

# 791 PURCHASING COOPERATIVE AND VENDOR AGREEMENT

**Between** KeyWarden Systems Partners, LLP  
*(Company Name)*

**with the principal place of business at**

7400 Blanco Rd Ste. 255, San Antonio, TX 78216

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**and**

**791 Purchasing Cooperative  
For  
RFP # 791202603001  
Security Technology Services and Solutions.**

## **General Information**

The Vendor Agreement (“Agreement”) made and entered into by and between 791 PURCHASING COOPERATIVE (hereinafter referred to as “791COOP”) a government cooperative purchasing program authorized by the Central Texas Council of Governments, having its principal place of business 2180 North Main Street, Belton, TX 76513 and ***Company listed at the top of page one*** (hereinafter referred to as “Vendor”) a provider having its principal place of business as listed at the top of page one. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the Solicitation (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor’s proposal.

The following pages will constitute the Agreement between the successful vendors(s) and 791 PURCHASING COOPERATIVE.

## **Terms and Conditions**

### **1. Assignment of Vendor Agreement**

No assignment of the Vendor Agreement may be made without the prior written approval of 791 PURCHASING COOPERATIVE. A simple change of name agreement will not change the Agreement obligations of the awarded vendor.

### **2. 791 PURCHASING COOPERATIVE Contract**

The 791 PURCHASING COOPERATIVE Contract is the final negotiated version of the Vendor's contract that was submitted as part of the **#791202603001 Security Technology Services and Solutions**, as submitted by Vendor and negotiated with 791 PURCHASING COOPERATIVE. The 791 PURCHASING COOPERATIVE Contract will govern all aspects of a sale for Products and/or Services between the Vendor and a 791 PURCHASING COOPERATIVE Participant. 791 PURCHASING COOPERATIVE recognizes that a 791 PURCHASING COOPERATIVE Participant may, in agreement with Vendor, make modifications to the 791 PURCHASING COOPERATIVE Contract to reflect the specific needs of the 791 PURCHASING COOPERATIVE Participant. This modified form will still be referred to as the 791 PURCHASING COOPERATIVE Contract.

Vendor may only use the 791 PURCHASING COOPERATIVE Contract with 791 PURCHASING COOPERATIVE Participants who have agreed to purchase products and services from Vendor through the 791 PURCHASING COOPERATIVE preferred supplier program. If a 791 PURCHASING COOPERATIVE Participant solicits proposals for Products and/or Services under this agreement from Vendor directly and has specifically provided notice that they will not be using 791 PURCHASING COOPERATIVE as their contract vehicle through the 791 PURCHASING COOPERATIVE preferred supplier program, Vendor cannot use the 791 PURCHASING COOPERATIVE Contract to serve the 791 PURCHASING COOPERATIVE Participant. For the avoidance of doubt, if a vendor and a 791 PURCHASING COOPERATIVE Participant, execute a 791 PURCHASING COOPERATIVE Purchase or Products and/or Services under this agreement, the vendor will be obligated to pay 791 PURCHASING COOPERATIVE the participation fee.

To further clarify, the vendor may sell to a 791 PURCHASING COOPERATIVE participant or potential 791 PURCHASING COOPERATIVE participants, which is any governmental or other public entity in Texas through the 791 PURCHASING COOPERATIVE preferred supplier program. If a potential customer is not currently a 791 PURCHASING COOPERATIVE participant, they may join 791 PURCHASING COOPERATIVE by contacting 791 PURCHASING COOPERATIVE at [admin@791COOP.org](mailto:admin@791COOP.org). Awarded vendors are not restricted from responding to any Texas entity that issued a Request for Proposals and has chosen not to use the 791 PURCHASING COOPERATIVE interlocal cooperative method of procurement.

If you identify a Texas public or governmental entity that wants to make a purchase and use a cooperative or interlocal contract and is not a current 791 PURCHASING COOPERATIVE Participant, please have them call the number provided above or email the address above so 791 PURCHASING COOPERATIVE may contact the entity to provide all applicable information.

791 PURCHASING COOPERATIVE will provide awarded vendor's participants packets for this purpose upon request.

**ANY AGREEMENT BETWEEN A 791 PURCHASING COOPERATIVE PARTICIPANT AND VENDOR THAT REQUIRES THE 791 PURCHASING COOPERATIVE PARTICIPANT TO INDEMNIFY ANY OTHER PARTY,**

**EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS, OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE 791 PURCHASING COOPERATIVE PARTICIPANT OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO THE 791 PURCHASING COOPERATIVE PARTICIPANT'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.**

**3. Disclosures**

- a) Vendor affirms that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Agreement.
- b) Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with 791 PURCHASING COOPERATIVE under a 791 PURCHASING COOPERATIVE Agreement if Vendor feels that such possible conflicts of interest exist. If you believe there is a conflict of interest as described in the form CIQ instruction sheet contained in this RFP, please complete and submit the form CIQ provided as instructed.
- c) The vendor affirms that, to the best of its knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

**4. Renewal of Agreements**

The Agreement with 791 PURCHASING COOPERATIVE is for a five (5) year term with three (3) one (1) year options. Any extension of the initial term will be agreed to in writing between 791 PURCHASING COOPERATIVE and Vendor. Nothing herein shall require either party to agree to an extension of the initial term.

**Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with 791 PURCHASING COOPERATIVE Participants Resulting from the Solicitation and with the Vendor Named in this Agreement.**

NO AGREEMENT FOR GOODS OR SERVICES WITH A 791 PURCHASING COOPERATIVE PARTICIPANT BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE 791 PURCHASING COOPERATIVE PARTICIPANT MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE 791 PURCHASING COOPERATIVE PARTICIPANT SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE 791 PURCHASING COOPERATIVE PARTICIPANT FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A 791 PURCHASING COOPERATIVE PARTICIPANT INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE 791 PURCHASING COOPERATIVE PARTICIPANT HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A 791 PURCHASING COOPERATIVE PARTICIPANT AND A 791 PURCHASING COOPERATIVE AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

**5. Invoices**

Vendor is responsible for the invoicing and collection of all funds due from a 791 PURCHASING COOPERATIVE Participant to the Vendor.

**6. Payments**

791 PURCHASING COOPERATIVE member will make payments directly to the Vendor for all funds owed as provided for in the 791 PURCHASING COOPERATIVE Contract.

**7. Pricing**

The price Vendor will charge a 791 PURCHASING COOPERATIVE Participant will be defined in the 791 PURCHASING COOPERATIVE Contract and determined at the time Vendor and a 791 PURCHASING COOPERATIVE Participant makes purchases through this 791 PURCHASING COOPERATIVE Contract. The price Vendor charges a 791 PURCHASING COOPERATIVE Participant will include the 791 PURCHASING COOPERATIVE participation fee.

At no time during the initial term or extended term of this Agreement shall the price charged to a 791 PURCHASING COOPERATIVE Participant exceed the contracted price for **#791202603001 Security Technology Services and Solutions**.

Language like the following will be added to the Representations Section of the Vendor's 791 PURCHASING **#791202603001 Security Technology Services and Solutions**:

“Seller represents that this Agreement, pursuant to the award to (insert vendor's name) as a result of the 791 PURCHASING COOPERATIVE **#791202603001 Security Technology Services and Solutions**, complies with the terms and conditions contained in a separate Purchasing agreement between Seller and 791 PURCHASING COOPERATIVE Participants.”

**8. Participation Fees**

Vendor agrees to pay 791 PURCHASING COOPERATIVE the participation fee, **1.00%** Sales Participation Fee. 791COOP establishes a fee for each solicitation for proposals that is in the best interest of 791COOP and its participants.

- a) The first fee is a **1.00%** percent participation fee for all Agreement sales to 791 PURCHASING COOPERATIVE Participants utilizing a 791 PURCHASING COOPERATIVE awarded the contract. The participation fee will be the total dollars derived from **1.00 %** of total contract volume through this program to 791 PURCHASING COOPERATIVE participants. The participation fee will be included in quotes and invoices between the awarded vendor and 791 PURCHASING COOPERATIVE Participants.
- b) The 791 PURCHASING COOPERATIVE participation fee will not be a provided as a separate line item to the 791 PURCHASING COOPERATIVE Participant. Vendor will remit the participation fee to 791 PURCHASING COOPERATIVE within thirty (30) business days of receipt of the payment for Purchases made under this agreement, which includes the participation fee, from the 791 PURCHASING COOPERATIVE Participant. Failure to pay the participation fee will result in termination of Agreement and 791 PURCHASING COOPERATIVE reserves the right to take any action under the law or equity for any breach of contract.
- c) Prior to delivering a quote to a 791 PURCHASING COOPERATIVE Participant, the awarded vendor(s) will calculate the participation fee for 791 PURCHASING COOPERATIVE to be included in the quote.

**9. Sales Reporting Procedures for Vendor**

Vendor will report all sales under this contract that is made to a 791 PURCHASING COOPERATIVE Participant with the Vendor on a monthly basis. Thus, any order entered in a particular month shall report within thirty (30) business days of the 791 PURCHASING COOPERATIVE Participant issuing a Purchase Order or otherwise purchasing from the vendor under this contract.

**10. Adoption of Agreement by State or Federal Agencies**

Awarded Vendors may present this agreement to State agencies for adoption by any State agency or agencies in all 50 states. Vendor may agree to pay an additional fee to the State Agency. The Awarded Vendor shall continue to pay the Participation fee to 791 Purchasing Cooperative and report these sales to 791 Purchasing Cooperative. Failure for the Awarded Vendor to comply with this section of the agreement will result the in Awarded Vendor being in breach of the agreement and having their agreement with 791 Purchasing Cooperative terminated for cause.

Furthermore, Awarded Vendor may present this agreement to Federal Government Agencies who may adopt this agreement. Participation fees shall continue to be paid and sales reported to 791 Purchasing Cooperative, even if a fee is paid to the approving Federal Agency. Failure for the Awarded Vendor to comply with this section of the agreement will result in the Awarded Vendor being in breach of this agreement and having their agreement with 791 Purchasing Cooperative terminated for cause.

**12. Indemnity**

Vendor agrees to indemnify and hold harmless and defend 791 PURCHASING COOPERATIVE, 791 PURCHASING COOPERATIVE officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to 791 PURCHASING COOPERATIVE Participants under this agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, unless such claims are based in whole upon the negligent acts or omissions of the 791 PURCHASING COOPERATIVE, 791 PURCHASING COOPERATIVE officers, employees, or agents. If based in part upon the negligent acts or omissions of the 791 PURCHASING COOPERATIVE, 791 PURCHASING COOPERATIVE officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

**13. State of Texas Franchise Tax**

By signature hereon, the Vendor hereby certifies that it is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171, Tax Code.

**14. Miscellaneous:**

Nothing in the Agreement or in any other communication between 791 PURCHASING COOPERATIVE and the Vendor may be construed as a guarantee that 791 PURCHASING COOPERATIVE Participants will purchase items and services under this contract from the Vendor at any time.

**15. Termination:**

Contract shall terminate at the end of the agreement or at the end of any contract extensions. Either party may terminate for breach of contract which would include bankruptcy, or due to continued failure to perform the terms in this agreement. Prior to exercising termination for breach, the non-breaching party must provide notice by certified mail to provide the other party 30 days to solve the stated problems. However, if this agreement is terminated prior to the end date of the initial term or the

end date of an agreed to extension term, any 791 PURCHASING COOPERATIVE Purchase Contract entered into between Vendor and a 791 PURCHASING COOPERATIVE Participant shall survive and will not be terminated. Upon termination of this agreement between 791 PURCHASING COOPERATIVE and the Vendor, this agreement shall survive only insofar as to govern all surviving 791 PURCHASING COOPERATIVE Contracts between the Vendor and 791 PURCHASING COOPERATIVE Participants. Termination for convenience is required under 2 CFR part 200.

## **16. Marketing**

A. Cooperative's Marketing Rights. Awarded Vendor grants 791 PURCHASING COOPERATIVE, its Lead Agencies, and their authorized representatives a non-exclusive, royalty-free, irrevocable license for the duration of the Contract (including any renewal periods) to use Vendor's name, logo, trademarks, service marks, trade dress, product images, project photographs, testimonials, case studies, and related branding materials (collectively, "Vendor Marks") in any medium or format, whether now known or hereafter developed, for the purpose of promoting the Contract and the Cooperative's programs. Permitted uses include, without limitation: the 791 PURCHASING COOPERATIVE website and member portal; digital and print marketing materials, newsletters, catalogs, and brochures; social media platforms and email campaigns; conference presentations, trade shows, and sponsored events; press releases and public announcements; awarded-vendor directories and contract listings; and training, onboarding, or informational materials provided to current or prospective Participating Entities. Vendor shall provide publication-ready versions of its logo and approved branding assets within ten (10) business days of Contract award and shall promptly notify the Cooperative of any updates to such materials. 791 PURCHASING COOPERATIVE shall not be required to seek prior approval for individual uses that fall within the scope of this Section, provided such uses do not materially misrepresent Vendor's products or services.

B. Vendor's Marketing Rights. Vendor may use the 791 PURCHASING COOPERATIVE name, logo, and contract identifiers solely to market the awarded Contract to 791 PURCHASING COOPERATIVE Participating Entities, prospective Participating Entities, and other government, public sector, or nonprofit entities eligible to participate under the Cooperative's programs. Vendor shall not alter the 791 PURCHASING COOPERATIVE logo or marks without prior written consent and shall comply with any brand guidelines provided by the Cooperative. All Vendor marketing materials referencing the 791 PURCHASING COOPERATIVE Contract shall clearly and accurately identify the specific contract number, awarded categories, and any applicable limitations on scope. Vendor shall submit marketing materials referencing 791 PURCHASING COOPERATIVE to the Cooperative for review upon request and shall promptly correct or withdraw any materials the Cooperative determines to be inaccurate, misleading, or inconsistent with the terms of the Contract.

C. Joint Marketing and Cooperative Promotion. Vendor agrees to cooperate in good faith with 791 PURCHASING COOPERATIVE on joint marketing efforts, including but not limited to co-branded materials, webinars, product showcases, and member outreach campaigns. Vendor shall designate a marketing point of contact within ten (10) business days of Contract award. 791 PURCHASING COOPERATIVE may feature Vendor in contract-specific promotions, supplier spotlights, and national marketing campaigns directed at eligible Participating Entities across all fifty states and U.S. territories.

D. Survival and Termination of Marketing Rights. The Cooperative's right to reference Vendor as a current or former contract holder in historical listings, case studies, and program summaries shall survive expiration or termination of the Contract. All other marketing rights granted under this Section shall terminate upon expiration or termination of the Contract, provided that materials

already in circulation at the time of termination may remain in use for a period not to exceed ninety (90) days. Upon termination, each party shall cease creating new materials bearing the other party's marks within thirty (30) days of written notice.

E. No Endorsement. Nothing in this Section shall be construed as an endorsement by 791 PURCHASING COOPERATIVE of any specific product, service, or vendor. Vendor shall not represent or imply that the Cooperative endorses Vendor's products or services over those of any other awarded vendor or supplier.

**17. Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

**18. Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by any 791 PURCHASING COOPERATIVE Participant that utilizes this Agreement. 791 PURCHASING COOPERATIVE reserves the right to audit the accounting for a period of four (4) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of four (4) years from the effective date of termination. 791 PURCHASING COOPERATIVE shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by 791 PURCHASING COOPERATIVE. 791 PURCHASING COOPERATIVE shall bear the cost of such audit requested by 791 PURCHASING COOPERATIVE, but all documents maintained by the vendor shall be produced and made available to 791 PURCHASING COOPERATIVE or its agents at no cost.

**19. Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and cause of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. **This Clause includes COVID-19 which is a Declared Pandemic and any future Declared Pandemics.**

**20. Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the 791 PURCHASING COOPERATIVE to a binding arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, be subject to mediation at the request of either party. Non-binding mediation shall be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Bexar County, Texas. Agreements reached in mediation shall be reduced to writing, and signed shall thereafter be enforceable as provided by the laws of the State of Texas.

**21. Choice of Law**

This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

**22. Jurisdiction (Venue) and Service of Process**

Any Proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought to a court of competent jurisdiction in Bexar County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary, and freely bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world.

**23. Alternative Dispute Resolution**

Prior to the filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if non-binding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venues shall be at a location in Bexar County, Texas, or agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.

**24. Acts or Omissions**

The successful vendor will be expected to indemnify and hold harmless 791 PURCHASING COOPERATIVE, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by 791 PURCHASING COOPERATIVE and the vendor.

**25. Contract Governance**

Any contract made or entered into by 791 PURCHASING COOPERATIVE is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, **The Central Texas Council of Governments, as the Lead Agency for** 791 PURCHASING COOPERATIVE, does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

**26. Supplemental Agreements**

The 791 PURCHASING COOPERATIVE Participant entity participating in the 791 PURCHASING COOPERATIVE Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. 791 PURCHASING COOPERATIVE, its agents, 791 PURCHASING COOPERATIVE Participants, and employees shall not be made party to any claim for

breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a vendor submitting a Proposal requires 791 PURCHASING COOPERATIVE and/or 791 PURCHASING COOPERATIVE Participant to sign an additional agreement, those agreements shall comply with the award made by 791 PURCHASING COOPERATIVE to the Vendor. Supplemental Vendor's Agreement documents may not become part of 791 PURCHASING COOPERATIVE's Agreement with the vendor unless and until an authorized representative of 791 PURCHASING COOPERATIVE reviews and approves it. 791 PURCHASING COOPERATIVE permits 791 PURCHASING COOPERATIVE Participants to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's 791 PURCHASING COOPERATIVE Agreement.

**27. Survival Clause**

All applicable agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and 791 PURCHASING COOPERATIVE or the 791 PURCHASING COOPERATIVE Participant Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by 791 PURCHASING COOPERATIVE or a 791 PURCHASING COOPERATIVE Participant and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

**28. Smoking**

Persons working under Agreement shall adhere to the 791 PURCHASING COOPERATIVE Participant's or local smoking statutes, codes or policies.

**29. Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

**30. Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. 791 PURCHASING COOPERATIVE and its Participants reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

**31. 791 PURCHASING COOPERATIVE Participant Purchasing Procedures**

Purchase orders or their equal are issued by participating 791 PURCHASING COOPERATIVE Participant to the awarded vendor and should indicate on the order that the purchase is per the applicable 791 PURCHASING COOPERATIVE Agreement number. Orders are typically emailed to 791 PURCHASING COOPERATIVE at [admin@791COOP.org](mailto:admin@791COOP.org)

- a) Awarded vendor delivers goods/services directly to the participating 791 PURCHASING COOPERATIVE Participant.
- b) Awarded vendor invoices the participating 791 PURCHASING COOPERATIVE Participant directly.

- c) Awarded vendor receives payment directly from the participating 791 PURCHASING COOPERATIVE Participant.
- d) Awarded vendor reports sales monthly to 791 PURCHASING COOPERATIVE (unless prior arrangements have been made with 791 PURCHASING COOPERATIVE for an alternative submission schedule).

**32. Incorporation of Solicitation**

The 791 Purchasing Cooperative Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

**33. Registered Felony Convictions and sex offender restrictions**

For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the 791 Purchasing Cooperative Participant. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the 791 Purchasing Cooperative Participant's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**34. Safety measures**

Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**35. Insurance Requirements**

- a) **Contractor's Commercial General Liability Insurance**—Contractor shall purchase and maintain such insurance as will protect Contractor from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by Contractor or anyone directly or indirectly employed by Contractor or for whose acts they may be legally liable. This insurance shall include the types and specific coverages herein described and be written for not less than any limits of liability specified in these Documents or required by law, whichever is greater. Insurance must include coverage for independent contractors, products/completed operations, contractual liability, broad form property damage, and personal injury.
- b) **Contractor's Automobile Liability Insurance**—Contractor shall purchase and maintain such insurance as will protect Contractor from claims for damages because of bodily injury, sickness, disease or death of any person, including claims insured by standard personal injury coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting

therefrom, any or all of which may arise out of or result from the use of all owned, non-owned, or hired, automobile, vehicles, and other equipment both on and off work, arising from or in any way related to or as the result of Contractor's operations under the Agreement, whether such operations be by the Contractor or anyone directly or indirectly employed by Contractor or for whose acts any of them may be legally liable.

- c) Contractor's Workers' Compensation and Employer's Liability Coverage**—The Contractor shall comply with the provisions of the Workers' Compensation Act, the subsequent Injury Act, and Contractor shall procure and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance in accordance with Texas laws and regulations. Such insurance shall include coverage permitted for safety devices. If the Contractor elects to be self-insured, the Contractor shall comply with the applicable requirements and laws of Texas. CTCOG, its officers, or employees will not be responsible for any claims or actions occasioned by the failure of the Contractor to comply with the provisions of this paragraph.

If any class of employee is not protected under the Workers' Compensation Statute, the Contractor shall provide adequate employer's liability coverage as will protect Contractor and 791 PURCHASING COOPERATIVE against any claims resulting from injuries to and death of workers engaged in work under this contract.

- d) Coverage limits**—Insurance coverage limits required to be carried by the Contractor under this Section shall be as follows:
1. Commercial General Liability Insurance and Commercial Automobile Liability Insurance limits of coverage shall be the limits established by Texas Claims Act or a Combined Single Limit coverage of \$1,000,000.
  2. Contractor's Workers' Compensation - coverage shall be those established by applicable statutes. Employer's liability coverages shall be the limits established by the State of Texas or \$1,000,000.
  3. Umbrella Liability Insurance: Liability on a following form basis with a limit \$1,000,000 per occurrence in excess of all primary limits.
- e) All proposals shall include a valid Certificate of Liability Insurance showing CTCOG, 791 Purchasing Cooperative and individual 791 Purchasing Cooperative participants (if requested) as a certificate holder.**
- f)** To protect the 791 Purchasing Cooperative, 791 Purchasing Cooperative Participants and their employees against liability, loss, or expense in the event of damage to property, injury, or death to any person or persons arising in any way out of or in connection with or resulting from the work provided hereunder, Vendor shall procure and maintain, at its sole expense and until acceptance of the work, insurance as hereinafter enumerated in policies which shall be subject to the 791 Purchasing Cooperative's approval as to form, amount and issuing company. Amounts listed are a minimum.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWING]**



**791 PURCHASING COOPERATIVE and VENDOR AGREEMENT**

**Signature Form**

**#791202603001 Security Technology Services and Solutions:**

**Vendor:**

Company Name KeyWarden Systems Partners, LLP

Address 7400 Blanco Rd Ste. 255

City San Antonio State TX Zip 78216

Phone 830-214-0867

Name of Authorized Representative Byron Alexander

Title President Date 05/06/2026

Email of Authorized Representative: byron@keywarden.com

Signature of Authorized Representative  (Required)

**791 PURCHASING COOPERATIVE:**

Authorized Representative Signature: 

Name Jeffrey Shokrian

Title CEO

Email Jeff@791Coop.org

Address 115 Natalen Ave

City San Antonio State TX Zip 78209

Phone 210-757-3775

Date 6/23/2026