

**MASTER AGREEMENT #121024****CATEGORY: Facility Security Systems, Equipment, and Software with Related Services****SUPPLIER: Securitas Technology Corporation**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Securitas Technology Corporation, 3800 Tabs Drive, Uniontown, OH 44685-1692 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on February 18, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation 121024) to Participating Entities. In Scope solutions include:
- a) Alarm and signal systems;
- b) Building security automation and integration, motion-controlled lighting, occupancy detection solutions;
- c) Fire detection, sprinkler and suppression systems;
- d) Intrusion and breach prevention and detection solutions;
- e) Glass and window security, armor, and ballistic applications and solutions;
- f) Closed circuit television (CCTV), surveillance, and recording solutions;
- g) Facility and parking access control solutions;
- h) Robotic and Artificial Intelligence (AI) surveillance solutions; and
- i) Biometric scanning and screening.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, will conform to its associated documentation, and where a Participating Entity purchases equipment under this Agreement, the equipment will be free from defects in design, materials, and workmanship under normal use and operating conditions for a period of One (1) Year from the date of acceptance by the Participating Entity. If, during this warranty period, any of the equipment or parts are defective or malfunction, the equipment will be repaired or replaced, at Supplier's sole option, free of charge. Warranty repair is provided during the hours of 8:00 am - 5:00 pm (local time) Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs due to (i) adjustments, additions, alternations, abuse, misuse or tampering of the equipment by the Participating Entity (ii) equipment operation or use contrary to the operating instructions; (iii) software used with an operating system other than that specified by Supplier or its original equipment manufacturer ("OEM"); (iv) performance issues relating to the use of Participating Entity's data network(s); (v) power fluctuations; or (vi) any other cause not within the cause or control of Supplier. If inspection by Supplier fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Participating Entity's expense and Supplier's regular service charges will apply.

DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY, SUPPLIER MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, WHETHER ARISING UNDER LAW OR EQUITY OR CUSTOM OR USAGE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY THAT THE EQUIPMENT OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE EQUIPMENT OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. SUPPLIER 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 AGREEMENT.

- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier 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 any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further

warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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 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.

ii) **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. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **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. Supplier 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.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier 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.

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

xii) **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.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;

- Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused directly by Supplier performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **Commercial General Liability Insurance.** Supplier 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 Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person

authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier 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 Agreement or other insurance applicable to the Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) Should the Participating Entity and Supplier forego negotiations of final terms, and agree to use the terms and conditions of this Agreement, then the following items shall apply:
 - 3.1. **Acceptance of Installed Equipment.** For an installed equipment, Participating Entity shall have ten (10) days (unless a longer period of time is specified in the applicable Ordering Document) following the completion of installation of the equipment(s) and Supplier's determination that the equipment is in operable condition, capable of functioning according to Supplier's standards and specifications, and communicating with Supplier's central station(s)/monitoring center(s) (collectively "Participating Entity Service Center" or "Center") (if applicable) to accept the equipment (the "Acceptance Period"). If Participating Entity accepts the equipment, Participating Entity shall execute Supplier's Certificate of Completion or other user acceptance document (each a "COC"). If the equipment does not materially comply with the Ordering Document, Participating Entity may deny Acceptance by providing a written notice specifying in detail the reasons the equipment fails to meet the relevant criteria ("Deficiency Notice"). Supplier will correct any material deficiencies and will retender the equipment to Participating Entity for review and approval as soon as reasonably practicable. The foregoing described process shall repeat until Supplier corrects all material deficiencies and the equipment materially complies with the Ordering Document. If no Deficiency Notice is received by Supplier within the Acceptance Period, or if the equipment is utilized for purposes other than testing, regardless of whether Participating Entity executes Supplier's COC, the equipment shall be deemed accepted by Participating Entity. Supplier shall have no obligation to allow return or grant a refund for any part of the equipment that has been accepted by Participating Entity.
 - 3.2. **Indemnification.** Supplier will indemnify, defend and hold the Participating Entity, its officers, directors, agents and employees harmless from damage, liability and expense resulting from (i) negligent or wrongful acts or omissions of Supplier, its agents or employees related to the installation work performed under this Agreement; and (ii) any failure, neglect, act or omission on the part of Supplier or any employee or agent of Supplier in connection with any law, requirement, ordinance or regulation of any governmental authority. Notwithstanding the foregoing, Supplier is not the manufacturer of the products installed under this Agreement and shall have no liability or expense resulting from or due to failures of those products installed under this Agreement.
 - 3.3. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. IT IS FURTHER AGREED THAT NEITHER PARTY'S LIABILITY SHALL EXCEED 2X THE ANNUAL AMOUNT PAID BY PARTICIPATION ENTITY TO SUPPLIER OR \$1,000,000 WHICHEVER IS GREATER. THE PAYMENT OF THIS AMOUNT SHALL BE THE PARTY'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. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS ARISING OUT OF OR IN RELATION TO (1) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (2) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; (3) A PARTY'S MISAPPROPRIATION OF INTELLECTUAL PROPERTY; OR (4) THIRD PARTY INDEMNIFICATION OBLIGATIONS.

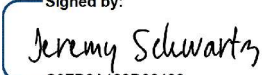
- 4) **Applicable Taxes.** Supplier's proposed amount excludes all applicable taxes. Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 5) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. However, and unless otherwise agreed to by Supplier and the Participating Entity, payment shall be made no later than thirty (30) days after the date of the invoice. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 6) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 7) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 8) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 9) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.
- 10) **Terms and Conditions Relating to Specific Services.**
 - a) Where Participating Entity purchases alarm monitoring services from Supplier, an example of the standard alarm monitoring terms and conditions between Participating Entity and Supplier are attached as Exhibit A to this Agreement and shall be executed by Participating

Entity and Supplier as a condition precedent to Supplier's provision of the alarm monitoring services.

- b) Where Participating Entity purchases Software as a Service ("SaaS") (cloud related services), an example of the standard terms and conditions between Participating Entity and Supplier are attached as Exhibit B to this Agreement and shall be executed by Participating Entity and Supplier as a condition precedent to Supplier's provision of the cloud related services.

Sourcewell

Securitas Technology Corporation

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
3/19/2025 | 11:43 AM CDT
Date: _____

Signed by:

CF4B615F85A445C...
By: _____
Mike Capra
Title: VP US Core Commercial
3/19/2025 | 9:26 AM PDT
Date: _____

EXHIBIT A
Alarm Monitoring Terms and Conditions

This Alarm Monitoring Addendum is incorporated by reference into the _____ (hereinafter "Agreement"), between _____ (hereinafter "Participation Entity") and Securitas Technology Corporation (hereinafter "Supplier"). This Addendum is intended to modify and/or clarify the Agreement as it pertains to the Alarm Monitoring Services provided by Supplier under the Agreement. If a conflict or inconsistency exists between the Agreement and this Addendum, then this Addendum shall prevail as it relates to these services.

1. Payment.

Participation Entity agrees to pay Supplier for the alarm monitoring systems monthly, in advance of such services.

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

- A. THE PARTIES AGREE THAT (I) SUPPLIER IS PROVIDING A SYSTEM AND/OR SERVICE DESIGNED TO REDUCE THE RISK OF LOSS ONLY; (II) 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 PARTICIPATION ENTITY'S PREMISES; (III) SUPPLIER IS NOT LIABLE FOR LOSSES WHICH MAY OCCUR IN CASES OF MALFUNCTION OR NON-FUNCTION OF ANY SYSTEM PROVIDED OR SERVICED BY SUPPLIER, NOT LIABLE FOR LOSSES WHICH MAY OCCUR IN THE MONITORING, REPAIRING, SIGNAL HANDLING OR DISPATCHING ASPECTS OF THE SERVICE, AND NOT LIABLE FOR LOSSES RESULTING FROM FAILURE TO WARN OR INADEQUATE TRAINING, IN EACH CASE EVEN IF DUE TO SUPPLIER'S NEGLIGENCE OR FAILURE OF PERFORMANCE; (IV) SUPPLIER IS NOT AN INSURER; AND (V) INSURANCE COVERING PERSONAL INJURY, PROPERTY LOSS, AND DAMAGE TO AND ON PARTICIPATION ENTITY'S PREMISES MUST BE OBTAINED AND/OR MAINTAINED BY PARTICIPATION ENTITY. PARTICIPATION ENTITY UNDERSTANDS THAT (A) IT IS PARTICIPATION ENTITY'S DUTY TO PURCHASE SUCH INSURANCE; AND (B) SUPPLIER OFFERS SEVERAL LEVELS OF PROTECTION AND SERVICES AND THAT THE SYSTEM AND/OR SERVICE DESCRIBED IN THE ORDERING DOCUMENT HAS BEEN CHOSEN BY PARTICIPATION ENTITY AFTER CONSIDERING AND BALANCING THE LEVELS OF PROTECTION AFFORDED BY VARIOUS SYSTEMS AND THE RELATED COSTS. THIS 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, WITH THE EXCEPTION OF THIRD PARTIES IDENTIFIED IN THIS SECTION 6.
- 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 CLIENT'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 CLIENT DATA, INABILITY OF COMPANY TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CLIENT'S POSSIBLE LOSS OR INJURIES TO THIRD PARTIES. THEREFORE, IF SECTION 6(A) IS JUDICIALLY DETERMINED TO BE INVALID, UNENFORCEABLE, OR IS OTHERWISE NOT ENFORCED, AND ANY LIABILITY IS JUDICIALLY IMPOSED ON COMPANY, 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. (IF THERE IS NO ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED, COMPANY'S LIABILITY SHALL BE LIMITED TO \$500.00). 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 COMPANY'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 COMPANY, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. IF CLIENT WISHES COMPANY TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES OR LIMITATION OF LIABILITY AS PROVIDED ABOVE, PARTICIPATION ENTITY MAY OBTAIN FROM SUPPLIER AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES OR HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SUPPLIER. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH COMPANY AS AN INSURER.

- C. IN NO EVENT WILL COMPANY, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR ANY LOST PROFITS, LOSS OF REVENUE, COST OF COVER, OR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER, WHETHER SOUNDING IN CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY AND PRODUCTS LIABILITY), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THE DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.
- D. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST COMPANY MORE THAN TWO (2) YEARS AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES.
- E. BECAUSE THE PARTIES AGREE THAT PARTICIPATION ENTITY RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS ON ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO PARTICIPATION ENTITY'S OWN PROPERTY OR THE PROPERTY OF OTHERS ON ITS PREMISES, CLIENT AGREES TO INDEMNIFY AND SAVE HARMLESS COMPANY, 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, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY COMPANY OF ANY SERVICE PROVIDED BY COMPANY, INCLUDING BUT NOT LIMITED TO, THE INSTALLATION, REPAIR, MONITORING, SIGNAL HANDLING, OR DISPATCHING ASPECTS OF THE SERVICE.

3. Waiver of Subrogation.

Participation Entity shall obtain, and maintain, insurance coverage and/or an appropriate self-insurance program to cover all losses, damage, or injury Participation Entity may sustain in security-related incidents. Participation Entity shall look solely to its insurer for recovery of security incident related losses and hereby waives any and all claims for such losses against Supplier. Participation Entity 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. Participation Entity agrees that at any time following expiration of twelve (12) months from the Effective Date of this Agreement or from the date of Participation Entity's Acceptance of a System at a new location, Supplier may increase the monthly charges set forth in the applicable Ordering Document once a year, for the balance of the term and any renewal thereof. If Supplier increases the monthly charges by an amount greater than nine percent (9%), Participation Entity's sole remedy with respect to such increase is to terminate this Agreement upon written notice to Supplier within fifteen (15) days of the earlier of the first invoice reflecting such increase or any other notification to Participation Entity of the increase.
- B. At Supplier's option, a fee may be charged for any unnecessary service run or false alarm. If either Participation Entity or Supplier is assessed any fine or penalty by any municipality, fire, or police department as a result of any false alarm, Participation Entity shall pay the full amount of such fine or penalty. If, following an investigation at Participation Entity's request, it is mutually agreed that a false alarm was caused by Supplier, the amount of the fine or penalty paid by Participation Entity shall be credited to Participation Entity's account. Should the System excessively signal Supplier's monitoring facility as a result of any cause other than Supplier's sole negligence, Participation Entity authorizes Supplier to: (i) suspend performance of any of the services; (ii) shut down the panel and/or the System; and (iii) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility while the Parties investigate the source of the excessive signaling.
- C. The payments set forth in the Ordering Document may include telephone company line charges, if required. Supplier may immediately increase its monthly charges to reflect such increased line charges for the Participation Entity facility covered by this Agreement. Participation Entity shall also pay any telephone company toll line charges incurred by the operation of the System.

5. Further Obligations of Customer.

- A. Participation Entity, at its own expense, shall supply appropriate unswitched AC electric power, outlets for such power, located according to Supplier's requirements, and telephone company interconnection jacks, if required.
- B. Participation Entity shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment, or otherwise interfere with System(s) installed by Supplier, nor shall Participation Entity permit the same to be done by others. It is further agreed that CLIENT SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FOR ANY CLAIM ARISING OUT OF THE FOREGOING, and that if any work is required to be performed by Supplier due to Participation Entity's breach of the foregoing obligations, Participation Entity will pay Supplier for such work in accordance with Supplier's then current prevailing charges.
- C. For those premises where Supplier is to provide monitoring services, Participation Entity shall be solely responsible for providing to and updating Supplier with the information required to provide the services hereunder, including but not limited to a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Participation Entity during scheduled closed periods, instructions on order of contacting individuals and authorities in case of an alarm signal or other type of signal, an authorized daily and holiday opening and closing schedule; authorized contacts and accurate contact information ("Action Plan"). Participation Entity agrees that telephone calls and video received or transmitted by the Participation Entity Service Center, including the receipt and transmission of alarm signals, may be electronically recorded by Supplier. Participation Entity consents to such recording and will inform its employees and appropriate third parties that such recordings are authorized.

- D. Participation Entity is solely responsible for activating any intrusion alarm System at such times as Participation Entity shall close its premises. Participation Entity shall regularly test its System(s), including conducting walk tests of any motion detection equipment, and shall immediately report to Supplier any claimed inadequacy in, or failure of, any System.
- E. Participation Entity shall permit Supplier access to the premises for any reason arising out of, or in connection with, Supplier's rights or obligations under this Agreement.
- F. At any time during the Initial Term of this Agreement or any Renewal Term, Supplier may reasonably determine that equipment being serviced hereunder is obsolete or not otherwise reasonably capable of being maintained in an operable condition as a result of age, volume of use, unavailability of necessary replacement parts or other reason or condition. In such event, upon receipt of written notice or such determination from Supplier, Participation Entity shall either replace the obsolete equipment with new equipment, remove the equipment from the scope of coverage of this Agreement, or agree in writing that such equipment will continue to be serviced hereunder by Supplier (if Supplier is able to do so) on a time and materials basis.
- G. Should any part of the System be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of Supplier, any repairs or replacement shall be paid for by Participation Entity (ordinary wear and tear excepted in the case of a Leased System).
- H. Participation Entity represents and warrants that Participation Entity is the owner of the premises or, if not, that the owner agrees and consents to the installation of the System on the premises. Participation Entity shall indemnify and hold Supplier harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Supplier's inability to recover Leased System components when Participation Entity moves out of the premises.
- I. For those premises where Supplier is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Participation Entity 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 Participation Entity's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Supplier's signaling devices. Participation Entity further agrees to furnish any necessary water through Participation Entity's meter and at Participation Entity'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.
- J. For those premises where the System transmits video Participation Entity shall (i) provide and maintain adequate power and lighting for all cameras or other video-related equipment; (ii) instruct all personnel who may use the service or the System of any of the limitations respecting the service or the System as set forth in an agreement or otherwise; (iii) take all steps necessary to inform any person who may be the subject of any video and/or audio monitoring of the possibility of such monitoring including the prominent and conspicuous display of signs or the broadcasting of periodic or intrusion-related aural announcements informing any such person of the audio and/or video monitoring while on the premises; (iv) not use or permit the use of video data transmitted or received from cameras installed with a view where any person may have a reasonable expectation of privacy including restrooms, dressing or changing areas, locker rooms or similar areas; (v) use the service and video transmitted from a System only for the intended purpose of providing security surveillance or management services and for no other purpose; (vi) not use the services or video transmitted from a System for any

criminal, illegal or otherwise unlawful activity, including invasion of or intrusion upon the privacy or seclusion or the private affairs of another or eavesdropping or for viewing, transmitting or storing sexually explicit materials; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the System or use of the service.

- K. It is mutually agreed that the Participation Entity 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 Participation Entity's premises.
- L. Participation Entity represents that, except to the extent it has given Supplier written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulation, and (ii) 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 Participation Entity) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond Supplier's reasonable control and Supplier shall not start, or continue, to perform its work under this Agreement until Participation Entity has remedied the unsafe or unlawful condition at Participation Entity's sole expense. CLIENT SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS AND EXPENSES OF ANY KIND (INCLUDING ATTORNEYS' FEES) FOR FINES, PENALTIES, BACK WAGES, BODILY INJURY, PROPERTY DAMAGE, DELAY OR WORK STOPPAGE THAT ARISES UNDER OR RESULTS FROM SUCH UNSAFE OR UNLAWFUL CONDITIONS (REGARDLESS OF WHETHER OR NOT CLIENT DISCLOSED SUCH MATERIALS TO COMPANY). Participation Entity further represents that it is not subject to any economic or trade sanctions and will immediately notify Supplier if it becomes subject to such sanctions, in which event Supplier shall be entitled to immediately terminate this Agreement.

6. Obligations of Supplier; Limitations.

- A. Neither party shall be held responsible or liable for delay in installation of the System or interruption of service due to strikes, lockouts, riots, floods, fires, lightning, acts of God, pandemics, endemics, supply chain issues and shortages, or any cause beyond the control of such party, including interruptions in internet, telephone, or other telecommunications service (each a "Force Majeure"). Supplier will not be required to perform installation or supply service to Participation Entity while any such cause shall continue. If such Force Majeure event continues for more than thirty (30) days, either party may terminate this Agreement without liability as of the date specified in a written notice to the other party.
- B. For those premises where monitoring service is provided, Supplier, upon receipt of an alarm signal from Participation Entity's premises, shall (unless previously instructed otherwise by Participation Entity), follow the Action Plan. If no Action Plan is in place, Supplier shall make a reasonable effort to notify Participation Entity and/or the pertinent authorities of the alarm, with the exception that Supplier shall clear the alarm signal if, through video or audio verification, Supplier determines an emergency does not exist.
- C. Supplier 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 Participation Entity requires phone notification for non-emergency signals, Participation Entity agrees to subscribe to such service and an additional fee may apply. Phone notification for non-emergency signals will be made during normal business hours unless expressly requested otherwise by Participation Entity.

- D. Supplier may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. Supplier and Participation Entity are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the System. Supplier reserves the right to discontinue or change any particular response service due to such governmental requirements or any insurance requirements without notice. Participation Entity consents to the tape and video recording of telephonic and video communications between Participation Entity's premises and Supplier, and Participation Entity will inform its employees and third parties that such recordings are authorized. If Participation Entity'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, Participation Entity agrees to subscribe to such service if provided by Supplier, or otherwise comply with such requirements, and an additional fee may apply for such services.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Addendum by their signatures below on the dates indicated:

SECURITAS TECHNOLOGY CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B

SaaS (Software-as-a-Service) Terms and Conditions

This SaaS Addendum ("**Addendum**") is attached to and incorporated by reference into the agreement in effect between Securitas Technology Corporation ("**Supplier**") and _____ ("**Participation Entity**") as of the date of execution of this Addendum by all Parties ("**Addendum Effective Date**") ("**Agreement**"). This Addendum sets forth the terms and conditions under which Supplier shall license and provide to Participation Entity the SaaS Solution(s) (as defined below) identified in any Ordering Document(s). In case of a conflict between this Addendum and the Agreement or any other agreement between the Parties, this Addendum shall take precedence with respect to the SaaS Solution(s). Supplier and Participation Entity are referred to herein collectively as the "**Parties**" or individually as a "**Party**". Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Agreement.

Definitions.

"Aggregated Statistics" means data and information related to Participation Entity's use of the SaaS Solution(s) that is used by Supplier in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the SaaS Solution(s) and for improvement of the SaaS Solution(s) and the development of new product and service offerings.

"Authorized User" means Participation Entity's employees, consultants, contractors, and agents (i) who are authorized by Participation Entity to access and use the SaaS Solution(s) under the rights granted to Participation Entity pursuant to this Addendum and have been supplied user identifications and passwords by Participation Entity (or by Supplier at Participation Entity's request) and (ii) for whom access to the SaaS Solution(s) has been purchased hereunder.

"Participation Entity Data" means information, data, and other content, in any form or medium, that is submitted, stored, or otherwise transmitted by or on behalf of Participation Entity or an Authorized User through the SaaS Solution(s) (other than Aggregated Statistics).

"Documentation" means Supplier's user manuals, handbooks, and guides for the SaaS Solution(s) that Supplier provides to Participation Entity, either electronically or in hard copy form.

"Supplier IP" means the Supplier's proprietary software and technology that provides SaaS Solution(s), the Documentation, and any and all Supplier's intellectual property and technology provided to Participation Entity or any Authorized User in connection with the foregoing. For the avoidance of doubt, Supplier IP includes Aggregated Statistics and any information, data, or other content derived from Supplier's monitoring of Participation Entity's access to or use of the SaaS Solution(s), but does not include Participation Entity Data.

"SaaS Solution(s)" means any software sold to Participation Entity by Supplier that is accessed online via a subscription model that is identified in any Ordering Document.

Access and Use.

- E. **Provision of Access.** Subject to and conditioned on Participation Entity's payment of Fees and compliance with all the terms and conditions of this Addendum, Supplier hereby grants Participation Entity a non-exclusive, non-transferable, right to access and use the SaaS Solution(s) during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Participation Entity's internal use. Supplier shall provide to Participation Entity the necessary passwords and network links or connections to allow Participation Entity to access the SaaS Solution(s).
- F. **Documentation License.** Subject to the terms and conditions contained in this Addendum, Supplier hereby grants to Participation Entity a non-exclusive, non-transferable license to use the Documentation during the Term solely for Participation Entity's internal business purposes and only in connection with its use of the SaaS Solution(s).
- G. **Use Restrictions.** Participation Entity shall not use the SaaS Solution(s) for any purposes beyond the scope of the access granted in this Addendum. Participation Entity shall not at any time, directly or indirectly, and shall not permit any Authorized Users or others, to do any of the following: (i) copy, modify, or create derivative works of the SaaS Solution(s) or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SaaS Solution(s) or Documentation or otherwise use or exploit the SaaS Solution(s) for the benefit of a third-party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the SaaS Solution(s), in whole or in part; (iv) remove any proprietary notices from the SaaS Solution(s) or Documentation; (v) use the SaaS Solution(s) or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (v) allow Authorized User subscriptions to be shared or used by more than one individual Authorized User (except that Authorized User subscriptions may be reassigned to new Authorized Users replacing individuals who have terminated employment or otherwise changed job status or function and no longer need to use the SaaS Solution(s)).
- H. **Reservation of Rights.** Supplier reserves all rights not expressly granted to Participation Entity in this Addendum. Except for the limited rights and licenses expressly granted under this Addendum, nothing in this Addendum or the Agreement grants, by implication, waiver, estoppel, or otherwise, to Participation Entity or any third-party any intellectual property rights or other right, title, or interest in or to the Supplier IP. There are no implied rights.
- I. **Suspension.** Notwithstanding anything to the contrary in this Addendum or the Agreement, Supplier may temporarily suspend Participation Entity's and any Authorized User's access to any portion or all of the SaaS Solution(s) if: (i) Supplier reasonably determines that (A) there is a threat or attack on any of the Supplier IP; (B) Participation Entity's or any

Authorized User's use of the Supplier IP disrupts or poses a security risk to the Supplier IP or to any other client or vendor of Supplier; (C) Participation Entity, or any Authorized User, is using the Supplier IP for fraudulent or illegal activities; (D) subject to applicable law, Participation Entity has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Supplier's provision of the SaaS Solution(s) to Participation Entity or any Authorized User is prohibited by applicable law; (ii) any vendor of Supplier has suspended or terminated Supplier's access to or use of any third-party services or products required to enable Participation Entity to access the SaaS Solution(s); or (iii) in accordance with Section 5 (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Supplier shall use commercially reasonable efforts to provide written notice of any Service Suspension to Participation Entity and to provide updates regarding resumption of access to the SaaS Solution(s) following any Service Suspension. Supplier shall use commercially reasonable efforts to resume providing access to the SaaS Solution(s) as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Supplier will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Participation Entity or any Authorized User may incur as a result of a Service Suspension.

- J. **Aggregated Statistics.** Notwithstanding anything to the contrary in this Addendum or the Agreement, Supplier may monitor Participation Entity's use of the SaaS Solution(s) and collect and compile Aggregated Statistics. As between Supplier and Participation Entity, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Supplier. Participation Entity acknowledges that Supplier may compile Aggregated Statistics based on Participation Entity Data input into the SaaS Solution(s). Participation Entity agrees that Supplier may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Participation Entity.
- K. **Other Terms.** The SaaS Solution(s) includes the standard, currently available features and functionality applicable to the SaaS Solution(s), and any new features that augment or enhance such SaaS Solution(s), excluding any new modules that Supplier markets and sells as a separate product. Supplier may update the content, functionality, and user interface of the SaaS Solution(s) from time to time, provided that such updates will not materially reduce or degrade the features or functions of the SaaS Solution(s). Supplier may create and maintain administrative, support, system, and maintenance accounts within the SaaS Solution(s), all with Participation Entity Data access for Supplier and its assigned operators and/or other service providers, in order to deliver the SaaS Solution(s).

Participation Entity Responsibilities.

- L. **General.** Participation Entity is responsible and liable for all uses of the SaaS Solution(s) and Documentation resulting from access provided by Participation Entity, directly or indirectly, whether such access or use is permitted by or in violation of this Addendum and the Agreement. Without limiting the generality of the foregoing, Participation Entity is responsible for all acts and omissions of Authorized Users and those utilizing the credentials of any Authorized User. Any act or omission by an Authorized User that would constitute a breach of this Addendum or the Agreement if taken by Participation Entity will be deemed a breach of this Addendum and the Agreement by Participation Entity. Participation Entity shall use reasonable efforts to make all Authorized Users aware of this Addendum's provisions as applicable to such Authorized User's use of the SaaS Solution(s), and shall cause Authorized Users to comply with such provisions.
- M. Participation Entity shall (a) be solely responsible for the accuracy, quality, integrity and legality of the Participation Entity Data and of the means by which Participation Entity acquired Participation Entity Data, (b) use commercially reasonable efforts to prevent unauthorized access to or use of the SaaS Solution(s), and notify Supplier promptly of any such unauthorized access or use, and (c) use the SaaS Solution(s) only in accordance with any applicable laws and government regulations. Supplier disclaims any and all liability for the legality of Participation Entity Data as provided by Participation Entity to the fullest extent permitted by law.
- N. Passwords must be kept private and Participation Entity must immediately notify Supplier if it becomes aware of any loss, theft, or unauthorized use of Participation Entity's password or of any other unauthorized use of any account information, contact data, or the SaaS Solution(s).

Support SaaS Solution(s).

Support Services. Supplier will provide Participation Entity with help operating the SaaS Solution(s) and answering general use questions as follows:

- Support is provided by Supplier support team from 9:00 a.m. to 5:00 p.m. EST by telephone, Monday through Friday (excluding Supplier holidays) is available by opening a ticket using the SecureStat HQ App or Web Portal.
- Participation Entity will contact Supplier's support team using one of two communication methods: via Supplier's telephone support number at 855-331-0359 or via email at softwaresolutionsgroup@securitas.com.
- For the two contact methods, a support request ticket will be created in the Supplier helpdesk ticketing system.
- Each ticket is closed after Participation Entity has confirmed that the request has been resolved.

Notwithstanding the foregoing, the parties acknowledge and agree that the resolution times are contingent on the Participation Entity providing reasonable access to diagnostics, logs and all other information reasonably necessary to reproduce, diagnose and resolve the fault.

Supplier reserves the right to work with the third-party supplier of the SaaS Solution(s) with respect to providing support services to Participation Entity, and Participation Entity agrees to cooperate with the third-party supplier of the SaaS Solution(s) in the provision of any support services it provides.

Fees.

Participation Entity shall pay Supplier the fees for the SaaS Solution(s) as set forth in the relevant Ordering Document ("**Fees**") without offset or deduction. Fees are non-refundable. If Participation Entity fails to make any payment when due, without limiting Supplier's other rights and remedies, if such failure continues for five business days or more, Supplier may suspend Participation Entity's and its Authorized Users' access to any portion or all of the SaaS Solution(s) until such amounts are paid in full.

Intellectual Property Ownership.

O. **Supplier IP.** Participation Entity acknowledges that, as between Participation Entity and Supplier, Supplier (or its licensors, as applicable) owns all right, title, and interest, including all intellectual property rights, in and to the Supplier IP and, with respect to products or software installed by Supplier that are manufactured and/or developed by third-parties, the applicable third-party company owns all right, title, and interest, including all intellectual property rights, in and to such products and software..

P. **Participation Entity Data.** Supplier acknowledges that, as between Supplier and Participation Entity, Participation Entity owns all right, title, and interest, including all intellectual property rights, in and to the Participation Entity Data. Participation Entity hereby grants to Supplier a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Participation Entity Data and perform all acts with respect to the Participation Entity Data as may be necessary for Supplier to provide the SaaS Solution(s) to Participation Entity.

Limited Warranty and Warranty Disclaimer.

Q. Supplier warrants to Participation Entity that the SaaS Solution(s), when used in accordance with the instructions in the Documentation, will conform in all material respects to the specifications for such platform expressly set forth in the applicable Documentation. Supplier does not make any guarantees regarding uptime or availability of the SaaS Solution(s). For any breach of this warranty, Participation Entity's sole and exclusive remedy and Supplier's sole and exclusive liability, will be for Supplier to use its commercially reasonable efforts to correct promptly any reproducible errors and defects to make the SaaS Solution(s) operate as warranted. Supplier will have no obligation under this Addendum to correct, and Supplier makes no warranty with respect to, errors caused by: (1) use of the SaaS Solution(s) in a manner inconsistent with the Documentation or this Addendum; or (2) third-party hardware or software misuse, modification, or malfunction.

R. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 7.A., THE SAAS SOLUTION(S) AND COMPANY IP ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND COMPANY HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 7.A., COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE SAAS SOLUTION(S), COMPANY IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S NEEDS OR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

Indemnification.

S. **Supplier Indemnification.** Subject to the limitations of liability set forth in the Agreement, Supplier shall defend Participation Entity from and against any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") alleging that the SaaS Solution(s), or any use of the SaaS Solution(s) in accordance with this Addendum, infringes or misappropriates such third-party's intellectual property rights, and shall indemnify and hold harmless Participation Entity from the resulting losses, damages, liabilities, costs (including reasonable attorneys' fees) and expenses ("**Losses**"). If such a claim is made or appears possible, Participation Entity agrees to permit Supplier, at Supplier's sole discretion, to (A) modify or replace the SaaS Solution(s), or component or part thereof, to make it non-infringing, or (B) obtain the right for Participation Entity to continue use. If Supplier determines that neither alternative is reasonably available, Supplier may terminate this Addendum, in its entirety or with respect to the affected component or part, effective immediately on written notice to Participation Entity. This Section 8.A. will not apply to the extent that the alleged infringement arises from: (A) use of the SaaS Solution(s) in combination with data, software, hardware, equipment, or technology not provided by Supplier or authorized by Supplier in writing; (B) modifications to the SaaS Solution(s) not made by Supplier; or (C) Participation Entity Data.

T. **Participation Entity Indemnification.** Participation Entity shall defend Supplier from and against any Third-Party Claim (A) alleging that the Participation Entity Data, or any use of the Participation Entity Data in accordance with this Addendum, infringes or misappropriates such third-party's intellectual property rights, (B) arising out of or based on Participation Entity's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the SaaS Solution(s) in a manner not authorized by this Addendum; or (iii) use of the SaaS Solution(s) in combination with data, software, hardware, equipment, or technology not provided by Supplier or authorized by Supplier in writing.

U. **Indemnity Process.** Each Party's indemnification obligations are conditioned on the indemnified party: (a) promptly giving written notice of the Third-Party Claim to the indemnifying party; (b) giving the indemnifying party sole control of the

defense and settlement of the Third-Party Claim (provided that the indemnifying party may not settle any claim unless the settlement unconditionally releases the indemnified party of all liability for the Third-Party Claim); (c) providing to the indemnifying party all available information and assistance in connection with the Third-Party Claim, at the indemnifying party's request and expense; and (d) not compromising or settling such Third-Party Claim in a manner that admits fault on the part of the indemnified party or requires the indemnified party to separately pay any amounts for settlement. The indemnified party may participate in the defense of the claim, at the indemnified party's sole expense (not subject to reimbursement)

V. **Sole Remedy.** THIS SECTION 8 SETS FORTH CLIENT'S SOLE REMEDIES AND COMPANY'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

Term and Effect of Expiration or Termination.

- W. **Term.** The term of this Addendum begins on the Addendum Effective Date and, unless terminated earlier pursuant to the Agreement or this Addendum's express provisions, will continue in effect for the Term of the Agreement, including any renewal terms of the Agreement. This Addendum will automatically terminate if the Agreement terminates or expires for any reason.
- X. Upon expiration or earlier termination of this Addendum, (a) Participation Entity's account and use of the SaaS Solution(s) will be deactivated, (b) Participation Entity shall immediately discontinue use of the SaaS Solution(s) and the Supplier IP and, without limiting Participation Entity's obligations with respect to Confidential Information set forth in the Agreement, Participation Entity shall delete, destroy, or return all copies of the Supplier IP and certify in writing to Supplier that the Supplier IP has been deleted or destroyed, and (c) Supplier will, upon Participation Entity's written request, facilitate obtaining an electronic file containing the Participation Entity Data from the third-party SaaS Solution provider to the extent it is available. In the event of any termination of this Addendum other than as a result of an uncured material breach by Supplier, the balance of all monies due and for the unexpired term of orders of any SaaS Solution(s), as set forth in the relevant Ordering Document(s), shall become immediately due and payable, together with interest at the maximum legally allowable rate. Furthermore, no expiration or termination will affect Participation Entity's obligation to pay all Fees that may have become due before such expiration or termination or entitle Participation Entity to any refund.
- Y. **Leased Equipment.** Some providers of SaaS Solutions include leasing of hardware as a piece of their subscription model, in which case Participation Entity shall return the hardware to STC or directly to the manufacturer (as applicable) at the termination of the subscription. If this is applicable to any hardware that Participation Entity orders, it will be reflected on the relevant Ordering Document.

Miscellaneous.

- Z. **Survival.** This Section 10, and **Error! Bookmark not defined.**1, 5, 6, 7.B, and 8 survive any termination or expiration of this Addendum. No other provisions of this Addendum survive the expiration or earlier termination of this Addendum or the Agreement.
- AA. **Counterparts.** This Addendum may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the Addendum Effective Date.

SECURITAS TECHNOLOGY CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

RFP 121024 - Facility Security Systems, Equipment, and Software with Related Services

Vendor Details

Company Name: Securitas Technology Corporation
Address: 3800 Tabs Drive
Uniontown, OH 44685
Contact: April Carroll
Email: April.Carroll@securitas.com
Phone: 702-569-7553
HST#:

Submission Details

Created On: Monday October 28, 2024 10:56:48
Submitted On: Tuesday December 10, 2024 12:04:26
Submitted By: Mike Capra
Email: mike.capra@securitas.com
Transaction #: e9052372-7795-4bac-ac34-bf2dff04c0d3
Submitter's IP Address: 136.226.61.21

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Securitas Technology Corporation	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code 37MH5, UEI HLW1YN5UVZM5	*
5	Provide your NAICS code applicable to Solutions proposed.	Primary Code: 561621 Security Systems Services (except Locksmiths); Secondary Codes - 238990 Specialized Trades; 238210 Electrical Contractors and other Wiring	
6	Proposer Physical Address:	3800 Tabs Drive, Uniontown, OH 44685-1692	*
7	Proposer website address (or addresses):	https://www.securitastechnology.com/	*
8	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):	Mike Capra, VP US Core Commercial, 3800 Tabs Drive, Uniontown, OH 44685-1692, mike.capra@securitas.com, 904-248-0452	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Capra, VP US Core Commercial, 3800 Tabs Drive, Uniontown, OH 44685-1692, mike.capra@securitas.com, 904-248-0452	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Securitas Technology Corporation (STC) is a leader in providing innovative and proven security systems, self-service solutions, and services to regional and national customers in the financial, commercial, government and non-profit markets.</p> <p>Securitas has built our reputation on our security expertise and has become one of the largest and most trusted security providers in the world. As a leading alarm monitoring company and systems integrator, Securitas Technology, a division of Securitas AB, offers a full portfolio of intrusion, fire, video, access, and integrated systems. Our robust service offerings include monitoring, managed, hosted, embedded, online services and more.</p> <p>Our roots in the United States date back to 1850, to the founding of the Nation's First Private Police Force, Pinkerton. As a leading alarm monitoring company and systems integrator, we have been in business for over 150 years. As a result of our</p>	

		<p>passion for excellence, we protect some of the most treasured assets and facilities in the world and tens of thousands of leading, commercial enterprises, financial institutions, retail, restaurant, industrial, manufacturing, healthcare, property management, services, and other businesses. Securitas is registered to do business in all U.S. States and Canada, employing over 3,900 employees dedicated to Electronic Security.</p> <ul style="list-style-type: none"> • Headquartered in Uniontown, Ohio • Coast-to-coast operations across the U.S., Canada, and Mexico • Hundreds of STC Certified partners complimenting STC field operations • 75 field offices and thousands of remote associates across North America serving all major metropolitan markets • Network of 24/7, UL/ULC - Certified Alarm Monitoring Centers • Technology-focused integrator leveraging the industry's best solutions • Solely focused on business security and integration services <p>Securitas AB Founded in 1934, Securitas has brought together innovation, expertise, and quality service to become a global leader in protective services.</p> <ul style="list-style-type: none"> • Presence in 58 markets • 370,000 associates worldwide • 1,700 branch offices worldwide • Based in Stockholm, Sweden • Publicly traded on Nasdaq Stockholm <p>Our broad portfolio has positioned us as both a technology leader and knowledge leader in the industry. We focus solely on our six pillars of Protective Services: On-site Guarding, Remote Guarding, Mobile Guarding, Electronic Security, Corporate Risk Management and Fire & Safety. Our electronic security expertise and innovative solutions allow us to address our clients' security requirements more efficiently.</p> <p>World-Class Service Delivered by a Single Trusted Partner As a single source for all your security needs, Securitas Technology provides the most innovative security solutions and pairing them with our industry-leading monitoring and managed services. Benefit from Securitas Technology's extensive reach and powerful resources and enjoy the confidence that comes from partnering with one of the nation's premier security services providers.</p> <ul style="list-style-type: none"> • Single Source Solutions and Services • Delivering Service Excellence • National Account Program • The Securitas Technology Customer Experience • Securing Global Treasures and Institutions • Award-Winning Monitoring • World-Class Service • Commitment to Training • Global Service Logistics Center • SecureStat Online Services • Project Management • Center of Excellence: Engineering and Implementation <p>Securitas' core values of integrity, vigilance and helpfulness are a foundation for our employees. The three dots in our logo represent these three core values.</p> <p>Integrity Securitas employees are honest and trusted by clients to safeguard their facilities and valuables. We don't compromise on integrity and create an open forum for our employees and clients to voice opinions, report improprieties, and share information.</p> <p>Vigilance Seeing, hearing, and evaluating. A Securitas employee is always attentive and often notices things that others do not. Their vigilance is essential to be aware of potential risks or incidents that may take place on our client sites.</p> <p>Helpfulness As part of an on-going effort to ensure safety, Securitas employees are always ready to help if an incident requires intervention, regardless of whether or not it is directly related to their job.</p>	
12	What are your company's expectations in the event of an award?	<p>If awarded this contract, Securitas Technology is excited to continue serving Sourcewell members with the most innovative security solutions and industry-leading security services to keep their people, locations and assets secure. We have created some amazing relationships with our current Sourcewell members and look forward to continuing those relationships and obtaining new ones.</p> <p>Our goal is to exceed our current growth rate with our relationship with Sourcewell. We would love to double our sales over the next five years.</p>	

13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Securitas Technology Corporation is a privately held corporation whose financials roll up to our ultimate parent, Securitas AB, which is publicly traded on Nasdaq Stockholm. Our 2023 Annual and Sustainability Report is included as an attachment. Additional financials can be found at https://www.securitas.com/en/investors/financial-reports-and-presentations/	*
14	What is your US market share for the Solutions that you are proposing?	We are a top 3 Integrator in the North America MarketShare.	*
15	What is your Canadian market share for the Solutions that you are proposing?	We are a top 3 Integrator in the North America MarketShare.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Securitas Technology Corporation has not filed any bankruptcy proceedings.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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? 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?	Securitas Technology is best described as a service provider. As a leader in security integration and service, the combined business has the reach, influence, and expertise to bring together the many elements that contribute to an effective security strategy. All our Sales team are employees of Securitas Technology. We employ over 1000 technicians in North America which includes both service and installation. The majority of service and maintenance work is performed directly by Securitas Technology employees. New installation work is performed with a combination of Securitas Technology employees in addition to vetted and approved subcontractors.	*
18	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.	Securitas Technology is licensed to do business in all 50 states and Canada. This includes all applicable federal, state/provincial and local licenses. See attachment "Securitas Technology Corporation Licenses" for more details. Securitas Technology's subcontractors are required to maintain active licenses where applicable by State, County and/or local agency (ies) and where work will be performed. We have a Subcontracting team that monitors Subcontractor compliance. Securitas Technology and Subcontractors maintain all required and applicable insurance policies as required by contract. Securitas Technology Technician Certifications: we are dedicated to associate development and advancement and have established A Technician Certification Program. This program provides our technicians the training, experience, and knowledge necessary to support the comprehensive solutions we offer. Securitas Technology holds certifications related to: ASIS & SIA, CSSA & UL/ULC, TMA Five Diamond, SAFETY Act Designation and SOC2 Certification.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Securitas Technology Corporation does not have any current or past debarments or suspensions.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	At the recent ISC West, Securitas Technology was recognized by the industry for its capabilities to deliver best-in-class security solutions and service to clients worldwide in a sweep of the following awards: SAMMY Award for Integrated Installation of the Year, DMP Banking Dealer of the Year, DMP Diamond Dealer of the Year, AMAG Eagle Award. Other awards include Security 2024 National System Integrator of the Year by Axis Communications, 2022 New Product of the Year, SSI Security Solutions Award 2021, TMA Monitoring Center of the Year 2020 (3 year), SDM Systems Installer of the Year 2019	*
21	What percentage of your sales are to the governmental sector in the past three years?	Our sales to the government and educational sectors combined is approximately 3%	*
22	What percentage of your sales are to the education sector in the past three years?	Our sales to the government and educational sectors combined is approximately 3%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Securitas Technology holds the following cooperative purchasing agreement and state contracts: Sourcewell, New York State Approximate Annual Sales: Sourcewell – 2021 \$12.3 M; 2022 \$23.7M; 2023 \$22.0M New York State – 2021 \$872K; 2022 \$4.0M; 2023 \$2.4M	*
24	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?	Not Applicable	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Williamson County	Christi Stromberg	512-943-3377	*
Niagara Falls City School District	Mark Laurrie	716-870-4198	*
Seminole County Sheriff's Office, School Safety Division, SCPS School Safety & Security	Lieutenant Kelly Martin	407-474-8688	*
Lakeland Area Mass Transit - Citrus Connection	Tracy Kiley	863-500-0268	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 *	
26	Sales force.	Securitas Technology has over 350 full time Account Executives in the US available to support Sourcewell Members. Our Account Executives have the expertise by both experience and training in electronic security systems design and implementation. Your dedicated Account Executive will be your escalation point beyond program management and will be the key contact during the pre-sale and post-sales activity phase. Our Account Executive will meet with the Sourcewell Member, determine best solutions to meet their needs. Designing, pricing, working with installation on scheduling, with service on any service issues and billing. Your Account Executive will be your point of contact from start to finish. With over 75 offices across North America, Securitas Technology has a global reach, with a local touch.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Securitas Technology does not utilize dealers, distributors, resellers, and other distribution methods. By choosing Securitas Technology as your trusted security partner you and your business will be aligned with our unmatched service organization, award-winning alarm monitoring and security services, Center of Excellence in security application engineering and pre-fabrication, and expertise in installation across all complexities and scales. All through a single point of contact backed by a highly trained and dedicated team of security professionals who ensure peak performance and uniformed consistency in the execution of your security strategies throughout your entire business.	*
28	Service force.	<p>We at Securitas Technology have an extensive network of highly trained personnel, utilizing the most modern technology which enables Securitas to deliver a fast and effective response.</p> <p>Securitas uses various metrics and goals to help provide excellent service to our customers. Our technicians are goaled both individually and as a team. One of our metrics is Fix It First Time (FIFT), measuring first call resolution, and we continuously track this information to make sure we're resolving issues on a first call basis as often as possible. Our current FIFT performance level is approximately 75%.</p> <p>Key Service Metrics</p> <ul style="list-style-type: none"> • Intake Time • Response Time • First time fix • Average time to repair • Fill rate • ASA • Repeat calls <p>Key Service Enablers</p> <ul style="list-style-type: none"> • 24/7 Customer Response Center • Dedicated Service Dispatch team • Service request portal SecureStat HQ • Centralized call management platform • Workforce skillset & capacity planning • Dynamic dispatch and routing technology • Distribution logistics network <p>Because we own and manage our complete service organization, Securitas Technology is able to control and track service performance to a greater degree than other security providers. This allows us to recognize each customer's individual business imperatives and work together to develop, track, and present the measurements that are most meaningful to each specific customer. Securitas Technology constantly communicates with our customers to assess satisfaction levels, both globally and on an individual client basis.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Once a Sourcewell member decides to purchase from Securitas Technology they can either sign off on the agreement or issue a PO. Both the agreement and PO should reference our Sourcewell contract number.</p> <p>That order is then processed by our centralized sales order team. When the order hits the installation team they will issue any PO's to the product vendors or subcontractors as needed.</p> <p>Once all the equipment has been received the installation will be scheduled with the end user. After the installation is complete, we will ask for the end user to sign off on a confirmation form that the job is complete and to their satisfaction.</p>	*
30	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.	<p>Our extensive network of highly trained personnel enables, Securitas Technology to deliver the fast response you need. Our dedicated professionals are on the job around the clock, every day of the year, ready to respond to customer needs.</p> <p>Securitas Technology uses an automation platform, Orade Field Services Cloud, to route our Service Technicians not only by geography and skillset, but the platform also takes into account our individual client Service Level Agreements. This automation enables Securitas Technology to dispatch the correct technician at the right time.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Securitas Technology has a global presence. Our services are provided to all Sourcewell members in North America.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Securitas Technology has a global presence. Our services are provided to all Sourcewell members in North America.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Securitas Technology has a global presence. Our services are provided to all Sourcewell members in North America.	*

34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	The Securitas Technology Sourcewell agreement will be offered to all Sourcewell eligible members. We will not restrict access to our Solutions to any Participating Entity.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Securitas Technology does not have any restrictions preventing services to Sourcewell Members in Hawaii, Alaska and in US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, our Sourcewell Agreement will be offered to all Sourcewell members.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our marketing strategy for promoting this opportunity will focus on the following key initiatives:</p> <p>Email Nurture Campaigns: We will leverage our database to target state, local, and government entities with personalized email campaigns. These campaigns will deliver valuable, sector-specific information while reinforcing our reputation as a knowledge leader in the industry. By implementing a structured nurture stream, we will guide these accounts through the funnel toward conversion.</p> <p>Account-Based Marketing (ABM): Using targeted ABM tactics, we will engage key accounts with tailored messaging based on the levels of intent displayed. This includes personalized outreach and content designed to address specific needs, highlighting how our solutions align with their objectives.</p> <p>Webinars: We will look to host an annual educational webinar to share thought-leadership content with our target accounts. These webinars will provide insights and solutions to challenges faced by state, local, and government entities, further establishing us as a trusted partner.</p> <p>Website Updates: Comprehensive information about the Sourcewell contract will be added to relevant landing pages to ensure visibility and accessibility for prospective clients. Additionally, we will develop a dedicated Sourcewell landing page featuring a lead form to capture and qualify interest.</p> <p>Press Release: We will issue a press release to announce the Sourcewell-awarded contract. This will highlight our commitment to providing value-driven solutions and will help raise awareness among government, education, and non-profit sectors.</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We employ advanced technology and digital data analytics to enhance marketing effectiveness:</p> <p>We utilize platforms such as LinkedIn, with both paid and organic campaigns, to strategically target decision-makers in government, education, and nonprofit sectors. Our Account-Based Marketing (ABM) tool, Demandbase, analyzes engagement metrics, enabling precise targeting of high-value accounts with tailored messaging depending on their level of intent.</p> <p>Our CRM and marketing automation tools collect and analyze customer data to refine our outreach efforts. This ensures that our campaigns are continuously optimized based on performance metrics such as open rates, click-through rates, and conversions.</p> <p>Leveraging our SEO Insights tool we enhance the discoverability of our website content by optimizing for search engine visibility (SERPs). This includes strategic use of keywords, meta descriptions, alt text, and structured metadata to align with the search behavior.</p> <p>By leveraging these technologies and data-driven tactics, we ensure our marketing initiatives are effective, targeted, and measurable.</p>	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell's role is to be a conduit to advise its members of new solutions and opportunities. The continued education that Sourcewell has provided over the past few years is a valuable tool for our Sales team and we hope this will continue to grow. Securitas Technology has internal training programs to train team members of the benefits of Sourcewell, how to sell Sourcewell and our internal processes for tracking, reporting and calculating fees.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, Securitas Technology is not currently setup to accept e-procurement ordering.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
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41	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.	We offer training for all products and services we provide as a standard service for all installations. In the event that a client requests more training we can offer this at an additional fee. Training will be provided by the installation team or the sales team.	*
42	Describe any technological advances that your proposed Solutions offer.	Securitas Technology releases an annual Technology Report. This annual publication assembles thoughts and trends from the industry's leading manufactures and practitioners. Each year we evaluate the Securitas Technology Outlook Report format as we continue to evolve, based on current industry needs and our customer's needs. A central theme of our Securitas Technology Security Symposiums has always been technology. The advancement of technology and its proper application is the foundation of effective security programs. We are commonly asked to recommend proven security solutions that can be applied today. The Securitas Technology Outlook Report provides valuable insights assembled from the leading security technology brands. See attached "2025 Technology Outlook Report" for more information.	*
43	Describe any safeguards included in your proposed solutions that protect participating entities' sensitive information.	We take active measures to ensure that all critical Information Technology (IT) systems are operated under stringent access and change control practices. We have designed our IT and Information Security policies and practices to meet the highest standards of controls and reliability and as such are audited annually by the independent audit firm RSM US LLC (RSM) to the SOC2 Type 2 requirements in the trust areas of Security, Availability, Processing Integrity, and Confidentiality.	*
44	Explain your organization's approach to cyber security as it relates to your proposed solutions.	We take active measures to ensure that all critical Information Technology (IT) systems are operated under stringent access and change control practices. We have designed our IT and Information Security policies and practices to meet the highest standards of controls and reliability and as such are audited annually by the independent audit firm RSM US LLC (RSM) to the SOC2 Type 2 requirements in the trust areas of Security, Availability, Processing Integrity, and Confidentiality.	*
45	Describe your security information management systems and their integration capabilities with technologies such as incident management, access control and monitoring, video surveillance, etc.	We offer physical security information management (PSIM) solutions that integrate with access control, video, and intrusion systems to provide a consolidated view of the physical security information in client systems.	*
46	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Securitas Technology, a division of Securitas AB, has made remarkable strides in its sustainability initiatives, solidifying its position as a leading force in the security, health, and safety technology sectors. Recently, Securitas AB was recognized as one of the top climate leaders among the 200 largest suppliers to the U.S. government, highlighting its dedication to creating a safer and more environmentally conscious future. The U.S. government has introduced a new federal supplier climate scorecard designed to highlight organizations that excel in climate action. Securitas is proud to be one of only 40 suppliers to meet all four climate action benchmarks set by this initiative. This recognition reflects the company's unwavering commitment to sustainability and underscores the proactive steps Securitas is taking to mitigate our climate impact and drive meaningful progress.	*
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	As part of this initiative, Securitas Technology will now incorporate data on greenhouse gas emissions in all new sales proposals to clients and prospective clients in the United States and Canada. The information will be calculated based on the annual energy consumption of security devices or systems, expressed in CO2 equivalent. Research shows that approximately 70% of the lifetime emissions of electronic security equipment are attributed to power consumption. The emissions data for client proposals has been developed in collaboration with Securitas Technology's strategic partners, representing many of the world's leading manufacturers and innovators in the security industry.	*
48	Describe any sustainable attributes your products offer such as energy efficiency, use of sustainable materials, LED lighting, smart controls, etc.	By placing the emissions data on every client proposal, Securitas Technology is an industry leader in equipping our clients with the data they need to make educated sustainability decisions in their choice of security partners.	*

49	Describe how your products contribute to users' health and safety due to touchless, remote, or mobile access capabilities.	<p>Biometric access control remains the most advanced method of identity management available today. The uniqueness of biological characteristics such as fingerprints and facial features naturally make them ideal credentials for security applications – offering increased levels of authentication compared to more widely used electronic access methods like key codes, smart cards, and mobile credentials.</p> <p>2025 marks five years since the Coronavirus (COVID-19) pandemic sent shockwaves around the world, causing a significant threat to the health of the global population. The heightened importance of hygiene precautions (to help minimize the spread of the virus) intensified the need for touchless/frictionless access solutions that could help lessen the risk of cross-contamination and virus spreading while maintaining high standards of secure identity management. This only reinforced the benefits of biometrics as the most secure and sanitary access control solution, igniting further investment in this exciting area of technology by both product innovators and end-user organizations.</p> <p>While fingerprint, facial, iris, and palm recognition are already established forms of biometric access control credentials, in tandem with the expansion of AI and the strengthening of data privacy regulations, we are seeing a growing appetite for frictionless biometrics across the market. This is verified by our Client Advisory Board, with the majority of members either “likely” or “very likely” to implement touchless biometric readers within the organization.</p> <p>Securitas Technology provides several solutions for touchless, remote and mobile access capabilities, in order to create a safer environment for Sourcewell member companies and their clients.</p>	*
50	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>As a world leader and global provider of security, health, and safety technologies, we deliver meticulously crafted, scalable, end-to-end electronic security solutions designed to integrate, adapt, grow, and expand as your business evolves.</p> <p>By sharpening our eyes on the specific challenges faced by each client we serve, we help businesses spot opportunities to unlock potential and inspire progress. With thousands of products, systems, and service providers to choose from, we bring simplicity from complexity to help clients see a different world.</p>	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
51	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Securitas Technology does not qualify as a WMBE, SBE or SBE. We do try to use Diverse Subcontractors when available.	*
52		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Securitas Technology does not qualify as a MBE. We do try to use Diverse Subcontractors when available.	*
53		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Securitas Technology does not qualify as a WBE. We do try to use Diverse Subcontractors when available.	*
54		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Securitas Technology does not qualify as a DOBE. We do try to use Diverse Subcontractors when available.	*
55		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Securitas Technology does not qualify as a VBE. We do try to use Diverse Subcontractors when available.	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Securitas Technology does not qualify as a SDVOB. We do try to use Diverse Subcontractors when available.	*
57		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Securitas Technology does not qualify as a SBE. We do try to use Diverse Subcontractors when available.	*
58		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Securitas Technology does not qualify as a SDB. We do try to use Diverse Subcontractors when available.	*
59		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Securitas Technology does not qualify as a WOSB. We do try to use Diverse Subcontractors when available.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
60	Describe your payment terms and accepted payment methods.	Securitas Technology standard payment terms are Net 30. Mutually agreeable payment terms may be negotiated prior to contract award. (Exceptions must be approved by Securitas Technology leadership prior to award.)	*
61	Describe any leasing or financing options available for use by educational or governmental entities.	Securitas Technology offers in house leasing. We also work with NCL Capital when the opportunity presents itself.	*
62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Securitas Technology will accept purchase orders or signed proposals that reference our Sourcwell Agreement and the Client's Sourcwell Member #. For Monitoring or SaaS Solutions, we request an addendum which has been included as an Exhibit to our redline MSA.	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Securitas Technology accepts P-Card procurement and payments.	*

64	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>The Securitas Technology agreement and pricing model will apply to all North America Sourcewell members.</p> <p>Our proposed pricing: Standard Equipment: is a markup of 39% over our costs Labor Rates: represents 5% discount off our National Account Labor Rates Subcontractor Costs: Labor 55% Markup over costs, Equipment 39% Markup over costs Services are offered at our standard rate.</p> <p>Additional notes: 1. 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 Emergency Call Out Overtime work</p> <p>See attached line item pricing "Sourcewell Pricing".</p>	*
65	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.	Securitas Technology, due to the volume of purchases from select vendors is offered aggressive discounts from those vendors. Our pricing model proposal is a markup over costs which results in the Sourcewell Member pricing of approximately 5-35% discount off MSRP. The discount varies based off supplier.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	Securitas Technology will consider discounts based on individual projects.	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	Securitas Technology will provide quote/estimate for products and services considered "open market" not included in our proposed Sourcewell pricing using the same pricing model.	*
68	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.	Securitas Technology will provide a proposal to include all known costs associated with a project.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	If freight, delivery or shipping is an additional cost to the Client, Securitas Technology will include these costs in the proposal.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	If freight, delivery or shipping is an additional cost to the Client, Securitas Technology will include these costs in the proposal.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Engineering Center of Excellence</p> <p>Unique to Securitas Technology, and a key benefit, is our staging and pre-fabrication process. A practice of assembling components at our Center of Excellence facilities and transporting complete assemblies or subassemblies to the final installation site where the equipment is to be located. We use the term pre-fabrication to distinguish this process from the more conventional installation practice of transporting the basic materials to the installation site where assembly is carried out in the field. This has been proven to reduce installation costs by introducing efficiencies in a controlled environment and significantly reduces out-of-box failures.</p>	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Securitas Technology uses and maintains a Sourcewell Pricebook setup within our sales system with Sourcewell approved pricing. When a team member is proposing a solution to a Sourcewell member, this pricebook is used. This makes sure our Sourcewell members get the approved pricing and triggers a report for our Quarterly Sourcewell Usage report. We have a dedicated financial analyst that maintains the pricebook, working with the contract administrator to make sure we are compliant with our contract terms and receiving required approvals and submittals. Our financial analyst offers to review any proposal for accuracy when needed.	*

73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	With approximate annual sales of \$22M, we feel our Sourcewell partnership has been very successful and we look forward to growing and expanding. In our initial year with Sourcewell we sold approximately \$900,000 over the course of 5 years we have exceeded \$23M annually and our goal is to see that increase over the next 5 years.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Securitas Technology proposes a 1% Admin Fee.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	We use standardized pricing for our Cooperative contracts in order for our clients to utilize the most suitable contracts.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
76	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>Securitas Technology offerings include a comprehensive portfolio of security solutions and services, to include installation, service, maintenance, monitoring, fire testing/inspections, video monitoring, and hosted and managed services including SecureStat.</p> <ul style="list-style-type: none"> • Access control systems • Active Shooter Detection • Alarm Monitoring • Analytics & Management • 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 systems • High-Security Intrusion Detection Systems • Hold-up/panic button alarms • HSPD-12/FIPS 201 Compliant Access Control Systems • 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) • System Integration • Thermal Perimeter Detection • UL2050 Installation, Service, Certification & Preventative Maintenance • Video Surveillance • Video Surveillance Camera Systems • Visitor Management • Visual Command Center 	*

77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>"Securitas Technology offerings include a comprehensive portfolio of security solutions and services, to include installation, service, maintenance, monitoring, fire testing/inspections, video monitoring, and hosted and managed services including SecureStat.</p> <ul style="list-style-type: none"> • Access control systems • Active Shooter Detection • Alarm Monitoring • Analytics & Management • 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 systems • High-Security Intrusion Detection Systems • Hold-up/panic button alarms • HSPD-12/FIPS 201 Compliant Access Control Systems • 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) • System Integration • Thermal Perimeter Detection • UL2050 Installation, Service, Certification & Preventative Maintenance • Video Surveillance • Video Surveillance Camera Systems • Visitor Management • Visual Command Center" 	*
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Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
78	Alarm and signal systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Securitas Technology offers Intrusion, Fire, Video and Integrated signal systems that can all be monitored by our Award-Winning Alarm Monitoring Centers.	*
79	Building security automation and integration, motion-controlled lighting, occupancy detection	<input checked="" type="radio"/> Yes <input type="radio"/> No	Securitas Technology can automate most of its products into your building controls. We are a low voltage contractor so any integration into higher voltage applications need to be coordinated with those trades.	*

80	Fire detection, sprinkler and suppression systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Securitas Technology offers Comprehensive Systems, Compliant Installation, Maintenance & Inspections Services.</p> <ul style="list-style-type: none"> Comprehensive Systems: Fire sprinkler monitoring, automatic fire detection systems, fire and life safety systems, multiple communication options. Compliant Installation: Best-in-class compliant systems, engineered to NFPA and AHJ standards, installed and maintained with certified service personnel. Maintenance & Inspection Services: Complete line of fire and life safety services including monitoring, service plans, UL certificates and test and inspection. 	*
81	Intrusion and breach prevention and detection	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Combined with our world-class monitoring services, we offer comprehensive intrusion solutions to minimize loss and enhance profitability.</p> <ul style="list-style-type: none"> Intrusion Systems: Complete line of intrusion and monitoring services, Wireless remote video intrusion solutions, UL, ULC, UL2050 certification, enhanced call verification, Outdoor perimeter protection Managed & Hosted Services: Leading online, Web-based intrusion controls, video alarm verification, multiple communication options, disaster recover response monitoring. Fully Supported Solutions: Permit management, false alarm fine management, PIN management, arm and disarm supervision and logging, service plans and preventative maintenance. 	*
82	Glass and window security, armor, and ballistic applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>We offer glass break protections as part of our intrusion systems. We will recommend safety glass film in the appropriate applications but do not sell or install ourselves.</p>	*
83	Closed circuit television (CCTV), surveillance, and recording	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Video surveillance systems offered from traditional local video surveillance to IP systems and cloud-based storage options.</p> <ul style="list-style-type: none"> Comprehensive Systems: complete line of video solutions, advanced IP technology, IP based local storage, megapixel cameras, enterprise global network video, video analytics Managed & Hosted Services: Leading online, Web-based video controls, hosted cloud video applications, remote live view capabilities. Fully Supported Solutions: Video verification, video health check, video guard tour, video storage, service plans and preventative maintenance. 	

84	Facility and parking access control	<input checked="" type="radio"/> Yes <input type="radio"/> No	Securitas Technology offers Comprehensive Access Solutions <ul style="list-style-type: none"> • Access Systems: Completely installed, scalable, flexible access including hardware, software, training, and support. • Hosted Access: Flexibility of managing your own access system using a Securitas Technology hosted solution. • Managed Access: Complete management administration of your access system by Securitas Technology. • Access Services: From card management, photo ID badging and custom reporting, Securitas Technology provides a complete service offering.
85	Robotic and Artificial Intelligence (AI) surveillance	<input checked="" type="radio"/> Yes <input type="radio"/> No	Many of the video surveillance systems we offer contain many forms of AI in their programming options and search parameters.
86	Biometric scanning and screening	<input checked="" type="radio"/> Yes <input type="radio"/> No	These services can be offered with any access control system in the appropriate applications.

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.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell Pricing.xlsx - Tuesday December 10, 2024 09:23:34
- [Financial Strength and Stability](#) - Annual_and_Sustainability_Report_2023.pdf - Monday December 09, 2024 13:09:29
- [Marketing Plan/Samples](#) - 2025_Technology_Outlook_Report.pdf - Monday December 09, 2024 13:10:10
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - Sourcewell - RFP_121024_Facility_Security_Master_Agreement (STC rev 11-11-24) redlined.docx - Monday December 09, 2024 13:15:42
- [Upload Additional Document](#) - Securitas Technology Corporation Licenses.pdf - Monday December 09, 2024 13:15:52

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. 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>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal 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. - Mike Capra, VP Core Commercial Sales US, Securitas Technology

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 obligations contemplated in the solicitation proposal.

☒ 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_12_Facility_Security_RFP_121024 Tue December 3 2024 09:47 AM	<input checked="" type="checkbox"/>	1
Addendum_11_Facility_Security_RFP_121024 Tue November 26 2024 12:32 PM	<input checked="" type="checkbox"/>	1
Addendum_10_Facility_Security_RFP_121024 Mon November 25 2024 11:16 AM	<input checked="" type="checkbox"/>	2
Addendum_9_Facility_Security_RFP_121024 Thu November 21 2024 10:09 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Facility_Security_RFP_121024 Wed November 20 2024 12:42 PM	<input checked="" type="checkbox"/>	2
Addendum_7_Facility_Security_RFP_121024 Mon November 18 2024 07:14 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Facility_Security_RFP_121024 Thu November 14 2024 11:04 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Facility_Security_RFP_121024 Fri November 8 2024 12:29 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Facility_Security_RFP_121024 Thu November 7 2024 03:06 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Facility_Security_RFP_121024 Fri November 1 2024 04:14 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Facility_Security_RFP_121024 Fri November 1 2024 10:38 AM	<input checked="" type="checkbox"/>	2
Addendum_1_Facility_Security_RFP_121024 Fri October 25 2024 01:54 PM	<input checked="" type="checkbox"/>	1

**SOURCEWELL AND
SECURITAS TECHNOLOGY CANADA CORPORATION
ADOPTION AGREEMENT**

This Adoption Agreement is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 U.S.A. (Sourcewell) and **Securitas Technology Canada Corporation** and with its principal place of business located at 2495 Meadowpine Blvd., #1, Mississauga, ON L5N 6C3 ("**STCC Canada**"), dated as of the last signature below (the "Effective Date") adopts and incorporates by reference all of the terms and conditions of the Master Agreement #121024 between **Securitas Technology Corporation** and Sourcewell effective March 19, 2025.

Sourcewell and **Securitas Technology Corporation** are parties to the Master Agreement number 121024 effective March 19, 2025 (the "Agreement"), pursuant to which Securitas Technology Corporation provides equipment, products, or services to Sourcewell Participating Entities in the United States. **STCC Canada** wishes to adopt the Agreement for sales in Canada and Sourcewell agrees to such adoption in Canada.

1. **TERM OF ADOPTION AGREEMENT**

The Adoption Agreement is effective upon the date of the final signature below. The Term of the Adoption Agreement will be the same as the term of the Contract. If the Contract terminates for any reason or expires, the Adoption Agreement will terminate or expire at the same time.

2. **ADOPTION OF CONTRACT**

Sourcewell and **STCC CANADA** enter into this Adoption Agreement, which incorporates by reference the terms and conditions of the Contract and modifies the terms and conditions of the Contract only as provided herein. For purposes of this Adoption Agreement, **STCC CANADA** will be considered "Supplier" under the Contract.

- A. **Ratification.** Except as set forth in this Adoption Agreement, the Agreement is hereby ratified and confirmed and except as modified by this Adoption Agreement, all terms and conditions are hereby incorporated by reference and remain in full force and effect with the same force and effect as if the full text were presented in its entirety.
- B. **Conflict.** In the event of any conflict between the terms of the Agreement, any previous or future amendment(s) and this Adoption Agreement, this Adoption Agreement will control.

3. **PROVISIONS OF THE ADOPTION AGREEMENT**

The following changes to the Contract are applicable to all equipment, products, or services in Canada:

- A. All acquisitions made by Sourcewell Participating Entities under the Agreement in Canada

will be delivered and invoiced by STCC Canada with an address at 2495 Meadowpine Blvd., #1, Mississauga, ON L5N 6C3.

- B. Customer will be invoiced for the sale of Products and related Services in Canada in Canadian Dollars as follows:
1. Prices will be converted to Canadian Dollars every calendar quarter (Jan-March, April-June, July-Sept, Oct-Dec) and will be valid for that period. Exchange rates will be provided to the Customer according to the average exchange rate between U.S. Dollars and Canadian Dollars over the preceding 90 days as published on www.oanda.com.
 2. All taxes for the acquisition of Products and related Services procured in Canada will be assessed in accordance with the applicable Canadian local, provincial, and federal laws and regulations.

Except as modified herein, the Agreement remains in full force and effect, and the parties hereby ratify the Agreement as amended herein and agree to be bound by its terms with respect to the equipment, products, or services in Canada as contemplated by this Adoption Agreement.

Sourcewell

Signed by:
By: Jeremy Schwartz
G0FD2A430B06400...

Title: Chief Procurement Officer

Date: 7/21/2025 | 7:43 PM CDT

Securitas Technology Corporation

Signed by:
By: Kurt Wittkopp
3DAD89784E9A4AA

Title: VP Sales & Operations Canada

Date: 7/21/2025 | 6:41 PM CDT