**PARTICIPATING ADDENDUM**
**AMENDED AND RESTATED**
**NASPO VALUEPOINT**

**SECURITY AND FIRE PROTECTION SERVICES**

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

# COOPERATIVE PURCHASING MASTER AGREEMENT

**Master Agreement No: NV23-16271**

**Systems Engineering, Inc.**
(hereinafter "Contractor")
and
**State of Washington**
(hereinafter "Participating State")

**WASHINGTON CONTRACT NO.: 24223**

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

## R E C I T A L S

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

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

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

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

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

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

**A G R E E M E N T**

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

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

(a) Category 12: Access Control Systems
(b) Category 13: Burglar Alarm Systems
(c) Category 14: Surveillance Services and Equipment

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

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

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

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

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

- Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;

- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

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

**3. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:**

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

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

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

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

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

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

| QUARTER | FOR SALES MADE IN CALENDAR QUARTER ENDING | CONTRACT SALES REPORT | |
|---|---|---|---|
| | | DUE BY | PAST DUE |
| 1 | January 1 – March 31 | April 30 | May 1 |
| 2 | April 1 – June 30 | July 31 | August 1 |
| 3 | July 1 – September 30 | October 31 | November 1 |

| Quarter | For Sales Made In Calendar Quarter Ending | Contract Sales Report | |
|---|---|---|---|
| | | Due By | Past Due |
| 4 | October 1 – December 31 | January 31 | February 1 |

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

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

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

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

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

- This Washington Contract No.: **24223**
- The NASPO Master Agreement No.: **NV23-16271**
- The year and quarter for which the VMF is being remitted, and
- Contractor's name as set forth in this Contract, if not already included on the face of the check.

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

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

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

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

(a) Wage Violations. Contractor represents and warrants that, during the term of this Participating Addendum and the three (3) year period immediately preceding the award of the Master Agreement it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general

jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46,

49.48, or 49.52.

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

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

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

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

**1. Applicable Policies:**

a. Hydrofluorocarbons (HFCs)-State agencies are directed to purchase products that contain either (1) no HFCs or (2) HFCs with a relatively low Global Warming Potential (GWP) if HFC-free products are unavailable. This includes foam spray, fire suppression and explosion protection, and aerosols including both propellants and solvents. (e.g., aerosols, refrigerants, air conditioners, refrigerators and freezers, insulation and other foam-based building materials, adhesives, cleaning solvents, fire-suppressing agents, coatings, inks, etc.).

b. Nonmercury-Added Products
c. Sustainable Electronics for computers, monitors, servers, TVs

**2. Prohibited Materials and Substances:**

a. Expanded polystyrene (packing peanuts). Washington State Department of Ecology ban started June 1, 2023.
b. Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) in firefighting agents and equipment. RCW 70A.400 prohibits the sale and use of Class B firefighting foam for flammable liquid fires containing intentionally added perfluoroalkyl and polyfluoroalkyl substances (PFAS), a class of organic chemicals containing at least one fully fluorinated carbon atom that are called "forever chemicals" because of their persistence in the environment. The law also requires suppliers of firefighting personal protective equipment to notify purchasers if it contains PFAS.

**3. Green Standards:**

a. Sustainable electronics
   i. EPEAT bronze level or higher required for computers, monitors, TVs, OR Energy Star (most Efficient-certified for computer monitors and TVs)
   ii. GreenScreen Certified products for Firefighting foam products. GreenScreen Certified products certified in a tiered rating system by an independent nonprofit organization, Clean Production Action. GreenScreen Certified products promote the use of preferred chemistry by using the globally recognized GreenScreen for Safer Chemicals suite of tools and are free of Per- and Polyfluoroalkyl Substances (PFAS) and thousands of other chemicals of concern. GreenScreen Certified products include firefighting foam, furniture and fabrics, cleaners and degreasers used in manufacturing, and disposable food service ware.

(f) WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or

factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

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

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

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

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

- Washington Contract Number 24223;
- Lead State Master Agreement Number NV23-16271
- Contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM); and
- Applicable Purchaser's order number.

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

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

(a) WAGE RATES. Contractor, and any subcontractor or other person doing any portion of the work covered by this Participating Addendum, shall not pay any laborer, worker, or mechanic less than the applicable and most current prevailing hourly wage rates and fringe benefits for said worker's classification to all laborers workers or mechanics

who perform any work pursuant to any resulting contract, in conformance with the scope or work description of the Industrial Statistician of the Washington State Department of Labor and Industries. Contractor shall have sole responsibility to ascertain the applicable prevailing rate of wage for such classification, as set forth by the State of Washington for the County in which the work is performed. The applicable prevailing wage rates are set forth on the website for the Washington State Department of Labor and Industries. Prevailing wage rates are updated twice a year, on the first business day in February and August, and take effect thirty (30) days after publication.

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

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

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

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

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

**3.8. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.**

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

(b) TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Enterprise Services may suspend or terminate this Participating Addendum and

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

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

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

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

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

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

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

**FOR FIRE SPRINKLER CONTRACTORS ONLY:**

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

3.10. NONDISCRIMINATION.

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

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

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

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

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

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

**Participating State**

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

**Contractor**

Attn: Roy L. Hayes,Sr.
Systems Engineering, Inc. 21351
Gentry Drive, Suite 100
Dulles, VA 20166
Tel: (571) 434-6943
Email: rhayes@seisecure.com

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

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

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

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

(d) CONTRACT SALES REPORTING. Notwithstanding any provision to the contrary, Contractor shall report to Enterprise Services total contract sales, delineated by purchaser, made by each individual Designated Subcontractor and also report total contract sales, delineated by purchaser, on a consolidated Contractor 'roll-up'

basis. Contractor shall maintain records supporting such reports in accordance with the Master Agreement's records retention requirements.

**7. ORDERS:** Unless the parties to the applicable purchase order agree in writing that another contract or agreement applies to such order, any order placed by a Purchaser for goods/services available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

**8. GENERAL**:

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

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

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

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

**EXECUTED** as of the date and year first above written.

**STATE OF WASHINGTON**
**DEPARTMENT OF ENTERPRISE SERVICES**

By: Michellee M. Jemmott
Michellee Jemmott

Its: IT Procurement Supervisor

Date: 06/04/2026

**SYSTEMS ENGINEERING, INC.**
**A VIRGINIA PROFIT CORPORATION**

By: HAYES.ROY.LEE.SR.1297156183
Digitally signed by HAYES.ROY.LEE.SR.1297156183
DN: cn=HAYES.ROY.LEE.SR.1297156183 c=US o=U.S. Government ou=CONTRACTOR
Reason: I am the author of this document
Location:
Date: 2026-05-18 13:31-04:00

Roy L. Hayes, Sr.

Its: President/CEO

Date: 5-18-2026