

**MUTUAL USE CONTRACT
SECURITY SYSTEMS, SOFTWARE AND SERVICES**

THIS Contract is made and entered into, effective as of _____, by and between the City of Las Vegas (the "City"), a municipal corporation in the State of Nevada, and Securitas Technology Corporation (the "Company"), a corporation organized and existing under the laws of the State of _____ with principal office at 8350 Sunlight Drive, Fishers, IN 46037.

RECITALS

WHEREAS, the Company and Sourcewell,, a State of Minnesota local government agency (the Originating Government Entity) have entered into that Contract dated April 23, 2021 (RFP No. 030421), which provides for facility security systems, equipment, software and related services (the "Company Contract"); and

WHEREAS, pursuant to NRS 332.195, governmental entities within this State may join or use the contracts of other governmental entities and cooperative purchasing organizations with the authorization of the Company; and

WHEREAS, the City desires to use the Company Contract between the Company and the Originating Government Entity or Cooperative Purchasing Organization; and

WHEREAS, the City and Company intend to enter into an agreement between themselves using the terms, conditions and specifications of the Company Contract to the extent such are incorporated by reference herein.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following:

1. The following documents are hereby incorporated into this Contract: Exhibit "A", Special Conditions (four (4) pages), attached hereto and made a part hereof, Exhibit "B" (47 pages in Exhibit B, incl. cover page), and Exhibit "C", Certificate – Disclosure of Ownership and Principals(two (2) pages), the terms, conditions and covenants of the Company Contract, attached hereto and made a part hereof. In the event of a conflict between the specific language set forth in this Contract and Exhibits, this Mutual Use Contract shall take precedence followed by Exhibit "A" , Exhibit "B" and "Exhibit C" in that order.
2. As required pursuant to NRS 332.195, the Company hereby authorizes and consents to the City using the terms, conditions and covenants of the Company Contract as the basis for this Contract, and the City hereby agrees, in consideration of such authorization and consent, to be bound by the terms, conditions and covenants of the Company Contract to the extent that the same are incorporated herein as a part of this Contract.
3. The Company Contract is based upon the estimated procurement figures of the Originating Government Entity or Cooperative Purchasing Organization. The City hereby agrees to the purchase of supplies and/or services in greater or lesser amounts than estimated in the Company Contract. Prices for supplies and/or services shall be based on the most current Company Contract price list. The City's Purchasing and Contract's Division will store a copy and make it available for review upon request. The City reserves the right, however, to terminate this Contract and bid or negotiate a new contract if procurements by the City under this Contract are significantly greater than the estimated amounts in the Company Contract.
4. The Contract Amount shall not exceed \$1,000,000.00 per year.
5. This Contract and the rights granted hereunder to the City shall continue in force and effect for the period of time set forth in the Company Contract. This performance period is from Contract effective date (entered in 1st paragraph above) through and including April 22, 2025 with the option for the Government Entity and the Company extending for additional one-year periods upon written agreement. For the benefit of the City, the City shall provide written notice to the Company of such option extension (s), and the Company may not assume an automatic renewal. Exercise of a one-year option does not commit the City to exercise any further options. The City reserves the right to exercise an option to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the expiration date, for any reason.

In the event that the Company Contract is terminated for any reason, including the failure of the Originating Government Entity to exercise any or all of the options granted thereunder, the City shall have the right to continue this Contract in force and effect despite such termination, and to exercise any and all of the options which the Originating Government Entity fails to exercise thereunder.

6. The City reserves its right to terminate this Contract and its use of the Company Contract for any reason whatsoever, and such termination shall be effective ten (10) days after written notice is provided to the Company. The City's exercise of its right to terminate herein shall have no effect on the Company Contract between the Company and the Originating Government Entity or Cooperative Purchasing Organization. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.
7. Any change or modification to the Company Contract between the Company and the Originating Government Entity shall be applicable to the City if so agreed to in writing by the City. In the event that such change or modification adversely impacts the City, the City may elect not to incorporate the change or modification as part of this Contract.
8. Unless the content indicates otherwise, references in the Company Contract to the Originating Government Entity shall be understood and interpreted to refer to the City for purposes of this Contract.
9. This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

The parties agree that this Contract may be signed electronically via the City's designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

10. Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.
11. Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

12. City/Company Representative [CAO - 08/22/2019]

- (a) All routine Company inquiries should be directed to the person identified by the City on the Purchase Order.
- (b) The Company Representative for this Contract is Bob Lathrop bob.lathrop@securitas.com The Company Representative shall have full authority to act for the Company on all matters arising under or relating to this Contract until written notice to the City is provided by the Company of any change in the person acting in this capacity.

13. Legal Notice [CAO-4/2020]

- (a) Any legal notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY: Manager, Purchasing and Contracts
 City of Las Vegas
 495 South Main Street, 4th Floor
 Las Vegas, Nevada 89101-2986
 Email: purchasing@lasvegasnevada.gov

FOR THE COMPANY: Legal Department
 Securitas Technology 3800 Tabs Drive
 Uniontown, OH 44685
 Email: bob.lathrop@securitas.com

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (d) Routine correspondence should be directed to the City or Company Representative, as appropriate.

14. The Company agrees to provide and maintain insurance coverages as defined in Exhibit "A", Section A-2, Insurance for the entire term of this Contract. Certificates of insurance and other required documents must be received and validated as compliant by the City's designated certificate tracking service prior to City execution of the Contract.
15. Certification - No Boycott: By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

"Boycott of Israel" means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving written notice to Company.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

SECURITAS TECHNOLOGY CORPORATION

Signature Date

DocuSigned by:
Jan Boldt 12/18/2023 | 10:58 AM PST
89E54EDD018F48C...
Signature Date

Printed Name

Jan Boldt
Printed Name

Title

Director
Title

ATTEST:

LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
James Lewis 12/18/2023 | 8:47 AM PST
2E56C0A923B042D...
Deputy City Attorney Date

James Lewis
Printed Name

EXHIBIT A - SPECIAL CONDITIONS**A-1 Invoices [CAO-9/2020]**

- (a) The Company shall timely submit a detailed invoice to the City within 90 days shipment of goods or completion of services. Each invoice shall contain the following information:
- (i) the date of the invoice and invoice number;
 - (ii) the Purchase Order number;
 - (iii) the Contract Item against which charges are made; and
 - (iv) the performance dates covered by the invoice.
- (b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** If the Company does not timely submit a detailed invoice to the City as required herein, the City shall not have any obligation or liability to effect any payment for said late invoice. The City shall also not be liable for any errors or omissions in an invoice once said invoice is paid by the City, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the City's rights and remedies should the City find any errors or omissions in an invoice before or after said invoice is paid by the City.

The Company shall submit the original invoice to:

Department of Finance
ATTN: Accounts Payable
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101 – 2986

- (c) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice.

A-2 Insurance [CAO-3/31/2022]

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
- (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the Company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Company's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.
 - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form

CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

- (iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Company's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
- (b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or its designated certificate tracking service if so requested.
- (c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number, the Contract description, and for internal City routing purposes only the name of the appropriate City division/department. The Company and/or insurance carrier shall provide the City with a 30-day advance notice of policy modification, cancellation, or erosion of insurance limits, sent by certified mail "return receipt requested".
- (d) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$25,000 without the prior written approval of the City.
- (f) **Companies requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**
- (g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (h) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain, and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (i) The Company is encouraged to purchase any additional insurance it deems necessary.

The Company is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed, or supervised by the Company

A-3 Indemnification [CAO-4/2020]

- (a) In addition to the insurance requirements set forth in Section A-2, Insurance, and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees,

arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law. NOTWITHSTANDING THE FOREGOING, IF FOR ANY REASON EITHER PARTY IS FOUND TO BE LIABLE, IN NO EVENT SHALL SUCH PARTY'S LIABILITY EXCEED ONE (1) MILLION DOLLARS.

- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract.
- (c) Subject to the limitations contained in paragraph A-3 (a) above, it is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

A-4 Audit of Records [CAO-5/2/12]

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- (c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

A-5 Disputes [CAO-4/2020]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

A-6 Taxes/Compliance with Laws [CAO-08/01/13]

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
- (b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

A-7 Public Records [CAO-5/2/12]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

EXHIBIT B - COMPANY TERMS, CONDITIONS & COVENANTS

LIST OF DOCUMENTS

<u>Section</u>	<u># Pages</u>
Amendment No. 1	1
RFP No. 030421	45

**AMENDMENT #1
TO
CONTRACT # 030421-SCS**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell and Stanley Convergent Security Solutions, Inc., now known as Securitas Technology Corporation** (Vendor).

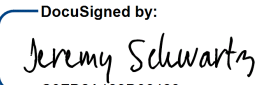
Sourcewell awarded a contract to Supplier to provide Facility Security Systems, Equipment, and Software with Related Services, to Sourcewell and its Participating Entities, effective April 23, 2021, through April 22, 2025 (Contract).

In July 2022, Securitas acquired Stanley Convergent Security Solutions, Inc. Effective January 1, 2023, the legal name of the combined organizations changed to "Securitas Technology Corporation." Vendor is now requesting to update the name of the contract holder, along with its address to 8350 Sunlight Drive, Fishers, IN 46037; and Sourcewell agrees to this change.

This Amendment will be effective as of the date of the last signature below.

Except as amended, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:

By: _____
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 1/24/2023 | 9:38 AM CST


Approved:

DocuSigned by:

By: _____
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 1/24/2023 | 9:44 AM CST

Securitas Technology Corporation

DocuSigned by:

By: _____
D9C614A3AB68425...
Mike Capra, Sr. Director,
US Core Commercial

Date: 20-Jan-2023

030421-SCS

**Solicitation Number: RFP #030421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Stanley Convergent Security Solutions, Inc., 8350 Sunlight Drive, Fisher, IN 46037 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Facility Security Systems, Equipment, and Software with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 22, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

030421-SCS

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. Vendor warrants that the equipment will be free from defects in material and workmanship for a period of 12 months from the date the security system is placed into operation. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced at Vendor's sole option, free of charge. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Participating Entity, operated or used contrary to the operating instructions, software is used with an operating system other than that specified by Vendor or its original equipment manufacturer ("OEM"), performance issues relating to the use of Participating Entity's data network(s), power fluctuations, or any other cause not within the cause or control of Vendor. If inspection by Vendor fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Participating Entity's expense and Vendor's regular service charges will apply. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

With the exception of the foregoing limited equipment warranty, Vendor makes no other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, that the system or service supplied may not be compromised or that the system or service will in all cases provide the protection for which it is intended. In no event will Vendor, its employees, agents or representatives be responsible for consequential, special or incidental damages of any nature whatsoever. Vendor makes no warranties concerning any equipment or devices attached to Participating Entity's system unless such equipment or devices were originally purchased and installed under this contract.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcwell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcwell receives the most current version of this list.

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3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

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to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Installations that total seventy-five thousand dollars (75000.00) or more shall be paid in monthly progress payments for the value of the work in place. Final payment shall be due thirty (30) days after substantial completion of the work, or the date the system is placed in service. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Specifically, if monitoring services are purchased from Vendor, the monitoring terms and conditions contained in Exhibit A to Vendor's Proposal and attached to this Contract shall apply and be executed by Vendor and the Participating Entity. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone

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agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;

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- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

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10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the negligent acts or omissions in the performance of this Contract by the Vendor or its agents or employees during and within the scope of employment of such persons while on the Participating Entity's premises performing installation work. Notwithstanding the foregoing, Vendor has no liability or obligation to indemnify for damage, liability or expense resulting from or due to occurrences and the consequences thereof of that the system is intended to detect, prevent or record, including loss or damage occasioned or caused by the improper working or malfunctioning of the equipment. In no event will Vendor, its employees, agents or representatives be responsible for consequential, incidental or special damages.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or

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recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

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17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.

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Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

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\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

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19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

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regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

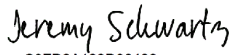
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

030421-SCS

Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 4/20/2021 | 1:12 PM CDT

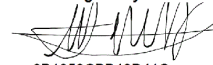
Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 4/23/2021 | 4:08 PM CDT

Stanley Convergent Security Solutions, Inc.

DocuSigned by:

By: 9B1053CBB40D41C...
Scott Wulforst
Title: Director of Corrections & State Local Government

Date: 4/23/2021 | 4:45 PM EDT

RFP 030421 - Facility Security Systems, Equipment, and Software with Related Services

Vendor Details

Company Name: Stanley Convergent Security Solutions

Does your company conduct business under any other name? If yes, please state: Stanley Black & Decker

Address: 8350 Sunlight Drive
Fishers, IN 46037

Contact: scott wulforst

Email: scott.wulforst@sbdinc.com

Phone: 775-287-8110

HST#: 20-1044950

Submission Details

Created On: Tuesday January 26, 2021 12:44:15

Submitted On: Thursday March 04, 2021 15:09:01

Submitted By: scott wulforst

Email: scott.wulforst@sbdinc.com

Transaction #: 8abbc113-6027-492a-aaa5-89cb83cc7b09

Submitter's IP Address: 104.129.202.89

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Stanley Convergent Security Solutions, Inc. (Stanley CSS)	*
2	Proposer Address:	8350 Sunlight Drive Fisher, IN 46037	*
3	Proposer website address:	http://www.stanleycss.com/ https://www.stanleysecuritysolutions.com www.integrator.com https://www.stanleyaccess.com https://www.stanleyhealthcare.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Scott Wulforst Director of Corrections & State Local Government 8350 Sunlight Drive Fishers, IN 46037 scott.wulforst@sbdinc.com 775-287-8110	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Scott Wulforst Director of Corrections & State Local Government 8350 Sunlight Drive Fishers, IN 46037 scott.wulforst@sbdinc.com 775-287-8110	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Christi Tinch Contracts Administrator 8350 Sunlight Drive Fishers, IN 46037 christi.tinch@sbdinc.com 317-626-2905	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>We understand that in a complex world, it is not enough to solve the challenges of today, we need to be ready for the opportunities of tomorrow. That is why we are for those who make the world progress. For the decision-makers that drive our communities, livelihoods, and businesses. That is why we are committed to empowering protectors.</p> <p>As part of Stanley Black & Decker (NYSE: SWK), we strive to be the trusted name for those protectors, by designing, installing, monitoring and servicing integrated security and fire safety solutions. STANLEY Security is the world's second-largest electronic security company* – and with over 5, 000 employees worldwide across 200 offices, we have the knowledge, expertise and resources to provide a personalized service for virtually any customer.</p> <p>We partner with organizations from a wide range of sectors – including telecom, retail, education, healthcare, government, finance, transport and logistics – in over 60 countries. This ensures we deliver solutions that secure our customers' most valued assets while providing intelligence to effectively and efficiently assess risks and opportunities to plan for the future.</p> <p>Through our expertise, insight and technology, the STANLEY Security network empowers protectors who make our world progress.</p> <p>In 1843, Frederick Stanley started a small shop in New Britain, Connecticut, to manufacture bolts, hinges and other hardware. In 1910, Duncan Black and Alonzo Decker started their shop in Baltimore, Maryland, dedicated to manufacturing the world's first portable power tool. Today, Stanley Black & Decker is a leading diversified industrial, driven by a commitment to serve the builders, makers and protectors of the world.</p> <p>We are proud of our 175 years of heritage</p>	*
8	What are your company's expectations in the event of an award?	Stanley CSS's expectations in the event of an award, would be to bring the best possible experience to each Sourcewell member that trusts to utilize our services. Each touch we have with a member has a broader impact to our organization and its business units. With the trust of our customers, allows for deeper more fulfilling, engaging partnerships. This goes well beyond the initial request and interaction, our experience and tenure in the space affords Stanley as well as Sourcewell members with this opportunity.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See Attached "Form 10-K"	*
10	What is your US market share for the solutions that you are proposing?	2021 is forecasted to be 40B USD in the US for Electronic Security according to Statista. Based on this forecast, our US business has 5%of the security market. (Categories vary)	*
11	What is your Canadian market share for the solutions that you are proposing?	2021 is forecasted to be \$323M USD in Canada for Electronic Security according to Statista. Based on this forecast, our Canadian business has 23% of the security market. (Categories Vary)	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO, Stanley CSS has never petitioned for bankruptcy.	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Stanley CSS is best described as a dealer / service provider. Stanley CSS, together with our global enterprise manufactures of security products develops, designs and recommends solutions for the global markets. As a leader in the industry our manufactures look to us to assist in the development and installation of new products.</p> <p>As a service provider Stanley CSS counts on its 700 hundred plus professional sales and service providers to interface with our customer base. Each of these individuals are employed full-time.</p>	*

14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>See "CSS Company Licenses for Sourcewell"</p> <p>Information on use of Subcontractors.</p> <p>Subcontractors warrant and represent that they are an independent contractor qualified to perform the Work and properly licensed and trained as an installation and service professional qualified to perform the agreed services. Subcontractors will, at its sole expense (i) give notices and comply with all laws, rules, orders, ordinances and regulations of all governing bodies having jurisdiction bearing on performance of Work; (ii) secure and pay all necessary permits, governmental fees, licenses, and inspections regarding the Work, (iii) comply with applicable federal, state and local tax laws regarding social security acts and unemployment acts and workers' compensation, and salaries or other remuneration paid to Subcontractor's employees whether levied under existing or subsequently enacted laws, rules or regulations; (iv) only employ or utilize workers with a legal right to work in the United States; (v) conduct a criminal background check of its employees and shall exclude from any direct participation in the performance of the Work any dishonest, unreasonably dangerous or otherwise unqualified persons. In so doing, Subcontractors will abide by all applicable laws, rules and regulations including, but not limited to, the Fair Credit Reporting Act; and (vi) comply with all applicable laws, rules, regulations and ordinances relating to its employees and its applicants for employment, including, but not limited to, the Fair Labor Standards Act, the Age Discrimination in Employment Act, the Civil Rights Act, the Americans with Disabilities Act, the Employee Retirement Income Act (all as amended), and any other applicable laws, rules, regulations or ordinances regarding the classification of Subcontractor's workers as its employees.</p> <p>Subcontractors shall take all safety precautions and shall comply fully with all state and federal laws, orders, citations, rules, regulations, municipalities regarding occupational health and safety, the handling and storage of hazardous materials, accident prevention, and safety equipment and practices, including but not limited to the accident prevention and safety program of STANLEY and Customer.</p> <p>Subcontractors shall purchase and maintain at the Subcontractor's own expense, full and complete insurance on its performance of the Work. Subcontractors will be responsible for all deductibles under their insurance policies. Coverages, written on an occurrence basis, shall name STANLEY as an additional insured and shall be maintained without interruption from date of commencement of the Subcontractor's Work until date of final payment and termination. Certificates of insurance acceptable to STANLEY shall be provided to STANLEY prior to the commencement of any portion of the Work and annually thereafter. Coverage shall continue for two (2) years following acceptance of the Work by STANLEY and Customer or as otherwise requested by STANLEY, as follows:</p> <ul style="list-style-type: none"> i) Worker's Compensation (if applicable) – Statutory ii) Worker's Compensation – Employer Liability (if applicable) <ul style="list-style-type: none"> • Bodily Injury per Accident - Each Accident - \$1,000,000 • Bodily Injury per Disease - Each Employee - \$1,000,000 • Bodily Injury by Disease - Policy Limit - \$1,000,000 iii) Commercial General Liability including Products Liability: Per Occurrence (Claims made policies are not acceptable) <ul style="list-style-type: none"> • Each Occurrence - \$2,000,000 • General Aggregate - \$2,000,000 • Products-Completed Operations Aggregate - \$2,000,000 (if applicable) iv) Automobile Liability – Each Accident - \$1,000,000. If no vehicles are owned or leased, the Commercial General Liability Insurance shall be extended to provide insurance for non-owned and hired automobiles. Limits of liability requirements may be satisfied by a combination of motor vehicle liability and umbrella excess liability policies.
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Stanley CSS has NO "Suspension or Debarment" actions.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *						
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none">• Corrections Market Partner of the Year Award – Axis Connect & Converge Conference, 2020• Integrated Installation of the Year Award – Baltimore Youth Detention Center, SAMMY Awards 2019• Innovative Product Award – STANLEY IntelAssure, ASIS International 2018• Secure Campus GOLD Award – STANLEY Guard, Security Today 2018• Most Valuable Product of the Year Award – STANLEY IntelAssure, SSI 2018• Security Project of the Year Award – Sedgewick Co. Adult Detention Facility, SD&I 2017• Empowerment Award, Wounded Warrior Project 2017• Most Valuable Employer Award for Military from Civilianjobs.com, 2016• New Product of the Year Award – STANLEY Guard, SIA 2016						
17	What percentage of your sales are to the governmental sector in the past three years	Stanley CSS Government sector sales for the last three years: 6%						
18	What percentage of your sales are to the education sector in the past three years	Stanley CSS Education sector sales for the last three years: 9%						
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Stanley CSS holds both cooperative contracts and state master contracts for the following Valuepoint: \$5,500,000 per year State of Massachusetts - \$1,125,000 per year State of New York - 2,000,000 per year						
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Stanley holds contract with GSA and is in good standing <table><tr><td>• 2018</td><td>\$4,635,182</td></tr><tr><td>• 2019</td><td>\$3,228,822</td></tr><tr><td>• 2020</td><td>\$674,323</td></tr></table>	• 2018	\$4,635,182	• 2019	\$3,228,822	• 2020	\$674,323
• 2018	\$4,635,182							
• 2019	\$3,228,822							
• 2020	\$674,323							

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hamilton County Sheriff's office	Dan Stevens	317-776-9719	*
Northern Arizona University	Brett West	928-552-6463	*
City Of Las Vegas	Dianna Wilson	702-229-1051	*
Williamson County	Christi Stromberg	512-943-3377	
Toho Water Authority	Chris Wilson	407-709-0106	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of Nevada	Government	Nevada - NV	Integrated Access Control, Video Surveillance, Intrusion alarm systems.	\$200 - \$295,000	\$2,324,589.54	*
State of Washington	Government	Washington - WA	integrated Access Control, Video Surveillance, Intrusion alarm systems.	\$185 - \$118,000	\$4,512,486.47	*
University of Kentucky	Education	Kentucky - KY	Campus wide video surveillance, access control and central command post.	\$220 - \$251,000	\$2,194,693.70	*
Williamson County	Government	Texas - TX	Upgrade Williamson County's access control and Intrusion alarm systems.	\$356 - \$154,357	\$1,169,801.28	*
State of Missouri	Government	Missouri - MO	Integrated Access Control, Video Surveillance, Intrusion alarm systems.	252.00 - \$519,000	\$1,728,145.26	*

Table 6: Ability to Sell and Deliver Service

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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23	Sales force.	<p>Stanley CSS has over 500 professionally trained consultants nationally available to support the Sourcewell membership. Each of our consultants is a full-time direct employee. Our consultants become the single point of contact and account manager through the initial life of the projects and assist with developing standards for security and fire protection, access control, monitoring, and any ongoing services. We also have regionally place Field Sales Engineers(FSE) available to support our consultants and the membership with large complex sales.</p> <p>Our Consultant will establish system design, pricing, installation, service, and billing for your facilities and agencies to drive consistency across locations and meet your requirements. We can streamline your interaction by making just one phone call to your consultant instead of synchronizing security with several companies. While some security providers offer a limited-service based on their expertise—STANLEY can accept responsibility for multiple critical building functions including fire, security services, and central monitoring—at every one of your locations.</p> <p>Customized Activity Reports: Our Customized Activity Reports keep you abreast of important building events and expenses. You can even access the data or activity for your facilities online, in real-time via our HQ platform.</p> <p>Global Reach, Local Touch: With over 110 offices in North America, and operations around the world, STANLEY is a true National Account provider providing global security support.</p> <p>Complete Transparency: STANLEY provides a true business partnership with an “open book approach” through our Performance Scorecard.</p> <p>Monitoring Expertise: With four UL, ULC, and FM Approved ProtectionNet Customer Service Centers in North America, and around the globe, we provide a dedicated bilingual monitoring team and redundancy for disaster recovery.</p> <p>Customized Billing: STANLEY provides Customized Billing for our Sourcewell Member Customers, including combined billing, which lists all recurring expenses on one invoice.</p>
24	Dealer network or other distribution methods.	<p>Stanley CSS through its national coverage, utilizes and manages its own branches through the United States and Canada. These one hundred and ten (110) locations are full-service locations. All facilities support the local sales, installation, and service for the members in these areas.</p> <p>Account Management – We have knowledgeable security account managers available nationwide to ensure our clients are receiving the security solutions and services they need. STANLEY Security provides centralized customer and administrative support, with a single point of contact for all your locations regionally and nationally.</p> <p>Installation – With offices in areas across the U.S. and Canada, we have skilled and certified local installation technicians who can deliver on-time, on-budget installations to meet our clients’ needs.</p> <p>Service – STANLEY Security delivers exceptional service to our customers by employing knowledgeable and highly trained local technicians to perform service on our clients’ security systems. Also, regularly scheduled preventative maintenance and service plans are available to protect our clients’ security investments and reduce downtime.</p> <p>Monitoring – STANLEY Security owns and operates four UL-, ULC-, and FM-approved ProtectionNet™ Customer Service Centers in the U.S. and Canada to provide reliable, 24/7, bilingual monitoring for our clients’ security systems with automatic communication redundancy to ensure constant protection.</p> <p>Billing – STANLEY Security strives to offer seamless, trouble-free billing services to our customers, and provides visibility into billing activities through HQ. For our National Account customers, we provide centralized billing services and national pricing for all your locations.</p>

25	Service force.	<p>STANLEY Security takes a holistic approach toward security system installation and service; one that's focused on creating effective, sustainable security solutions for protecting what's important to you. For more than 30 years, our company has secured facilities in locations across North America and around the world for a broad range of industries. We have over 1500 certified and highly trained professionals ready to handle every stage of your security project, from initial planning and security system design to installation and integration.</p> <p>STANLEY Security offers a full array of repair services, planned maintenance programs, and equipment modernization programs. Our technicians are trained to inspect, troubleshoot, repair, and modernize all aspects of your security system. We will repair or replace components as specified by your organization, including a wide range of competitors' products. To avoid unexpected costs, we also offer a range of Service Plans to meet your business's needs. STANLEY holds our technicians to the highest standards to ensure that they are properly trained and certified according to all industry requirements.</p> <p>STANLEY also maintains a national service network that offers a full line of service solutions. In addition, we have established relationships with service partners to expand our service capabilities and reach throughout North America. Our technicians are available 7 days a week, 24 hours a day. We also provide a full range of support services that help implement your security system during every step of the process, including:</p> <p>System design – STANLEY has the experience and expertise to offer complete system design and integration services.</p> <p>Software support – Our team can manage software updates, perform annual or monthly inspections, troubleshoot technical issues, and much more.</p> <p>Preventive maintenance for security systems – Our expert technicians can repair or maintain your security equipment to ensure that it's fully functional. If you prefer to avoid unexpected expenses, we can provide a service plan with a level of support that suits your needs and a price that fits your budget.</p> <p>Fire monitoring tests and inspections – STANLEY Security professionals can provide the regular inspections and repairs needed to ensure your fire monitoring and sprinkler alarm systems are working properly .</p> <p>Embedded support – We can embed a variety of security specialists, from system technicians to applications engineers, at your facility to temporary or permanently provide the on-the-ground assistance you need</p> <p>Security system installation and service are two of the Five Customer Touchpoints that we excel in, and we are committed to excellence wherever they are concerned. This is why we take extra steps to ensure client satisfaction, such as sending photos of our technicians before their arrival and providing clear project timelines for all of our work. By also exceeding expectations in the remaining Customer Touchpoints – monitoring, billing, and account management – we have become an industry leader when it comes to customer service, offering security solutions with a global reach and local touch.</p>	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Stanley CSS maintains a 75% response time within one business day. Most within 48 hours. Urgent or priority issues are treated accordingly and are typically handled with same day response. Depending on the time of day the issues or service call is received and documented, an emergency grade response may be required, and resolution delivered after standard business hours. 24/7 Technical assistance through our centralized dispatch team will also be available to all Sourcewell members.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Stanley CSS is a global organization and has a State, Local and Educations department dedicated to supporting our partners in this vertical. All departments within Stanley are fully aware of our responsibility to support the Sourcewell members and deliver best in class service. All members are treated with "white glove" care. Our sales staff is trained and educated on government contracting, how to interface with members, grow their markets and how to utilize available tools.	*

28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Stanley CSS Canada is under the same leadership.</p> <p>In Canada, Stanley can trace its roots back to 1969 when Frisco Bay was founded. Acquired under the Stanley Security Solutions brand in 2003 we have been providing security integration for the past forty-nine years to some of the largest Fortune 500 and S&P 500 companies in Canada.</p> <p>Stanley Security Solutions has been providing Security Integration in Canada since 1969 (52 years), and in the US since 1981 (40 years).</p> <p>We operate under the Stanley "Winning Formula" throughout North America. Our mission is to continue be a financial stable Fortune 500 corporation who demonstrates profitable organic growth year over year. We do this by understanding that we have commitments that have to be met to our customers and to our shareholders. Finally, we deliver on those commitments through Vertical Market Growth, protecting our Core through long standing and mutually beneficial customer partnerships and maintaining those relationships through flawless execution in the field.</p> <p>Stanley CSS is a global organization and has a State, Local and Educations department dedicated to supporting our partners in this vertical. All departments within Stanley are fully aware of our responsibility to support the Sourcewell members and deliver best in class service. All members are treated with "white glove" care. Our sales staff is trained and educated on government contracting, how to interface with members, grow their markets and how to utilize available tools.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Stanley CSS has a global presence and as such, our services are provided to all Sourcewell members in North America.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Stanley CSS has full coverage in North America and commits to servicing all Sourcewell members. Stanley does not hold any contracts that limit our ability to promote Sourcewell nationally or regionally.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Stanley CSS supports all of North America to include Hawaii, Alaska and US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Stanley CSS has developed our annual strategy for promotion of our Sourcewell partnership targeting local and state government entities. This strategy - which will include several opportunities to market through various channels including email, social media, paid advertising and webinar – will provide support in driving toward our overall business objectives in the SLED market. In addition to these channels, we are also building a SLED-focused email nurture stream that will provide thought-leading information to our targeted contacts on a regular cadence in order to reinforce our reputation as a knowledge leader in the SLED industry.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	To enhance our marketing effectiveness, Stanley CSS work's with our consulting agency of record to utilize tools such as SEO, ad retargeting, sponsored advertising via social media and improved metadata tagging. In addition to these digital tools, we have also invested in a few third-party platforms to improve our customer segmentation and obtain market insight into the SLED (State, Local & Education) vertical to further advance our marketing efforts.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Stanley CSS's see's an awarded Sourcewell agreement as a way to continue to provide a HIGH level of support to the Sourcewell membership. Sourcewell should be a conduit to advise its membership on new trends, solutions and opportunities that can benefit the membership. Stanley CSS, has internal training programs available to its national sales team that integrate with our marketing teams. Our cross business function also provide insights so the Sourcewell membership can access our Stanley Healthcare and Stanley Access Technologies divisions. All these solutions and trends are communicated to our Sourcewell account manager to determine if it is appropriate to communicate to the larger membership or a cross section of agencies.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Currently Stanley CSS suite of solutions are not available through an e-procurement ordering process, however this is something that our organization is working towards for the future and has a path based on solutions our sister companies are using.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Stanley CSS has several services that will enhance all Sourcewell member's experience.</p> <ul style="list-style-type: none"> • Each member has access to our 24/7 technical assistance center. • Each member will receive "Free" access to Stanley CSS's security management platform "HQ". HQ allows the member to manage and respond to their security needs smarter, faster, and from anywhere. Members can easily view the information they want, monitor locations, and access respond to notifications. • Stanley CSS has a physical "Solutions Center" which is available to all of Sourcewell members. The solutions center located in Fishers, Indiana, highlights Stanley Security's comprehensive solutions by showcasing everything from access control, intrusion protection, and video surveillance, to biometric technology, and more! Solution-specific demonstration areas allow visitors to experience a one-of-a-kind, tailored approach to the security needs and challenges for any unique environment. • An important part of implementing new security technology is ensuring your employees and staff understand the technology and how to run it efficiently. STANLEY Security can provide training on-site at members' facilities, online, or our Learning Center training facility in Indianapolis, IN. Our classroom courses in the STANLEY Learning Center provide extensive hands-on experience for security end-users, to help them fully understand how to administer a security system. Our three-day administration class allows end-users to learn about those operations that are necessary for the day-to-day administration of a Lenel system (monitoring events, running reports, managing cardholders, etc). Also, STANLEY offers a five-hour webinar course on the administration of a Lenel access control system. Our five-day system installation and service class provide an opportunity for end-users to learn basic information about installing and servicing a Lenel access control system. To ensure the best training experience, each person taking a training course has his or her own <p>(See Attachment "2021 Q1 & Q2 Virtual Class Training Catalog 12142021")</p>	*
37	Describe any technological advances that your proposed products or services offer.	Intelligent video surveillance, AI-powered self-learning analytics and cloud/VSaaS solutions sit at the core of the evolution we're experiencing in physical security technology development. The capabilities and actionable data these solutions provide introduce a seemingly limitless number of applications that businesses can leverage to address facility safety and security concerns.	*

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>The attached document covers our green initiatives in detail. Currently there is not a certifying agency that we are partnering with.</p> <p>"2017 SBD Corporate Sustainability Report"</p> <p>Green Initiatives:</p> <ul style="list-style-type: none"> • Reduce operational energy consumption by 20% • Reduce operational water consumption by 20% • Reduce operational waste by 20%; 80% of the total waste generated to have a reuse of recycling disposition • Reduce carbon emissions by 20% and source 10% of global energy demand with renewable energy 	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Stanley Black & Decker had adopted and utilizes many global manufactures that utilize and have adopted "eco friendly" methods into design and installations.</p> <p>*SEE ATTACHMENT (SBD Corporate Sustainability Report)</p>	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Stanley Convergent Security Solutions, Inc., does not qualify under WMBE or SBE;	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Stanley CSS has adopted a "One ecosystem" concept called UNA (TM) that will play a major part in how our company supports our products and services.</p> <p>SECURE YOUR NETWORK: Your facility relies on staying connected, but a surge in employees' working reports has introduced new cybersecurity threats to your organizations. Every day caper-attacks become more sophisticated and grow in number, make you increasingly vulnerable. Whether you operate from one location or thousands, UNA solutions safeguard your agency's networks by helping to eliminate threats - so you can run your facilities with peace of mind.</p> <p>PROTECT YOUR PEOPLE: As your most important asset, the safety of your people is paramount. With UNA™ health, safety, and security solutions, you can identify and minimize threats, and ensure policies and procedures are in place. UNA™ gives your employees the confidence and peace of mind to be focused and productive – wherever and whenever they work.</p> <p>MANAGE YOUR OPERATIONS: Whatever industry you operate in, you need to safeguard against inefficiency. UNA™ smart solutions improve procuring by optimizing operations and delivering the information you need, only when you need it. Data generated from automated operations connect and provide insights that identify patterns to drive more efficient and effective decision making – so you are ready for tomorrow, today.</p> <p>SAFEGUARD YOUR ASSETS: How do you keep your reputation, property, and valuable assets equally safe? UnA smart technology and remote support create an intelligent system that keeps a vigilant eye on your agencies. By automatically adapting to improve performance and solving problems before they develop, UNA™ delivers complete peace of mind, empowering you to focus on progressing your business.</p> <p>One ecosystem for one security, health, and safety experience designed around your needs.</p>	*

Table 9: Warranty/Performance Standards or Guarantees

Describe in detail your manufacturer warranty program or performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty or performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes. Stanley CSS Warranties cover all parts and labor.	*
43	Describe any performance or service standards or guarantees that apply to your solutions (policies, metrics, KPIs, response times, up-time guarantees, etc.).	<p>Key Performance Indicators – We track our performance and have key performance indicators (KPI's) in place to catch and fix issues before they arise. Control towers in each of our locations visually track and improve performance, while guaranteeing successful installation and service.</p> <p>Site History – We keep a comprehensive record of installations and service performed at your locations to give us the information we need to continually serve you better.</p> <p>Guarantees are applies to service plans (See price book services)</p> <p>(See Attached Stanley Standard)</p>	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Stanley CSS warrants that the equipment will be free from defects in workmanship for one year from the date the system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Warranty repair is done 8 am-4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused, or tampered with by the Customer.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For local warranties, Stanley CSS cover the expense of the technicians travel time and mileage to perform warranty repairs. On projects performed by our Corrections / Stanley Access Technologies teams. Terms for warranties, travel time and mileage to perform warranty repairs is included in proposals.	*
46	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Stanley CSS is a national provider with national coverage. All projects are supported by a warranty.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	This is will be considered on a case by case basis.	*
48	What are your proposed exchange and return programs and policies?	90 Day on box sale items and/or Manufactures Return Authorization (RMA) required.	*
49	Describe any service contract options for the items included in your proposal.	Stanley provides service and maintenance	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, leasing options are available. Stanley CSS manages and offers our SecurityPlus lease product as well and third party leasing by request.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Orders are entered into our processing system and marked with a dedicated identifier to if they are utilizing the Sourcewell contract. Based on that identifier field we can pull information on all sold orders associated with the specific contract. All orders will be processed through Stanley Convergent Security Solutions, Inc.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	YES, Stanley CSS accepts the P-Card procurement and payment process. NO, there are no additional costs to Sourcewell for using the process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
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54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>This agreement will apply to all Stanley Electronic Security North American (ESNA) branches across the United States. Stanley Security is a committed partner to providing solutions that are clear in value, simple to understand, and easy to use. Our pricing approach reflects these principles.</p> <p>Labor Rates:</p> <p>The following labor rates apply for all installation work in the contiguous United States per the attached schedule. These prices represent a 5% discount off our prevailing National Account labor rates. Labor Rates are reviewed annually for adjustment.</p> <p>Equipment and Controls:</p> <p>For standard equipment and controls, our approach is a to use a markup of 39% over our cost. Custom solutions are individually configured, so pricing may vary. For miscellaneous third-party parts, subcontracts, and job services, our approach is to markup over our cost as verified by third part invoice to Stanley. Markup's may vary depending upon job conditions but will generally be in the 50% - 55% range.</p> <p>Services:</p> <p>For standard service offerings, our approach is to discount off our US List Price. Discounts may vary by the type of service performed but will generally be in the 10%-20% range.</p> <p>General Notes:</p> <ol style="list-style-type: none"> 1. All labor rates are based upon standard hours. 2. Overtime rates (afterhours, Saturday, Sunday): 1.5 x Standard Labor Rates 3. Overtime rates (holidays) 2 x Standard Labor Rates 4. Per diem rates: Based upon location and type of work/services to be provided. 5. There is a minimum charge of 4 hours for all overtime work. 6. Labor rates may be updated annually at Stanley's discretion. <p>(SEE ATTACHED "Sourcewell Member Price book (Stanley Convergent Security Solutions))</p>	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The list prices represents approximately 5-30% discount from our commercial sales price.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	Stanley CSS will consider discounts based on individual project.	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Stanley CSS shall provide quote/estimate for products and services that considered "open market" and that are not included in proposed Sourcewell pricing.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Stanley CSS extends a complete turnkey price to all Sourcewell members, this shall include all costs associated with a project or box sale.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	when applicable, Stanley CSS includes shipping cost in price.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Stanley CSS utilizes domestic shipping partners when delivery of products are necessary to ship to Alaska, Hawaii, Canada, Puerto Rico, Guam and other U.S. territories. Stanley also uses local partners to act as hubs when/if coverage is spotted.	*

61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Stanley CSS uses its network of national branches as "HUBS" and when available Sourcewell members will have the ability to pick-up products or when flexible and when available, Stanley representative or local technicians can deliver products directly.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	SCSS utilizes a pre-loaded pricebook within its sales system to ensure that the correct pricing is used when the Sourcewell contract is selected as a purchasing vehicle. In addition, there is a commercial finance analyst that is included in the Delegation of Authority (DOA) as part of the approval chain that ultimately allows an order to proceed to booking who reviews the order for proper pricing. This process also ensures that the sale is captured in our system so that the finance team can subsequently pull the data into a report that is then used as a basis of calculating the administrative fee. The reporting due dates are calendared and tracked by contract administrators and other support staff who are trained on the requirements and work directly with the finance team to report the correct data and pay the corresponding administrative fee.	*
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Stanley CSS shall pay 1%.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>STANLEY Security provides security system integration solutions for thousands of commercial buildings and campuses nationwide. With offices across North America, STANLEY Security is a leading security system integrator with a global reach and a local touch. Our security experts have undertaken system integration projects of all sizes and scopes, so whether you need security system integration for a corporate office or local offices, an enterprise solution for multiple manufacturing buildings, or a complex integration for a stadium, university, hospital, or large campus, we provide effective results with custom-tailored system integration solutions.</p> <p>STANLEY Security can partner with you to design and implement a scalable integrated security solution that addresses your toughest security challenges while gaining efficiencies across your systems and teams by standardizing platforms and implementing event-driving system automation. Plus STANLEY's powerful solutions help businesses increase security effectiveness, reduce risk, and eliminate the hidden costs associated with operating non-integrated security, facilities, and business systems.</p> <p>We have the experience and expertise to integrate a wide range of monitoring and security systems, including event-driven automation of the following systems:</p> <ul style="list-style-type: none"> • Access control systems • Active Shooter Detection • Alarm Monitoring • Analytics & Management • Automatic Sliding Doors • Automatic, Blast & Bullet Resistant Doors • Biometric Identification • Carbon monoxide Detection • Cloud Services • Crisis Management • Critical equipment/critical condition monitoring systems • Critical Event Management (CEM) • Elevator controls • Emergency notification systems • Fire detection alarms • High-Security Intrusion Detection Systems • Hold-up/panic button alarms • HSPD-12/FIPS 201 Compliant Access Control Systems • Human Machine Interface (HMI) • Identity Management and High Assurance Credentialing • Insight Data Analytics • Intrusion alarms • IoT System & Device Monitoring • IT Alerting • Mass Notification • NDAA Compliant Video Surveillance Systems • Personal & Physical Asset Tracking • Personal Duress & Lone Worker • Physical Access & Locking Hardware • Physical Security Information Management System (PSIM) • Safe, Vaults, & Other Locking Solutions • System Integration • Thermal Perimeter Detection • UL2050 Central Station Monitoring and Nationwide Servicing • UL2050 ICD-705 IDS Installation & Certification Services • Video Surveillance • Video surveillance camera systems • Visitor Management • Visual Command Center <p>STANLEY's system integration team is comprised of degreed, certified, and highly skilled teams of application engineers, project managers, software developers, database administrators, system analysts, and security technology specialists dedicated to integrating and providing support for a wide range of security systems and software platforms. STANLEY's Software Solutions Group has 50+ years combined experience managing physical security and IT platforms and can help you accomplish your security system integration objectives.</p> <p>Our system integration solutions combine multiple systems to create a comprehensive unified security solution. From one highly complex facilities to a sprawling multi-building campus, to security system integration across multiple sites, STANLEY will partner with you to design a security solution that meets your total security and integration needs.</p>
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66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>STANLEY ACCESS TECHNOLOGIES</p> <ul style="list-style-type: none"> - Automatic Sliding Doors - Automatic Swing Door Operators - Revolving Doors - Intensive care unit Doors - Automatic Bi-Fold Doors - Transit Doors & Gates - Platform Screen Doors - Emergency Egress Doors - Platform Screen Gates - Emergency Egress Gates - Automatic, Blast & Bullet Resistant Doors - High Security Locks & Padlocks & Keying Systems <p>STANLEY HEALTHCARE</p> <p>Hospitals & Clinics</p> <ul style="list-style-type: none"> - Patient Protection (Infants, Patients & Staff) - Fall Management - Real-Time Locations Solutions - Asset Management - Temperature Monitoring - Environmental Monitoring - Contract Tracing - Hand Hygiene compliance monitoring - Patient Flow - Staff Workflow - Protection Solutions - Cloud monitoring Solutions <p>Senior Living</p> <ul style="list-style-type: none"> - Wander Management - Fall Management - Emergency Call - Nurse Call
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
67	Alarm, alert, and signal systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>With an increase in awareness of domestic threats – whether it is an active shooter situation, biological threat or weather-related event – there is a growing need to establish effective ways of notifying those that could be directly and indirectly affected. There are several solutions for notifying a population of an emergency or event, but before investing capital to purchase the latest solution, it is important to first review the various features for mass event communication that may already be in place as part of existing enterprise security solutions. The speed and completeness of how you handle such events can affect the productivity of your teams and can make the difference in avoiding millions of dollars in costs or lost revenue. For example, reducing the time to initiate response to IT outages from today's average of 25 minutes to 5 can save state agencies several million dollars a year.</p> <p>Interoperability links different systems, devices and applications to exchange, integrate, access and cooperatively use data in a coordinated way, to provide timely information to different groups. Mutualink accomplishes interoperability by enabling secure, on-demand voice, video and information sharing between enterprises and first responders. It connects multiple responding agencies, even if they have different communications systems.</p>

68	Building security automation and integration, lighting control, and occupancy detection solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Stanley's Syntinel platform is the next generation control system for your facility. The non-proprietary solution can be customized to meet your facility's specific requirements, and it can integrate your current systems into a single, easy to use, platform for complete security control.</p> <p>CUSTOMIZED CONFIGURATION Utilizing our industry leading platform, Syntinel offers a fully customizable, scalable solution that seamlessly integrates a wide range of products and services that meet or exceeds your facility's operational requirements.</p> <p>ADVANCED MULTI-TOUCH INTERFACE Syntinel is the only complete, multi-touch interface on the market today. Make informed decisions with centralized access to all security information. This full visibility and control at your fingertips leads to operational efficiencies and allows for quick assessment leading to faster response times.</p> <p>ROBUST DATA LOGGING & REPORTING Gain insights into facility trends, ongoing maintenance needs and day-to-day operations. The Syntinel interface maximizes displayed information in a user-friendly format while prioritizing activities in the event quick action is needed.</p> <p>SYSTEM HEALTH MONITORING Assure your system is always operating as intended. Get notified when a service issue exists, diagnose the problem, and recommend the specific solution to fix the issue leading to reduce system downtime.</p>	*
69	Fire detection, sprinkler and suppression systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>STANLEY's Emergency Evacuation solutions combine the detection capabilities of our advanced fire alarm with the capabilities of emergency evacuation to provide a comprehensive life safety system for your building. For larger buildings where fire evacuations can be complicated, STANLEY Security provides a variety of advanced capabilities. When our code-compliant alarm systems detect fires, they will not only alert authorities, but also activate the building's life safety evacuation and communications systems. This can provide a crucial channel between first responders and your building occupants, ensuring enhanced safety for all involved.</p>	*
70	Intrusion and breach prevention and detection solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Installing reliable security systems is the easiest way for businesses to help prevent intrusion. STANLEY Security can design, install, service, and monitor effective security systems for businesses in a wide range of industries including commercial, retail, healthcare, financial, education, government, and more. Utilizing motion detectors, glass-break sensors, magnetic contacts or sensors, and other electronic security devices from leading manufacturers including Honeywell, Sonitrol, Pacom, and others, our skilled technicians will build a comprehensive, intrusion security system that can detect any unauthorized attempt to access your facility, protecting your property, people, and assets.</p>	*
71	Glass and window security, armor, and ballistic applications and solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>TANLEY Access Technologies proudly manufactures, installs, and services sliding, swinging, folding, transit/metro and revolving door systems, as well as an array of sensors, controls, and security options. Our door systems can be seen on buildings around the world in a wide variety of industries, including retail, hospitality, healthcare, education, restaurant, government and many more</p>	*
72	Closed circuit television (CCTV), surveillance, and recording solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Gaining visibility and insight into your business can be a challenge. Whether you manage one location or 1,000, an effective video surveillance system serves as a crime deterrent as well as a key method to capture and document security events on your premises. With STANLEY Security's video security solutions and CCTV security systems, we can keep an eye on your facility so you can focus on what matters: running your business.</p> <p>A security camera monitoring system is a critical component of a comprehensive security strategy. STANLEY is proud to offer the experience and expertise to design, install, maintain and upgrade a wide range of CCTV solutions to meet your unique business needs, as well as integrate with your existing systems. Whether you're looking for basic local video surveillance systems, or complex enterprise-class video surveillance for large campuses, STANLEY can deliver the solution you need.</p> <p>We provide security camera systems, onsite storage, and video management software.</p>	
73	Facility and parking access control solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>We understand that you need to regulate movement throughout your facility – you need to let the right people in and keep the wrong people out when it matters most. Access control systems guard against uncontrolled points of entry. Doors propped open by wooden blocks, unauthorized access to sensitive areas and uncontrolled visitor access can be eliminated when using access control security.</p> <p>STANLEY Security provides multiple options when it comes to managing your access control system. Depending on your solution, we can provide either a software- or web-based management application, which your team can use to easily manage your access control security. Or, STANLEY can handle the administration of your access control system for you, including administering your badging and cardholder database, door access controls, managing door lock schedules and providing activity/exception reports as needed. Our four ProtectionNet™ Customer Service Centers in the U.S. and Canada provide 24/7/365 monitoring and support.</p>	

74	Artificial Intelligence (AI) and robotic surveillance solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>STANLEY is leading the way with innovative advances in big data and analytics, providing unparalleled visibility into your organization's activities and operations.</p> <p>Based on vast industry knowledge – whether retail, healthcare, or another sector – we are utilizing customized data, tools, and methodology to leverage best practices across your business. Delivering actionable intelligence and analytics like never before, STANLEY Insights™ will provide value to businesses through our leading edge business Analytics Solutions and Professional Services.</p>
75	Facial recognition and thermal screening solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>STANLEY Security thermal temperature screening provides a range of solutions to suit your business needs. All are easy to install and easy to use and can be up and running in minutes, installed in lobbies, hallways and other key access points to help businesses, institutions and venues provide a safer environment for staff, customers and visitors. Thermal cameras identify elevated body temperatures and can alert organizations if a person's temperature exceeds a set threshold – such as 100.4° F, the CDC's definition of a fever – which can allow security personnel to decide if additional action is necessary. This enables your organization to be proactive in detecting elevated body temperature of people entering your facility, adding an extra layer of screening and protection for your employees and workplace as a whole.</p>
76	Training, consultative, monitoring, and administrative or technical support services, and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Reliable Alarm Monitoring Available through STANLEY Security's ProtectionNet™ Customer Service Centers In order to make a security system most effective, 24/7 alarm monitoring is essential. STANLEY Security's ProtectionNet™ Customer Services Centers employ the skilled security professionals and reliable equipment needed to effectively monitor all types of security systems for everyone from homeowners to Fortune 500 companies. We fully own and operate five monitoring centers in the U.S. and Canada, providing us with ample monitoring capabilities for our clients all across North America. Each is UL, ULC, and FM approved as well as staffed 24/7/365 with a bilingual team, so our clients can feel confident that we'll be available to identify and appropriately respond to any emergencies at their properties. Providing reliable alarm monitoring is one of the Five Customer Touchpoints in which we are committed to excellence, so we never compromise when it comes to delivering these services to our clients. We also excel in the areas of security system installation and service, providing overall best-in-class support to our customers. Whether you need new security solutions installed, are looking to integrate your existing systems, or simply want the best monitoring service available, STANLEY Security can deliver it.</p>

Table 15: Industry Specific Questions

Line Item	Question	Response *
77	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>SCSS if awarded a contract uses several software platforms to monitor and track the activities surrounding this contract. These platforms monitor sales, marketing, finance, operations and customers service.</p> <p>Sales Activity Tracking:</p> <ul style="list-style-type: none"> - Sales activity based on overall usage - Sales activity based on vertical and sub verticals - Sales activity based on territory and regions <p>Digital Marketing Campaigns</p> <ul style="list-style-type: none"> - Track campaigns to vertical and sub vertical in the SLED space
78	Describe any safeguards included in your proposed solutions that protect participating entities' sensitive information.	<p>SCSS uses appropriate technical and organizational measures to ensure security – including protection against unauthorized processing, accidental loss, destruction or damage. These technical measures include systems with encryption, virus protection, firewalls, access restrictions, etc.</p>
79	Explain your organization's approach to cyber security as it relates to your proposed solutions.	<p>Stanley Black & Decker maintains a Global Privacy Office that employs a team to ensure compliance and issues guidelines, policies and conducts training to ensure adequate security measures are in place. Part of these guidelines include the following: The use of technical and organizational measures to ensure security – including protection against unauthorized processing, accidental loss, destruction or damage. Technical measures include systems with encryption, virus protection, firewalls, access restrictions, etc. Organizational measures or processes including:</p> <ul style="list-style-type: none"> • Ensuring password protection on email attachments that contain personal data, using only approved methods for sharing data with third parties. • Saving personal data to central locations that are access restricted, and having procedures in place to review that access on a periodic basis • Reporting any concerns about the processing of personal data to appropriate teams. • Where there is any concern (even if the employee is uncertain) about the security of personal data, this must be raised to immediately.

80	Describe how emerging technologies are or will be incorporated in your proposed solutions.	<p>We're witnessing one of the biggest transformations of security in modern history.</p> <p>COVID-19 has challenged us as a society to rethink how we view security. The scope and role of security have expanded from protecting physical and digital assets to promoting safer, healthier and more efficient environments.</p> <p>This has prompted a rapid shift from analog and disparate to digital, touchless and highly integrated. As a result, organizations are now looking for an ecosystem of security solutions that can not only help protect their people and assets, but also drive their growth in the new economy. At the same time, the pandemic has accelerated innovation and data transformation.</p> <p>As an industry, we're now three to four years ahead of where we would have been - and customer expectations have evolved at a similar rate.</p> <p>For years, a general reluctance to move to the cloud has prevented widespread adoption of cloud-hosted and "as-a-service" (XaaS) solutions. Now more than ever, organizations understand how critical remote administration capabilities are in managing their people, assets and facilities in the future.</p> <p>Coupled with that is their need for real-time insights powered by Big Data, artificial intelligence (AI) and machine learning (ML). As organizations have access to more security data, AI and machine learning are vital in extracting key insights and identifying patterns that can drive more efficient and effective decision-making.</p> <p>All of these shifts are laying the foundation for a more predictive and proactive future - and one that's characterized by data-driven insights and frictionless experiences.</p> <p>In a world defined by complexity and uncertainty, the future of security is integrated, seamless and simple, so organizations can keep their people safe, safeguard their assets, protect their networks and manage their operations.</p> <p>Along with the many challenges that the global pandemic has presented, we're seeing new opportunities for organizations to adapt and thrive. The key to resilience in 2021 will be organizations' ability to recover, repair, revitalize and reposition - and security must be an integral part of that process.</p> <ul style="list-style-type: none"> - Using Security to Mitigate Health & Safety Risks - Solving the Threshold Management Equation - Cybersecurity & The Emergence of a New Perimeter - The Rise of Cloud Solutions and the XaaS Delivery Model - The Virtualization of Security Management - Leveraging Security Data to Improve Operations - New Privacy & Data Governance Considerations - The Transition to Touchless - Increased Demand for Flexible, Scalable and Integrated Solutions <p>SEE ATTACHED: "2021 INDUSTRY TRENDS REPORT"</p>	*
81	Explain how your organization has adapted to provide effective service during the ongoing COVID-19 pandemic.	<p>Tracked employee absence to ensure coverage for service, provided PPE and specific pandemic training for employees, developed a Clean Touch Certification for technicians.</p>	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

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- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Scott Wulforst, Director of Corrections & State Local Government, Stanley Convergent Security Solutions, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_Facility_Security_RFP_030421 Thu February 25 2021 04:41 PM	<input checked="" type="checkbox"/>	4
Addendum_7_Facility_Security_RFP_030421 Wed February 24 2021 01:48 PM	<input checked="" type="checkbox"/>	2
Addendum_6_Facility_Security_RFP_030421 Thu February 18 2021 12:56 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Facility_Security_RFP_030421 Wed February 10 2021 04:31 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Facility_Security_RFP_030421 Thu February 4 2021 03:25 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Facility_Security_RFP_030421 Tue February 2 2021 02:17 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Facility_Security_RFP_030421 Thu January 28 2021 01:03 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Facility_Security_RFP_030421 Tue January 19 2021 12:31 PM	<input checked="" type="checkbox"/>	1

Exhibit A
Monitoring Terms and Conditions

This Addendum is dated this ___ day of _____, and attached to and incorporated by reference into that Sourcewell Agreement No. _____ and PO No. _____ (hereinafter "Agreement"), between _____ (hereinafter "Customer") and Stanley Convergent Security Solutions, Inc. (hereinafter "SCSS").

This Addendum is intended to modify and/or clarify the Agreement as it pertains to the Monitoring Services provided by SCSS under the Agreement. If a conflict or inconsistency exists between the Agreement and this Addendum, then this Addendum shall prevail.

1. Payment.

Customer agrees to pay SCSS:

For monitoring and service of the system(s) Customer agrees to pay SCSS ☐ monthly, ☐ quarterly, ☐ annually, in advance of such services.

2. Liquidated Damages and SCSS's Limits of Liability.

A. The parties agree that SCSS is providing a system and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the system and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any system provided by SCSS or that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service or failure of performance, with the exception of SCSS's gross negligence, willful misconduct; that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS is not an insurer; and that insurance covering personal injury, property loss, and damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SCSS offers several levels of protection and services and that the system and/or service described in the Schedule has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs. The Agreement shall confer no rights on the part of any person or entity that is not a party hereto, whether as a third-party beneficiary or otherwise.

B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INJURIES TO THIRD PARTIES. THEREFORE, IF LIABILITY IS IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED OR \$10,000 WHICHEVER IS LESS. THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (II) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES OR LIMITATION OF LIABILITY AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN

STANLEY Convergent Security Solutions, Inc. License Information (as of 03-02-2021): AK 1003300; 104891; AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; AZ ROC204975; AR 032977; CMFY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF20001345; GA 439701; HI 36390; IA AC-211; ID 015830; 022726-AA-4; IL 127001274; KY 338 (Louisville); LA F1162; F875; F1277; 61931; MA 12737A; MD 107-1828; 259; MI 5103423; 3601207680; MN TS001238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; ND: 35031 Class C Contractor - contract limit not to exceed \$300,000 NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554; NV F401 E350; 0071024; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161567; PA 032736; RI 9448A; TSC 4996; SC FAC3387; BAC5501; TN 1180; 1448; 1650; 1446; 2026, CE-D 65528; TX ACR2639; ECR1621; B02140; UT 5704068-6501; VA 2705087235A, 11-5481; WA STANLCS925MZ; WV 045298; WI 969322; WY LV-G-23879.

ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES OR LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCSS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.

NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SCSS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES.

- C. Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons in its premises, and for protecting against losses to his/her own property or the property of others in its premises, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, UNLESS CAUSED BY SCSS OR ANY OF ITS AGENTS OR EMPLOYEES GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FAILURE OF PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT.

3. Waiver of Subrogation.

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with the services provided by SCSS. For all losses, damage or injury above the limits set forth in Paragraph 2.B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Both parties do hereby for themselves and for other parties claiming under them, release and discharge each other from and against all claims arising from hazards covered by insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against either party.

4. Miscellaneous Charges and Increase in Charges.

- A. If Customer or SCSS is assessed any fine or penalty by any municipality, fire, or police department as a result of any false alarm, Customer shall pay the full amount of such fine or penalty. If, following an investigation at Customer's request, it is mutually agreed that a false alarm was caused by SCSS, the amount of the fine or penalty paid by Customer shall be credited to Customer's account.
- B. Customer shall pay any and all charges imposed by any telephone, internet, or other telecommunications provider. SCSS may immediately increase its monthly charges to reflect any increased telecommunications charges for the Customer facility covered by this Agreement.
- C. It is Customer's responsibility to obtain alarm use permits and any other types of permits required by the local jurisdiction.

5. Obligations of Customer.

- A. Customer shall have full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.
- B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.
- C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in, or failure of, the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.
- D. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's

expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

- E. For those premises where closed circuit television equipment is provided, Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide 110 AC power supply where required, as well as shelf or desk space for monitors.
- F. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.
- G. Customer represents that, except to the extent it has given SCSS written notice prior to the execution of this Agreement, (i) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SCSS's reasonable control and SCSS shall not start, or continue, to perform its work under the Agreement until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer agrees to indemnify, defend, and hold SCSS, its officers, directors, and agents harmless from any damages, claims, injuries, liabilities resulting from the exposure of SCSS's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by SCSS.
- H. **Verified Response Jurisdictions.** Some jurisdictions require that an intrusion be verified by video, audio, or in-person verification before police will respond to an alarm signal. In the event an intrusion alarm signal is received by SCSS, but the police department indicates it will not respond without verification, SCSS shall verify by video or audio (if possible) or shall contact a guard service to send a guard to Customer's Premises to verify the alarm. Customer shall be responsible for payment of any costs SCSS incurs in this regard.

6. Obligations of SCSS.

- A. Except as otherwise provided herein, neither party shall be held responsible or liable to the other for delay in installation of any equipment or interruption of service due to strikes, lockouts, riots, floods, fires, lightning, terrorism, acts of God, or any cause beyond the control of such party, including interruptions in telephone, internet, or other telecommunications service. SCSS will not be required to supply service to Customer while any such cause is ongoing.
- B. If Customer has subscribed to monitoring service, the system will be connected to an alarm monitoring station operated by SCSS or one of its affiliates (the "Center"). Unless specifically requested otherwise by the Customer and approved by SCSS, when an intrusion alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them once the police have been notified. When a fire alarm, hold-up alarm, or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center reserves the right to use automated notification procedures in lieu of phone call notifications for non-emergency signals unless expressly prohibited by local authorities. If Customer requires phone notification for non-emergency signals, Customer agrees to subscribe to such service and an additional fee may apply. Phone notification for non-emergency signals will be made during normal day-time hours unless expressly requested otherwise by Customer.

SCSS may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental

or insurance requirements without notice. Customer consents to the audio and video recording of telephonic and video communications between Customer's premises and SCSS, and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.

- C. If video equipment is installed, it will be integrated into the system. When the video equipment is activated, it will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 6.B above.
- D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to the SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use telecommunications lines (such as standard telephone lines or other types of lines), and SCSS does not receive signals when the telephone system becomes non-operational or the line is placed on vacation status, cut, interfered with, or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet-based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or unavailability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. **Customer understands that SCSS offers several levels of communication methods of alarm signals to the Center and that the Services described on the applicable Schedule(s) have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required.** Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. **IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.**
- E. For those premises with a direct connection to the police, fire department, or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other locations, and that the personnel of such police and/or fire departments or other agencies are not SCSS's agents, nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
- F. For those premises where card access security is provided, SCSS assumes no responsibility or liability for lost or stolen access cards
- G. **Termination of Monitoring.** If SCSS is engaged at the time of termination of the Agreement by either party to monitor any alarms or signals from any Customer premises, Customer agrees that SCSS may cease such monitoring on the effective date of any termination without additional notice to Customer.

NO OTHER MODIFICATIONS

Except as expressly set forth in this Addendum, all of the terms and conditions of the Agreement entered into between the parties remain in full force and effect.

Stanley Convergent Security Solutions, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS**1. Definitions**

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

An updated and notarized Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	
Name: Securitas Technology Corporation	
Address: 3800 Tabs Drive	City / ST / Zip: Uniontown, OH 44685
Telephone: 317-558-1600	EIN or DUNS : 20-1044950
Block 2: Description / Subject Matter of Contract	
Services for: Security Systems, Software and Services	Project Number: 240094-DM

Block 3:	<u>Type of Business</u>
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:	

CERTIFICATE – DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)**Block 4: Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	SecurityCo Solutions, Inc. (100% owner)	8350 Sunlight Drive, Fishers, IN 46037	317-558-1600
2	Michael J. Blum, Director	3800 Tabs Drive, Uniontown, OH 44685	855-331-0359
3	Lance A. Byerly, Director	3800 Tabs Drive, Uniontown, OH 44685	855-331-0359
4	Kevin Engelhardt, Director	3800 Tabs Drive, Uniontown, OH 44685	855-331-0359
5	Ashwin Kataria, Director	3800 Tabs Drive, Uniontown, OH 44685	855-331-0359
6	Ina Staris, Director	3800 Tabs Drive, Uniontown, OH 44685	855-331-0359
7			
8			
9			
10			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership and Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5: Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

Contracting Party Certification (Notarized signature required in event of contract award per section 4, "Incorporation")

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Signature

Date

Subscribed and sworn to before me this 5 day of December, 2023

Notary Signature

JIN LEE
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20214048192
MY COMMISSION EXPIRES DEC 13, 2025