NASPO ValuePoint
PARTICIPATING ADDENDUM

SECURITY & FIRE PROTECTION SERVICES
Lead by the State of **Nevada**

NASPO ValuePoint

Master Agreement #: 3407

Contractor: **POWERCOMM SOLUTIONS**

Participating Entity: **STATE OF NEVADA**

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

Category 1: Access Control Systems
Category 2: Burglar Alarms
Category 3: Surveillance Services & Equipment
Category 7: Fire Alarm/Protective Signaling Systems

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 ***Nevada***. 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:	Jesse Blanco, Service Manager
Address:	450 Sunshine Lane, Reno, NV 89502
Telephone:	775-772-3317
Fax:	775-626-2126
Email:	jesseb@powercommsolutions.net

Participating Entity

Name:	Ronda Miller
Address:	515 E. Musser St, Rm 300, Carson City, NV 89701
Telephone:	775-684-0182
Fax:	775-684-0188
Email:	rlmiller@admin.nv.gov

4. Participating Entity Modifications Or Additions To The Master Agreement

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

Participating Entity must check one of the boxes below.

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

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

A. Term: The initial term of the Contract will be two (2) years (November 1, 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. Administrative Fee:

- Contractor shall pay a quarterly administrative fee to the State in the form of an electronic funds transfer (EFT) payment. The fee will be payable to the "State of Nevada Purchasing Division." The administrative fee is one percent (1%) and applies to all payments (net of returns, credits, or adjustments) received by the contractor for all products and services provided under the contract during the quarter beginning July 1, 2017, or the date of execution of this amendment, whichever is later.

- All administrative fee payments shall include the contract number on any transmittal document. However, only one contract number shall be entered on a transmittal document. If submitting an administrative fee payment for more than one contract, then a separate electronic payment and associated transmittal document shall be submitted by the contractor for each contract.

- The State will not issue an invoice for the administrative fee owed to the State. It is the responsibility of the vendor to pay the administrative fee with no prompting from the State. Contractor shall pay the quarterly administrative fee within forty five (45) calendar days of quarter end.

- The template for the required Quarterly Administrative Fee & Usage Report outlined below may be downloaded from the Purchasing Division website http://purchasing.nv.gov/vendors/DBINV/. The report must be submitted via email to: NVQtlyReport@admin.nv.gov

C. Quarterly Administrative Fee Report:

Contractor shall complete the Statewide Contract Quarterly Administrative Fee Report to include at a minimum the data element information listed below. The report shall identify total payments (minus returns and credits) received by Contractor from state agencies, the university and community college system, the Legislative Counsel Bureau, political subdivisions, and other authorized entities that were made pursuant to the contract.

Data Element	Description
Customer Name	Name of entity making the purchase—if customer has multiple locations, please use the main entity name.
Customer Type	Indicate the type of entity making the purchase: S=State Agency E=University and Community College P=Political Subdivision O=Other Entity
PO # or Other Authorization Type	Number provided by the customer to authorize the purchase. If purchase was made with a credit card enter P-Card.
Purchase Description	Description of the product or service purchased.
Quantity	Quantities (excluding returns) of products delivered—enter a quantity of one (1) for a service.
Unit Price	Unit price charged (excluding credits) for the product or service purchased.
Total Cost	Total cost of the purchase—quantity delivered x unit price charged.

D. Fee Payment and Report Schedule:

Contractor shall pay the administrative fee quarterly, if owed, and provide the Quarterly Administrative Fee & Usage Report to the Purchasing Division even if no payments are made in a quarter in accordance with the following schedule:

Period End	**Report Due**
March 31	May 15
June 30	August 14
September 30	November 14
December 31	February 14

E. Report Modifications:

The Purchasing Division reserves the right to modify the requested format and contents of the Quarterly Administrative Fee & Usage Report by providing thirty (30) calendar days written notice to Contractor. The Purchasing Division may unilaterally amend the contract, with (30) calendar days written notice to the contractor to change the timing for submission of the Quarterly Administrative Fee & Usage Report. Contractor understands and agrees that if such an amendment is issued by the Purchasing Division, Contractor shall comply with all contract terms, as amended.

F. Timely Reports and Fees:

If the administrative fee is not paid and quarterly report is not received within forty five (45) calendar days of quarter end, then Contractor will be in material breach of this contract.

5. Lease Agreements: Agencies utilizing leasing must follow all rules and regulations within NAC 333 and NRS 333.

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of ***Nevada***, 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.

08/22/2017 SECRETARY-TREASURER

Independent Contractor's Signature Date Independent Contractor's Title

9-5-2017 CPO, NV State Purchasing Administrator

Jeffrey Haag Date Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: 10/10/17
Date

Approved as to form by:

On: 31 Aug 17

Deputy Attorney General for Attorney General Date