings titled Customer Number One Renovation - prepared by M.J. Keane & Associates, F.A.-Riser, dated 2/1/99, A201, dated 1/16/99, A202, dated 1/14/99, A204, dated 1/16/99, A205, dated 1/15/99, E205, dated 1/15/99, E207, dated 1/15/99, M213.1, dated 1/14/99, and M213.2, dated 1/14/99

- NOTE: (A) Where similar conditions are described in the above documents, items 1. through 3., the conditions with the most stringent or highest requirements shall prevail.
- (B) Items are in your possession and made apart hereof.



ATTACHMENT B

INVITATION TO BID DATE: April 29, 2009

PROJECT: Customer Number One

**BID CHECKLIST**

THIS SHEET MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR BID.

HAVE YOU:

- 1. ENCLOSED YOUR BID BOND FOR \_\_\_\_% OF THE PROPOSAL AMOUNT (SEE NOTE)
- 2. INCLUDED THE COST FOR 100% PERFORMANCE & PAYMENT BONDS (SEE NOTE)
- 3. PROVIDED NAMES OF REFERENCES.....
- 4. PROVIDED NAMES OF SUBCONTRACTORS YOU PLAN TO USE.....
- 5. PROVIDED A STATEMENT IN YOUR PROPOSAL THAT YOU AGREE WITH THE PROJECT AND SIMPLEXGRINNELL TERMS & CONDITIONS, SPECIFICATIONS, AND DRAWINGS.....
- 6. STATED THE EXPIRATION DATE OF YOUR PROPOSAL.....
- 7. PROVIDED AN AUTHORIZED SIGNATURE ON THE PROPOSAL .....
- 8. COMPLETED THE REQUIRED BIDDING DATA SHEETS.....
- 9. PROVIDED A CERTIFIED COPY OF STATE ELECTRICAL LICENSE, OR STATE ELECTRICIAN LOW VOLTAGE LICENSE.....
- 10. PROVIDED A CURRENT CERTIFICATE OF INSURANCE.....
- 11. ENCLOSED THIS COMPLETED FORM WITH PROPOSAL.....

CHECK  
DONE

**NOTE: APPLIES TO PROPOSAL FOR \$50,000 OR MORE.**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TYPED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



**SAMPLE**  
**ATTACHMENT C**

INVITATION TO BID DATE: April 29,2009

PROJECT: Customer Number One Project

1. Submit a firm fixed price, base bid, in response to the subject Invitation to Bid in accordance with the requirements of Attachment A and B.

2. Firm price to be provided for installation efforts in the following detail:

- a. Labor \$ \_\_\_\_\_
- b. Material (including freight to site) \_\_\_\_\_
- c. All Applicable Sales or Use Taxes \_\_\_\_\_
- d. Permits, Fees and Approvals \_\_\_\_\_
- e. 100% Performance and Payment Bonds \_\_\_\_\_
- f. Subcontracted Work \_\_\_\_\_
  - Demolition/Repair \_\_\_\_\_
  - Other \_\_\_\_\_

TOTAL FIXED PRICE \$ \_\_\_\_\_

3. State job duration in calendar days from date of award: \_\_\_\_\_

4. Furnish data for the following items:

- a. Labor Rate per hour for Straight Time \_\_\_\_\_
- b. Labor Rate per hour for Overtime \_\_\_\_\_
- c. Unit Price (including 20' of wire and conduit, installation, and testing) \_\_\_\_\_

5. Furnish the following pricing breakdown:

	<u>MATERIALS</u>	<u>LABOR</u>	<u>TOTAL</u>
a. Raceway & Components	_____	_____	_____
b. Wire & Cable	_____	_____	_____
c. Fire Alarm System Installation	_____	_____	_____
d. Security System Installation	_____	_____	_____
e. Direct Mobilization	_____	_____	_____





**SAMPLE**  
ATTACHMENT A-1

INVITATION TO BID DATE: April 29,2009  
PROJECT: Customer Number One Renovation

**Scope Of Work**

This Scope of Work is focused on the furnishing of labor, installation materials, conduit, wire and cable necessary for the complete installation and commissioning of the Fire Alarm and Security System for the Customer Number One Renovation, in accordance with the "Invitation to Bid" and associated documents.

**Subcontractor Qualifications**

The subcontractor must be an approved SimplexGrinnell subcontractor or shall provide all required information to SimplexGrinnell to gain approval for the installation of this project.

The subcontractor shall be licensed to perform alarm system installations in the State of which the work will be conducted.

The selected subcontractor will be expected to have manpower to meet the installation schedule.

**Subcontractor Must Meet Requirements of AHJ**

This installation is subject to inspection by the local authority having jurisdiction (AHJ).

All installation permits, licenses and inspection fees must be obtained and paid for by the subcontractor.

The subcontractor is required to schedule and coordinate inspections as required by the AHJ as the job progresses. The subcontractor is required to coordinate such inspections with the owner's representative.

**Quotation Required.**

The quotation required from the subcontractor will be for installation labor and miscellaneous material (connectors, wire labels, wire strapping, etc.) and termination to/of SimplexGrinnell provided equipment, cable testing and coordinated system acceptance testing with SimplexGrinnell Technical Support Representative (TR). The subcontractor shall provide labor rates adhering to the response schedule and utilize the pricing form in the "Invitation To Bid".

**Subcontractor Staffing Requirements**

It will be the responsibility of the subcontractor to staff this project as competitively as possible in such a manner as to avoid job conflicts and ensure compliance with installation requirements specified herein.

Upon commencement of the Customer Number One facility, the subcontractor shall ensure that each employee performing work under this contract, or performing change order work, coordinate site visits with the property manager.



### **Systems Description and Installation Requirements**

The installation must meet all applicable requirements of the National Electric Code, National Life Safety Code, State Uniform Fire Prevention and Building Code and all other applicable local codes. In addition, all installation requirements indicated in all portions of the specification, plans, and terms and conditions must be met. Whenever a conflict exists, the SimplexGrinnell Project Manager must be notified in writing. Given the installation schedule, it shall be assumed that the more stringent requirement shall be met when a conflict exists unless resolved by the SimplexGrinnell Project Manager.

All 120 VAC circuits/receptacles required for equipment installed on this project shall be the responsibility of Customer Number One.

The subcontractor is responsible to correctly tag and label all cables and number all equipment cabinet wiring for all systems installed on this project.

Subcontractor is required to retain one (1) set of plans to be used as accurate "as-built" drawings and shall deliver to SimplexGrinnell prior to release of final payment per section 1.23 in the SimplexGrinnell General Conditions.

The subcontractor shall not apply power to any cabinet/console or peripheral device until directed to by a TR. The TR shall program all equipment to operate in accordance with an approved sequence of operations.

### **Coordination Meetings**

The subcontractor's job site supervisor shall attend all coordination meetings with the SimplexGrinnell Project Manager.

### **Shipping & Receiving**

SimplexGrinnell shall provide the equipment, being utilized on this project, to the subcontractor when ready for incorporation into the facility. Upon receipt, the subcontractor shall be responsible for inventory control, and assumes risk of loss or damage to the SimplexGrinnell provided equipment. Equipment that is not functional and has not suffered physical damage or been powered without the direct supervision of a SimplexGrinnell TR, shall be replaced by SimplexGrinnell under warranty.

### **Job Schedule**

The project is to commence within 15 days of award of contract and shall complete no later than the designated date outlined in the provided SimplexGrinnell contract agreement. The subcontractor is to provide a construction schedule-detailing method of installation to meet these dates.

### **System Testing and Warranty**

Commission tests will be conducted on all systems at least two weeks prior to final acceptance testing with Customer Number One. There will be a formal documented system test and certification procedure provided. The SimplexGrinnell TR will supervise this procedure. The subcontractor will be required to provide appropriate personnel to troubleshoot and repair equipment wiring during this process as required.

Upon successful completion of system commissioning, systems acceptance tests is required to be performed under the direction of the Customer Number One Management and AHJ. The subcontractor shall warranty the installation for one-year commencing from date of final acceptance by Customer Number One and AHJ.

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### **Removal of Obsolete Equipment and Debris**

The subcontractor shall remove all existing fire alarm/security equipment made obsolete by equipment installed under this contract and shall dispose of it according to all applicable Federal and State laws. Wiring to this removed equipment will be cutback and left in place.

The subcontractor shall be responsible for the proper removal and disposal of all debris associated with the installation of the Fire Alarm and Security system.

### **Cutting and Patching**

The subcontractor shall be responsible for all cutting, patching, and painting of any surface affected by the installation of the all equipment pertaining to this project.





## SIMPLEXGRINNELL GENERAL CONDITIONS

### 1.01 GENERAL:

This document supplies the general conditions between SimplexGrinnell, hereinafter called "SimplexGrinnell", and the Subcontractor, hereinafter called the "Contractor", for the subject project.

In the context of these general conditions, the term "Work" is defined as the entire effort described in the Contract documents, including Work which is reasonably required to produce a finished project, whether or not all details are specifically described or shown in the drawings or specifications.

### 1.02 SCOPE:

A. General: The Contractor shall incorporate all mechanical, structural and finish Work inside and out as called for in the project plans and specifications to furnish a complete and operable system. This shall include all labor and material, transportation, apparatus, scaffolding, tools, fuel, energy, light, etc., whether or not specifically called for in the plans and specifications.

B. Mechanical Work: The Contractor shall include all new Work and all modifications to existing Work to furnish a complete and functioning system. All pipes, conduits, ducts, wire, etc., not being reused or reconnected shall be properly removed, closed-up or studded off as applicable.

C. Storage: The Contractor shall provide on-site, weather-protected storage space approved by the architect or owner, for new material delivered to the job site (i.e. trailers, temporary sheds or other approved means). The Contractor shall be responsible for materials stored at the site prior to installation.

### 1.03 WORKMANSHIP:

A. Intent: A complete system and everything properly incidental thereto in the Contract Documents shall be furnished, and details of installation must be in strict conformance with the specifications and drawings and of good Workmanship and quality. What may be called for in the plans and not in the specifications or vice versa shall be binding in either case as if the same has been called for in both. The failure to show details shall not warrant the omission of anything necessary for the proper completion of the Work. Unless otherwise specified, each Contractor shall supply all labor and material, transportation, apparatus, fuel, energy, light scaffolding, tools, etc., necessary for the entire proper and substantial completion of this Work, and shall install, maintain and protect the same.

B. Quality: Workmanship shall be in strict conformance with the specifications and drawings and of good Workmanship and quality. All installations and applications shall conform to manufacturer's specifications.

C. Installation Methods and Materials:

1. Wire and Cable: Wire and Cable shall be a type listed for its intended use by an approval agency acceptable to the Authority Having Jurisdiction (AHJ) and shall be installed in accordance with the appropriate articles from the current approved edition of the National Electrical Code (NEC) (NFPA 70). Special attention is to be paid to the classification of circuits (i.e. power limited vs. non-power limited) and to the particular electrical characteristics of the cable and wire for its circuit application.

2. Contractor Responsibility: It is Contractor's responsibility to obtain from SimplexGrinnell written instructions regarding the appropriate wire/cable to be used for this installation. No deviation from the written instruction shall be made by Contractor without the prior written approval of SimplexGrinnell. If Contractor installs wire/cable not in accordance with the above requirements, then Contractor shall be responsible for all resulting damages and consequences including, but not limited to, replacement of the improper wire/cable at no cost to SimplexGrinnell.

When project specifications allow reuse of any or all existing wire, cable and/or conduit systems, it shall be the Contractor's responsibility to ensure that these items meet all requirements of the aforementioned conditions.

In the event of a conflict between the project specifications and the SimplexGrinnell installation material requirements, it shall be the Contractor's responsibility to immediately advise SimplexGrinnell in writing of this discrepancy. SimplexGrinnell shall provide the Contractor with a timely written response.

### 1.04 CONTRACT DOCUMENTS:

A. The Contract Documents consist of the Purchase Order, these General Conditions, any Supplemental Conditions, the drawings and specifications, including all addenda and alterations made in the documents prior to their execution, the prime Contract between SimplexGrinnell and its customer, and any other document specifically incorporated by reference. Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all. In case of discrepancies between the Contract Documents, the Purchase Order and these SimplexGrinnell General Conditions shall take precedence over all other documents, specifications shall take precedence over drawings, and large scale details shall take precedence over small scale details and drawings. In the absence of dimensions, consult SimplexGrinnell; do not scale drawings. Any discrepancies between the Contract Documents shall be called to the attention of SimplexGrinnell before bids are submitted and before proceeding with the Work. The failure of SimplexGrinnell to require strict conformance with any Contract requirement shall not constitute a waiver of the particular requirement or any other Contract requirement.

B. If required by SimplexGrinnell, and prior to the commencement of any Work, the Contractor shall prepare and submit to SimplexGrinnell for review complete plans

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and specifications detailing the Work and materials to be supplied hereunder. SimplexGrinnell shall review such plans and specifications and make comments in writing. The Contractor shall obtain any and all necessary governmental approvals of such plans and specifications prior to the commencement of any Work hereunder. Copies of all permits shall be provided to SimplexGrinnell.

### 1.05 CONTRACTOR RESPONSIBILITIES:

A. Contractor agrees that all Work shall be performed in strict accordance with the project schedule and all modifications thereto. Contractor agrees to furnish SimplexGrinnell, on demand, all information necessary for SimplexGrinnell to develop and update the project schedule, including, but not limited to, information relating to purchase orders and delivery schedules for Contractor's materials.

B. Time is of the essence in the performance of this Contract. Contractor fully understands the contractual commitment to proceed with diligence and to supply a sufficient quantity of skilled labor and equipment to maintain the project schedule provided by SimplexGrinnell. If in SimplexGrinnell's opinion a sufficient Work force is not provided, the Contractor shall Work on premium time, at Contractor's own expense, to such extent as is necessary to maintain the project schedule provided by SimplexGrinnell.

C. If Contractor is not proceeding with diligence and in such a manner as to satisfactorily complete the Work within the project schedule, SimplexGrinnell may invoke the Takeover provisions of Article 1.17 of this Contract.

D. If, as a result of flood, fire, earthquake, Act of God, war strikes, picketing, boycott, lockouts or any other cause beyond SimplexGrinnell' reasonable control, SimplexGrinnell determines to postpone prosecution of the Work, the Contractor shall, upon receipt of written notice from SimplexGrinnell immediately discontinue further Work until such time as SimplexGrinnell advises the Contractor to resume the Work, which the Contractor shall promptly do upon receipt of written notice from SimplexGrinnell. The Contractor hereby releases and discharges SimplexGrinnell from any liability for damages or expenses which may be caused to or sustained by the Contract or by reason of such cessation of Work. SimplexGrinnell shall be under no obligation to protect the Contractor's Work, materials, tools, equipment or facilities. The Contractor shall bear all risks of loss or damage thereto, by whatever cause inflicted, until the Work is accepted by SimplexGrinnell.

E. Should the project or Contract documents stipulate compliance with Prevailing Wage requirements, it shall be the Contractor's responsibility to comply with and to furnish SimplexGrinnell certified payroll reports substantiating proper wages paid.

### 1.06 EXAMINATION OF SITE AND DOCUMENTS:

The Contractor, before submitting his proposal, shall visit the site and examine for himself all conditions and limitations which affect the Contract. He shall carefully examine all Contract Documents. Titles and subdivisions in these documents are for convenience and are not a part of the Contract, and no real or alleged errors in arrangement of matter shall be reason for omission or duplication by any Contractor.

### 1.07 BUILDING PERMITS, FEES AND INSPECTION:

The Contractor shall provide all permits, and arrange all required inspections and approvals as required by all governing building, fire and health departments, necessary for occupancy and final operation of the facility, except that SimplexGrinnell shall be responsible for requesting all approvals from the Authority Having Jurisdiction.

### 1.08 CODES AND REGULATIONS:

A. The Contractor shall install all Work in strict accordance with all governing codes and regulations at no additional cost to SimplexGrinnell. The Contractor shall comply with all federal, state, municipal, and local laws, codes, regulations, and ordinances applicable to the Work to be performed hereunder, including, but not limited to, the National Electrical Code and regulations regarding occupational health and safety. Furthermore, the Contractor and its employees shall be subject to all safety rules promulgated by SimplexGrinnell, and the Contractor shall be responsible for the acts or omissions of its employees, or of any other entity within its control, in this regard. The Contractor shall indemnify and hold SimplexGrinnell harmless against all fines, prosecution, or other damage suffered if SimplexGrinnell is cited for a violation of any law, rule, or regulation where the condition or practice giving rise to such action against SimplexGrinnell is caused by or under the control of the Contractor.

B. The Contractor shall not proceed with any Work not in conformance with all governing codes and regulations including, but not limited to, applicable safety rules.

### 1.09 SUBSTITUTION OF MATERIALS AND "OR EQUAL":

Substitute Sheet: If in the opinion of the Contractor a substitute material or method is advisable involving an add or subtract to the cost, he may list same on a substitute sheet stating the amount of add or subtract. This may be enclosed with the bid. No substitution shall be made without approval, in writing, from SimplexGrinnell.

### 1.10 CHANGES IN SCOPE OF WORK:

A. Any time before completion and final acceptance of the Work, SimplexGrinnell may, by written order, direct the

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Contractor to make any additions, deletions, changes, or alterations in the Work, provided however, that no such revisions shall be made, and no payment therefore shall be made, unless the same is directed by SimplexGrinnell through the issuance of a written change order before the commencement of the changed Work. The change order shall fully set forth changes, if any, to be made in the scope of Work, the Contract price and the time for completion.

B. Should Contractor install or construct work, which constitutes a change from the scope of Work, without written authorization from SimplexGrinnell, Contractor shall, if requested by SimplexGrinnell, remove such changed Work and install the Work in accordance with the Contract documents at Contractor's sole cost and expense. Contractor shall also be responsible for all costs and damages caused by any delay.

C. No payment shall be due Contractor for changed Work until SimplexGrinnell has received payment for the changed Work from the project owner.

### 1.11 BONDS:

The Contractor shall furnish to SimplexGrinnell 100% performance and 100% payment bonds before the commencement of Work. These bonds shall be on a form in conformance with Standard AIA Subcontractor's Performance and Payment Bonds. The cost of these bonds is included in the Contract price. No payment will be made to Contractor prior to SimplexGrinnell's receipt of the required bonds.

### 1.12 TAXES:

The Contractor shall include all local and state taxes for labor and materials as quoted on his bid proposal.

### 1.13 PAYMENT:

A. SimplexGrinnell shall make monthly payments in arrears on account of the Contract Price. Each monthly payment shall be made within seven (7) days of receipt by SimplexGrinnell of payment from its client and (i) the Contractors Pay Estimate Form and (ii) Lien Waivers as hereinafter provided.

The amount of each monthly payment shall be (i) that percentage of the Contract Price which is equal to the percentage of the Work which was performed in the month prior as verified by the Contractor Pay Estimate Form attached, (ii) less 10%, or the maximum retention allowed by law, whichever is less.

B. Together with each request for a progress payment, as well as the request for final payment, the Contractor shall furnish SimplexGrinnell with Lien Waivers covering the Work and materials pertaining to such request. By acceptance of any and all payments received by him, the Contractor agrees to indemnify and save harmless

SimplexGrinnell and its subsidiaries from all claims made by Subcontractors, laborers, Workmen, mechanics, material-men and furnishers of machinery, equipment, power tools and all other supplies utilized in the Work and of the performance for which the Contractor is being paid hereunder.

C. Progress payments may be withheld on account of (i) defective Work, (ii) liens or claims filed, (iii) failure of Contractor to make timely payments to subcontractors, sub-subcontractors or to others for labor, materials or equipment furnished, (iv) damage to another Contractor, or (v) unsatisfactory prosecution of the Work by Contractor, or (vi) failure of SimplexGrinnell's client to make payment to SimplexGrinnell.

D. No payment shall be due the Contractor until the Contractor has provided:

(i) Insurance certificates to SimplexGrinnell as proof of the required insurance coverage in accordance with Article 1.14.

(ii) Acceptable Performance and Payment Bonds in accordance with Article 1.11.

(iii) Acceptable Schedule of Values and Construction Schedule.

(iv) Certified Payroll Reports in accordance with the project requirements.

(v) Lien waivers in accordance with subsection B, above.

E. No final payment shall be due the Contractor until:

(i) The Contractor has provided "as-built" drawings, acceptable to SimplexGrinnell, its client, the Owner, and all governmental bodies and agencies having jurisdiction, in accordance with Article 1.23.

(ii) The Contractor has assigned or otherwise made available for the benefit of SimplexGrinnell, all warranties and guarantees in favor of the Contractor which cover any of the Work, materials, supplies, or equipment furnished pursuant to the Contract.

(iii) The Contractor has provided final Lien Waivers covering all of the Work.

(iv) The Contractor has completed all Work, including all change order Work, in accordance with the Contract documents and all Work has been accepted by SimplexGrinnell.

(v) SimplexGrinnell has received its final payment.

F. The Contractor agrees that moneys received for the performance of this Contract shall be used for labor, material and equipment entering into the Work and said

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moneys shall not be diverted to satisfy obligations of the Contractor on other Contracts.

G. No payment made under this Contract shall be conclusive evidence of the performance of this Contract by the Contractor either wholly or in part and no payment including final payment shall be construed to be an acceptance by SimplexGrinnell of defective or unsatisfactory Workmanship, materials and/or equipment.

H. To the fullest extent permitted by law, The Contractor hereby agrees to indemnify and hold harmless SimplexGrinnell from any cost, charge, or claim incurred because of any lien placed on the project by Contractor, any of Contractor's Subcontractor's, subtier Subcontractors or suppliers. Contractor shall be responsible for and pay all costs necessary to remove such liens. This provision 1.13 H shall survive termination, completion of this Contract or final payment.

### 1.14 INSURANCE:

Until the Notice of Acceptance is issued by SimplexGrinnell, the Contractor shall maintain, at its expense, the following types of insurance issued by companies acceptable to SimplexGrinnell covering the Work.

#### A. COMMERCIAL GENERAL/COMPREHENSIVE LIABILITY POLICY

Bodily Injury:

\$500,000 each occurrence,  
\$1,000,000 aggregate

Property Damage:

\$250,000 each occurrence or a Combined Single Limit (CSL) of \$1,000,000 Bodily Injury and Property Damage.

#### The policy must include:

- 1.) Premises-Operations Liability coverage.
- 2.) Products/Completed Operations coverage.
- 3.) Contractual Liability coverage.
- 4.) Independent Contractors coverage.
- 5.) Broad Form Property Damage coverage.
- 6.) Personal Injury Liability coverage.
- 7.) All coverage must be on an Occurrence basis. Claims Made coverage will not be acceptable.
- 8.) If any Work is to be performed below the surface of the ground, coverage must be extended to include protection against property damage caused by explosion (including blasting), collapse of structures, and damage to underground pipes and utilities. (This is known as "XCU" coverage)

#### B. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

\$1,000,000 aggregate is required for all engineering/design/certification Work.

#### C. AUTOMOBILE LIABILITY POLICY

Bodily Injury: \$500,000 per person, \$1,000,000 per accident.

Property Damage: \$250,000 per accident or a Combined Single Limit (CSL) of \$1,000,000 Bodily Injury and Property Damage.

The policy must include coverage for Any Autos, Hired Autos and Non-Owned Autos.

#### D. WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY POLICY

1. Workmen's Compensation Insurance - Statutory, State Requirements.
2. Employer's Liability Insurance - \$100,000.

#### E. MEDICAL AND DISABILITY BENEFITS POLICY

For Sole Proprietors and Partners without employees.

#### F. CERTIFICATE OF INSURANCE AND CANCELLATION:

Certificates of Insurance showing evidence of coverage as called for herein and naming SimplexGrinnell as an additional insured shall be filed with SimplexGrinnell prior to commencement of construction. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or materially altered until at least thirty (30) days after written notice is given to SimplexGrinnell.

G. Contractor assumes full responsibility for all loss or damage from any cause whatsoever to any tools owned by its employees and/or Contractor, any tools, machinery, equipment or other motor vehicles owned or rented by Contractor, his agents, Subcontractors, material-men or their employees; and any other damages caused through their own negligence.

### 1.15 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless SimplexGrinnell from and against any and all claims for damages or bodily injury, sickness, disease, or death or damage to personal property (other than the Work itself) and any losses and expenses, including but not limited to attorneys fees, caused, in any part, by the Work performed by or material provided by the Contractor or its employees, agents or subcontractors. The Contractor's obligation, to the fullest extent permitted by law, is to defend, at its sole cost and expense, itself, SimplexGrinnell, and their representative employees, agents, owners, officers, and customers against any and all claims or causes of action caused by or related to the Contractor's Work, and to pay the loss for which Contractor is deemed responsible in whole or in part in negligence or otherwise. This provision shall survive completion of the Work.

### 1.16 LIENS AND CLAIMS:



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A. The Contractor shall promptly pay prior to delinquency all bills for all charges, in connection with the Work, and shall keep the property free from any materialmen's or mechanic's liens and claims or notices in respect hereto, and failure to do so shall constitute failure of performance under this Contract. Notwithstanding anything herein to the contrary, in order to protect SimplexGrinnell from all claims and liens of whatsoever nature, it is agreed that the Contract Price shall not become due and payable until the labor, materials, tools, equipment, facilities, rentals of equipment, transportation, fees and permits, taxes and all other charges, without limitation by the foregoing enumeration, in connection with the Work have been fully paid. If required by SimplexGrinnell, receipted bills and releases therefore showing payment in full shall be furnished by the Contractor to SimplexGrinnell. Notwithstanding anything herein to the contrary, SimplexGrinnell shall not be required to make any payments to the Contractor unless the Contractor's rate of progress, Work done and materials furnished are satisfactory to SimplexGrinnell and as herein agreed upon, and unless the balance due Contractor after any such payment would be sufficient to satisfy all obligations of the Contractor for labor, materials, equipment, taxes, etc., furnished or to be furnished by the Contractor under this Contract.

B. In the event that the Contractor fails to pay and discharge when due any bills or obligations of any kind of nature whatsoever incurred by the Contract or by reason of or fulfillment of this Contract, whether or not a lien or notice of lien has been filed or may be filed with respect thereto, SimplexGrinnell, at its option but without being obligated to do so, may pay all or any part of such bills or obligations, in which event such payments will be deemed a credit against the payment of the Contract Price.

### 1.17 EVENTS OF DEFAULT/TAKEOVER:

A. In the event the Contractor shall at any time when this Contract is in effect be adjudicated a bankrupt, make an assignment for the benefit of creditors, commit any act of insolvency or fail to pay promptly when due all bills and charges for labor, materials, and rental of equipment used in the performance of this Contract or required by this Contract to be paid, and/or in the event of the Contractor's failure to perform promptly each and every substantial obligation required hereunder, SimplexGrinnell, upon three (3) days written notice to the Contractor may, without prejudice to any other right or remedy afforded by law, equity or this Contract, take over the Work or any separable part thereof, and complete the same, or have the right, for the purpose of completing the Work, to take possession of all drawings, materials, tools, and appliances belonging to the Contractor, (and for such purpose this Contract shall be construed as an assignment by the Contractor to SimplexGrinnell of said drawings, materials, tools and appliances).

B. It is agreed that the Contractor shall commence and at all times carry on, perform, and complete this Contract to the full and complete satisfaction of SimplexGrinnell, the Architect/Engineer, and the Owner. It is specifically understood and agreed that in the event SimplexGrinnell shall at any time be of the good faith opinion, after consulting with the Contractor, unless the Contractor is not available, that the Contractor is not proceeding with diligence and in such a manner as to satisfactorily complete the Work within the project schedule, as modified from time to time, or if the Contractor shall fail to correct, replace, or re-execute faulty or defective Work done or materials furnished under this Contract as required by SimplexGrinnell, then SimplexGrinnell shall have the right after a three (3) calendar day notice confirmed in writing, unless such notice is not practical under the circumstances or the delay would cause harm to the progress of the project, to take over the Work and to complete same at the cost and expense of the Contractor, without prejudice to SimplexGrinnell's other rights or remedies for any loss or damage sustained. In the event of an emergency involving risk of loss or injury to person or property, arising prior to an actual takeover, SimplexGrinnell may take appropriate action to mitigate such emergency and may charge Contractor for all costs incurred in such mitigation. Previous demands made on Contractor not followed by a takeover shall not be deemed a waiver of SimplexGrinnell's right to do so.

C. Any such takeover shall not constitute or be construed as a waiver by SimplexGrinnell of any action, claim or demand SimplexGrinnell may have against the Contractor by reason of injury or damage resulting to SimplexGrinnell because of the Contractor's failure of performance hereunder. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price shall exceed the expense of SimplexGrinnell in finishing the Work, including compensation for additional managerial, administrative and legal expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to SimplexGrinnell upon demand by SimplexGrinnell. If it should become necessary for either party hereto to resort to legal action or arbitration to enforce this Contract, the non-prevailing party shall pay all reasonable legal fees and other expenses incurred by the prevailing party.

D. The term "failure of performance" as used herein includes, but is not limited to, failure to deliver shop drawings, samples, and other data required by SimplexGrinnell, and failure to begin the Work by the Commencement Date and to diligently prosecute the same to completion and acceptance by SimplexGrinnell.

### 1.18 DISCREPANCIES OR OMISSIONS:

Should the Contractor find discrepancies in or omissions from the drawings or specifications, or should he be in doubt as to their meanings, he shall at once notify SimplexGrinnell and shall not proceed without full clarification.

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### 1.19 PROTECTION OF THE WORK:

The Contractor agrees to exercise all normal and reasonable precautions to protect his Work and all property placed under his control or in his custody against loss and/or damages resulting from theft, fire, vandalism, the elements, or otherwise. In the event such damage or loss occurs prior to inspection and acceptance of the Work by SimplexGrinnell, the Contractor shall repair or replace same at his own cost and expense. SimplexGrinnell shall not be responsible for any loss thereof or damage thereto.

### 1.20 SUPERINTENDENCE:

The Contractor shall give his personal superintendence and direction to the performance of this Contract, and he shall keep a competent superintendent constantly on the Work until it is completed. The superintendent shall have full authority to act for the Contractor in all matters pertaining to this Contract and the Work.

### 1.21 WARRANTY

A. The Contractor warrants all materials and Workmanship for a period of one year from the date of final acceptance unless a longer period is specified elsewhere within these Contract Documents.

B. In addition to the foregoing, and not by way of limitation, the Contractor agrees to repair or replace, to the satisfaction of SimplexGrinnell and all governmental or regulatory authorities or agencies having jurisdiction, any of the Work or materials judged to be defective or unacceptable for any reason.

C. Should the Contractor refuse or neglect to proceed at once with the correction or replacement of rejected or defective materials and/or Workmanship after receiving notice to do so, it is agreed that SimplexGrinnell shall have the right and power to have the defects remedied, or changes made, at the expense of the Contractor. The Contractor agrees to pay SimplexGrinnell, on demand, all costs and expenses paid or incurred by SimplexGrinnell in remedying such defects or making such changes, together with interest at the maximum rate permitted by law until paid.

### 1.22 CLEANING UP AND FINAL PREPARATION:

In general, when the Work is completed, all cleaning and preparation of occupancy shall be done by the Contractor. During the progress of the job, each trade shall be responsible for cleaning up his own dirt and debris and removing it from the site.

### 1.23 AS-BUILT DRAWINGS:

The Contractor shall retain one (1) set of plans to be identified as "as-built" drawings. Any changes to the Work caused by field conditions or SimplexGrinnell approved

Change Orders shall be highlighted together with appropriate notations on the set of documents retained for "as-built" drawings. Upon acceptance of the Work, the Contractor shall deliver the "as-built" drawings to SimplexGrinnell. DELIVERY OF ACCURATE AS-BUILT DRAWINGS MUST BE MADE PRIOR TO RELEASE OF FINAL PAYMENT.

### 1.24 SUBCONTRACTORS AND EMPLOYEES:

A. SimplexGrinnell reserves the right to reject any subcontractor or subcontract-subcontractor, materialman or laborer and thus preclude such person from executing any part of the Work. The Contractor agrees that he will be responsible for the acts and omissions of subcontractors and their employees to the same extent that he is responsible for the acts and omissions of persons directly employed by him. If any employee or subcontractor of the Contractor causes a breach of the peace or disturbance in and around the property or is otherwise unfit for or unskilled in the Work assigned to him, SimplexGrinnell may require that the Contractor replace said employee or subcontractor within twenty-four (24) hours of written notice thereof to the Contractor.

B. The Contractor agrees to bind every subcontractor and sub-subcontractor to, and every subcontractor and sub-subcontractor agrees to be bound by, the terms of the Contract Documents so far as same is applicable to their respective Work. Nothing contained herein, or in any statute or governmental regulation, shall obligate SimplexGrinnell to pay or see to the payment of any moneys to any subcontractor, sub-subcontractor or materialman, or to pay or assure the withholding or payment of any taxes, or other payroll deductions required by law to be withheld from wages of employees of the Contractor of any subcontractors or sub-subcontractor. The Contractor shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the Work any person unfit for or not skilled in the Work assigned to him. The Contractor shall designate an individual to be its authorized on-site superintendent, which designee must be approved by SimplexGrinnell, which approval will not be unreasonably withheld. However, the foregoing shall not be construed or be interpreted that SimplexGrinnell in any way interferes with the Contractor's right to hire and fire his employees, assign duties to them, fix their Working hours, wages or terms and conditions of employment, which right shall be absolute.

C. It is the continuing policy of SimplexGrinnell that any of SimplexGrinnell employees not accept employment, gifts or other consideration from any of SimplexGrinnell' vendors or Contractors. The Contractor agrees that it shall not employ any employees of SimplexGrinnell, nor grant an employee of SimplexGrinnell any compensation, gift for consideration, within the one-year period immediately following SimplexGrinnell' acceptance of the Work. Breach of the terms of this provision shall be considered a material breach of the terms of this Contract.

## **SimplexGrinnell**

### 1.25 INTERPRETATION:

A. If the Contractor be a partnership or corporation, all words in this Contract referring to the Contractor shall be read as though written in the plural or in the neuter gender, as the case may be.

B. This Contract and all of its terms and provisions shall be interpreted and construed according to the law of the Commonwealth of Massachusetts. Should any clause, paragraph or other part of this Contract be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other clauses, paragraphs or parts of this Contract shall nevertheless remain in full force and effect.

### 1.26 TERMINATION:

Anything to the contrary herein notwithstanding, SimplexGrinnell, in its sole discretion, may terminate this Contract at any time by giving at least three (3) days prior written notice of such termination to the Contractor. Upon termination of this Contract, the Contractor shall be entitled to payment for Work finished and installed by him and accepted by SimplexGrinnell, subject to whatever claims or offsets SimplexGrinnell may have against the Contractor; and subject to the provisions herein, the Contractor shall, upon termination of this Contract, forthwith peaceably and quietly, surrender to SimplexGrinnell the property and all facilities, machinery and equipment furnished by or belonging to SimplexGrinnell, or any if its affiliated companies.

### 1.27 NOTICE:

Any notice provided under this Contract served in writing upon the parties shall be deemed served and effective:

A. if personally delivered to an authorized representative of the appropriate party, upon actual delivery, or

B. if mailed by certified or registered U.S. Mail, postage prepaid, to the appropriate party at the address set forth in this Contract or to such other address as the parties hereto may designate in writing, upon posting.

### 1.28 COMMENCEMENT DATE, COMPLETION OF WORK, LIQUIDATED DAMAGES:

A. Subject to the provisions of this Contract, the Work (and the labor and materials comprising it) shall commence on the date established in the Contract between SimplexGrinnell and SimplexGrinnell's Customer and shall be considered complete and accepted by SimplexGrinnell only when it has been inspected and approved in writing by an authorized representative of SimplexGrinnell. The Contractor shall formally submit a notice of substantial completion to SimplexGrinnell requesting a final inspection.

B. If SimplexGrinnell is charged with delay damages or liquidated damages due to late performance by Contractor, Contractor shall immediately indemnify SimplexGrinnell for all such losses, including all costs and attorney fees.

### 1.29 ASSIGNMENT RIGHTS:

No right or interest in this Contract or in any payments to be made hereunder may be assigned or transferred without the prior written consent of SimplexGrinnell. All claims for monies due or to become due from the Contractor shall be subject to deduction by SimplexGrinnell for any setoff or backcharge arising out of this or any other Contract with Contractor.

### 1.30 HAZARDOUS MATERIALS:

SimplexGrinnell is not aware of any hazardous materials or conditions at the jobsite. Should any such hazardous materials or conditions be encountered, the Contractor shall immediately stop all Work in the vicinity of such hazardous condition or that could disturb such hazardous materials and shall immediately provide written notice to SimplexGrinnell and the Owner.

### 1.31 GENERAL ARBITRATION CLAUSE:

A. The parties to this Contract hereby agree to submit any and all claims that do not exceed \$150,000.00, arising from or relating to the performance of this Contract to binding arbitration, before a single arbitrator, at the American Arbitration Association office nearest the Work site, in accordance with the Construction Industry Rules of the American Arbitration Association. Any arbitration award shall be final and binding, and judgment upon the arbitration award may be had in any court having jurisdiction.

If the Contractor's Work has not been completed pursuant to this Contract or as changed or directed by SimplexGrinnell the Contractor shall continue performance of the Work during the pendency of this arbitration.

### B. AUTHORITY OF ARBITRATOR

The Arbitrator shall not have the authority to issue an award to either party exceeding \$150,000.00. Moreover, the Arbitrator shall diligently attempt to limit the arbitration duration to no more than two days of hearings. The hearing may only continue a third day upon a determination by the Arbitrator that a third day is necessary in the interest of justice, to allow inclusion of all relevant evidence. In no event shall the Arbitrator have the authority to exceed three days of hearings. The Arbitrator shall limit each party to one full day of presentation time which may be utilized for direct or cross-examination, and the introduction of evidence.

The Arbitrator shall schedule the hearings to conclude not more than 45 days after the date the Arbitrator is appointed.

## **SimplexGrinnell**

The Arbitrator may make any award or fashion any remedy that is just and equitable in the opinion of the arbitrator, subject to the limitations set forth in this arbitration provision. The Arbitrator will award to the prevailing party or parties such sums as are proper to compensate for the time, expense, and trouble of arbitration, including all arbitration costs and fees, and attorney fees.

The Arbitrator may permit the parties to submit opening and closing briefs, and the parties may, if both parties agree, submit the entire case to the Arbitrator on the record, without hearings. The Arbitrator shall issue findings of fact and conclusions of law with the award.

### **C. PARTIES TO ARBITRATION**

Any arbitration arising out of or relating to this Contract may include, by consolidation, joinder, or in other manner, any additional persons or entities not a party to this Contract whom either party to this Contract believe to be substantially involved in a common question of law or fact relating to this Contract and who can be joined to the proceeding, by agreement or otherwise.

### **D. FAILURE TO APPEAR**

This arbitration agreement is self-executing. If any party refuses or neglects to appear at or participate in arbitration proceedings after reasonable notice, the arbitrator shall proceed ex parte to decide the controversy in accordance with the evidence that is presented by the party or parties who participate.

### **E. DISCOVERY**

Not later than 15 days prior to the first hearing date, all parties shall provide all other parties with the names of their witnesses, and a summary of their expected testimony. Moreover, each party shall provide copies of all documents they intend to offer into evidence. Except for purposes of impeachment, the Arbitrator shall not allow into evidence or consider, any document that was not provided, or allow the testimony of any witness that was not disclosed.

**1.32 WAIVER:** If SimplexGrinnell waives any right, or fails to demand certain performance from the Contractor, such waiver shall not constitute a waiver of any future performance, or prevent the enforcement of obligations previously waived.

**1.33 SAVINGS CLAUSE:** In the event any part or clause of this Agreement is found to be void or unenforceable, the remaining terms of the Agreement shall remain in full force and effect.



## **SUBCONTRACTOR LABOR** **PROCEDURES**

### **5: EVALUATING SUBCONTRACTOR PERFORMANCE PROCEDURE**

#### **PURPOSE:**

To define the policy and procedures for accurately evaluating the subcontractor's quality and performance of work for determination of future use by SimplexGrinnell.

#### **POLICY:**

**All subcontractors hired to install SimplexGrinnell equipment, or to perform any services on a SimplexGrinnell customer site, shall be a rated on their performance in accordance with the requirements set forth in this document.**

#### **PROCEDURE:**

In order to maintain an accurate listing of qualified subcontractors, the district based upon overall performance on each specific project shall rate every subcontractor used. Any subcontractor receiving an unsatisfactory performance or progress rating must be removed from the District and Headquarters "Approved Subcontractors" list.

The District Project Manager (District Manager or Sales Representative in districts without Project Manager, Installation Manager, or Operations Manager) shall complete the "Subcontractor Performance Evaluation" form (see EXHIBIT "K") at the completion of the job **prior to** final payment to the subcontractor. A copy of the evaluation form must be sent to HQ Contract Administration and a copy filed at the district with the qualification information that was obtained from each subcontractor.

Subcontractors receiving below average ratings must be removed from the "Approved Subcontractor" list. District management review must take place to determine what affect this evaluation has on all ongoing or future projects. As a guide, any rating of 2 or below, in any category, or an overall rating of less than 234 points, indicates sub-standard performance and requires district management review.

## EXHIBIT "K"

### Subcontractor Performance Evaluation

Subcontractor Name: \_\_\_\_\_ Vendor Number: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Project Name / Number: \_\_\_\_\_ Contract Value: \_\_\_\_\_

Services Provided: \_\_\_\_\_

System Type:  Fire Alarm  Telecommunications  Intercom/Clock  Nurse Call  
 Pro Audio  Security (  CCTV  Intrusion  Access)

**Instructions**

- a) Fill in the top portion of the document providing the project subcontractor and project information.
- b) Rate the subcontractor's performance in the rating column for each performance criteria
- c) For performance criteria that cannot be evaluated adequately, enter a rating a "3".
- d) Multiply each rating by the weight given to the performance criteria (weight predetermined by HQ).
- e) Write the total of "rating multiplied by weight" in the respective "Total" column.
- f) Add the total column and write the sum in the "Overall Total" space provided.
- g) Add any pertinent comments in the space provided below.

Performance Criteria	Weight	Rating	Total
	(predetermined)	(1 [low] through 5 [high])	(rating X weight)
1 Compliance to owners contract documents	10		0
2 Compliance to Simplex contract documents	9		0
3 Ability to maintain project schedule	9		0
4 Work quality	9		0
5 Focus to safety	8		0
6 Consideration of owner's needs	8		0
7 Knowledge of Simplex equipment	4		0
8 Cooperation with Simplex project manager	4		0
9 Timeliness of follow-up and paperwork	4		0
10 Organization	4		0
11 Validity of change orders	3		0
12 Quality of as-built drawings	3		0
13 Financial responsibility	3		0

**Overall Total:** \_\_\_\_\_ 0

**Comments**

\_\_\_\_\_  
 \_\_\_\_\_

## Working with Subcontractors Checklist

<input checked="" type="checkbox"/>	<b>1. Pre-Bid Phase</b>
<input type="checkbox"/>	Have you identified the required Subcontractor trades?
<input type="checkbox"/>	Have you developed the Subcontractor Scope of Work?
<input type="checkbox"/>	Have Lien Waiver requirements been identified and incorporated into the Subcontractor's Contract documentation?
<input type="checkbox"/>	Have certified payroll requirements been incorporated into the Subcontractor's contract? <i>(if applicable)</i>
<input type="checkbox"/>	Have the appropriate method and dates of invoicing and amount of retainage been determined?
<input type="checkbox"/>	Has the Subcontract or Request For Proposal (RFP) been developed and issued?
<input type="checkbox"/>	Have you completed the initial Pre-Bid meeting with the Subcontractors and reviewed the following items? <ul style="list-style-type: none"> <li>• Project</li> <li>• Scope of work</li> <li>• Schedule</li> <li>• Subcontractor's approach, concerns, and/or value-engineering items</li> </ul>
<input type="checkbox"/>	Did you review site conditions and perform a site survey with the subcontractor? <i>(if a retrofit)</i>
<input type="checkbox"/>	Did you complete meeting minutes and distribute them to meeting participants and interested parties?
<input checked="" type="checkbox"/>	<b>2. Pre-Construction Phase</b>
<input type="checkbox"/>	Have bid questions from Subcontractors been answered?
<input type="checkbox"/>	Has a Subcontractor Qualification Form been received and evaluated? <i>(if a new Subcontractor)</i>
<input type="checkbox"/>	Have Subcontractor Requests For Proposal (RFPs) been evaluated and Subcontractor(s) selected?
<input type="checkbox"/>	Have project milestone dates or a preliminary schedule been provided to the Subcontractor?
<input type="checkbox"/>	Has the Subcontractor submitted its schedule?
<input type="checkbox"/>	Have the Subcontractor Payment/Performance Bond and Certificate of Insurance been received and entered in Job Cost?
<input type="checkbox"/>	Has a Subcontractor Agreement been received and processed? <i>(for all subcontracts).</i>
<input type="checkbox"/>	Has the sub-contractor approval process been completed in the Job Cost?

## 2 Project Management Certification Level 1 Curriculum

<input checked="" type="checkbox"/>	<b>2. Pre-Construction Phase</b> ( <i>continued</i> )
<input type="checkbox"/>	Has a Labor Purchase Order been completed in Job Cost?
<input type="checkbox"/>	Have all contracts, bonds, and insurance forms been executed by the Subcontractor and received?
<input type="checkbox"/>	Have you clarified any questions asked by the Subcontractor that required a Request for Information (RFI) be issued to the Customer?
<input type="checkbox"/>	Did you obtain any required Subcontractors submittals?
<input checked="" type="checkbox"/>	<b>3. Construction Phase</b>
<input type="checkbox"/>	Has site storage for materials, trailer locations, break areas, and available utilities been determined?
<input type="checkbox"/>	Has Subcontractor mobilization to the site been initiated?
<input type="checkbox"/>	Have you visited the jobsite to follow up and ensure the Subcontractor is completing the job according to expectations?
<input type="checkbox"/>	Have you clarified any questions asked by the Subcontractor that required a Request for Information (RFI) be issued to the Customer?
<input type="checkbox"/>	Have regularly scheduled meetings been conducted with the Subcontractor(s) to review the following? <ul style="list-style-type: none"> <li>• Schedule</li> <li>• Quality Control</li>   <li>• Project Progress</li> <li>• Work in Place</li>   <li>• Safety</li> <li>• Outstanding Issues</li> </ul>
<input type="checkbox"/>	Did you complete meeting minutes and distribute them to meeting participants and interested parties?
<input type="checkbox"/>	Have Change Orders or cancellations been processed in Job Design?
<input type="checkbox"/>	Have Subcontractor invoices been processed based on percentage of work completed?
<input type="checkbox"/>	Are Daily Reports being completed?
<input type="checkbox"/>	Has testing been conducted?
<input type="checkbox"/>	Have Punch-List items, resulting from testing, been submitted to the Subcontractor and completed?
<input checked="" type="checkbox"/>	<b>4. Project Close-Out Phase</b>
<input type="checkbox"/>	Have Punch-List items been completed? (See <i>Letter to Subcontractors</i> in the Construction Module)
<input type="checkbox"/>	Have the Subcontractor's as-built drawings been collected?
<input type="checkbox"/>	Is Subcontractor demobilization complete?

Commented [ JGG1]: Assume you are referring them to another section.



<input type="checkbox"/>	Have final Lien Waivers been executed?
<input type="checkbox"/>	Has the final payment been issued to the Subcontractor based on percentage of work completed and all Punch-List items being completed?
<input type="checkbox"/>	Have Appreciation Letters been sent to the Subcontractors?

## SIMPLEX GRINNELL UNIFORM CONTRACTING QUESTIONNAIRE

**INSTRUCTIONS**

Submit this form as required by Simplex Grinnell if you desire to qualify to competitively bid contracts of \$10,000 or more, or when proposed for subcontract work valued at \$10,000 or more. If you submitted one within 12 months of the bid date, as long as the information remains unchanged and accurate, you may submit a complete certified copy of that form, together with an Affidavit of No Change.

Simplex Grinnell may require additional information deemed necessary for its review. Whenever more space is needed to answer any question, or you wish to give further explanation complete by attaching extra pages. All questions must be answered.

NOTE: Please indicate whether you believe that any of the information supplied herein is confidential and should be exempt from disclosure under the Freedom of information Law: \_\_\_yes, \_\_\_no. If you checked "yes" you must identify the information you feel is confidential by placing an asterisk (\*) in front of the appropriate question number(s) and you are requested to attach an additional sheet (s) upon which the basis for such claim (s) is explained.

**GENERAL INFORMATION**

1. NAME OF FIRM \_\_\_\_\_  
 DBA NAME, IF ANY \_\_\_\_\_  
 MAILING ADDRESS \_\_\_\_\_ FAX NO. ( ) \_\_\_\_\_  
 ACTUAL LOCATION \_\_\_\_\_  
 CITY \_\_\_\_\_ COUNTY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 PHONE NO. ( ) \_\_\_\_\_
2. TYPE OF FIRM (CHECK ONLY ONE) \_\_\_ CORPORATION \_\_\_ PARTNERSHIP \_\_\_ PROPRIETORSHIP \_\_\_ JOINT VENTURE
3. HOW MANY YEARS HAS THE FIRM BEEN IN BUSINESS? \_\_\_\_\_ UNDER THE SAME NAME? \_\_\_\_\_ UNDER THE SAME NAME? \_\_\_\_\_
4. WHAT IS THE FIRM'S BONDING RANGE? \_\_\_\_\_ SINGLE PROJECT \_\_\_\_\_ AGGREGATE
5. ARE YOU CERTIFIED AS A DBE \_\_\_\_\_ MBE \_\_\_\_\_ IF SO, WITH WHOM \_\_\_\_\_

**OWNERSHIP, MANAGEMENT, AFFILIATION**

6. Identify each person who is, or has been within the past five years, an owner of 5.0% or more of the firm's shares, a Director, an Officer, a Partner or the Proprietor. Joint ventures: provide information for all firms involved. Fill in name, % owned, office held; indicate by Y or N whether director, officer, or partner.

FIRST NAME	MI	LAST NAME	DATE OF BIRTH	% OWNED	DIRECTOR (Y or N)	OFFICER (Y or N)	TITLE	PARTNER (Y or N)



Fire &  
Security

**SimplexGrinnell**

SimplexGrinnell LP  
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Rockaway, NJ 07866

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**SIMPLEX GRINNELL  
CONTRACTOR – PREQUALIFICATIONN INFORMATION FORM**

1. FEDERAL IDENTIFICATION NUMBER   -
2. COMPANY NAME \_\_\_\_\_
3. STREET ADDRESS \_\_\_\_\_
4. CITY \_\_\_\_\_
5. STATE \_\_\_\_\_
6. PHONE NO. \_\_\_\_\_
7. COUNTY \_\_\_\_\_
8. FAX NO. \_\_\_\_\_
9. EMERGENCY NO. \_\_\_\_\_ Ext. \_\_\_\_\_
10. M/WBE FIRM  YES  NO
11. TRADE INTEREST (S) \_\_\_\_\_
12. UNION \_\_\_\_\_ NON-UNION \_\_\_\_\_
13. UNION AGREEMENTS – LOCAL/TRADE LIST ALL: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
14. LIST ALL GEOGRAPHICAL AREAS IN WHICH YOU PERFORM WORK:  
\_\_\_\_\_  
\_\_\_\_\_

## 15. CIRCLE ALL TRADES IN WHICH YOU PERFORM WORK:

<u>TRADE</u>	<u>DESCRIPTION</u>
A	ASBESTOS ABATEMENT
B	HAZARDOUS MATERIAL REMEDIATION
C	CONSTRUCTION
D	DEMOLITION
E	ELECTRICAL
F	FOOD SERVICE EQUIPMENT
G	ENVIRONMENTAL ENGINEERING
H	HVAC
I	REFRACTORY
J	WELL DRILLING
L	SITE IMPROVEMENT
M	HEAT CONTROLS
N	FIRE PROTECTION
O	SECURITY WORK
P	PLUMBING
R	REFRIGERATION EQUIPMENT
S	SPRINKLER
T	ROOFING
U	ELEVATOR
V	HIGH LEVEL VOLTAGE ELECTRICAL
W	LAUNDRY EQUIPMENT

NOTE: DO NOT CHOOSE A TRADE YOU CANNOT PERFORM. CONTRACTS REQUIRE 70% OF WORK TO BE DONE BY THE CONTRACTOR WHO BIDS. IF YOU FAIL TO BID WHEN ASKED, YOU WILL BE REMOVED FROM THE SIMPLEX GRINNELL BIDDERS LIST.



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**SIMPLEX GRINNELL**

**Exhibit "A"**  
**Subcontractor Pre-Qualification Form**  
**Safety Pre-Qualification Form**

1. Please list your Company's Workers Compensation Interstate/Intrastate Experience Modification Rate for the most recent three years. (Attach a copy of your insurance agent's verification letter)

Interstate (Yr./Rate)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ / \_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ / \_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Intrastate (Yr./Rate/Name State (s) with abbreviations next to modification rate)

_____/_____/_____	_____/_____/_____	_____/_____/_____
_____/_____/_____	_____/_____/_____	_____/_____/_____
_____/_____/_____	_____/_____/_____	_____/_____/_____

Note: Subcontractor's must have current EMR less than or equal to 1.0 to qualify for Simplex Grinnell's Bid List. Should your EMR exceed 1.0, the Contractor must demonstrate and document that it has or will initiate programs, policies, and attitudes which will result in a safety conscious performance in order to be included on Simplex Grinnell's Approved Contractor List. In this case it is the sole discretion of Simplex Grinnell to approve or disapprove a Subcontractor.

2. Please use the three most recent year's OSHA No. 200 Log to fill in the number of cases for each of the following categories:

Year	_____	_____	_____
Number of fatalities (Total Columns 1 & 8)	_____	_____	_____
Number of lost workday cases (Total Columns 2 & 9)	_____	_____	_____
Number of lost time cases (Total Columns 3 & 10)	_____	_____	_____
Number of medical treatment cases (Total Columns 6 & 13)	_____	_____	_____
Employee Hours Worked	_____	_____	_____
OSHA Recordable Incidence Rate	_____	_____	_____
OSHA Lost Workday Incidence Rate	_____	_____	_____

Note: -Items in parenthesis come from your OSHA 200 Log.  
 -Recordable Incidence Rate = Number of Recordable cases times 2000,000 divided by employee hours worked  
 -Lost Workday Incidence Rate = Lost Workday cases (not days lost) times 200,000 divided by employee hours worked  
 -Employee Hours Worked = total number of hours worked during the year by all employees

### Exhibit "A" (Continued)

3. How many OSHA violation(s) has your Company received in the last three years?  
(Yr. = # violations)

\_\_\_\_\_ = \_\_\_\_\_ = \_\_\_\_\_ =

Any willful OSHA violations:  Yes  No

Please give a brief description of the violation(s); use additional paper if necessary

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Any employee deaths in the last 3 years:  Yes  No

If yes, please give a brief description of the circumstances: \_\_\_\_\_

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4. Do you have a qualified person responsible for safety within your Company:  Yes  No  
Please describe his/her qualifications:

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5. Does this person do safety inspections on all of your projects:  Yes  No Frequency \_\_\_\_\_

6. Do you have a written Company Safety Policy and Program and will you provide copies if requested:  Yes  No

7. Does your Company have a substance abuse policy:  Yes  No  
If yes, please check which are included in the policy:

- Pre-hire/Initial Employment \_\_\_\_\_
- Cause \_\_\_\_\_
- Post Accident/Incident \_\_\_\_\_
- Random \_\_\_\_\_
- Periodic \_\_\_\_\_

8. Do you have a return to work/light duty program?  Yes  No  
If yes, please describe:

---

---

9. Have you ever implemented 100% fall protection?  Yes  No  
If requested can you provide us with a site-specific program addressing the fall hazards in your work?  Yes  No

10. Do you require documented safety meetings for your employees? Indicate which, and how often.

- Field Supervisors: \_\_\_\_\_ Yes \_\_\_\_\_ No Frequency \_\_\_\_\_
- New Hires: \_\_\_\_\_ Yes \_\_\_\_\_ No Frequency \_\_\_\_\_
- Employees: \_\_\_\_\_ Yes \_\_\_\_\_ No Frequency \_\_\_\_\_
- Subcontractors: \_\_\_\_\_ Yes \_\_\_\_\_ No Frequency \_\_\_\_\_

**Exhibit "A" (Continued)**

11. Does your Company provide safety training for all employees:  Yes  No  
 If yes, please list training provided.

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(Simplex Grinnell will require that at least one full time on-site person must have completed the 30 hour OSHA training)

12. Do you have home office representatives (not directly involved in the project) who will visit and audit the project for safety?  
 Yes  No Frequency \_\_\_\_\_

13. Does your Company set annual safety goals:  Yes  No  
 If yes, please list the current year goals:

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14. Does your Company have a program recognizing your employees for safety performance excellence:  Yes  No

15. Does your Company have a disciplinary program in place for safety violations  Yes  No

16. Does your Company review the safety management systems of your sub-subcontractors:  Yes  No

17. Does your Company conduct accident/incident investigations:  Yes  No

The undersigned warrants and represents the data provided is accurate in all respects.

Name of Company \_\_\_\_\_  
 Prepared by \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_



Fire &  
Security

**SimplexGrinnell**

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**SIMPLEX GRINNELL**  
**Exhibit "B"**  
**Bidder Pre-Qualification Form**  
**Insurance Questionnaire**

Agent/ Broker:  
Contact:  
Phone:

**A. Commercial General Liability**

Insurance Carrier:

1. Policy Form      Occurrence \_\_\_\_\_      Claims Made \_\_\_\_\_      Tail Coverage \_\_\_\_\_ yrs.
2. Any exclusions from Standard CGL Policy?      (Y/N) \_\_\_\_\_
3. Limits:
 

	Current	Max Obtainable
General Aggregate	\$ _____	\$ _____
Products-Comp/Op Agg.	\$ _____	\$ _____
Personal/Adv. Injury	\$ _____	\$ _____
Each Occurrence	\$ _____	\$ _____
Fire Damage (any one fire)	\$ _____	\$ _____
Med. Exp (any one person)	\$ _____	\$ _____
4. Deductible:      \$ \_\_\_\_\_

**B. Excess Liability**

Insurance Carrier

1. Policy Form:      Umbrella (Y/N) \_\_\_\_\_
2. If no, explain form: \_\_\_\_\_  
\_\_\_\_\_

- |                     | Current  | Max Obtainable |
|---------------------|----------|----------------|
| 3. Each Occurrence: | \$ _____ | \$ _____       |
| 4. Aggregate:       | \$ _____ | \$ _____       |



**Exhibit “B” (Continued)**

**C. Worker’s Compensation and Employer’s Liability**

Insurance Carrier:

- 1. Limits: \$ \_\_\_\_\_
- 2. E.L. Each Accident \$ \_\_\_\_\_
- 3. E.L. Disease-Policy Limit \$ \_\_\_\_\_
- 4. E.L. Disease-Each Employee \$ \_\_\_\_\_

**Bidder Pre-Qualification (Continued)**

**D. Automobile Liability**

Insurance Carrier

	Current	Max Obtainable
1. Combined Single Limit	\$ _____	\$ _____
2. Bodily Injury (per person)	\$ _____	\$ _____
3. Bodily Injury (per accident)	\$ _____	\$ _____
4. Property Damage	\$ _____	\$ _____

**E. Professional Liability Insurance**

Insurance Carrier

- 1. Office Policy Limit: \$ \_\_\_\_\_ Deductible \$ \_\_\_\_\_
  - 2. Project Specific Limit available \$ \_\_\_\_\_ Extended Reporting Period (tail) \_\_\_\_\_yrs.
- Prior Acts: Yes \_\_\_\_\_ No \_\_\_\_\_

FED. ID. NO.: \_\_\_\_\_

- 14. Has the firm, or any firm listed in response to questions 6,7 or 8, defaulted or been terminated on, or had its surety called upon to complete, any contract awarded within the past five years? If so, give date(s), agency(ies) owner(s), project(s), contract numbers, and describe including the result: \_\_\_\_\_
- 15. For all contracts within the past give years: (a) list and describe all liens or claims over \$25,000 filed against the firm and remaining undischarged or unsatisfied for more than 90 days; and (b) list and describe all liquidated damages assessed.

FINANCIAL INFORMATION

- 16. Complete the attached financial statement or attach a copy of the firm’s most recent annual financial statement.

OTHER INFORMATION

- 17. Within the past five years has the firm, any affiliate, any predecessor company or entity, or any person identified in question number 6 above been the subject of any of the following: (respond to each question and describe in detail the circumstances of each affirmative answers: attach additional pages if necessary)

- |  |          |           |
|--|----------|-----------|
| a) a judgment of conviction for any business-related conduct constituting a crime under state or federal law?  | no _____ | yes _____ |
| b) a criminal investigation or indictment for any business-related conduct constituting a crime under state or federal law?  | no _____ | yes _____ |
| c) a grant of immunity for any business-related conduct constituting a crime under state or federal law?   | no _____ | yes _____ |
| d) a federal or state suspension or debarment?   | no _____ | yes _____ |
| e) a rejection of any bid for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?  | no _____ | yes _____ |
| f) a rejection of any proposed subcontract for lack of qualifications, responsibility or because of the submission of an information, non-responsive or incomplete bid?  | no _____ | yes _____ |
| g) a denial or revocation of prequalification?   | no _____ | yes _____ |
| h) a voluntary exclusion from bidding/contracting agreement?   | no _____ | yes _____ |
| i) any administrative proceeding or civil action seeking specific performance or restitution in connection with any public works contract except any disputed work proceeding?                                     | no _____ | yes _____ |
| j) an OSHA Citation and Notification of Penalty containing a violation classified as serious?  | no _____ | yes _____ |
| k) an OSHA Citation and Notification of Penalty containing a violation classified as willful?  | no _____ | yes _____ |
| l) a prevailing wage or supplement payment violation?  | no _____ | yes _____ |
| m) a State Labor Law violation deemed willful?   | no _____ | yes _____ |
| n) any other federal or state citations, notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of any labor law or regulation?                                | no _____ | yes _____ |
| o) any criminal investigation, felony indictment or conviction concerning formation or, or any business association with, an allegedly false or fraudulent women’s, minority or disadvantaged business enterprise? | no _____ | yes _____ |
| p) any denial, decertification, revocation or forfeiture of Women’s Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?   | no _____ | yes _____ |
| q) rejection of a low bid on a State contract for failure to meet statutory affirmative action or M/WBE requirements?  | no _____ | yes _____ |
| r) a consent order with the NYS Department of Environmental Conservation or a federal, state or local government enforcement determination involving a violation of federal or state environmental laws?           | no _____ | yes _____ |
| s) any bankruptcy proceeding?  | no _____ | yes _____ |

FED. ID. NO.: \_\_\_\_\_

- t) any suspension or revocation of any business or professional license? no \_\_\_\_\_ yes \_\_\_\_\_
  - u) any citations, notices, violation orders, pending administrative hearings or proceedings or determinations for violations of: no \_\_\_\_\_ yes \_\_\_\_\_
    - federal, state or local health laws, rules or regulations
    - federal, state or local environmental laws, rules or regulations
    - Unemployment Insurance or Workers Compensation coverage or claim requirements
    - ERISA (Employee Retirement Income Security Act)
    - federal, state or local human rights laws
    - federal or state security laws?
  - v) withdrawal or an agreement to withdraw a bid submitted to a public owner or a request by a public owner to withdraw a bid? no \_\_\_\_\_ yes \_\_\_\_\_
- \_\_\_\_\_ None of the above

**CERTIFICATION**

The undersigned recognizes that this questionnaire is submitted for the express purpose of inducing Simplex Grinnell to award a contract; or approve a subcontract; acknowledges that Simplex Grinnell may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may disqualify you from bidding on future Simplex Grinnell projects.

**Sworn to before me this**

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
**Signature of Officer**

\_\_\_\_\_  
**Notary Public**

\_\_\_\_\_  
**Title**

NOTE: Application must have a completed Subcontractor Safety Pre-qualification Form. See Exhibit "A" attached.

NOTE: Application must have a completed Subcontractors Insurance Pre-qualification Form. See Exhibit "B" attached.



## **SUBCONTRACTOR LABOR PROCEDURES**

### **4: MANAGING SUBCONTRACTORS PROCEDURE**

#### **PURPOSE:**

To define the policy and procedures for the proper managing of the subcontractor's progress and performance of services hired.

#### **POLICY:**

**All subcontractors shall have completed all the required documentation and have a signed Purchase Order or Subcontract Agreement before they begin work. The project scope and responsibilities should be reviewed with the subcontractor prior to beginning work on site. Throughout the project, the district will be responsible for tracking the quality and progress of the subcontractor performance and shall approve all subcontractor invoices for payment accordingly. Subcontractors not meeting the expectations defined in the Purchase Order or Subcontract Agreement shall not be paid until all issues are resolved. Payment will be based on approved progress billings.**

#### **PROCEDURE:**

Once the Purchase Order or Subcontract Agreement has been agreed to and signed, the district shall confirm that all of the required documents have been obtained from the subcontractor, which include but is not limited to, valid insurance certificates, required bonds if applicable, and schedule of values for proper billing (see EXHIBIT "I"). No subcontractor shall be working on any customer site without the required approved documentation.

Once the review process is complete, the district must supervise the subcontractor's activity throughout the project to closely monitor their progress and performance.

The district shall provide all the information and materials the subcontractor needs for a timely, quality installation and to ensure all site preparations are complete before the SimplexGrinnell Technical Representative (TR) arrives on the project. Follow the steps listed below to effectively track all projects:

#### **Project Kick-off**

- Provide subcontractors with a complete set of submittals, drawings, and any additional information required to successfully complete the installation on a timely basis.
- Schedule a kick-off site visit with the subcontractor to walk through the project and review the scope of work and quality expectations. On large projects, the district Project Engineer (PE) and TR assigned to the project should attend the kick-off meeting as well.
- Establish perimeters through which the subcontractor shall work consistent with the project requirements.
- Identify district contacts for response to project questions, equipment expediting, and overall project management.
- Review and finalize the schedule the subcontractor must perform to in order to meet the customer schedule.
- Review and approve the schedule of values descriptions provided by the subcontractor which will be used for the project billing.
- Schedule weekly progress status meetings.



## **SUBCONTRACTOR LABOR** **PROCEDURES**

### **Project Scheduling**

- Review the project schedule with the owner or contractor to gain acceptance. Communicate to the subcontractor for confirmation.
- Take inventory of all received equipment, whether on-site or at the district, to verify delivery of all required equipment. Notify Headquarters of any deficits in shipping quantities at time of receipt.
- Verify equipment ship dates in conjunction with the installation schedule agreed to by the subcontractor. Follow-up and expedite as necessary for schedule compliance.
- Any deviations in equipment ship dates must be identified early and communicated to the subcontractor to establish alternatives to avoid delays in the overall installation schedule.
- Any schedule deviations made by the subcontractor must be documented and reviewed with the subcontractor for potential back charge if not corrected in a timely manner.

### **Project Monitoring**

- Conduct periodic progress visits to ensure proper installation of project requirements and document these visits via meeting minutes or progress substantiation. A written punch list of any items requiring action shall be developed and distributed to all required parties.
- Continue to review the schedule with the owner or contractor throughout the project and communicate all schedule information to the subcontractor.
- Verify work progress percentages represented by the subcontractor-billing amount in comparison to the project schedule to validate payment amounts. Adjust any over stated billing accordingly, to eliminate over payment, and document as warranted.
- Insure the subcontractor is installing and performing in strict compliance with the contract requirements. Document any deviations and have corrections or rework performed immediately.
- Monitor quality of workmanship and have corrections or rework performed immediately. Subcontractor represents SimplexGrinnell.
- Maintain all project documentation, files, daily logs, drawings, etc., through project closeout and archiving at the district office.
- Provide monthly status updates to district management, identifying any deviations to the project schedule or project requirements that could affect customer satisfaction.
- Immediately resolve any subcontractor non-performance issues consistent with SimplexGrinnell terms and conditions to minimize any impact to the customer.

### **Online Tracking**

The SimplexGrinnell On-line System can be used to track subcontractor information for Purchase Orders or Subcontract Agreements issued, invoices received, and payments made.



## SUBCONTRACTOR LABOR PROCEDURES

### **Purchase Order Inquiry**

To determine if a Purchase Orders or Subcontract Agreement has been issued to a subcontractor, follow the steps listed below.

---

MENU FOR

- 1 HELP
- 2 LOGOFF
- 3 SYSTEM MESSAGES
- 4 A/R & CREDIT MEMOS
- 5 CREDIT RETURNS
- 6 CUSTOMER MASTER
- 7 DISPATCHING & S/A'S
- 8 DISTRIB/SHIPPING
- 9 FIELD EMPLOYEE MAINT
- 10 FIELD INVENTORY
- 11 MANUFACTURING
- 12 ORDER ENTRY & INQ
- 13 ORDER PROCESSING
- 14 OUTSIDE PURCHASE
- 15 PROJECT TRACKING

ENTER SELECTION: 14

\*\*\*\*\*

To obtain the Purchase Orders or Subcontract Agreement number for the subcontractor, access the "Outside Purchase" system from the main menu by keying the appropriate selection and pressing <ENTER>. This will display the "Outside Purchase" menu as shown on the next page.



**SUBCONTRACTOR LABOR**  
**PROCEDURES**

01/24/009

SIMPLEXGRINNELL  
OUTSIDE PURCHASING

COMPANY USE ONLY

- |                                 |                                |
|---------------------------------|--------------------------------|
| 1 - CUSTOMER SELECTION          | 2 - CUSTOMER MASTER INQUIRY    |
| 3 - ORDER ENTRY                 | 4 - ORDER CHANGE               |
| 5 - ORDER INQUIRY               | 6 - ORDER PRINT                |
| 7 - CHANGE ORDER PRINT          | 8 - ORDER/LINE SUMMARY         |
| 9 - ORDER/INVOICE SUMMARY       | 10 - CUSTOMER/ORDER INQUIRY    |
| 11 - VENDOR PART MAINTANANCE    | 12 - VENDOR PART PRICE         |
| 13 - PO HDR INQ                 | 18 - VENDOR PURCHASE ORDER INQ |
| 19 - PURCHASE ORDER INQ SUMMARY | 20 - VENDOR PO INVOICE INQUIRY |
| 22 - VENDOR NAME INQUIRY        | 23 - UNPLACED OP LINES         |
| 24 - VENDOR REQUEST             | 25 - CREATE PO (INSTALLATION)  |
| 26 - INVOICE STATUS UPDATE      | 27 - LABOR INVOICE SUMMARY     |
| 32 - ORDER PROCESSING           | 34 - FIELD INVENTORY           |
| 36 - MAIN MENU                  |                                |

RESPONSE: 18

ENTER DESIRED SELECTION

\*\*\*\*\*

Key in "18" and press <ENTER> to view the "Vendor Purchase Order Inquiry" screen as shown on the next page.



**SUBCONTRACTOR LABOR PROCEDURES**

SIMPLEXGRINNELL  
OUTSIDE PURCHASE ORDER VENDOR INQUIRY

COMPANY USE ONLY  
OPG01D55

VENDOR NAME SAL ELECTRIC CO INC      VENDOR NUMBER OP005734

PO NUMBER	CREATE DATE	PO STATUS	DISTRICT NO	REQUESTOR	CUSTOMER
2721087 01	12/07/98	CANCEL	ORD	RICHARD GE	US POST OFFICE-JERSE
2658308 01	10/05/98	CANCEL	ORD	ALAN GRAY	US POST OFFICE-JERSE
2655301 01	10/05/98	CANCEL	ORD	RICHARD GE	US POST OFFICE-JERSE
2595031 01	08/04/98	OPEN	OPU	ADAM ANDER	US POST OFFICE-JERSE
2270156 06	03/16/98	OPEN	OPU	ALAN GRAY	US POST OFFICE-JERSE

ALL PURCHASE ORDERS DISPLAYED

PF2=VENDOR PF3=PO HDR SUM PF4=PO HDR PF5=PO LINES PF6=INV ENT PF7=BWD PF8=FWD  
PF9=INVOICE DETAIL

\*\*\*\*\*

Tab the cursor so that it is to the right of the "Vendor Number" field. Key in the vendor number and press <ENTER>. This will display all of the purchase orders issued to the referenced subcontractor. Press the F8 key to display any additional purchase orders.

**NOTE:** Vendors not listed could be a result of expired insurance. It is the responsibility of the district to ensure this is kept current.

To review the particular lines of the purchase order, tab the cursor so that it is underneath the desired purchase order number and press the F5 key to display the "Outside Purchase Equipment Order/PO Line Inquiry" screen as shown on the next page.





**SUBCONTRACTOR LABOR PROCEDURES**

SIMPLEXGRINNELL COMPANY USE ONLY  
OUTSIDE PURCHASE EQUIPMENT ORDER/PO LINE INQUIRY OPG01D51

VENDOR NUMBER OP005734 PURCHASE ORDER 2270156 06 STATUS OPEN  
REQUESTED BY ALAN GRAY  
VENDOR NAME SAL ELECTRIC CO INC CONFIRMED WITH  
ORDER ORIGINATION DIRECT ORDER CLASS PRIME ON 00/00/00  
START DATE 04/01/09 END DATE 09/15/09 RETAINED AMT PER CNT CHANGE NO

PO LINE	OE LINE	PART NUMBER/ PART DESCRIPTION	UNIT QTY	UM	PRICE	EXTENDED PRICE	DEL DATE
001	094	LABOR	100	EA	11546.78	1154678.00	04/07/09
	OPEN	US POST OFFICE JERSEY CIT					ORD-9760
002	167	ADDITIONAL LABOR	100	EA	21.00	2100.00	10/22/09
	PRINT	.					OPU-1106
003	168	ADDITIONAL LABOR	100	EA	15.73	1573.00	10/22/09
	PRINT	.					OPU-1106

PURCHASE ORDER TOTAL 1602629.00

MORE PO LINES  
PF1=UPDT PF2=ADD PF3=LNE COM PF4=PO HDR PF5=LNE CHG PF6=INV ENT PF7=BWD PF8=FWD

\*\*\*\*\*

This screen displays all of the lines issued against the selected purchase order, along with the value of each. All are combined for the overall total of the purchase order. Press the F8 key to reveal any additional lines.



**SUBCONTRACTOR LABOR PROCEDURES**

Another means for managing the issuance of the subcontractors Purchase Orders or Subcontract Agreement is through the use of the "Unplaced Purchase Orders" report - OPD053-R11 for Non-Installation districts and OPD053-R13 for Installation districts - available on the INFOPAC System.

Follow the steps listed below to access this report.

ViewDirect

\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*

-----  
MOBIUS MANAGEMENT SYSTEMS, INC.  
-----

Recipient ID: \_\_\_\_\_  
Password : \_\_\_\_\_

PF01-HELP PF03-EXIT

\*\*\*\*\*

Key in the appropriate Recipient ID and Password assigned to the district and press <ENTER>. This will display the menu screen as shown on the next page.



**SUBCONTRACTOR LABOR PROCEDURES**

COMMAND ==>

TIME: 145405

\*\*\* ViewDirect \*\*\*  
VIEWING MENU

RECIPIENT ID: FPM03

VERSION: 6.1  
TAPE VOLSER: LC1501

VIEW BY REPORT OR TOPIC: R (R/T)

REPORT/TOPIC ID: OPD053-R11  
VERSION: \_\_\_\_\_  
SECTION: \_\_\_\_\_

DISPLAY LIST OF REPORTS/TOPICS: YES (YES/NO)  
DISPLAY LIST OF VERSIONS: YES (YES/NO)  
DISPLAY SECTION INDEX: NO (YES/NO)

PF01=HELP PF02=PRINT PF03=END PF04=MENU PF05=RFIND PF06=MARK  
PF07=UP PF08=DOWN PF09= PF10=LEFT PF11=RIGHT PF12=QUIT

\*\*\*\*\*

Key in the report number in the cell to the right of "REPORT/TOPIC ID:" and press <ENTER> to access the listing of available reports on INFOPAC, starting with the one entered, as displayed on the screen below.

COMMAND ==>

TIME: 150722

\*\*\* REPORTS \*\*\*

OPTION REPORT ID REPORT NAME

- X OPD053-R11 DAILY - HQ UNPLACED PO LEAD -TIME 030 DAYS - OP LABOR
- \_ OPD053-R13 DAILY - UNPLACED PO LEAD-TIME 030 DAYS-OP LABOR W/ 96 PRD C
- \_ OPD054-R1 DAILY - HELD ORDER DETAIL BY DISTRICT
- \_ OPD061-R1 DAILY - ORDER STAGING SUMMARY REPORT
- \_ OPD061-R2 DAILY - ORDER STAGING SUMMARY REPORT - NOT IN STG
- \_ PRE45A DAILY - FIELD EMPLOYEE LIST
- \_ PRE45B DAILY - FIELD TELEPHONE DIRECTORY BY REGION
- \_ PRE45C DAILY - FIELD ADDRESS LIST
- \_ PRE45E DAILY - FIELD MANAGEMENT ALPHA LIST

PF01=HELP PF02=PRINT PF03=END PF04=MENU PF05=RFIND PF06=MARK  
PF07=UP PF08=DOWN PF09= PF10=LEFT PF11=RIGHT PF12=QUIT

\*\*\*\*\*

Insert a "X" to the left of the appropriate report and press <ENTER> to access the available report as shown on the next page.



**SUBCONTRACTOR LABOR PROCEDURES**

0727I-BEGINNING OF VERSIONS  
COMMAND ==>

0732I-END OF VERSIONS  
TIME: 151728

\*\*\* REPORT VERSIONS \*\*\*

REPORT: OPD053-R11 DAILY - HQ UNPLACED PO LEAD -TIME 030 DAYS - OP LABOR

OPTION	DATE	TIME	DEVICE	STATUS
-----	-----	-----	-----	-----
X	20000223	040900	DISK	AVAILABLE
_	20000219	223419	DISK	AVAILABLE

PF01=HELP PF02=PRINT PF03=END PF04=MENU PF05=RFIND PF06=MARK  
PF07=UP PF08=DOWN PF09= PF10=LEFT PF11=RIGHT PF12=QUIT

\*\*\*\*\*

Insert an "X" to the left of the appropriate report and press <ENTER> to access the report as shown on the next page.



**SUBCONTRACTOR LABOR  
PROCEDURES**

RUN DATE: 02/23/10  
 RUN TIME: 03.38.38  
 REGION:02 MID ATLANTIC  
 DISTRICT:503 BALTIMORE

SIMPLEXGRINNELL  
 OUTSIDE PURCHASE SYSTEM  
 HEADQUARTERS UNPLACED PURCHASE-ORDERS - LEAD-TIME 030 DAYS

COMPANY USE ONLY  
 REPORT NO. OPD053-R11  
 PAGE 9

ORDER- NUMBER/LINE	RESP SLSM	PROJECT NAME	COMPL DATE	PRODUCT-ID	PRODUCT DESCRIPTION	REQ DELV	SHIP DATE	QUAN	EXTENDED AMOUNT	BO DAYS	OV 30	ST CD
2917797 014	07512	UCH MASTER TIME SYST PRIMO ELECTRIC		OPBSI	INSTALLATION LABOR	020210	051510	100	34,494			
2917797 022	07512	UCH MASTER TIME SYST PRIMO		OPPRI	INSTALLATION LABOR	021810	000000	100	13,282			
3065215 011	02583	HAR SINAI FIRE ALARM		OPBSI	INSTALLATION LABOR	112909	070710	1	5,980			
3065215 012	02583	HAR SINAI FIRE ALARM GENERAL ELEVATOR		OPBSI	INSTALLATION LABOR	112909	070710	1	4,594			
3074503 015	01504	SHERATON COLUMBIA PH GPI		OPBSI	INSTALLATION LABOR	113009	070510	100	19,895			
DISTRICT TOTAL									78,245			

\*\*\*\*\*

This report displays the orders, with line item number, that have Outside Purchase Labor PID's entered and the Purchase Order or Subcontract Agreement has not been issued. Review of this report needs to be had to ensure the issuance of the Purchase Order or Subcontract Agreement is not being delayed.



## SUBCONTRACTOR LABOR PROCEDURES

### Approving Payments

The subcontractor shall submit all invoices in accordance to the payment terms of the Purchase Order or Subcontract agreement. A “Subcontractor Invoice Approval Form” (see EXHIBIT “J”) will be faxed to the District Manager for verification of the percentage of completion and approval of payment. The subcontractor should be treated as a partner so the approval process must be accurate and timely to maintain a long-term relationship.

Note: If the project dictates that Prevailing Wages need to be paid, the subcontractor shall provide SimplexGrinnell with Certified Payroll Records, with each invoice, confirming that the proper wages were paid in accordance to the specification requirements. **Payment will not be made until these documents are furnished.**

### Payment Status

The On-line System can be used to find invoice information and payment summaries for the subcontractor. The purchase order number must be known to view invoice and payment history. To determine the payment status of the subcontractor, follow the steps listed below.

---

MENU FOR

- 1 HELP
- 2 LOGOFF
- 3 SYSTEM MESSAGES
- 4 A/R & CREDIT MEMOS
- 5 CREDIT RETURNS
- 6 CUSTOMER MASTER
- 7 DISPATCHING & S/A'S
- 8 DISTRIB/SHIPPING
- 9 FIELD EMPLOYEE MAINT
- 10 FIELD INVENTORY
- 11 MANUFACTURING
- 12 ORDER ENTRY & INQ
- 13 ORDER PROCESSING
- 14 OUTSIDE PURCHASE
- 15 PHYSICAL INVENTORY
- 16 PRODUCT MASTER
- 17 PROJECT TRACKING
- 18 QUOTA PERFORMANCE

ENTER SELECTION: 14

\*\*\*\*\*

To obtain the payment status for the subcontractor, access the “Outside Purchase” system from the main menu by keying the appropriate selection and pressing <ENTER>. This will display the “Outside Purchase” menu as shown on the next page.



**SUBCONTRACTOR LABOR PROCEDURES**

01/24/09

SIMPLEXGRINNELL  
OUTSIDE PURCHASING

COMPANY USE ONLY

- |                                 |                                |
|---------------------------------|--------------------------------|
| 1 - CUSTOMER SELECTION          | 2 - CUSTOMER MASTER INQUIRY    |
| 3 - ORDER ENTRY                 | 4 - ORDER CHANGE               |
| 5 - ORDER INQUIRY               | 6 - ORDER PRINT                |
| 7 - CHANGE ORDER PRINT          | 8 - ORDER/LINE SUMMARY         |
| 9 - ORDER/INVOICE SUMMARY       | 10 - CUSTOMER/ORDER INQUIRY    |
| 11 - VENDOR PART MAINTANANCE    | 12 - VENDOR PART PRICE         |
| 13 - PO HDR INQ                 | 18 - VENDOR PURCHASE ORDER INQ |
| 19 - PURCHASE ORDER INQ SUMMARY | 20 - VENDOR PO INVOICE INQUIRY |
| 22 - VENDOR NAME INQUIRY        | 23 - UNPLACED OP LINES         |
| 24 - VENDOR REQUEST             | 25 - CREATE PO (INSTALLATION)  |
| 26 - INVOICE STATUS UPDATE      | 27 - LABOR INVOICE SUMMARY     |
| 32 - ORDER PROCESSING           | 34 - FIELD INVENTORY           |
| 36 - MAIN MENU                  |                                |

RESPONSE: 27

ENTER DESIRED SELECTION

\*\*\*\*\*

Key in "27" and press <ENTER> to view the "Vendor Payment Inquiry" screen as shown on the next page.



**SUBCONTRACTOR LABOR  
PROCEDURES**

SIMPLEXGRINNELL COMPANY USE ONLY  
 OUTSIDE PURCHASE VENDOR PAYMENT INQUIRY OPG01D80

PURCHASE ORDER 2270156 06 BILL TO US POST OFFICE-JERSEY CIT P.O. AMOUNT  
 VENDOR NUMBER OP005734 NAME SAL ELECTRIC CO INC 1602629.00

INVOICE	DATE PAID	CHANGE CNT AMT	VOUCHERED	RETAINED	PAYMENT	BALANCE
12134	98/04/28		19000.00		19000.00	1583629.00
12140	98/05/14		25000.00	1250.00	23750.00	1559879.00
12144	98/06/08		33250.00		33250.00	1526629.00
12153	98/07/07		49500.00	2475.00	47025.00	1479604.00
AIA#5 063098	98/07/29		73150.00		73150.00	406454.00
AIA#6072498	98/08/07		61325.00	12875.00	48450.00	1358004.00
AIA#7081598	98/09/09		56060.00		56060.00	1301944.00
AIA#8083198	98/09/25		56000.00	2800.00	53200.00	1248744.00
AIA#9091598	98/10/01		45125.00		45125.00	1203619.00
AIA#10093098	98/10/30		48925.00		48925.00	1154694.00
AIA#11101598	98/10/30		79325.00		79325.00	1075369.00
AIA#12103098	98/11/18		36100.00		36100.00	1039269.00

PERCENT COMPLETE 98.40 1577989.99 19400.00 PAID 1577989.99  
 MORE DATA  
 PF3=INV DET PF4=PO HDR PF6=INV STAT PF7=BWD PF8=FWD

\*\*\*\*\*

This screen displays each invoice, by number, that has been logged into the Outside Purchase system against the referenced purchase order number and also provides the history of payment for each. Press the F8 key to view any additional invoices.

Note: Due to the phasing out of the above referenced On-line System, further confirmation of payment directly from Accounts Payable may be required.

**Change Order Adds**

SimplexGrinnell should always be looking for change order opportunities and should communicate this with the subcontractor. Should the subcontractor identify a potential add to the contract scope, it is the responsibility of the subcontractor to advise the district so this can be reviewed, priced, and submitted to the customer for formal execution. At the same time, if an opportunity is identified by SimplexGrinnell, the subcontractor should be requested to provide pricing for this change in scope and, if excepted by the customer, a Change Order Add will be issued against the subcontractors Purchase Order or Subcontract Agreement. **The subcontractor works for SimplexGrinnell and should never be going directly to the customer.**

**Safety Issues**

All subcontractors are required to work in and maintain a safe environment. A safe environment includes, but is not limited to, Personal Protective Equipment (PPE), site-specific rules and procedures, proper work permits, and hazard identification. Use Project Safety Checklist, EXHIBIT "L", and fill out at the beginning of every project.





## **SUBCONTRACTOR LABOR PROCEDURES**

### **Subcontractor Issues and Problems**

When a subcontractor is not meeting the obligation of the Purchase Order or Subcontract Agreement, it is SimplexGrinnell's option to terminate the Purchase Order or Subcontract Agreement in accordance with the terms and conditions. When termination is necessary, it is the responsibility of the District to communicate with HQ Contract Administration for direction and proper execution. Make sure all reasons for terminating are clearly documented and concise per SimplexGrinnell General Conditions.

To assist in the documentation process, five (5) sample letters are provided later in this section as a guide for letter structuring and content. Reference the subject heading to match the circumstance.

Timing is of the essence when a reason for termination exists. Per the SimplexGrinnell General Conditions, Article 1.26, the subcontractor shall be notified at least three (3) days in advance of such terminations. Not all actions will require termination, however, all should be properly documented and furnished within the stated timeframe of the infraction or concern.

HQ Contract Administration and Legal will make final determination of termination.

Upon full evaluation of the circumstances surrounding the termination, the subcontractor shall be entitled to payment for work completed and accepted by SimplexGrinnell, subject to any claims or disputes levied by SimplexGrinnell.

#### **Note:**

**Termination should be a last resort. Hiring another subcontractor to finish the work will cost SimplexGrinnell far greater dollars than originally quoted. By properly managing the subcontractor throughout the project life cycle, SimplexGrinnell should never have to exercise this right.**

**EXHIBIT "J"**

**SUBCONTRACTOR INVOICE APPROVAL FORM**

**FAX MESSAGE FROM  
CONTRACT ADMINISTRATION  
FAX # 419-730-2922**

**# OF PAGES FOLLOWING COVER** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TO:** \_\_\_\_\_ **DISTRICT:** \_\_\_\_\_

**FROM: CONTRACTS ADMINISTRATION** **PHONE: 800-555-1212**

*Contract Administration has received the following invoice for subcontract labor.*

**SUBCONTRACTOR:** \_\_\_\_\_

**INVOICE #:** \_\_\_\_\_

**PO#:** \_\_\_\_\_

***To authorize or to withhold payment, please complete the section below, even if the answers is NO, and return the cover sheet only within 2 days.***

**PERCENT COMPLETED BY SUBCONTRACTOR** \_\_\_\_\_ %

**DOES THIS INVOICE ACCURATELY REFLECT THE WORK COMPLETED?** Y N

**IS IT OK TO PAY THIS INVOICE?** Y N

**IF NOT OK TO PAY, WHY NOT?** \_\_\_\_\_

**AMOUNT TO BE PAID** \$ \_\_\_\_\_

**SHOULD WE WITHHOLD RETAINAGE?** Y N

**NOTE: IF PROBLEMS EXIST, PLEASE NOTIFY HQ IMMEDIATELY.**

**DISTRICT MANAGER APPROVAL:**

\_\_\_\_\_  
Signature

**SAMPLE LETTER 1**

**To Subcontractor  
For Delays by the Subcontractor**

December 2, 2008

Short Electric Company  
1234 Power Avenue  
Project Site City, USA 22222

**SUBJECT: NOTICE OF REQUIRED ACTIONS**  
**PROJECT: Airport Expansion**

Dear Fred:

ISSUE: Short must take required actions to correct unacceptable progress on project work.

SITUATION: SimplexGrinnell continues to experience delays on the job due to Short's lack of progress.

- Your most recent schedule (submitted with your request for payment) indicates that all work in Building 1202 should now be complete. It is incomplete and behind schedule.
- Your contract requires that you provide a full-time superintendent and properly staff the project. I can rarely find your superintendent on the job site, and your on-site labor force does not include seven (7) journeyman electricians.

REQUIREMENTS: I hereby direct you to properly staff the job and take all necessary steps to meet the schedule. Additionally, I direct you to provide a written plan explaining how Short will get back on schedule and accomplish the work. This plan must be delivered to me no later than the close of business on December 09, 2008.

All extra cost associated with this effort are Short's responsibility, and any claims for delays or interference caused by Short's late performance will be for Short's account.

All payments will be held until we have resolved this matter.

Please contact me promptly if you have any questions about this matter. My telephone numbers are (insert), and my pager/beeper number is (insert).

Very truly yours,

SIMPLEXGRINNELL

T. Bakker  
Project Manager

cc: Project file; chrono  
District Manager

**SAMPLE LETTER 2 To Subcontractor Requesting Contract Closeout**

December 15, 2008

Mr. Benson Hedges  
Surground Electrical Company  
9 Canal Road  
River City, USA 12345

**SUBJECT: REQUEST FOR CONTRACT CLOSEOUT**

**PROJECT: Airport Expansion  
Contract No. 111-222222**

Dear Mr. Hedges:

SimplexGrinnell has reviewed your subcontract for the project, and we have determined there are no outstanding items.

REQUEST: Please obtain executed final lien releases and waivers from your vendors and subcontractors. After we receive the releases, waivers and a proper invoice from you, your payment request will be processed in accordance with the contract.

If you have any questions about this information, please contact me. My telephone numbers are (insert), and my pager/beeper number is (insert).

Very truly yours,

SIMPLEXGRINNELL

G. Bush  
Project Manager

cc: Project file; chrono  
District Manager

**SAMPLE LETTER 3 To Subcontractor**  
**ACTION REQUIREMENT**

January 23, 2008

Mr. George Bush  
Bush Mechanical, Inc.  
P. O. Box 4  
Bushmills, USA 77777

**SUBJECT: NOTICE OF REQUIRED ACTIONS**

**PROJECT: State Office Building**

Dear Mr. Bush:

ISSUE: SimplexGrinnell requires that Bush Mechanical take actions to complete its project work in a timely and professional manner.

BACKGROUND: During our project meeting on December 15, 1998, you committed to the revised contract schedule distributed at the meeting. A copy of the agreed upon schedule is attached.\*

SITUATION: This project is behind schedule because Bush Mechanical has not completed installation of the number four chillers. My review shows that all other work has been completed. Bush Mechanical's unsatisfactory work progress is delaying the performance of SimplexGrinnell's work. Any extra costs associated with this delay will be charged to your contract.

REQUIRED ACTIONS: By the close of business two (2) days from now, you must deliver to me a plan to complete all remaining work no later than two (2) weeks from today. Failure to provide a plan or adequately staff the job or complete the job by February 5, 1999, will be grounds for termination for default.

If you have any questions, please contact me immediately. My telephone numbers are (insert), and my pager/beeper number is (insert).

Very truly yours,

SIMPLEXGRINNELL

Ronald Reagan  
Project Manager

cc: Project file, chrono  
District Manager

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\* Editor's Note: Sample schedule not attached.

**SAMPLE LETTER 4 To Subcontractor for Delays**

December 25, 2008

Short Electric Company  
1234 Power Avenue  
Project Site City, USA 11111

**SUBJECT: NOTICE OF REQUIRED MEETING**

**PROJECT: Airport Expansion**

Dear Fred:

ISSUE: We must meet to discuss your work on the project and how you will bring it back on schedule.

BACKGROUND: SimplexGrinnell is experiencing delays on the job due to your continued lack of progress, and your performance is now causing delays to other contractors. We have been directed by our customer to add staff, work extended hours, and report our progress daily until Mr. Punctlich is satisfied with our progress.

You and I discussed this issue two weeks ago, and you made several commitments, which you assured me, would bring your work back on schedule. (A copy of the Action Item Notes from our meeting on [insert date] is attached.) You have not fulfilled those commitments, and our customer is dissatisfied with job progress.

SITUATION: We have until Friday to develop a working plan that you can perform to bring the job back on schedule within seven (7) days. If we cannot develop such a plan, I will begin procedures to terminate your contract.

All extra costs associated with this effort are your responsibility, and any claim for delay or interference caused by your performance will be for Short's account.

REQUIREMENT: I have set aside tomorrow morning, beginning at 8:00 a.m. at my office to resolve this matter with you. If you have any questions or if you cannot participate in this meeting, please contact me as soon as possible. My telephone numbers are (insert), and my pager/beeper number is (insert).

Very truly yours,

SIMPLEXGRINNELL

Mike Musselman  
Project Manager

cc: Project file  
Always Pay Bond Company

**SAMPLE ATTACHMENT TO LETTER 4 To Subcontractor for Action**

SHORT ELECTRIC COMPANY

**ACTION ITEMS FROM (INSERT DATE) MEETING**

Attendees: Fred Short, Mike Musselman

Short Electric Company will:

- Update the as-builts and mark rough in progress in your drawings located at the site job box and your trailer
- Hire two additional journeymen for the work in the penthouses.
- Find out why the pipe is not installed in the tunnel areas and take timely corrective action.
- By the close of business on Friday, revise your working schedule and submit to me.
- By tomorrow morning, give me a list of the areas where you cannot work because the mechanical contractor's work is not complete.
- By next Wednesday, review the last three changes issued last week and submit your price to me.
- By Friday morning, give me a list of journeymen who will work this weekend for site clearance.
- By the close of business today, provide to me a copy of your toolbox safety meeting notes and attendees listings for the last two (2) months.

Except when a specific date is listed, all ACTION ITEMS will be completed and Short Electric's project work will be on schedule within two (2) weeks, that is, on or before (insert date).

Received and Agreed

For SHORT ELECTRIC COMPANY (Signature) \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

cc: Project File

**SAMPLE LETTER 5**

**To Subcontractor  
For Contract Notification Requirements**

December 15, 2008

Fred Short  
Short Electric Company  
1234 Power Avenue  
Project Site, USA 11111

**SUBJECT: CONTRACT NOTIFICATION REQUIREMENTS**

**PROJECT: Airport Expansion**

Dear Fred:

ISSUE: We need to be sure everyone has and understands the contract notification requirements for this project.

SITUATION: This is a large project with many levels of contractors and two design firms already on site. We know this has potential for causing conflicts and delays -- and the issue of "whose contract is it" will arise in any dispute.

It is very important that we give our customer the proper notification as required under the terms of your contract.

ACTION: I enclosed an ACTION ITEM for a summary of the contract paragraphs relating to notification. Please refer to the specifications for the complete details.

Let's review your resulting summary in our next monthly meeting and discuss your thoughts to ensure our success in this effort.

If you have any questions about notification requirements, please contact me as soon as possible. My telephone numbers are (insert) and by pager/beeper number is (insert).

Very truly yours,

SIMPLEXGRINNELL

Mike Musselman  
Project Manager

cc: Project File  
District Manager



**SAMPLE ATTACHMENT TO LETTER 5 To Subcontractor for Action**

**ACTION ITEM**

Create a summary sheet of critical notification requirements for your work crew.

- Everyone should have this cheat-sheet so they are aware of our contractual notification requirements.
- Especially, make sure your foremen have and understand the importance of these requirements.
- Pay particular attention to the 48-hour requirements on schedule conflicts or delays by other trades (Section 00900-40, paragraph 30-05).
- Section 60, particularly
  - 60-07 Determination and extension of contract time
  - 60-08 Failure to complete on time
  - 60-09 -11, -12. -06
- Section 70-06 - Partial Payments. Note that paragraph D allows only 5% retainage after 50% of the contract value is complete.
- Section 0800 - Supplementary Provisions
  - Paragraph 1.04 - Schedule Requirements. Note dates and liquidated damages (amounts vary up to \$25K per day).
  - Paragraph 1.05 - Sequence of Work. “Full commercial use October 2007” of midfield terminal.

**EXHIBIT**

**Project Safety Checklist**

Date: \_\_\_\_\_

***Part I - Project Information***

Client: \_\_\_\_\_ Work Site: \_\_\_\_\_

Project Manager: \_\_\_\_\_ Project Number: \_\_\_\_\_

***Part II - Personal Protective Equipment***

Required Personal Protective Equipment (i.e. hard-hat, safety shoes, face shield, gloves, fall protection, etc.): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Part III - Job Site Specific Rules, Procedures, and Emergency Apparatus***

Emergency Evacuation Procedure:  Available and reviewed  Not available

Hazard Communication Station (MSDS):  Reviewed with client  Location unknown

Client Safety Rules and Regulation Document:  Reviewed with client  Not available

Emergency Eyewash/Shower Stations:  Reviewed with client  Location unknown

Fire Control Equipment:  Reviewed with client  Location unknown

Emergency Apparatus:  Reviewed with client  Location unknown

Designated Smoking Areas:  Reviewed with client  Location unknown

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part IV - Work Permits Required** (List general procedure required and client contact)

Hot Work: \_\_\_\_\_

Confined Space Entry: \_\_\_\_\_

Roof Access: \_\_\_\_\_

Lock-out/Tag-out: \_\_\_\_\_

Equipment Access: \_\_\_\_\_

Other: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Part V - Hazard Identification** (list any known or observed hazards in the spaces provided)

Environmental Hazards (i.e. asbestos, flammable liquids, high temperature equipment, etc.):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Equipment Hazards if working with client equipment (i.e. emergency stops, pinch points, missing guards, exposed wiring):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

General Work Area (i.e. trip hazards, fork-truck traffic, high noise level, obstructed means of egress):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Part VI - Checklist Sign-off** (signature indicates review of this document and acceptance of all rules, regulations, and procedures indicated; review of this document does relieve contractor responsibility for employee's safety):

SimplexGrinnell Project Manager:

\_\_\_\_\_

Subcontractors:

Company: \_\_\_\_\_

Representative/Title: \_\_\_\_\_

Company: \_\_\_\_\_

Representative/Title: \_\_\_\_\_

**Emergency Contact List**

**In case of emergency call:**

(Name) \_\_\_\_\_

**SimplexGrinnell Representative:**

(Phone) \_\_\_\_\_

(Name) \_\_\_\_\_

(Beeper) \_\_\_\_\_

(Phone) \_\_\_\_\_

**Other:**

(Beeper) \_\_\_\_\_

(Name) \_\_\_\_\_

**Back-up SimplexGrinnell Representative:**

(Phone) \_\_\_\_\_

(Name) \_\_\_\_\_

(Beeper) \_\_\_\_\_

(Phone) \_\_\_\_\_

**Other:**

(Beeper) \_\_\_\_\_

(Name) \_\_\_\_\_

**Client Representative:**

(Name) \_\_\_\_\_

(Phone) \_\_\_\_\_

(Phone) \_\_\_\_\_

(Beeper) \_\_\_\_\_

(Beeper) \_\_\_\_\_

**Back-up Client Representative:**

**§21.0 CONTRACTOR EVALUATION CHECKLIST**

Document: EHS Management System Guidebook  
 Issuance Date: May 2009 (Latest Revision Available on Company Website)

§21.0 – Attachment 3

**CONTRACTOR EVALUATION CHECKLIST**

<b>Segment:</b>	<b>Contract Description:</b>	
<b>Business Unit:</b>	<b>Contractor:</b>	
<b>Location:</b>	<b>Contractor Contact Name:</b>	
<b>Loc. Manager:</b>	<b>Contact Numbers:</b>	
<b>Contract Manager:</b>	<b>Evaluation Date:</b>	
<p>It is a requirement of Tyco that all contractors wishing to bid on a company project provide evidence of their safety management program. The following checklist indicates the company's expectations.          Please submit your project specific safety management plan with your bid, together with documentation to provide evidence of your ongoing safety program.</p>		
<b>CONTRACTOR REQUIREMENT</b>	<b>SUPPORTING DOCUMENTS</b>	<b>EVALUATION</b>
<b>1. H&amp;S Policy &amp; Management Commitment</b> <ul style="list-style-type: none"> <li>• Demonstrates commitment to health &amp; safety</li> <li>• Ensures all levels accept responsibility</li> <li>• Encourages co-operation of all employees</li> <li>• Plain English, clearly communicates message</li> <li>• Signed &amp; Dated</li> </ul>		
<b>2. Project Summary</b> <ul style="list-style-type: none"> <li>• Scope of work</li> <li>• Date of commencement</li> </ul>		
<b>3. Duties &amp; Responsibilities</b> <ul style="list-style-type: none"> <li>• Names of site management team</li> <li>• Duties &amp; responsibility for:             <ul style="list-style-type: none"> <li>– on-site management</li> <li>– off-site management</li> <li>– on-site supervisor</li> <li>– employees</li> <li>– safety representative</li> <li>– details of disciplinary procedures</li> </ul> </li> </ul>		
<b>4. OSHA/ EPA Standards</b> <ul style="list-style-type: none"> <li>• Management are aware of their H&amp;S responsibilities</li> </ul>		
<b>5. Hazard Identification &amp; Assessment</b> <ul style="list-style-type: none"> <li>• Hazard identification procedures in general use</li> <li>• Risk assessments previously carried out for the specific hazards identified for this project</li> <li>• Examples of risk assessments</li> </ul>		
<b>6. Hazard Control</b> <ul style="list-style-type: none"> <li>• Control measures for common hazards</li> <li>• Control measures for site specific hazards</li> </ul>		

**§21.0 CONTRACTOR EVALUATION CHECKLIST**

Document: EHS Management System Guidebook

Issuance Date: May 2009 (Latest Revision Available on Company Website)

§21.0 – Attachment 3

CONTRACTOR REQUIREMENTS	SUPPORTING DOCUMENTS	EVALUATION
<b>7. Program Review</b> <ul style="list-style-type: none"> <li>• Regular safety reviews</li> <li>• Personnel involved in the reviews</li> </ul>		
<b>8. Incident Reporting &amp; Investigation</b> <ul style="list-style-type: none"> <li>• Details of incidents reported (including near hits)</li> <li>• Incident history for last 5 years</li> <li>• Incident investigation procedures</li> <li>• Details of safety prosecutions/infringements</li> </ul>		
<b>9. Emergency Procedures</b> <ul style="list-style-type: none"> <li>• First Aid</li> <li>• Emergency evacuation</li> <li>• Fire</li> <li>• Training</li> <li>• Other specific site emergency procedures</li> </ul>		
<b>10. Safety Induction &amp; Training</b> <ul style="list-style-type: none"> <li>• Safety induction</li> <li>• General safety training</li> <li>• Site-specific induction - issues to be included</li> <li>• Inductors</li> <li>• Site-specific safety training</li> <li>• Maintenance of induction &amp; training records</li> </ul>		
<b>11. Consultation</b> <ul style="list-style-type: none"> <li>• H&amp;S committee</li> <li>• Toolbox meetings</li> <li>• Involvement with safety programs</li> </ul>		
<b>12. Safety Inspections</b> <ul style="list-style-type: none"> <li>• Inspection frequency</li> <li>• Responsibilities for inspection</li> <li>• Record of inspections</li> <li>• Corrective action</li> </ul>		
<b>13. Insurance</b> Name & address of insurers for: <ul style="list-style-type: none"> <li>• General insurance</li> <li>• Workers compensation</li> <li>• Motor vehicles</li> <li>• Public liability</li> <li>• Fire</li> </ul>		
<b>14. Rehabilitation/Return to Work</b> <ul style="list-style-type: none"> <li>• Rehabilitation policy</li> <li>• Name &amp; position of rehabilitation coordinator or return to work coordinator</li> <li>• Coordinator trained</li> </ul>		

**§21.0 CONTRACTOR EVALUATION CHECKLIST**

Document: EHS Management System Guidebook

Issuance Date: May 2009 (Latest Revision Available on Company Website)

§21.0 – Attachment 3

CONTRACTOR REQUIREMENTS	SUPPORTING DOCUMENTS	EVALUATION
<b>15. Project Safety Plan &amp; Procedures</b> <ul style="list-style-type: none"> <li>• Safety plan developed specific to the project</li> <li>• Safe Work Procedures/work method statements include: <ul style="list-style-type: none"> <li>– Falls of people</li> <li>– Personal protective equipment</li> <li>– Hazardous substances</li> <li>– Plant &amp; equipment</li> <li>– Manual handling</li> <li>– Materials handling &amp; storage</li> <li>– Noise</li> <li>– Housekeeping</li> <li>– Electrical safety</li> <li>– Provision of amenities</li> <li>– Safe access</li> <li>– Safeguards (barricades, etc.)</li> <li>– Dust</li> <li>– Heat</li> <li>– Hot work</li> <li>– Explosive powered tools</li> <li>– Others as specific</li> </ul> </li> </ul>		
<b>16. Sub-Contractors</b> Methods for ensuring competency of sub-contractors: <ul style="list-style-type: none"> <li>• Licenses &amp; certificates</li> <li>• Safety management plan</li> <li>• Safety performance</li> <li>• Insurances</li> </ul>		
<b>CONTRACTOR EVALUATION OUTCOME</b>		
Contractor Safety Management Plan Approved: <input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>Evaluator name:</b>	<b>Manager's name:</b>	
<b>Evaluator's signature:</b>		<b>Manager's signature:</b>
<b>Position:</b>	<b>Date:</b>	

## SIMPLEXGRINNELL SUBCONTRACTOR AGREEMENT

This Agreement dated \_\_\_\_\_ by and between **SIMPLEXGRINNELL LP** (hereinafter called "SIMPLEXGRINNELL") having an office at \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "Subcontractor"), having an office at \_\_\_\_\_.

The Subcontractor and SimplexGrinnell agree as follows:

### **Definitions**

The "Project" shall mean the \_\_\_\_\_ project referenced in the Prime Contract Documents.

The "Prime Contract Documents" shall mean the contract between SimplexGrinnell and its contractor or the Owner (as the case may be) in connection with the Project including, but not limited to, the plans, specifications, addenda, general conditions and supplementary conditions for the Project.

"Contractor" shall mean the Contractor or Owner (as the case may be) with whom SimplexGrinnell contracts in connection with the Project, excluding the Subcontractor.

### **The Work**

The Subcontractor shall furnish all necessary labor, materials, tools and equipment (including safety equipment) necessary to perform all the work described below (the "Work") in connection with the Project in accordance with the terms and provisions of the Prime Contract Documents, which are expressly incorporated hereby by reference.

The Subcontractor agrees to be bound to SimplexGrinnell by the terms and provisions of said Prime Contract Documents and to assume towards SimplexGrinnell in all respects the obligations that SimplexGrinnell by said Prime Contract Documents has assumed toward its contractor in respect of said work. To the extent of any inconsistency between the terms of the Prime Contract Documents and the terms of this Subcontract, the terms of the Prime Contract Documents shall govern.

The materials to be furnished and the Work to be done by the Subcontractor shall include all labor, materials, tools and equipment (including safety equipment) necessary or required for the completion of the following:



**Scope of Work:**

**The scope of work includes but is not limited the following items and all items reasonably necessary and incidental to the completion of the work:**

The Work is to be completed strictly in accordance with the Prime Contract Documents, including but not limited to, the documents enumerated below and hereby incorporated by reference as part of this Agreement. The Work shall be executed by Subcontractor in the same manner and with the same character of materials as the work specified therein.

A. Contract between Owner and Contractor \_\_\_\_\_

B. Specifications prepared by \_\_\_\_\_

Dated \_\_\_\_\_

C. Contract between SimplexGrinnell and \_\_\_\_\_

(its contractor) dated \_\_\_\_\_

D. Drawings \_\_\_\_\_

E. Addenda

In the event of discrepancies or inconsistencies in the above-mentioned Prime Contract Documents relating to the Work to be performed herein, the Subcontractor shall be bound to perform the most stringent requirement at no extra cost to SimplexGrinnell.

**Completion Date**

The Work shall be substantially completed by \_\_\_\_\_ and finally completed not later than \_\_\_\_\_. TIME IS OF THE ESSENCE.

**Payment**

After completion of the Work in accordance with all contract requirements and to the satisfaction of SimplexGrinnell, and after SimplexGrinnell's receipt of payment from its contractor, the Subcontractor shall be paid, subject to the attached General Conditions, the sum of \_\_\_\_\_ inclusive of all federal, state and local taxes.

The attached General Conditions are expressly made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[SUBCONTRACTOR]

SIMPLEXGRINNELL LP

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## GENERAL CONDITIONS

1. Personnel and Quality of Work. Subcontractor shall furnish all the necessary personnel, with the requisite expertise, to perform the Work, and Subcontractor agrees to complete the Work in a good and workmanlike manner with all new first-class materials, and in strict compliance with all contract requirements and to secure and pay for all permits, licenses and inspections. The Subcontractor further warrants that the material will be fit for the particular purpose intended.
2. Compliance with Law. Subcontractor shall perform and provide the Work in strict conformity with all applicable laws, codes, ordinances, rules, regulations (including but not limited to OSHA Regulations), and all requirements of federal, state/provincial, county and municipal authorities. In the event of any discrepancy between the requirements of such laws or authorities at the time this Agreement is entered into and the requirements of such laws or authorities at the time the Work is performed, the latter shall govern, and Subcontractor shall perform the Work as required at no extra cost. If Subcontractor performs any Work contrary to such laws, codes, ordinances, rules, regulations or requirements, it shall bear all costs arising or resulting therefrom and shall indemnify, defend and hold SimplexGrinnell harmless for any expenses incurred by SimplexGrinnell as a result (direct or indirect) of such Work.
3. Warranty/Guarantee. Without limitation of any guarantees or warranties provided by law, Subcontractor guarantees the Work against defects in material and workmanship and guarantees the Work is fit for the particular purpose intended for a period of one (1) year from the date of final acceptance of the entire, completed Work by Owner, or such longer period as required by the Prime Contract Documents or applicable law. Subcontractor shall promptly correct any defects in materials or workmanship that appear during the period of any guarantee without cost to SimplexGrinnell and shall further, at Subcontractor's sole expense, correct any further damage to SimplexGrinnell which arises out of such defects or the correction thereof.
4. Delay. If SimplexGrinnell is caused damage (including but not limited to, assessment of liquidated damages against SimplexGrinnell) due to delays caused by Subcontractor, Subcontractor shall immediately indemnify SimplexGrinnell for any such damage, including all costs and attorney's fees. If Subcontractor is delayed in the commencement, prosecution or completion of the Work due to the acts, omissions, neglect or default of SimplexGrinnell, its entitlement to any time extension shall be subject to the provisions of the Prime Contract Documents and the other terms of this Agreement. Unless Subcontractor notifies SimplexGrinnell of any such delay and the causes therefore within twenty-four (24) hours after the delay commences, Subcontractor shall be deemed to have waived the right to seek an extension of time. The Subcontractor shall not be entitled to any damage or compensation for any such delays except to the extent that SimplexGrinnell receives damages or compensation from its Contractor in respect of such delays.

5. Payment. SimplexGrinnell's receipt of payment from its Contractor is a condition precedent to SimplexGrinnell's payment to Subcontractor. Payments to the Subcontractor by SimplexGrinnell after SimplexGrinnell first receives payment shall be made as follows:
  - I. Lump sum less 10% retention within thirty (30) days after completion of the Work, receipt of a properly submitted progress statement in triplicate, in form and content satisfactory to SimplexGrinnell, and receipt of payment by SimplexGrinnell from Contractor.
  - II. Estimates, invoices in triplicate, in form and content satisfactory to SimplexGrinnell, shall be presented as the Work progresses and payment of a like amount as that allowed to SimplexGrinnell by its Contractor for work done under this Subcontract will be made within thirty (30) days after payment is received by SimplexGrinnell from Contractor in accordance with SimplexGrinnell's contract with its Contractor, except that in making such partial payments there shall be retained by SimplexGrinnell 10% of the estimated amount.
  - III. Retention will be paid forty-five (45) days after final completion and acceptance of the Work by the Owner and payment for same has been received by SimplexGrinnell.

Payments by SimplexGrinnell shall not in any case be deemed acceptance of the Work or be deemed a waiver of Subcontractor's agreements and obligations under this Agreement and in any event payment to Subcontractor will only occur after SimplexGrinnell first receives payment from its Contractor. Prior to being due any payment, Subcontractor is required to submit insurance certificates evidencing the required insurance coverages, bond evidence (if bonds required), and applicable lien waivers from Subcontractor and all of its subcontractors and suppliers.

6. Changes Any changes in the Scope of Work hereunder, including any substitutions or additions to labor or materials, must be approved in writing by the issuance of a change order executed by both parties prior to initiation of extra work. Subcontractor shall not be entitled to payment for any additional work, materials, equipment or the like outside of the original scope of work ("extra work"), unless it has received a written change order executed by SimplexGrinnell, which document shall be labeled specifically as a change order in the approved format for change orders on the Project. In the event of dispute as to whether work is truly extra work or a dispute as to the pricing for such extra work, SimplexGrinnell may direct subcontractor to proceed with such work, and Subcontractor shall so proceed without delay. SimplexGrinnell shall not be required to pay Subcontractor for extra work unless and until SimplexGrinnell is first paid by its Contractor for such extra work, payment from its Contractor being a condition precedent to payment to subcontractor. SimplexGrinnell may also reduce the original scope of Work and the subcontract price by issuing a deductive change order, deleting certain Work from such original scope.
7. Claims. Subject to the shorter requirements set forth in the section on Delay, written notice of a claim by Subcontractor for an increase to the subcontract price or other claim must be given within seven (7) calendar days after the occurrence giving rise to the claim (or within

three (3) calendar days before the end of the notice period required in the Prime Contract Documents, whichever is shorter). Subcontractor must also furnish to SimplexGrinnell a written itemization of the costs supporting the claim within thirty (30) days after the notice of claim.

8. Liens. Subcontractor waives all rights to file any lien or claim against the Project property and shall promptly discharge, by bond or otherwise, any claim or lien filed against the Project property by any subcontractor or supplier of Subcontractor (of any tier), except where due to SimplexGrinnell's failure to pay as required by the contract terms. If Subcontractor fails to discharge any such lien or claim, SimplexGrinnell may discharge such lien or claim and backcharge Subcontractor for all cost and expense incurred by SimplexGrinnell in discharging such lien or claim.
9. Indemnity. Subcontractor agrees to indemnify and hold SimplexGrinnell harmless from any and all damage, loss or expense of any nature whatsoever arising from, out of or on account of any acts or omissions of Subcontractor or its agents, employees, sub-contractors, or vendors relating in any way to the Work. Subcontractor shall, at its own expense, defend SimplexGrinnell against all claims, suits and actions arising from said acts or omissions or any allegations of same. Except as may otherwise be provided by applicable law, such rights to indemnification shall obtain regardless of whether any act, omission, misconduct, negligence or default (other than gross negligence or willful misconduct) of SimplexGrinnell or any of its officers, employees or agents contributed or may be alleged to have contributed in any way thereto. In claims against any person or entity indemnified hereunder by an employee of the Subcontractor, the Subcontractor's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation hereunder shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's subcontractors under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
10. Bonds. If requested by SimplexGrinnell, Subcontractor shall furnish separate bonds covering the faithful performance of the Subcontractor (performance bond) and the payment of all obligations arising under it (payment bond) in such form and with such sureties as are acceptable to SimplexGrinnell. The amount of such bonds will be 100% of the subcontract price as adjusted from time to time by any change orders which may be issued. Where such bonds are requested by SimplexGrinnell, the premium cost for such bonds shall be included in the subcontract price.
11. Insurance Requirements. Attachment A contains the Insurance Requirements and is expressly made a part of this Agreement.
12. Hazardous Substances. If Subcontractor encounters material on the site reasonably believed to be a Hazardous Substance, it shall immediately cease work in the affected area and immediately notify SimplexGrinnell in writing of such condition.
13. Termination For Convenience. SimplexGrinnell may terminate the Agreement, without cause, effective upon written notice to Subcontractor, without payment of premium or

penalty. In the event of termination without cause, Subcontractor shall receive as full payment the cost of all Work approved by Owner and performed up to the date of such termination, less the amounts previously paid.

14. Termination For Cause. SimplexGrinnell may immediately terminate this contract for cause if (1) at any time there shall be filed by or against Subcontractor in any court a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Subcontractor's property and within thirty (30) days therefrom Subcontractor fails to secure a discharge thereof, or (2) Subcontractor makes an assignment for the benefit of creditors or petitions for or enters into an arrangement, or (3) Subcontractor fails to prosecute the work properly, or (4) Subcontractor fails to perform any other covenant of this Agreement. In such event SimplexGrinnell may enter and take possession, for the purpose of completing the Work contemplated under this Subcontract, of all materials, equipment, tools and appliances used or contemplated for use in connection with the Work and employ any other company, person or persons to finish the Work and to provide the materials therefore. Subcontractor shall receive no payment until the work has been completed. If the unpaid balance of the subcontract sum exceeds the cost of finishing the Work including 15% for SimplexGrinnell supervision and overhead, such excess shall be paid to Subcontractor. If such costs exceed such unpaid balance, Subcontractor shall pay the difference to SimplexGrinnell. If it is determined by a court of competent jurisdiction that SimplexGrinnell did not have grounds to terminate the Agreement for cause, the termination shall be treated as a Termination For Convenience.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction referenced in the Prime Contract Documents or, if none is so referenced, the laws of the place where the Project is located.
16. Assignment; Successors and Assigns. Subcontractor may not assign or subcontract this Agreement without the prior written consent of SimplexGrinnell. Any subcontracting or assignment of this Agreement without SimplexGrinnell's prior written consent shall be a material breach of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
17. Dispute Resolution. Unless waived in writing by both parties, before filing suit in connection with any dispute relating to this Agreement, the parties shall be required to participate in a non-binding mediation presided over by a third-party mediator, each party to pay its own share of costs and expenses of mediation.
18. Entire Agreement. This Agreement, its attachments and the documents incorporated herein by reference represent the entire and integrated agreement between the Subcontractor and SimplexGrinnell and supersede all prior agreements, negotiations, or representations, including but not limited to Subcontractor's proposal.

**ATTACHMENT A**

**SUBCONTRACTOR INSURANCE REQUIREMENTS**

1. Until the Notice of Acceptance is issued by SimplexGrinnell and for a three (3) year period thereafter, the Subcontractor shall maintain, at its sole expense, the following types of insurance relating to the work issued by companies acceptable to SimplexGrinnell. When project requirements in the prime contract document exceed these minimum coverages and limits, Subcontractor shall comply with such higher, more stringent requirements.

TYPE	LIMITS
<b>Commercial General/Comprehensive Liability</b>	

Bodily Injury

\$1,000,000 each occurrence,  
\$2,000,000 aggregate

Property Damage:

\$500,000 each occurrence or a Combined Single Limit (CSL) of  
\$2,000,000 Bodily Injury and Property Damage

**The policy must include:**

1. Premises – Operations Liability coverage.
2. Products/Completed Operations coverage.
3. Contractual Liability coverage.
4. Independent Contractors coverage.
5. Broad Form Property Damage coverage.
6. Personal Injury Liability coverage.
7. If any Work is to be performed below the surface of the ground, coverage must be extended to include protection against property damage caused by explosion (including blasting), collapse of structures, and damage to underground pipes and utilities (This is known as “XCU” coverage).

**Professional Liability (Errors & Omissions)**

\$1,000,000 aggregate is required for all engineering/design/certification Work.

**Automobile Liability**

1. Bodily Injury (BI)
  - \$500,000 per person
  - \$1,000,000 per accident

2. Property Damage (PD)  
\$250,000 per accident or  
Combined Single Limit (CSL) of \$1,000,000 Bodily Injury and Property  
Damage
3. The policy must include coverage for Any Autos, Hired Autos and Non-Owned  
Autos.

**Worker's Compensation and Employers' Liability**

1. Worker's Compensation Insurance – Statutory State Requirements.
2. Employers' Liability Insurance - \$750,000

**Medical and Disability Benefits**

Required for Sole Proprietors and Partners

Copy of Policy

**Business Personal Property**

Required if SimplexGrinnell materials  
are stored in Subcontractor's  
warehouse or place of business.

**Umbrella (Excess Liability)**

As necessary to meet the limits  
in this section or Project  
requirements,  
whichever is higher.

**Certificate of Insurance and Cancellation**

Certificates of Insurance showing evidence of coverage as called for herein and naming SimplexGrinnell as an additional insured shall be provided to SimplexGrinnell prior to commencement of construction. These certificates shall note that coverage afforded under the policies shall not be canceled or materially altered until at least thirty (30) days after written notice is given to SimplexGrinnell.

Subcontractor assumes full responsibility for all loss or damage from any cause whatsoever to any tools owned by its employees and/or Subcontractor, any tools, machinery, equipment or other motor vehicles owned or rented by Subcontractor, its agents, subcontractors, material-men or their employees; and any other damages caused through their own negligence.

**Additional Insured/Subrogation Waiver**

SimplexGrinnell shall be an additional insured on all policies referenced in this attachment, except for Worker's Compensation, and SimplexGrinnell shall be granted a waiver of subrogation on all insurance policies, including Worker's Compensation.

**Occurrence Basis**

All coverage shall be on an occurrence basis (with the sole exception of professional liability coverage which may be on a claims made basis).





## **SUBCONTRACTOR LABOR PROCEDURES**

### **3: SUBCONTRACTOR PURCHASE ORDER ISSUANCE PROCEDURE**

#### **PURPOSE:**

To define the policy and procedures for the formal issuance of a purchase order or subcontract agreement to a subcontractor.

#### **POLICY:**

**All subcontractors shall be issued a formal purchase order or subcontract agreement prior to commencing any work on behalf of SimplexGrinnell. Said purchase order or subcontract agreement shall only be issued through Contract Administration at Headquarters. No work shall occur without a written purchase order or change order.**

#### **PROCEDURE:**

To limit SimplexGrinnell's risk associated with hiring a subcontractor to install our equipment or service our equipment, all subcontractors will be issued a formal purchase order or subcontract agreement prior to performing any work at the customer's facility.

The formal purchase order constitutes the written agreement between SimplexGrinnell and the subcontractor with regard to the scope of work and the terms and conditions by which SimplexGrinnell expects the subcontractor to work.

Contract Administration will issue a purchase order (see EXHIBIT "E"), for quotations of \$4,999 or less, and a subcontract agreement (see EXHIBIT "F") for quotations of \$5,000 or greater.

Note:

1. No Letter of Intent shall be issued by a district for subcontractor labor without the involvement of Contract Administration.
2. All subcontractors must be established vendors and in "Approved Subcontractor" status on the Online System prior to issuance of any Purchase Order or Subcontract Agreement.

To satisfy Order Processing requirements, and to ensure prompt issuance of a Purchase Order or Subcontract Agreement, the district must enter the labor value on an order with the correct product ID (PID), Customer Request Date, and pricing supported by a written quotation from the subcontractor.

Note:

1. The labor PID's relate to the "class" of the order entered. For Prime (PR) and Construction Management (CM) orders, the PID is "OPPRI". For Small Contract (SC) orders, the PID is "OPBSI" and for Installation (IN) orders, the PID is 9600-0103.
2. All labor quotes received by the district must be reviewed to make sure that the scope of work is consistent with what was requested in the bid stage and conform to the project requirements.

With the Order Processing requirements met, a requisition is generated to Contract Administration 30 days prior to the "Customer Request Date" advising to prepare and issue a formal Purchase Order or Subcontract Agreement to the subcontractor. Contract Administration will submit a "Scope of Work Questionnaire", (see EXHIBIT "G") to the district for completion for any quotation \$5,000 or greater. After this information is confirmed with the subcontractor, it becomes the basis of the written Purchase Order or Subcontract Agreement that is issued to the subcontractor.



## **SUBCONTRACTOR LABOR PROCEDURES**

The written Purchase Order or Subcontract Agreement then becomes the authorization for the subcontractor to commence work and outlines the work to be performed in accordance with the terms and conditions contained within the document. **For subcontract agreements \$10,000 or greater, a signed acknowledgement from the subcontractor must be received prior to the subcontract agreement being countersigned by SimplexGrinnell.**

Should it become necessary to issue a change order to a Purchase Order or Subcontract Agreement, a new line item must be added to the original labor order utilizing the same PID. In the comment section of the new line, identify the subcontractor by vendor name and number and add the note; "add to original P.O.#...". This will allow tracking of all changes to the subcontractor's Purchase Order or Subcontract Agreement.

### **Payment Terms:**

SimplexGrinnell has two payment options to provide to a subcontractor and the option selected should coincide with how SimplexGrinnell expects to be paid.

Option 1 is to pay the subcontractor within 30 days of receipt of a correct and approved invoice. This is typically used on smaller projects where the installation is expected to complete within 60 days.

Option 2 is to pay the subcontractor within 7 days after SimplexGrinnell has been paid for the corresponding work. Customers will hold payment from SimplexGrinnell if it is felt that the pay request exceeds the amount of work actually complete which usually relates to an over billing by the subcontractor. This payment option guaranties accurate invoicing from the subcontractor.

As stated in SimplexGrinnell' invoicing instructions (see EXHIBIT "H"), it is imperative that the subcontractor include the SimplexGrinnell Purchase Order or Subcontract Agreement number on each invoice submitted. Without this identifying number, the invoice will be returned to the subcontractor, thus, delaying payment.

The district should review the payment options with HQ Contract Administration to guarantee the correct payment terms are attached to the subcontractor's written Purchase Order or Subcontract Agreement.

### **Bonding Requirements:**

For all subcontracted work that is \$50,000 or greater, SimplexGrinnell requires that the subcontractor provide a Performance Bond - and a Labor and Material Payment Bonds for the work being subcontracted. This is SimplexGrinnell' guarantee that the subcontractor will perform the work contracted to do and that all labor hired and material purchased in conjunction with the contracted work, will be paid for by the subcontractor. Prior to any payment being made, HQ Contract Administration must receive all required bonds.

### **Insurance Requirements:**

All subcontractors must carry appropriate insurance that comply with either SimplexGrinnell' requirements or the project requirements, which ever is greater. Prior to manning the job, the subcontractor must provide an accurate and approved Certificate of Insurance to HQ Contract Administration with coverage as described in the Purchase Order or Subcontract Agreement. Reference EXHIBIT "B" for all requirements.

**EXHIBIT "F"**

**SUBCONTRACTOR AGREEMENT**

**BETWEEN**

**PAGE 1 of 1**

**SUBCONTRACTOR**

PAL Electric Co., Inc.  
11409 Chronhill Road, Suite N  
Owings Mills, MD 21117

**CONTRACTOR**

*SimplexGrinnell*  
50 Technology Drive  
Westminster, MA 01441

MAIL INVOICES TO THE ABOVE ADDRESS  
ATTN: ACCOUNTS PAYABLE.  
DIRECT ALL INQUIRIES TO  
OUR LOCAL DISTRICT OFFICE.

**VENDOR #OP015107**

**ORDER NO. 304953701**

**DATE: 11/30/09**

REQUESTOR:

ACCOUNT:

PROJECT SITE:

BR #: 503

PRIM

Rotunda

1. The subcontract documents consist of this Subcontract Agreement and the following:
  - a. SimplexGrinnell General Conditions, seven (7) pages, which will take precedence and govern over terms contained in subcontractors proposal.
    - Start date: 11/15/09
    - Complete Date: 01/30/10
  - b. Invoicing Instructions, one (1) page.
  - c. Subcontractors Proposal dated 10/29/09, one (1) page.
  - d. Application and Certificate for Payment, three (3) pages.
  - e. Supplement "C", one (1) page.
2. Subcontractor shall furnish all labor and material and perform all work necessary to install fire alarm equipment, including but not limited to:
  - a. All necessary wire, junction and/or back boxes and accessory hardware.
  - b. Equipment as furnished by SimplexGrinnell.
  - c. Assist SimplexGrinnell with testing as required.
  - e. Accurate as-built information
3. Subcontractor shall perform all work required by this Agreement for the Firm Fixed Price of \$ 100,000.00, and this Agreement shall not be revised unless by change notice. The price shown includes all applicable costs for taxes, permits and insurance requirements.
4. SPECIAL CONDITIONS:
  - a. Within ten (10) days from the date of this order, furnish 100% Performance Bond and 100% Payment Bond to SimplexGrinnell , 50 Technology Drive, Westminster, MA 01441 - attention Contract Administration.

**NO PAYMENTS WILL BE MADE UNDER THIS ORDER UNTIL ALL ACCEPTABLE BONDS - DOCUMENTATION - HAVE BEEN RECEIVED.**

## SIMPLEXGRINNELL GENERAL CONDITIONS

### 1.01 GENERAL:

This document supplies the general conditions between SimplexGrinnell LP, hereinafter called "SimplexGrinnell", and the Subcontractor, hereinafter called the "Contractor", for the subject project.

In the context of these general conditions, the term "Work" is defined as the entire effort described in the Contract documents, including Work which is reasonably required to produce a finished project, whether or not all details are specifically described or shown in the drawings or specifications.

### 1.02 SCOPE:

A. General: The Contractor shall incorporate all mechanical, structural and finish Work inside and out as called for in the project plans and specifications to furnish a complete and operable system. This shall include all labor and material, transportation, apparatus, scaffolding, tools, fuel, energy, light, etc., whether or not specifically called for in the plans and specifications.

B. Mechanical Work: The Contractor shall include all new Work and all modifications to existing Work to furnish a complete and functioning system. All pipes, conduits, ducts, wire, etc., not being reused or reconnected shall be properly removed, closed-up or studded off as applicable.

C. Storage: The Contractor shall provide on-site, weather-protected storage space approved by the architect or owner, for new material delivered to the job site (i.e. trailers, temporary sheds or other approved means). The Contractor shall be responsible for materials stored at the site prior to installation.

### 1.03 WORKMANSHIP:

A. Intent: A complete system and everything properly incidental thereto in the Contract Documents shall be furnished, and details of installation must be in strict conformance with the specifications and drawings and of good Workmanship and quality. What may be called for in the plans and not in the specifications or vice versa shall be binding in either case as if the same has been called for in both. The failure to show details shall not warrant the omission of anything necessary for the proper completion of the Work. Unless otherwise specified, each Contractor shall supply all labor and material, transportation, apparatus, fuel, energy, light scaffolding, tools, etc., necessary for the entire proper and substantial completion of this Work, and shall install, maintain and protect the same.

B. Quality: Workmanship shall be in strict conformance with the specifications and drawings and of good Workmanship and quality. All installations and applications shall conform to manufacturer's specifications.

### C. Installation Methods and Materials:

1. Wire and Cable: Wire and Cable shall be a type listed for its intended use by an approval agency acceptable to the Authority Having Jurisdiction (AHJ) and shall be installed in accordance with the appropriate articles from the current approved edition of the National Electrical Code (NEC) (NFPA 70). Special attention is to be paid to the classification of circuits (i.e. power limited vs. non-power limited) and to the particular electrical characteristics of the cable and wire for its circuit application.

2. Contractor Responsibility: It is Contractor's responsibility to obtain from SimplexGrinnell written instructions regarding the appropriate wire/cable to be used for this installation. No deviation from the written instruction shall be made by Contractor without the prior written approval of SimplexGrinnell. If Contractor installs wire/cable not in accordance with the above requirements, then Contractor shall be responsible for all resulting damages and consequences including, but not limited to, replacement of the improper wire/cable at no cost to SimplexGrinnell.

When project specifications allow reuse of any or all existing wire, cable and/or conduit systems, it shall be the Contractor's responsibility to ensure that these items meet all requirements of the aforementioned conditions.

In the event of a conflict between the project specifications and the SimplexGrinnell installation material requirements, it shall be the Contractor's responsibility to immediately advise SimplexGrinnell in writing of this discrepancy. SimplexGrinnell shall provide the Contractor with a timely written response.

### 1.04 CONTRACT DOCUMENTS:

A. The Contract Documents consist of the Purchase Order, these General Conditions, any Supplemental Conditions, the drawings and specifications, including all addenda and alterations made in the documents prior to their execution, the prime Contract between SimplexGrinnell and its customer, and any other document specifically incorporated by reference. Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all. In case of discrepancies between the Contract Documents, the Purchase Order and these SimplexGrinnell General Conditions shall take precedence over all other documents, specifications shall take precedence over drawings, and large scale details shall take precedence over small scale details and drawings. In the absence of dimensions, consult SimplexGrinnell; do not scale drawings. Any discrepancies between the

Contract Documents shall be called to the attention of SimplexGrinnell before bids are submitted and before proceeding with the Work. The failure of SimplexGrinnell to require strict conformance with any Contract requirement shall not constitute a waiver of the particular requirement or any other Contract requirement.

B. If required by SimplexGrinnell, and prior to the commencement of any Work, the Contractor shall prepare and submit to SimplexGrinnell for review complete plans and specifications detailing the Work and materials to be supplied hereunder. SimplexGrinnell shall review such plans and specifications and make comments in writing. The Contractor shall obtain any and all necessary governmental approvals of such plans and specifications prior to the commencement of any Work hereunder. Copies of all permits shall be provided to SimplexGrinnell.

#### 1.05 CONTRACTOR RESPONSIBILITIES:

A. Contractor agrees that all Work shall be performed in strict accordance with the project schedule and all modifications thereto. Contractor agrees to furnish SimplexGrinnell, on demand, all information necessary for SimplexGrinnell to develop and update the project schedule, including, but not limited to, information relating to purchase orders and delivery schedules for Contractor's materials.

B. Time is of the essence in the performance of this Contract. Contractor fully understands the contractual commitment to proceed with diligence and to supply a sufficient quantity of skilled labor and equipment to maintain the project schedule provided by SimplexGrinnell. If in SimplexGrinnell's opinion a sufficient Work force is not provided, the Contractor shall Work on premium time, at Contractor's own expense, to such extent as is necessary to maintain the project schedule provided by SimplexGrinnell.

C. If Contractor is not proceeding with diligence and in such a manner as to satisfactorily complete the Work within the project schedule, SimplexGrinnell may invoke the Takeover provisions of Article 1.17 of this Contract.

D. If, as a result of flood, fire, earthquake, Act of God, war strikes, picketing, boycott, lockouts or any other cause beyond SimplexGrinnell' reasonable control, SimplexGrinnell determines to postpone prosecution of the Work, the Contractor shall, upon receipt of written notice from SimplexGrinnell immediately discontinue further Work until such time as SimplexGrinnell advises the Contractor to resume the Work, which the Contractor shall promptly do upon receipt of written notice from SimplexGrinnell. The Contractor hereby releases and discharges SimplexGrinnell from any liability for damages or expenses which may be caused to or sustained by the Contract or by reason of such cessation of Work. SimplexGrinnell shall be under no obligation to protect the Contractor's Work, materials, tools, equipment or facilities. The Contractor shall bear all risks of loss or damage thereto, by whatever cause inflicted, until the Work is accepted by SimplexGrinnell.

E. Should the project or Contract documents stipulate compliance with Prevailing Wage requirements, it shall be the Contractor's responsibility to comply with and to furnish SimplexGrinnell certified payroll reports substantiating proper wages paid.

#### 1.06 EXAMINATION OF SITE AND DOCUMENTS:

The Contractor, before submitting his proposal, shall visit the site and examine for himself all conditions and limitations which affect the Contract. He shall carefully examine all Contract Documents. Titles and subdivisions in these documents are for convenience and are not a part of the Contract, and no real or alleged errors in arrangement of matter shall be reason for omission or duplication by any Contractor.

#### 1.07 BUILDING PERMITS, FEES AND INSPECTION:

The Contractor shall provide all permits, and arrange all required inspections and approvals as required by all governing building, fire and health departments, necessary for occupancy and final operation of the facility, except that SimplexGrinnell shall be responsible for requesting all approvals from the Authority Having Jurisdiction.

#### 1.08 CODES AND REGULATIONS:

A. The Contractor shall install all Work in strict accordance with all governing codes and regulations at no additional cost to SimplexGrinnell. The Contractor shall comply with all federal, state, municipal, and local laws, codes, regulations, and ordinances applicable to the Work to be performed hereunder, including, but not limited to, the National Electrical Code and regulations regarding occupational health and safety. Furthermore, the Contractor and its employees shall be subject to all safety rules promulgated by SimplexGrinnell, and the Contractor shall be responsible for the acts or omissions of its employees, or of any other entity within its control, in this regard. The Contractor shall indemnify and hold SimplexGrinnell harmless against all fines, prosecution, or other damage suffered if SimplexGrinnell is cited for a violation of any law, rule, or regulation where the condition or practice giving rise to such action against SimplexGrinnell is caused by or under the control of the Contractor.

B. The Contractor shall not proceed with any Work not in conformance with all governing codes and regulations including, but not limited to, applicable safety rules.

#### 1.09 SUBSTITUTION OF MATERIALS AND "OR EQUAL":

Substitute Sheet: If in the opinion of the Contractor a substitute material or method is advisable involving an add or subtract to the cost, he may list same on a substitute sheet stating the amount of add or subtract. This may be enclosed with the bid. No substitution shall be made without approval, in writing, from SimplexGrinnell.

1.10 CHANGES IN SCOPE OF WORK:

A. Any time before completion and final acceptance of the Work, SimplexGrinnell may, by written order, direct the Contractor to make any additions, deletions, changes, or alterations in the Work, provided however, that no such revisions shall be made, and no payment therefore shall be made, unless the same is directed by SimplexGrinnell through the issuance of a written change order before the commencement of the changed Work. The change order shall fully set forth changes, if any, to be made in the scope of Work, the Contract price and the time for completion.

B. Should Contractor install or construct work, which constitutes a change from the scope of Work, without written authorization from SimplexGrinnell, Contractor shall, if requested by SimplexGrinnell, remove such changed Work and install the Work in accordance with the Contract documents at Contractor's sole cost and expense. Contractor shall also be responsible for all costs and damages caused by any delay.

C. No payment shall be due Contractor for changed Work until SimplexGrinnell has received payment for the changed Work from the project owner.

1.11 BONDS:

The Contractor shall furnish to SimplexGrinnell 100% performance and 100% payment bonds before the commencement of Work. These bonds shall be on a form in conformance with Standard AIA Subcontractor's Performance and Payment Bonds. The cost of these bonds is included in the Contract price. No payment will be made to Contractor prior to SimplexGrinnell's receipt of the required bonds.

1.12 TAXES:

The Contractor shall include all local and state taxes for labor and materials as quoted on his bid proposal.

1.13 PAYMENT:

A. SimplexGrinnell shall make monthly payments in arrears on account of the Contract Price. Each monthly payment shall be made within seven (7) days of receipt by SimplexGrinnell of payment from its client and (i) the Contractors Pay Estimate Form and (ii) Lien Waivers as hereinafter provided.

The amount of each monthly payment shall be (i) that percentage of the Contract Price which is equal to the percentage of the Work which was performed in the month prior as verified by the Contractor Pay Estimate Form attached, (ii) less 10%, or the maximum retention allowed by law, whichever is less.

B. Together with each request for a progress payment, as well as the request for final payment, the Contractor shall furnish SimplexGrinnell with Lien Waivers covering the Work and materials pertaining to such request.

By acceptance of any and all payments received by him, the Contractor agrees to indemnify and save harmless SimplexGrinnell and its subsidiaries from all claims made by Subcontractors, laborers, Workmen, mechanics, material-men and furnishers of machinery, equipment, power tools and all other supplies utilized in the Work and of the performance for which the Contractor is being paid hereunder.

C. Progress payments may be withheld on account of (i) defective Work, (ii) liens or claims filed, (iii) failure of Contractor to make timely payments to subcontractors, sub-subcontractors or to others for labor, materials or equipment furnished, (iv) damage to another Contractor, or (v) unsatisfactory prosecution of the Work by Contractor, or (vi) failure of SimplexGrinnell's client to make payment to SimplexGrinnell.

D. No payment shall be due the Contractor until the Contractor has provided:

(i) Insurance certificates to SimplexGrinnell as proof of the required insurance coverage in accordance with Article 1.14.

(ii) Acceptable Performance and Payment Bonds in accordance with Article 1.11.

(iii) Acceptable Schedule of Values and Construction Schedule.

(iv) Certified Payroll Reports in accordance with the project requirements.

(v) Lien waivers in accordance with subsection B, above.

E. No final payment shall be due the Contractor until:

(i) The Contractor has provided "as-built" drawings, acceptable to SimplexGrinnell, its client, the Owner, and all governmental bodies and agencies having jurisdiction, in accordance with Article 1.23.

(ii) The Contractor has assigned or otherwise made available for the benefit of SimplexGrinnell, all warranties and guarantees in favor of the Contractor which cover any of the Work, materials, supplies, or equipment furnished pursuant to the Contract.

(iii) The Contractor has provided final Lien Waivers covering all of the Work.

(iv) The Contractor has completed all Work, including all change order Work, in accordance with the Contract documents and all Work has been accepted by SimplexGrinnell.

(v) SimplexGrinnell has received its final payment.

F. The Contractor agrees that moneys received for the performance of this Contract shall be used for labor, material and equipment entering into the Work and said moneys shall not be diverted to satisfy obligations of the Contractor on other Contracts.

G. No payment made under this Contract shall be conclusive evidence of the performance of this Contract by the Contractor either wholly or in part and no payment including final payment shall be construed to be an acceptance by SimplexGrinnell of defective or unsatisfactory Workmanship, materials and/or equipment.

H. To the fullest extent permitted by law, The Contractor hereby agrees to indemnify and hold harmless SimplexGrinnell from any cost, charge, or claim incurred because of any lien placed on the project by Contractor, any of Contractor's Subcontractor's, sub-tier Subcontractors or suppliers. Contractor shall be responsible for and pay all costs necessary to remove such liens. This provision 1.13 H shall survive termination, completion of this Contract or final payment.

1.14 INSURANCE:

Until the Notice of Acceptance is issued by SimplexGrinnell, the Contractor shall maintain, at its expense, the following types of insurance issued by companies acceptable to SimplexGrinnell covering the Work.

A. COMMERCIAL GENERAL/COMPREHENSIVE LIABILITY POLICY

Bodily Injury:  
\$500,000 each occurrence,  
\$1,000,000 aggregate

Property Damage:

\$250,000 each occurrence or a Combined Single Limit (CSL) of \$1,000,000 Bodily Injury and Property Damage.

**The policy must include:**

- 1.) Premises-Operations Liability coverage.
- 2.) Products/Completed Operations coverage.
- 3.) Contractual Liability coverage.
- 4.) Independent Contractors coverage.
- 5.) Broad Form Property Damage coverage.
- 6.) Personal Injury Liability coverage.
- 7.) All coverage must be on an Occurrence basis. Claims Made coverage will not be acceptable.
- 8.) If any Work is to be performed below the surface of the ground, coverage must be extended to include protection against property damage caused by explosion (including blasting), collapse of structures, and damage to underground pipes and utilities. (This is known as "XCU" coverage)

B. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

\$1,000,000 aggregate is required for all engineering/design/certification Work.

C. AUTOMOBILE LIABILITY POLICY

Bodily Injury: \$500,000 per person, \$1,000,000 per accident.

Property Damage: \$250,000 per accident or a Combined Single Limit (CSL) of \$1,000,000 Bodily Injury and Property Damage.

The policy must include coverage for Any Autos, Hired Autos and Non-Owned Autos.

D. WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY POLICY

1. Workmen's Compensation Insurance - Statutory, State Requirements.
2. Employer's Liability Insurance - \$100,000.

E. MEDICAL AND DISABILITY BENEFITS POLICY

For Sole Proprietors and Partners without employees.

F. CERTIFICATE OF INSURANCE AND CANCELLATION:

Certificates of Insurance showing evidence of coverage as called for herein and naming SimplexGrinnell as an additional insured shall be filed with SimplexGrinnell prior to commencement of construction. These certificates shall contain a provision that coverage

afforded under the policies will not be canceled or materially altered until at least thirty (30) days after written notice is given to SimplexGrinnell.

G. Contractor assumes full responsibility for all loss or damage from any cause whatsoever to any tools owned by its employees and/or Contractor, any tools, machinery, equipment or other motor vehicles owned or rented by Contractor, his agents, Subcontractors, material-men or their employees; and any other damages caused through their own negligence.

#### 1.15 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless SimplexGrinnell from and against any and all claims for damages or bodily injury, sickness, disease, or death or damage to personal property (other than the Work itself) and any losses and expenses, including but not limited to attorneys fees, caused, in any part, by the Work performed by or material provided by the Contractor or its employees, agents or subcontractors. The Contractor's obligation, to the fullest extent permitted by law, is to defend, at its sole cost and expense, itself, SimplexGrinnell, and their representative employees, agents, owners, officers, and customers against any and all claims or causes of action caused by or related to the Contractor's Work, and to pay the loss for which Contractor is deemed responsible in whole or in part in negligence or otherwise. This provision shall survive completion of the Work.

#### 1.16 LIENS AND CLAIMS:

A. The Contractor shall promptly pay prior to delinquency all bills for all charges, in connection with the Work, and shall keep the property free from any materialmen's or mechanic's liens and claims or notices in respect hereto, and failure to do so shall constitute failure of performance under this Contract. Notwithstanding anything herein to the contrary, in order to protect SimplexGrinnell from all claims and liens of whatsoever nature, it is agreed that the Contract Price shall not become due and payable until the labor, materials, tools, equipment, facilities, rentals of equipment, transportation, fees and permits, taxes and all other charges, without limitation by the foregoing enumeration, in connection with the Work have been fully paid. If required by SimplexGrinnell, receipted bills and releases therefore showing payment in full shall be furnished by the Contractor to SimplexGrinnell. Notwithstanding anything herein to the contrary, SimplexGrinnell shall not be required to make any payments to the Contractor unless the Contractor's rate of progress, Work done and materials furnished are satisfactory to SimplexGrinnell and as herein agreed upon, and unless the balance due Contractor after any such payment would be sufficient to satisfy all obligations of the Contractor for labor, materials, equipment, taxes, etc., furnished or to be furnished by the Contractor under this Contract.

B. In the event that the Contractor fails to pay and discharge when due any bills or obligations of any kind of nature whatsoever incurred by the Contract or by reason of or fulfillment of this Contract, whether or not a lien or notice of lien has been filed or may be filed with respect thereto, SimplexGrinnell, at its option but without being obligated to do so, may pay all or any part of such bills or obligations, in which event such payments will be deemed a credit against the payment of the Contract Price.

#### 1.17 EVENTS OF DEFAULT/TAKEOVER:

A. In the event the Contractor shall at any time when this Contract is in effect be adjudicated a bankrupt, make an assignment for the benefit of creditors, commit any act of insolvency or fail to pay promptly when due all bills and charges for labor, materials, and rental of equipment used in the performance of this Contract or required by this Contract to be paid, and/or in the event of the Contractor's failure to perform promptly each and every substantial obligation required hereunder, SimplexGrinnell, upon three (3) days written notice to the Contractor may, without prejudice to any other right or remedy afforded by law, equity or this Contract, take over the Work or any separable part thereof, and complete the same, or have the right, for the purpose of completing the Work, to take possession of all drawings, materials, tools, and appliances belonging to the Contractor, (and for such purpose this Contract shall be construed as an assignment by the Contractor to SimplexGrinnell of said drawings, materials, tools and appliances).

B. It is agreed that the Contractor shall commence and at all times carry on, perform, and complete this Contract to the full and complete satisfaction of SimplexGrinnell, the Architect/Engineer, and the Owner. It is specifically understood and agreed that in the event SimplexGrinnell shall at any time be of the good faith opinion, after consulting with the Contractor, unless the Contractor is not available, that the Contractor is not proceeding with diligence and in such a manner as to satisfactorily complete the Work within the project schedule, as modified from time to time, or if the Contractor shall fail to correct, replace, or re-execute faulty or defective Work done or materials furnished under this Contract as required by SimplexGrinnell, then SimplexGrinnell shall have the right after a three (3) calendar day notice confirmed in writing, unless such notice is not practical under the circumstances or the delay would cause harm to the progress of the project, to take over the Work and to complete same at the cost and expense of the Contractor, without prejudice to SimplexGrinnell's other rights or remedies for any loss or damage sustained. In the event of an emergency involving risk of loss or injury to person or property, arising prior to an actual takeover, SimplexGrinnell may take appropriate action to mitigate such emergency and may charge Contractor for all costs incurred in such mitigation. Previous demands made on Contractor not followed by a takeover shall not be deemed a waiver of SimplexGrinnell's right to do so.

C. Any such takeover shall not constitute or be construed as a waiver by SimplexGrinnell of any action, claim or demand SimplexGrinnell may have against the Contractor by reason of injury or damage resulting to SimplexGrinnell because of the Contractor's failure of performance hereunder. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price shall exceed the expense of SimplexGrinnell in finishing the Work, including compensation for additional managerial, administrative and legal expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to SimplexGrinnell upon demand by SimplexGrinnell. If it should become necessary for either party hereto to resort to legal action or arbitration to enforce this Contract, the non-prevailing party shall pay all reasonable legal fees and other expenses incurred by the prevailing party.

D. The term "failure of performance" as used herein includes, but is not limited to, failure to deliver shop drawings, samples, and other data required by SimplexGrinnell, and failure to begin the Work by the Commencement Date and to diligently prosecute the same to completion and acceptance by SimplexGrinnell.



1.18 DISCREPANCIES OR OMISSIONS:

Should the Contractor find discrepancies in or omissions from the drawings or specifications, or should he be in doubt as to their meanings, he shall at once notify SimplexGrinnell and shall not proceed without full clarification.

1.19 PROTECTION OF THE WORK:

The Contractor agrees to exercise all normal and reasonable precautions to protect his Work and all property placed under his control or in his custody against loss and/or damages resulting from theft, fire, vandalism, the elements, or otherwise. In the event such damage or loss occurs prior to inspection and acceptance of the Work by SimplexGrinnell, the Contractor shall repair or replace same at his own cost and expense. SimplexGrinnell shall not be responsible for any loss thereof or damage thereto.

1.20 SUPERINTENDENCE:

The Contractor shall give his personal superintendence and direction to the performance of this Contract, and he shall keep a competent superintendent constantly on the Work until it is completed. The superintendent shall have full authority to act for the Contractor in all matters pertaining to this Contract and the Work.

1.21 WARRANTY

A. The Contractor warrants all materials and Workmanship for a period of one year from the date of final acceptance unless a longer period is specified elsewhere within these Contract Documents.

B. In addition to the foregoing, and not by way of limitation, the Contractor agrees to repair or replace, to the satisfaction of SimplexGrinnell and all governmental or regulatory authorities or agencies having jurisdiction, any of the Work or materials judged to be defective or unacceptable for any reason.

C. Should the Contractor refuse or neglect to proceed at once with the correction or replacement of rejected or defective materials and/or Workmanship after receiving notice to do so, it is agreed that SimplexGrinnell shall have the right and power to have the defects remedied, or changes made, at the expense of the Contractor. The Contractor agrees to pay SimplexGrinnell, on demand, all costs and expenses paid or incurred by SimplexGrinnell in remedying such defects or making such changes, together with interest at the maximum rate permitted by law until paid.

1.22 CLEANING UP AND FINAL PREPARATION:

In general, when the Work is completed, all cleaning and preparation of occupancy shall be done by the Contractor. During the progress of the job, each trade shall be responsible for cleaning up his own dirt and debris and removing it from the site.

1.23 AS-BUILT DRAWINGS:

The Contractor shall retain one (1) set of plans to be identified as "as-built" drawings. Any changes to the Work caused by field conditions or SimplexGrinnell approved Change Orders shall be highlighted together with appropriate notations on the set of documents retained for "as-built" drawings. Upon acceptance of the Work, the Contractor shall deliver the "as-built" drawings to SimplexGrinnell.

DELIVERY OF ACCURATE AS-BUILT DRAWINGS MUST BE MADE PRIOR TO RELEASE OF FINAL PAYMENT.

1.24 SUBCONTRACTORS AND EMPLOYEES:

A. SimplexGrinnell reserves the right to reject any subcontractor or subcontract-subcontractor, materialman or laborer and thus preclude such person from executing any part of the Work. The Contractor agrees that he will be responsible for the acts and omissions of subcontractors and their employees to the same extent that he is responsible for the acts and omissions of persons directly employed by him. If any employee or subcontractor of the Contractor causes a breach of the peace or disturbance in and around the property or is otherwise unfit for or unskilled in the Work assigned to him, SimplexGrinnell may require that the Contractor replace said employee or subcontractor within twenty-four (24) hours of written notice thereof to the Contractor.

B. The Contractor agrees to bind every subcontractor and sub-subcontractor to, and every subcontractor and sub-subcontractor agrees to be bound by, the terms of the Contract Documents so far as same is applicable to their respective Work. Nothing contained herein, or in any statute or governmental regulation, shall obligate SimplexGrinnell to pay or see to the payment of any moneys to any subcontractor, sub-subcontractor or materialman, or to pay or assure the withholding or payment of any taxes, or other payroll deductions required by law to be withheld from wages of employees of the Contractor of any subcontractors or sub-subcontractor. The Contractor shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the Work any person unfit for or not skilled in the Work assigned to him. The Contractor shall designate an individual to be its authorized on-site superintendent, which designee must be approved by SimplexGrinnell, which approval will not be unreasonably withheld. However, the foregoing shall not be construed or be interpreted that SimplexGrinnell in any way interferes with the Contractor's right to hire and fire his employees, assign duties to them, fix their Working hours, wages or terms and conditions of employment, which right shall be absolute.

C. It is the continuing policy of SimplexGrinnell that any of SimplexGrinnell employees not accept employment, gifts or other consideration from any of SimplexGrinnell' vendors or Contractors. The Contractor agrees that it shall not employ any employees of SimplexGrinnell, nor grant an employee of SimplexGrinnell any compensation, gift for consideration, within the one-year period

immediately following SimplexGrinnell' acceptance of the Work. Breach of the terms of this provision shall be considered a material breach of the terms of this Contract.

1.25 INTERPRETATION:

A. If the Contractor be a partnership or corporation, all words in this Contract referring to the Contractor shall be read as though written in the plural or in the neuter gender, as the case may be.

B. This Contract and all of its terms and provisions shall be interpreted and construed according to the law of the Commonwealth of Massachusetts. Should any clause, paragraph or other part of this Contract be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other clauses, paragraphs or parts of this Contract shall nevertheless remain in full force and effect.

1.26 TERMINATION:

Anything to the contrary herein notwithstanding, SimplexGrinnell, in its sole discretion, may terminate this Contract at any time by giving at least three (3) days prior written notice of such termination to the Contractor. Upon termination of this Contract, the Contractor shall be entitled to payment for Work finished and installed by him and accepted by SimplexGrinnell, subject to whatever claims or offsets SimplexGrinnell may have against the Contractor; and subject to the provisions herein, the Contractor shall, upon termination of this Contract, forthwith peaceably and quietly, surrender to SimplexGrinnell the property and all facilities, machinery and equipment furnished by or belonging to SimplexGrinnell, or any of its affiliated companies.

1.27 NOTICE:

Any notice provided under this Contract served in writing upon the parties shall be deemed served and effective:

A. if personally delivered to an authorized representative of the appropriate party, upon actual delivery, or

B. if mailed by certified or registered U.S. Mail, postage prepaid, to the appropriate party at the address set forth in this Contract or to such other address as the parties hereto may designate in writing, upon posting.

1.28 COMMENCEMENT DATE, COMPLETION OF WORK, LIQUIDATED DAMAGES:

A. Subject to the provisions of this Contract, the Work (and the labor and materials comprising it) shall commence on the date established in the Contract between SimplexGrinnell and SimplexGrinnell's Customer and shall be considered complete and accepted by SimplexGrinnell only when it has been inspected and approved in writing by an authorized representative of SimplexGrinnell. The Contractor shall formally submit a notice of substantial completion to SimplexGrinnell requesting a final inspection.

B. If SimplexGrinnell is charged with delay damages or liquidated damages due to late performance by Contractor, Contractor shall immediately indemnify SimplexGrinnell for all such losses, including all costs and attorney fees.

1.29 ASSIGNMENT RIGHTS:

No right or interest in this Contract or in any payments to be made hereunder may be assigned or transferred without the prior written consent of SimplexGrinnell. All claims for monies due or to become due from the Contractor shall be subject to deduction by SimplexGrinnell for any setoff or backcharge arising out of this or any other Contract with Contractor.

1.30 HAZARDOUS MATERIALS:

SimplexGrinnell is not aware of any hazardous materials or conditions at the jobsite. Should any such hazardous materials or conditions be encountered, the Contractor shall immediately stop all Work in the vicinity of such hazardous condition or that could disturb such hazardous materials and shall immediately provide written notice to SimplexGrinnell and the Owner.

1.31 GENERAL ARBITRATION CLAUSE:

A. The parties to this Contract hereby agree to submit any and all claims that do not exceed \$150,000.00, arising from or relating to the performance of this Contract to binding arbitration, before a single arbitrator, at the American Arbitration Association office nearest the Work site, in accordance with the Construction Industry Rules of the American Arbitration Association. Any arbitration award shall be final and binding, and judgment upon the arbitration award may be had in any court having jurisdiction.

If the Contractor's Work has not been completed pursuant to this Contract or as changed or directed by SimplexGrinnell the Contractor shall continue performance of the Work during the pendency of this arbitration.

B. AUTHORITY OF ARBITRATOR

The Arbitrator shall not have the authority to issue an award to either party exceeding \$150,000.00. Moreover, the Arbitrator shall diligently attempt to limit the arbitration duration to no more than two days of hearings. The hearing may only continue a third day upon a determination by the Arbitrator that a third day is necessary in the interest of justice, to allow inclusion of all relevant evidence. In no event shall the Arbitrator have the authority to exceed three days of hearings. The Arbitrator shall limit each party to one full day of presentation time which may be utilized for direct or cross-examination, and the introduction of evidence.

The Arbitrator shall schedule the hearings to conclude not more than 45 days after the date the Arbitrator is appointed.

The Arbitrator may make any award or fashion any remedy that is just and equitable in the opinion of the arbitrator, subject to the limitations set forth in this arbitration provision. The Arbitrator will award to the prevailing party or parties such sums as are proper to compensate for the time, expense, and trouble of arbitration, including all arbitration costs and fees, and attorney fees.

The Arbitrator may permit the parties to submit opening and closing briefs, and the parties may, if both parties agree, submit the entire case to the Arbitrator on the record, without hearings. The Arbitrator shall issue findings of fact and conclusions of law with the award.

#### C. PARTIES TO ARBITRATION

Any arbitration arising out of or relating to this Contract may include, by consolidation, joinder, or in other manner, any additional persons or entities not a party to this Contract whom either party to this Contract believe to be substantially involved in a common question of law or fact relating to this Contract and who can be joined to the proceeding, by agreement or otherwise.

#### D. FAILURE TO APPEAR

This arbitration agreement is self-executing. If any party refuses or neglects to appear at or participate in arbitration proceedings after reasonable notice, the arbitrator shall proceed ex parte to decide the controversy in accordance with the evidence that is presented by the party or parties who participate.

#### E. DISCOVERY

Not later than 15 days prior to the first hearing date, all parties shall provide all other parties with the names of their witnesses, and a summary of their expected testimony. Moreover, each party shall provide copies of all documents they intend to offer into evidence. Except for purposes of impeachment, the Arbitrator shall not allow into evidence or consider, any document that was not provided, or allow the testimony of any witness that was not disclosed.

1.32 WAIVER: If SimplexGrinnell waives any right, or fails to demand certain performance from the Contractor, such waiver shall not constitute a waiver of any future performance, or prevent the enforcement of obligations previously waived.

1.33 SAVINGS CLAUSE: In the event any part or clause of this Agreement is found to be void or unenforceable, the remaining terms of the Agreement shall remain in full force and effect.

**EXHIBIT "G"**

**CONTRACT ADMINISTRATION  
SCOPE OF WORK QUESTIONNAIRE**

1. E/O # \_\_\_\_\_ 2. Line # \_\_\_\_\_
3. Vendor Name \_\_\_\_\_ 4. Vendor # \_\_\_\_\_
5. Project Name \_\_\_\_\_ 6. District Name / No. \_\_\_\_\_
7. Subcontractor contact \_\_\_\_\_ Phone \_\_\_\_\_
8. Subcontractor start date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ and complete date \_\_\_\_ / \_\_\_\_ / \_\_\_\_.
9. Any penalty charges for late completion? Yes \_\_\_ No \_\_\_ If yes, how much? \$ \_\_\_\_\_
10. Type of system: \_\_\_ Fire Alarm \_\_\_ Telecommunications \_\_\_ Intercom/Clock \_\_\_ Nurse Call  
 \_\_\_ Pro Audio \_\_\_ Security \_\_\_ CCTV \_\_\_ Intrusion \_\_\_ Access \_\_\_ Other (type) \_\_\_\_\_
11. The Subcontractor is going to provide the following:

TASK	YES	NO	IF NOT, WHO WILL?
a. Conduit			
b. Wire			
c. Junction boxes			
d. Accessory Hardware (connectors, nuts, screws, etc.)			
e. Furnish labor			
f. Install equipment			
g. Connect the equipment			
h. Make final connection at the panel			
i. Provide as-built drawings			
j. Assist SimplexGrinnell during testing			
k. Cutting, patching, painting			

12. Are the following items included in the Subcontractors Proposal price?  
 Taxes: Yes \_\_\_ No \_\_\_ Fees: Yes \_\_\_ No \_\_\_ Permits: Yes \_\_\_ No \_\_\_ Bonds: Yes \_\_\_ No \_\_\_
13. Does the project require Prevailing Wages? Yes \_\_\_ No \_\_\_  
 Are Certified Payroll Records required? Yes \_\_\_ No \_\_\_
14. Specification date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Drawing date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_
15. Addenda numbers: \_\_\_\_\_ Alternate pricing: \_\_\_\_\_

## **EXHIBIT “H”**

### **Invoicing Instructions**

Many contractors do not follow the invoicing instructions as noted in the upper right hand corner of the SimplexGrinnell purchase order form and also omit full supporting data and other important information. These problems may result in **delayed payments**.

#### **TO AVOID A DELAY IN PROCESSING YOUR INVOICE:**

1. Each invoice must:
  - a. Identify the project for which services are rendered.
  - b. SHOW THE SIMPLEXGRINNELL PURCHASE ORDER NUMBER.
  
2. Progress Billing Only:
  - a. Indicate period covered
  - b. Apply Retainage
  - c. Include Lien Waivers with each invoice
  - d. Submit an original invoice for total Retainage after Final Acceptance
  
3. The **original** of each invoice **must** be mailed to:

SIMPLEXGRINNELL  
50 TECHNOLOGY DRIVE  
WESTMINSTER, MA 01441  
ATTN: ACCOUNTS PAYABLE
  
4. Send a duplicate copy to the local district office

ATTN: Name of district representative

**EXHIBIT "B"****SUBCONTRACTOR INSURANCE REQUIREMENTS**

1) All subcontractors hired to do installation work, supervision of installation and/or testing for SimplexGrinnell, must carry insurance conforming to the following minimum requirements. When project requirements exceed these minimums, subcontractors must comply with the project requirements.

<u>TYPE</u>	<u>LIMITS</u>
<b>General Liability (must include the following)</b>	<b>\$ 1,000,000</b>
1. Premises - Operations	
2. Products/Completed Operations	
3. Contractual Liability	
4. Independent Contractors	
5. Broad Form Property Damage	
6. Personal Injury Liability	
7. "XCU" Coverage (if applicable)	
<b>Automobile Liability</b>	<b>\$ 1,000,000</b>
1. Bodily Injury (BI)	
\$500,000 per person	
\$1,000,000 per accident	
2. Property Damage (PD)	
\$250,000 per accident or a	
combined single limit (CSL)	
3. Coverage for Any Auto, Hired Auto	
and Non-Owned Autos	
<b>Workers Compensation</b>	<b>Statutory, per State requirements</b>
1. Employers Liability	<b>\$ 100,000</b>
<b>Professional Liability</b>	<b>\$ 1,000,000</b>
(Only required for engineering/ design/certification work)	
<b>Umbrella (Excess Liability)</b>	As necessary to meet the above limits or project requirements.
<b>Business Personal Property</b>	Retail value of equipment stored
Required if SimplexGrinnell materials are stored in the contractors warehouse or place of business	
<b>Medical and Disability benefits</b>	Copy of Policy
Required for Sole Proprietors and Partners	
a) All coverage must be on an Occurrence basis. Claims Made coverage is not acceptable.	
b) Certificates of Insurance showing evidence of coverage as called for above must be filed with SimplexGrinnell prior to commencement of any work naming SimplexGrinnell as certificate holder.	
2.) If a subcontractor's proposal to SimplexGrinnell includes: installation labor, supervision of installation, testing on site, the furnishing of installation materials or the furnishing of the equipment to be used in the installation, and if any combination of the above exceeds \$50,000.00, the subcontractor shall be required to provide a 100% Performance Bond and 100% Payment Bond. The subcontractor's proposal must state that their cost to SimplexGrinnell includes the cost of bonds and that these bonds shall be sent to SimplexGrinnell Time Reorder Company, Contract Administration, within ten (10) days of the purchase order issuance.	
3.) Automobile liability limit of \$500,000 (including \$500,000 bodily injury (B1) per accident will be accepted for proposals with a total contract value (including labor, testing and materials) of \$20,000 or less.	

# Section VI

## Other Informational Material



5/22/2017

## 12. Other Informational Materials

Our team understands the RFP requires the following:

Section 2 - Solicitation Requirements, Information and Instructions to Offerors

2.11.2 Part I A – Technical Proposal

### **Section VI – Other Information Materials**

Vendors must include any other applicable reference material in this section clearly cross referenced with the proposal.

#### ***12.1 Exceptions to Terms and Conditions***

Our team understands the RFP requires the following:

#### **2.14 Offeror Exceptions to Terms and Conditions**

The Lead State discourages exceptions to contract terms and conditions in the RFP, attached Participating Entity terms and conditions (if any), and the NASPO ValuePoint Master Agreement Terms and Conditions. Exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Lead State (and its evaluation team), the proposal appears to be conditioned on the exception or correction of what is deemed to be a deficiency or unacceptable exception would require a substantial proposal rewrite to correct. Any exceptions to the cost schedule will not be accepted.

Offerors should identify or seek to clarify any problems with contract language or any other document contained within this RFP through their written inquiries about the RFP using the process in Section 2.1.

Moreover, Offerors are cautioned that award may be made on receipt of initial proposals without clarification or an opportunity for discussion, and the nature of exceptions would be evaluated. Further, the nature of exceptions will be considered in the competitive range determination if one is conducted. In the sole discretion of the Lead State, Exceptions may be evaluated to determine: the extent to which the alternative language or approach poses unreasonable, additional risk to the state; is judged to inhibit achieving the objectives of the RFP; or whose ambiguity makes evaluation difficult and a fair resolution (available to all offerors) impractical given the timeframe for the RFP. Exceptions may result in a Proposal being rejected as nonresponsive and the Lead State is under no obligation to consider exceptions.

*SimplexGrinnell does not have any exceptions to NASPO Value Point Terms and Conditions included in this proposal.*

#### ***12.2 Certification of Non-Debarment***

Our team understands the RFP requires the following:

#### **2.15 Certification of Non-Debarment**

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



5/22/2017

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

***Does any of the above apply to your company?***

<b>YES</b>	<b>X</b>	<b>NO</b>	
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If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

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

Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. Refer generally to NRS 333.335.

The Offeror certifies that neither the Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Offeror cannot certify this statement, attach a written explanation for review by the Lead State.

*To the best of our knowledge and information, neither SimplexGrinnell LP, as a corporate entity, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in NASPO Value Point Master Agreement by any governmental department, any federal, state or municipal public agency.*

5/22/2017

## 13. NASPO ValuePoint Master Agreement Statement of Compliance

### ***13.1 Statement That All Of The Terms And Conditions As Shown In The Master Agreement Were Read And Understood***

Our team understands the RFP requires the following:

Section 4: Administrative and Technical Response Requirements

#### **4.2 NASPO ValuePoint Master Agreement Statement of Compliance**

NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.

The Master Agreement will include, but not be limited to, the NASPO ValuePoint Standard Terms and Conditions in ***Attachment A*** and Lead State specific terms and conditions required to execute a master agreement, the scope of work (***Attachment B***) and selected portions of the Offeror's Proposal.

This section highlights particular terms and conditions of NASPO ValuePoint Master Agreement Terms and Conditions, although Offerors will be bound to all the terms and conditions when executing a Master Agreement as shown in ***Attachment A***. Offerors must include a statement in their Proposal that they have read and understand all of the terms and conditions as shown in the Master Agreement (***Attachment A***).

#### **Amendment 2**

13. Does the statement pertaining to 4.2 NASPO Statement of Compliance, 4.2a Insurance, 4.2b NASPO ValuePoint Administrative Fee and Reporting Requirements, 4.2.c NASPO ValuePoint eMarket Center all go in section 2?

Yes

*SimplexGrinnell has read and understands all of the Terms and Conditions included in Master Agreement - Attachment A.*

#### ***13.2 Master Agreement***

*Our team has attached an addendum to NASPO terms. This proposed addendum includes additional terms related to potential central monitoring services. Our team requests NASPRO select one of the following alternatives:*

- *Adopt these terms as an addendum to the NASPO terms included in this RFP. If NASPO accepts this option we request the inclusion of these terms as a separate pricing tab for each end user NASPO sale.*
- *Or, if the terms are not adopted, we request removal of the central monitoring scope of work if we are awarded a NASPO agreement.*



Westminster, MA 01441 U.S.A.

## Monitoring Service Agreement Instructions and Explanation List

### SUBSCRIBER'S NAME:

The *Subscriber's legal* name. If a business, this would be the name as indicated on the business license. Also include name of the building or premise if the Subscriber is a commercial property manager.

### MONITORING ACCOUNT #

The account number (location address code) given to you by the Monitoring Center.

### UL ACCOUNT:

Is the fire or burglar alarm listed with Underwriters Laboratories?

### ADDRESS:

This must be the street address of the monitored premises, along with any additional address information such as Suite or Building #. Post office boxes cannot be allowed for obvious reasons. If a separate address or P.O. Box is used for billing purposes, please provide where indicated.

### CITY:

City, Township, etc. where the Subscriber is located.

### STATE:

State in which Subscriber is located.

### ZIP:

Zip code in which Subscriber is located.

### CUSTOMER NUMBER/SEQUENCE:

The eight digit number assigned to this customer in the SimplexGrinnell billing system, along with the four digit Sequence Number which identifies the monitoring unit created for this account.

### PREMISE TELEPHONE #

Subscriber's phone number. Used to verify alarm signals and to contact subscribers in the event of alarm malfunction.

### PREMISE FAX #

Subscriber's fax number, if appropriate.

### CROSS STREET:

Authority having jurisdiction often asks for the nearest cross street in order to expedite dispatching of emergency response personnel.

### TOWNSHIP:

Many jurisdictions require the township as well as the city name prior to dispatching the authorities.

### MAILING ADDRESS:

Subscriber's mailing address if it is different from the premise address.

### ACCOUNT TYPE:

Fire  Burglary  Medical  Elevator  National Account  
 Critical Condition

### CONTACT / CALL LIST (RESPONSIBLE PARTIES):

Premises # will be called prior to contact list.

### NAME:

Responsible parties' names in the order in which they are to be called. Names listed should be persons who can shut off the alarm system and if necessary respond to the premises when notified of an alarm activation by the Monitoring Center.

### PHONE #

Phone number at which the responsible party can be contacted by the Monitoring Center. This is presumed to be a residence phone number unless otherwise noted.

### PASS CODE / ABORT CODE (10 CHARACTER LIMIT):

This can be a number, word, or combination of letters and numbers. It is a secret code selected by the Subscriber to confirm that the user is authorized to access account information, place the system on test and verify false alarms. All security alarm monitoring accounts must have a Pass Code; Pass Codes on fire alarm monitoring accounts are recommended but not required. On fire alarm accounts, the monitoring account number will function as the Pass Code if one is not selected by the Subscriber.

### LOCAL EMERGENCY DISPATCH NUMBERS:

List telephone number, including area code, of correct local emergency dispatch authority/agency (Police, Fire Department, 911, etc.) Be sure to verify that the Subscriber is located within the jurisdiction of the agency given. The number should be the 24-hour emergency dispatch number, not the administrative office.

### COMMUNICATOR:

Manufacturer's name and type of dialer (DACT) used.

### MODEL #

Model number of dialer (DACT) used.

### INTRUSION PANEL MODEL #

Example: 3001, 3007, etc.

### FORMAT REPORTING:

Check appropriate box or write in specific type of communications format to be used by the dialer (DACT).

### TIME ZONE:

EST, CST, MST, PST.

### AUTOMATIC TEST TIMER INTERVAL:

The interval between Automatic Timer tests, i.e. 24 hours (Daily), Weekly, Monthly or None.

### ACTIVITY REPORTS:

Computer generated reports of all account activity, including Open/Close signals if applicable, which are to be sent periodically to the customer. Specify whether reports are to be sent monthly or weekly.

### NUMBER OF PARTITIONS:

A "partition" is a group of devices or points that are monitored in the central station and assigned an account number that makes it unique. Typically this "partition" is a building on a multi-building campus setting.

### CODE TRANSMITTED:

Codes transmitted by the alarm system dialer to the Monitoring Center, i.e. 1, 2, 3, 31, 32, etc., depending on the electronic communications format used. It is necessary to list all code information to be used by the dialer.

### PROTECTED AREA:

Description of area the alarm zone would cover, i.e. Front Door, Warehouse, etc. on a security alarm. Please note that although you may have the resolution code list, be sure to always include the description of that zone in order to assure accuracy.

### AUD / SIL:

Check appropriate box.  
AUD=Audible Alarm; SIL=Silent Alarm

### TERMS OF THIS AGREEMENT:

Terms of customer payment.

### METHOD OF CUSTOMER PAYMENT:

Credit card information.

### SPECIAL INSTRUCTIONS (IF REQUIRED):

Please note as specifically as possible any special instructions on how alarm activations are to be handled by the Monitoring Center if they differ in any way from normal dispatch and notification procedures. Example: "Call customer premise first to verify before dispatching on alarms received during normal business hours."

### OPENING AND CLOSING SIGNALS:

On security alarm systems only, dialers can be programmed to send a signal to the Monitoring Center each time the system is disarmed (opening signal) or armed (closing signal).

### OPEN / CLOSE - LOG ONLY:

All opening and closing signals received by the Monitoring Center are logged in the account's activity history, but no action is taken by an operator.

### OPEN / CLOSE - SUPERVISED:

The monitoring center will call on any opening or closing signals which are received outside of the scheduled "window" for the account.

### WINDOW:

If the Subscriber's business will be reporting Open/Close signals from a security alarm system which are to be supervised by the monitoring center, the default time set for the "window" is 60 minutes. The window works as follows: If a business is scheduled to open at 0800 and has a 60 minute window, the business will receive a call from the monitoring center for an Early Open if the system is disarmed prior to 0700. If the business does not open by 0900, the Monitoring Center will call on a No Open received. If the business is scheduled to close at 1700, but remains open (alarm system is not armed) past 1800, the Monitoring Center will call on the No Close Received.

### DISPATCH PERMIT #

Required by some authorities prior to dispatch.

### STATE LICENSE #

Include SimplexGrinnell State License # on this form, if applicable. Some states require this number to be printed on all correspondence. Check state and local jurisdiction laws or codes as they pertain to your area.

### DISTRICT #

This would normally be the district office listing number.

### COMPLETED BY:

Name of person completing form.

### DATE:

Date form was completed and signed.

### MAINTENANCE AGREEMENT COVERAGE CODE:

Insert technical support response code for contract response services.

### ANNUAL MONITORING FEE:

Write in the dollar amount to be billed to the customer on an annual basis.

### SUBSCRIBER / AUTHORIZED SIGNATURE:

This acknowledges Subscriber's agreement to pay the Annual Monitoring Fee, as well as Subscriber's agreement to be bound by the Terms and Conditions set forth by SimplexGrinnell on the reverse side of the Monitoring Service Agreement form.



# Monitoring Service Agreement

Westminster, MA 01441 U.S.A.

U.L. Acct.

Subscriber's Name \_\_\_\_\_ Monitoring Account # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Customer No. / Sequence \_\_\_\_\_

Premise Phone # (\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_ Cross Street \_\_\_\_\_

Township \_\_\_\_\_ Mailing Address \_\_\_\_\_

Account Type:  Fire  Burglary  Medical  Elevator  National Account  Critical Condition

**CONTACT/CALL LIST (Responsible Parties): Premises # will be called prior to contact list.**

Name	Phone #	Pass/Abort Code (10 character Limit)

**LOCAL EMERGENCY DISPATCH NUMBERS (Must be 24-HR)**

Fire Dept. (Local)	(____) _____ . _____	Paramedics (Local)	(____) _____ . _____
Police Dept. (Local)	(____) _____ . _____	Other:	(____) _____ . _____

Communicator (dialer) type \_\_\_\_\_ Model # \_\_\_\_\_ Intrusion Panel Model # \_\_\_\_\_

Format Reporting:  3 x 1  3 x 1 EXT  4 x 2  BFSK  Contact ID  Per Point \_\_\_\_\_

Time Zone \_\_\_\_\_ Automatic Test Timer Interval (Daily, Weekly, Monthly or None) \_\_\_\_\_

This account to receive periodic activity reports on the following basis:  Weekly Reports  Monthly Reports

Alarm System Dialer Programming/Set-up Information: \_\_\_\_\_ Number of Partitions: \_\_\_\_\_

Code Transmitted	Protected Area	AUD	SIL	Alarm Type

**TERMS OF THIS AGREEMENT ARE**

Time and Material  Price Not to Exceed \$ \_\_\_\_\_  Fixed Price of \$ \_\_\_\_\_

DEPOSIT \$ \_\_\_\_\_ BALANCE DUE \$ \_\_\_\_\_ AMEX  MC/VISA  Discover

CARD HOLDER: \_\_\_\_\_ CREDIT CARD # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Special Instructions (if required): \_\_\_\_\_

This account will be programmed to send opening and closing signals (security alarm systems only)  YES  NO

Type of Open / Close Monitoring to be provided: Open / Close Log Only Monitoring  Supervised Open / Close Monitoring

Daily schedule for supervised open/close monitoring:

Daily	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Opening time							
Closing time							
Window*							

Holidays Closed: \_\_\_\_\_

\*All supervised accounts will be assigned a 60 minute time window for scheduled openings and closings. If subscriber requests a longer or shorter time window, please specify.

**SHADED AREA TO BE FILLED OUT BY SIMPLEXGRINNELL**

Dispatch Permit # \_\_\_\_\_

State License # \_\_\_\_\_ District# \_\_\_\_\_ Completed by \_\_\_\_\_ Date \_\_\_\_\_

Maintenance Agreement Coverage Code: \_\_\_\_\_

Term of Agreement: The initial term of this Agreement shall be for a period of \_\_\_\_\_ year(s) beginning on the Date of Agreement and shall self-renew for successive periods of 1 year thereafter under the same terms and conditions except for the price, which shall be increased to the applicable price in effect at the renewal date, unless either party gives the other written notice of cancellation at least thirty (30) days prior to the expiration of a term. It is agreed that SimplexGrinnell shall not be responsible to provide Monitoring Services under this Agreement unless and until the communication link between Subscriber's premises and SimplexGrinnell's Monitoring Center has been tested.

**IMPORTANT NOTICE REGARDING YOUR LEGAL RIGHTS:** The Terms and Conditions on the reverse side are an important part of this Agreement and may affect your legal rights. Among other things, these terms significantly limit SimplexGrinnell's liability should an event occur that this service is designed to detect. By signing this Agreement you acknowledge that you have read, acknowledge, and agree to be legally bound by all Terms and Conditions of this Agreement.

Annual Monitoring Fee \$ \_\_\_\_\_

Subscriber/Authorized Signature: \_\_\_\_\_ SimplexGrinnell Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed: \_\_\_\_\_ Printed: \_\_\_\_\_

## TERMS AND CONDITIONS

1. Introduction. Subscriber has contracted with SimplexGrinnell for monitoring services at the location indicated on the front side of this Agreement.
2. SimplexGrinnell's Duties. Subscriber agrees and acknowledges that SimplexGrinnell's sole and only obligation under this Agreement shall be to monitor signals sent by various media including, but not limited to, telephone lines, cellular devices, satellite technology, and radio telemetry and received by means of a protective system (hereinafter "System") and to respond thereto by notifying the party (or parties) identified by Subscriber. Upon receipt of a protective system signal, SimplexGrinnell shall WITHOUT WARRANTY attempt to notify the party (or parties) that has been identified by Subscriber as the proper party to notify under the circumstances encountered.
3. Waiver of Warranty; Exculpatory Clause. Subscriber understands that SimplexGrinnell offers several levels of protection services and that the level described has been chosen by Subscriber after considering and balancing various levels of protection afforded and their related costs. IT IS UNDERSTOOD AND AGREED THAT: SIMPLEXGRINNELL IS PROVIDING A SERVICE DESIGNED TO REDUCE THE RISK OF LOSS; THAT SIMPLEXGRINNELL IS NOT AN INSURER; THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY SUBSCRIBER COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE; THE PAYMENTS HEREUNDER ARE BASED SOLELY ON THE VALUE OF THE MONITORING SERVICES AS DESCRIBED HEREIN AND ARE UNRELATED TO THE VALUE OF ANY OF SUBSCRIBER'S PROPERTY, OR THE PROPERTY OF OTHERS LOCATED AT SUBSCRIBER'S LOCATION, THE VALUE OF WHICH IS KNOWN ONLY BY SUBSCRIBER; THAT SIMPLEXGRINNELL IS NOT LIABLE FOR LOSSES CAUSED BY THE MALFUNCTION OR NON-FUNCTION OF THE SYSTEM OR EQUIPMENT OR THE MONITORING, REPAIRING, SIGNAL HANDLING OR DISPATCHING SERVICES EVEN IF DUE TO SIMPLEXGRINNELL'S NEGLIGENCE OR FAILURE TO PERFORM. SIMPLEXGRINNELL MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES OR EQUIPMENT SUPPLIED WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICES OR EQUIPMENT ARE DESIGNED TO DETECT. SIMPLEXGRINNELL MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, THAT THE EQUIPMENT SUPPLIED, OR ANY HARDWARE, SOFTWARE OR NETWORKS USED IN CONNECTION WITH THE SYSTEM SHALL CORRECTLY HANDLE THE PROCESSING OF DATES BEFORE AND AFTER DECEMBER 31, 1999, OR THAT THE SERVICES HEREUNDER SHALL ENSURE SUCH CORRECT DATE HANDLING.
4. Third Party Indemnification. Since the parties agree that Subscriber retains the sole responsibility for the life and safety of all persons on its premises, and for protecting against losses to its own property and the property of others located on its premises, Subscriber agrees to indemnify, defend, and hold harmless SimplexGrinnell, its officers, employees, agents, subcontractors, suppliers, or representatives, from and against all claims, lawsuits, and losses, including attorneys' fees, by persons not a party to this Agreement, alleged to be caused by the improper operation of the system, whether due to malfunctioning or nonfunctioning of the system or the negligent performance or nonperformance of the monitoring services or other installation, maintenance, or other services by SimplexGrinnell or its officers, employees, agents, subcontractors, suppliers, or representatives. Additionally, Subscriber agrees to list SimplexGrinnell, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insured on all insurance policies in effect on the premises.
5. Limitation of Liability; Liquidated Damages. SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF SIMPLEXGRINNELL TO PERFORM ANY OF ITS OBLIGATIONS OR SERVICES HEREIN, INCLUDING, BUT NOT LIMITED TO, MONITORING SERVICES, INSTALLATION OR MAINTENANCE, THE FAILURE OF THE EQUIPMENT (SYSTEM) TO OPERATE PROPERLY, BY ACTIVE OR PASSIVE NEGLIGENCE, OR BY FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, BECAUSE OF AMONG OTHER THINGS: (A) THE UNCERTAIN AMOUNT OR VALUE OF SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT AT THE MONITORED LOCATION WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE EQUIPMENT (SYSTEM) AND/OR SERVICES IS DESIGNED TO DETECT; (B) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDIC UNIT, PATROL SERVICE OR OTHERS, SHOULD ANY OF THESE PARTIES BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING; (C) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY SIMPLEXGRINNELL'S FAILURE TO PERFORM OR BY ITS EQUIPMENT'S FAILURE TO OPERATE; OR (D) THE UNCERTAIN NATURE OF OCCURRENCES WHICH MIGHT CAUSE INJURY OR DEATH TO SUBSCRIBER OR ANY OTHER PERSON. THEREFORE, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IF ANY LOSS OR LIABILITY IS ALLEGED AGAINST SIMPLEXGRINNELL, IRRESPECTIVE OF CAUSE, INCLUDING, BUT NOT LIMITED TO, WHETHER THE LOSS OR LIABILITY IS CAUSED BY SIMPLEXGRINNELL'S OWN NEGLIGENCE, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL MONITORING FEE OR TWENTY FIVE HUNDRED (2500.00) DOLLARS, WHICHEVER IS LESS. THIS SUM SHALL BE PAID AND RECEIVED AS EITHER (1) LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (2) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SIMPLEXGRINNELL'S SOLE AND EXCLUSIVE LIABILITY. UNDER NO CIRCUMSTANCES SHALL SIMPLEXGRINNELL BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR GENERAL, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE IN EXCESS OF SUCH AMOUNT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO REAL OR PERSONAL PROPERTY, LOSS OF PROPERTY OR REVENUE, COST OF CAPITAL, COSTS OF PURCHASED OR REPLACED GOODS, OTHER ECONOMIC LOSS HOWEVER OCCASIONED, AND WHETHER ALLEGED AS CAUSED BY THE INSTALLATION, REPAIR, DESIGN, SALE, LEASE, OR FAILURE OF THE MONITORING EQUIPMENT OR SERVICE OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BREACH OF WARRANTY OR NEGLIGENCE, ACTIVE, PASSIVE, JOINT, SEVERAL OR OTHERWISE, STRICT LIABILITY, TORT, OR OTHERWISE BY SIMPLEXGRINNELL, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUPPLIERS, OR REPRESENTATIVES. Subscriber agrees to obtain insurance coverage adequate to protect Subscriber's interest in light of the limitation of liability stated in this Agreement. If subscriber wishes SimplexGrinnell to increase the amount of the above limitation of liability or liquidated damages, Subscriber may inquire about obtaining an increase to this amount in exchange for the payment of an additional monthly charge, but such additional monthly charge shall not be construed to mean that SimplexGrinnell is an insurer or to relieve Subscriber of the sole responsibility to obtain and maintain insurance. The foregoing shall survive the termination or expiration of this Agreement. SimplexGrinnell assumes no responsibility for any loss in excess of such amount.
6. Subscriber's Duties. In addition to Subscriber's duty to indemnify, defend, and hold SimplexGrinnell harmless as provided above: (a) Subscriber shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by SimplexGrinnell during the term of this Agreement. Subscriber shall be solely responsible for testing the System for accurate date handling capabilities, and for maintaining such capabilities. Subscriber agrees that it is responsible for any losses or damages due to malfunction, miscommunication, or failure of Subscriber's system to accurately handle, process, or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Subscriber's premises of signal or data transmission through any media, Subscriber shall notify SimplexGrinnell immediately. If space/interior protection (i.e., ultrasonic, microwave, infrared, etc.) is part of the System, Subscriber shall walk test the system in the manner recommended by SimplexGrinnell. (b) When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other source of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Subscriber shall notify SimplexGrinnell. (c) Subscriber shall notify SimplexGrinnell regarding any remodeling or other changes to the protected premises that may affect operation of the System. (d) Subscriber shall cooperate with SimplexGrinnell in the installation, operation, and maintenance of the system and agree to follow all instructions and procedures which may be prescribed for the operation of the System, the rendering of services and the provision of security for the premises. (e) Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing, and service charges of telephone lines connecting Subscriber's premises to SimplexGrinnell. Subscriber acknowledges that alarm signals from Subscriber's premises to SimplexGrinnell are transmitted over Subscriber's telephone service and that in the event the telephone service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Subscriber's alarm system will not be received by SimplexGrinnell during any such interruption in telephone service and the interruption will not be known to SimplexGrinnell. Subscriber agrees that in the event the equipment or system continuously transmits signals reasonably determined by SimplexGrinnell to be false and/or excessive in number, Subscriber shall be subject to the additional costs and fees incurred by SimplexGrinnell in receiving and/or responding to the excessive signals.
7. Authorized Personnel & Emergency Information. Subscriber agrees to furnish forthwith a written list of the names, addresses and telephone numbers of all persons authorized to enter or remain on Subscriber's premises and/or that should be notified in the event of an alarm. Subscriber agrees to provide all changes, revisions and modifications to the above to SimplexGrinnell in writing in a timely manner. Subscriber shall furnish to SimplexGrinnell certain emergency information and shall keep it current by providing SimplexGrinnell with any changes in writing, providing the required identifying information in a timely manner.
8. Assignees and/or Subcontractors of SimplexGrinnell. SimplexGrinnell shall have the right to assign this Agreement in whole or in part to any other person, firm, or corporation and shall have the further right to subcontract any surveillance, monitoring, maintenance, patrol, emergency response, or other services which it may be required to perform hereunder. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to SimplexGrinnell's maximum liability and third party indemnification, shall inure to the benefit of and are applicable to any assignees and/or subcontractors of SimplexGrinnell, and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to SimplexGrinnell.
9. Assignment by Subscriber. Subscriber acknowledges that the sale or transfer of Subscriber's premises shall not relieve Subscriber of duties and obligations under this Agreement unless SimplexGrinnell agrees in writing to the transfer of the Agreement.
10. Taxes, Fees, Fines, Licenses, and Permits. (a) Subscriber agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. SimplexGrinnell shall have the right, at any time, to pass along to Subscriber any increases in the monthly charges which hereafter may be imposed on SimplexGrinnell by utility or government agencies relating to the service(s) provided under the terms of this Agreement, and Subscriber hereby agrees to pay the same. (b) Subscriber agrees to assume all responsibility for any false alarms or signals given by the protective equipment. Subscriber will indemnify, pay and defend SimplexGrinnell and its authorized contractors and hold each of them harmless from and against any responsibility or liability for payment of associated fines, penalties or other costs. (c) Subscriber shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Subscriber fails to maintain any required licenses or permits, SimplexGrinnell shall not be responsible for performing the services and may terminate the services with notice to Subscriber.
11. Increase in Service Charges. SimplexGrinnell shall have the right to increase the Service Charges provided for herein by giving Subscriber thirty (30) days written notice in advance of the effective date of such increase. Charges for time and materials services are based upon SimplexGrinnell's service rates in effect at the time of the service, and are subject to change without notice.
12. Delay or Interruptions. SimplexGrinnell assumes no liability for delay in the installation of the System or for interruption of monitoring services due to strikes, riots, floods, storms, earthquakes, fire, power failures, insurrections, interruption of availability of telephone, cable, cellular, satellite, or radio service or service through any other medium, malfunction or unavailability of the system related to date handling problems, irrespective of cause, acts of God, or for any other cause beyond the control of SimplexGrinnell, and will not be required to provide installation or other services to Subscriber while interruption of service due to any such cause may continue. SimplexGrinnell assumes no liability for delay of installation or services due to non-cooperation of the Subscriber or his agents in providing access to that area of installation or service on any device or devices of the Subscriber or of others to which SimplexGrinnell's equipment is attached.
13. Outside Charges. Subscriber understands and accepts that SimplexGrinnell specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including, but not limited to, fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Subscriber, whether requested or not and whether such entities were correctly or incorrectly notified by SimplexGrinnell, its agents, or subcontractors.
14. Default/Termination. In the event Subscriber fails to pay any amount, Subscriber abuses the equipment or the use of the monitoring facility, Subscriber fails to comply with any of the terms and conditions hereof, Subscriber makes an assignment for the benefit of creditors, an order for relief is entered against Subscriber under any chapter of the National Bankruptcy Code, as amended, a receiver or trustee is appointed for all, or substantially all, the assets of Subscriber, or there is a dissolution or termination of existence of Subscriber, or if Subscriber is in default under this Agreement and such default continues for ten (10) days after SimplexGrinnell gives Subscriber written notice of such default, in addition to any other remedies provided by law, SimplexGrinnell may pursue any one or more of the following remedies, which are cumulative and nonexclusive: (a) Terminate all services subscribed for hereunder by giving ten (10) days written notice to Subscriber, without terminating this Agreement, and recover all amounts due to SimplexGrinnell; (b) Take possession of all SimplexGrinnell owned equipment wherever situated and for such purpose enter upon Subscriber's property without liability for so doing; (c) By notice to Subscriber, declare immediately due and payable all moneys to be paid by Subscriber during the Primary Term or, if the Primary Term has then expired, declare immediately due and payable all moneys to be paid during any Renewal Term then in effect, and Subscriber shall thereupon be obligated to pay such moneys to SimplexGrinnell immediately. Subscriber shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by SimplexGrinnell on account of such default including all court costs and reasonable attorneys' fees. The waiver by SimplexGrinnell of a breach of any obligation of Subscriber shall not be deemed a waiver of such obligation or any subsequent breach of the same or any other obligation. The subsequent acceptance of payment hereunder by SimplexGrinnell shall not be deemed a waiver of any prior existing breach, regardless of SimplexGrinnell's knowledge of such prior existing breach at the time of acceptance of such payments.
15. One Year Limitation on Actions. It is agreed that no suit or cause of action shall be brought against SimplexGrinnell more than one (1) year after the accrual of the cause of action therefor.
16. Waiver of Subrogation. Subscriber does hereby for itself and all other parties claiming under it release and discharge SimplexGrinnell from and against all hazards covered by Subscriber's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SimplexGrinnell.
17. Entire Agreement; Modification; Waiver. This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. This Agreement can be modified only in writing, signed by the parties or their duly authorized representatives. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
18. Choice of Law; Venue. The laws of the Commonwealth of Massachusetts shall govern the validity, enforceability and interpretation of the Agreement. It is agreed that any suit or action initiated as a result of this Agreement or in any way arising out of this Agreement or the Monitoring Services to be provided under this Agreement shall be brought in a court of competent jurisdiction within the Commonwealth of Massachusetts.

5/22/2017

## 14. Insurance

Our team understands the RFP requires the following:

Section 4: Administrative and Technical Response Requirements

### 4.2.a Insurance

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 21 of the NASPO ValuePoint Master Agreement Terms and Conditions. Describe your insurance or plans to obtain insurance satisfying the requirements in Section 21.

### Amendment 2

16. Section 4.2.a Insurance says "describe your insurance or plans to obtain insurance satisfying the requirements in Section 21". Where is section 21? What are the insurance requirements?

Attachment A ~ NASPO ValuePoint Master Agreement Terms and Conditions.

*SimplexGrinnell is part of the Johnson Controls organization. Johnson Controls operates around the globe with historical revenues over \$30,000,000,000 annually and operating in more than 150 countries worldwide. Johnson Controls purchases insurance that complies with all applicable regulations, laws, customs, and practices for all US states, territories, possessions, along with most countries in the world. The limits and types of insurance Johnson Controls purchases are in accordance with companies of comparable size.*

### 14.1 Insurance Description

Our team understands the RFP requires the following:

Attachment A – Terms and Conditions

### 21. Insurance

- a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. 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.

- b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

#### 1. Commercial General Liability – Occurrence Form

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

- |   |             |
|---|-------------|
| • General Aggregate                         | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury           | \$1,000,000 |

5/22/2017

- Each Occurrence \$1,000,000
- a. 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".

## 2. Automobile Liability

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

- Combined Single Limit (CSL) \$1,000,000
- a. 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".

## 3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. 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.

## 4. Professional Liability (Errors and Omissions Liability)

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

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. 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 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.

## 5. Network Security (Cyber) and Privacy Liability:

Per Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

- 6. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- c. 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

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- or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- d. 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.
  - e. 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.
  - f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

***The chart below details our ability to meet the insurance requirements set forth in the RFP.***

### ***14.2 Insurance Certificate***

***On the following we have provided a copy of Johnson Controls insurance certificate regarding our insurance capacity.***

RFP #	NASPO VALUEPOINT INSURANCE REQUIREMENT	OUR TEAM CAN COMPLY AS REQUESTED
21.a	a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. 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.	<b>YES</b>



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RFP #	NASPO VALUEPOINT INSURANCE REQUIREMENT	OUR TEAM CAN COMPLY AS REQUESTED
21.b	<p>Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:</p> <p><b>1. Commercial General Liability – Occurrence Form</b>            Policy shall include bodily injury, property damage and broad form contractual liability coverage.</p> <ul style="list-style-type: none"> <li>• General Aggregate \$2,000,000</li> <li>• Products – Completed Operations Aggregate \$1,000,000</li> <li>• Personal and Advertising Injury \$1,000,000</li> <li>• Each Occurrence \$1,000,000</li> </ul> <p>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".</p>	YES
	<p><b>2. Automobile Liability</b>            Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.</p> <ul style="list-style-type: none"> <li>• Combined Single Limit (CSL) \$1,000,000</li> </ul> <p>a. 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".</p>	YES
	<p><b>3. Worker's Compensation and Employers' Liability</b></p> <p><b>Workers' Compensation</b> Statutory</p> <p><b>Employers' Liability</b></p> <ul style="list-style-type: none"> <li>Each Accident \$100,000</li> <li>Disease – Each Employee \$100,000</li> <li>Disease – Policy Limit \$500,000</li> </ul> <p>a. Policy shall contain a waiver of subrogation against the State of Nevada.</p> <p>b. 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.</p>	YES
	<p><b>4. Professional Liability (Errors and Omissions Liability)</b></p> <p>The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.</p> <ul style="list-style-type: none"> <li>Each Claim \$1,000,000</li> </ul>	YES

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RFP #	NASPO VALUEPOINT INSURANCE REQUIREMENT	OUR TEAM CAN COMPLY AS REQUESTED
	Annual Aggregate \$2,000,000  a. 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 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.	
	<b>5. Network Security (Cyber) and Privacy Liability:</b> Per Occurrence \$1,000,000 Annual Aggregate \$2,000,00	YES
	<b>6. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.</b>	YES
21.c	c. 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	YES
21.d	d. 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.	YES
21.e	e. 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.	YES
21.f	f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.	YES



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/30/2016

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

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

<b>PRODUCER</b> Marsh USA Inc. 411 East Wisconsin Avenue Suite 1300 Milwaukee, WI 53202  CN101230596-TycoE-GAWU-16-17	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Johnson Controls, Inc. Tyco International Holding S.a.r.l. (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	<b>INSURER A :</b> Old Republic Insurance Company		NAIC # 24147
	<b>INSURER B :</b> ACE Property and Casualty Insurance Company		20699
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-006849839-01                      **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 308341	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS - COMP/OP AGG \$ INC IN GEN AGG
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			MWTB 308344 (Excludes NH) MWTB 308371 (NH)	10/01/2016 10/01/2016	10/01/2017 10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 7,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ New Hampshire (CSL) \$ 250,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			G28162509 001 MWZX 308372 (NH)	10/01/2016 10/01/2016	10/01/2017 10/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 New Hampshire (CSL) \$ 7,250,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/> Y / <input type="checkbox"/> N <input checked="" type="checkbox"/> N / <input type="checkbox"/> A	MWC 308342 00 (AOS - see page 2) MWXS 308343 (OH & WA)	10/01/2016 10/01/2016	10/01/2017 10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

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

<b>CERTIFICATE HOLDER</b>  Evidence of Insurance	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---

AGENCY CUSTOMER ID: CN101230596

LOC #: Chicago



## ADDITIONAL REMARKS SCHEDULE

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<b>AGENCY</b> Marsh USA Inc.	<b>NAMED INSURED</b> Johnson Controls, Inc. Tyco International Holding S.a.r.l. (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209
<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE:</b>
<b>CARRIER</b>	
<b>NAIC CODE</b>	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

#### WORKERS COMPENSATION:

Workers Compensation "AOS" Policy includes coverage for the following states: AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

#### PRIMARY COVERAGE:

The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

#### WAIVER OF SUBROGATION:

The General Liability, Automobile Liability, Workers Compensation and Employers Liability policies include a waiver of subrogation in favor of the certificate holder and any other person or organization to the extent required by written contract. For Monitoring services, Waiver of Subrogation does not apply.

#### ADDITIONAL INSURED - AUTOMOBILE LIABILITY:

The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

#### ADDITIONAL INSURED - GENERAL LIABILITY:

For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

#### LIMIT OF LIABILITY:

The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to \$1,000,000.

#### LIMIT OF UMBRELLA/EXCESS LIABILITY:

If the primary insurance policies noted on the face of this Certificate of Liability Insurance satisfy the combination of minimum primary limits and minimum Umbrella/Excess Liability limits required by the written contract, the Umbrella/Excess Liability limits shown on the face of this Certificate of Liability Insurance do not apply.

#### NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

This endorsement modifies the notice of cancellation of insurance provided hereunder:

Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advance notice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

#### NAMED INSURED:

Insureds include: Tyco International Management Company, LLC, Tyco Carter Brothers, LLC, CEM Access Systems, Inc., Central CPVC Corporation, Central Sprinkler LLC, Chagrin H.Q. Venture Ltd., Chagrin Highlands Inc., Chagrin Highlands Ltd., Chemguard, Inc., Connect 24 Wireless Communications Inc., Delcon, Inc., Digital Security Controls, Inc., Elpas, Inc., Exacq Technologies, Inc., G-I Great Lakes, A Series of Greenleeds LLC, G-I Mid Atlantic, A Series of Greenleeds LLC, G-I Midwest, A Series of Greenleeds LLC, G-I New York, A Series of Greenleeds LLC, G-I Other Risk Centers, A Series of Greenleeds LLC, Greenleeds LLC, Grinnell LLC, Grinnell Pacific, A Series of Greenleeds LLC, GSF Management Co, LLC, Haz-Tank Fabricators, Inc., Infrared Systems Group, LLC, Integrated Systems and Power, Inc., Master Protection, LP, Qolsys, Inc., Retail Expert, Inc., Scott Figgie LLC, Scott Technologies, Inc., Senelco Iberia, Inc., Sensormatic Asia/Pacific, Inc., Sensormatic Electronics (Puerto Rico) LLC, Sensormatic Electronics, LLC, Sensormatic International, Inc., ShopperTrak International Investment LLC, ShopperTrak RCT Corporation, Shurjoint America, Inc., SimplexGrinnell LP, STI Licensing Corporation, STI Properties, Inc., STI Properties, Ltd., STI Risk Management Co., Tyco Cares Foundation, Tyco Fire & Security LLC, Tyco Fire Products LP, Tyco Integrated Security LLC, Visonic Inc., and WillFire HC, LLC.

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY****ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2**

Named Insured Johnson Controls, Inc., Tyco International Holding S.a.r.l.			Endorsement Number
Policy Prefix MWZY	Policy Number 308341	Policy Period 10/01/16 to 10/01/17	Effective Date of Endorsement
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s):**

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

**Location(s) Of Covered Operations:**

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

GL 289 001 1012

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY****ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A**

Named Insured Johnson Controls, Inc., Tyco International Holding S.a.r.l.			Endorsement Number
Policy Prefix MWZY	Policy Number 308341	Policy Period 10/01/16 to 10/01/17	Effective Date of Endorsement
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s):**

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

**Location And Description Of Completed Operations:**

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

GL 289 002 1012

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## 16. NASPO ValuePoint eMarket Center

### *16.1 How To Support The eMarket Center*

Our team understands the RFP requires the following:

Section 4: Administrative and Technical Response Requirements

#### **4.2.c NASPO ValuePoint eMarket Center**

To be eligible for award, the Offeror agrees, by submission of a Proposal, to cooperate with NASPO ValuePoint and SciQuest (doing business as JAGGAER) (and any authorized agent or successor entity to JAGGAER) to integrate its presence in the NASPO ValuePoint eMarket Center either through an electronic catalog (hosted or punchout site) or unique ordering instructions. Refer to **Attachment A**, Section 9, NASPO ValuePoint Master Agreement Terms and Conditions for the prescribed requirements.

Those terms and conditions require as a minimum that the Offeror agrees to participate in development of ordering instructions. Proposer shall respond how they can support the eMarket Center in the Proposal through either a hosted catalog or punchout solution.

*SimplexGrinnell is willing to participate in the development of Ordering Instructions. The commercial off-the-shelf products we sell can be listed. We are available to work with the eMarket Center team to expand the amount of listed products.*