

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/03/2021

Contract/Lease Control #: C20-2909-PS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: ALERTUS TECHNOLOGIES, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/21/2020

Expiration Date: 01/20/2023 W/2 1 YR RENEWALS-MAINTENANCE AGREEMENT

Expiration Date: 05/24/2021-INSTALLATION COMPLETION DATE

Description of: DIGITAL MEDIA MANAGEMENT & MASS NOTIFICATON

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: PMADDOX@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CAPITOL RISK SOLUTIONS 42631178 2275 RESEARCH BLVD SUITE 500 ROCKVILLE MD 20850	CONTACT NAME: _____	
	PHONE (301) 842-7313 (A/C, No, Ext): _____	FAX (301) 830-6097 (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A: Trumbull Insurance Company		27120
INSURER B: Lloyds, Underwriters at Lloyds		15792
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

INSURED ALERTUS TECHNOLOGIES LLC PO BOX 600 BELTSVILLE MD 20704-0600
--

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			ESK0032225157	07/01/2021	07/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ESK0032225157	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$ _____						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	42 WEC EI0884	01/22/2021	01/22/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			ESK0032225157	07/01/2021	07/01/2022	Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER Okaloosa County Board of County 320 N WILSON ST CRESTVIEW FL 32536-3440	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan J. Castaneda</i>
--	---

CHANGE ORDER FORM

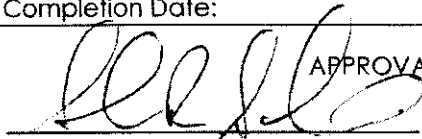
Date: 09/01/2021 Contract No.: C20-2909-PS Change Order No.: 4

Owner: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Contractor: Alertus Technologies, LLC

CHANGE TO CONTRACT PRICE	
DESCRIPTION	AMOUNT
Original Contract Price:	\$1,562,919.84
Net change by previously authorized Change Orders:	N/A
Present Contract Price:	\$1,566,569.58
This Change Order will (add/deduct):	\$3,649.74
New Contract Price:	\$1,562,919.84

CHANGE TO CONTRACT TIME	
DESCRIPTION	DATE or NUMBER OF DAYS
Original Contract Time:	N/A
Original Substantial Completion Date:	N/A
Net change by previously authorized Change Orders:	N/A
This Change Order will (add/deduct):	N/A
New Contract Time:	N/A
New Substantial Completion Date:	N/A

<p style="text-align: right; margin-right: 20px;">APPROVALS</p> <p>SURTAX COORD: <u></u></p> <p>SHERIFF'S DEPT: <u>Lenny Holloway / S/</u></p> <p>CONTRACTOR: <u>Val Padilla Gross</u></p> <p>OWNER: <u>Jeffrey A Hyde</u></p>	<p>DATE: <u>9/2/21</u></p> <p>DATE: <u>9/7/2021</u></p> <p>DATE: <u>9/8/2021</u></p> <p>DATE: _____</p>
---	---

Digitally signed by Jeffrey A Hyde
Date: 2021.09.08 08:55:47 -05'00'

This Change Order is an amendment to the Contract/Agreement between Contractor and the Owner, and all other contract provisions shall remain in full force and effect unless specifically amended in writing, signed by both parties.

*Memo for Record – This Change Order #4 voids the charges incurred on Change Order #3.



11720 Beltsville Drive, 9th Floor
Beltsville, MD 20705
+1-202-ALERTUS (253-7887)

September 1, 2021

Mr. Jeffrey A. Hyde
Purchasing Manager
Okaloosa County, FL

Dear Jeff,

Alertus Technologies, LLC requests change order number 4 to contract C20-2909-PS. Please deduct the amount of \$3,649.74 from the total amount of the contract as the switch / media converter for the AOC was not required.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Burchfield", written over a circular stamp or mark.

Jay Burchfield
Director of Commercial Sales
Alertus Technologies

CONTRACT#: C20-2909-PS
 ALERTUS TECHNOLOGIES, LLC
 DIGITAL MEDIA MANAGEMENT & MASS
 NOTIFICATION
 EXPIRES: 01/20/2023 W/2 1 YR RENEALS-MAINT

CHANGE ORDER FORM

Date: 06/09/2021 Contract No.: C20-2909-PS Change Order No.: 3

Owner: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Contractor: Alertus Technologies, LLC

CHANGE TO CONTRACT PRICE	
DESCRIPTION	AMOUNT
Original Contract Price:	\$1,562,919.84
Net change by previously authorized Change Orders:	N/A
Present Contract Price:	\$1,562,919.84
This Change Order will (add/deduct):	\$3,649.74
New Contract Price:	\$1,566,569.58

CHANGE TO CONTRACT TIME	
DESCRIPTION	DATE or NUMBER OF DAYS
Original Contract Time:	340 days from NTP
Original Substantial Completion Date:	01/15/2021
Net change by previously authorized Change Orders:	129 days
This Change Order will (add/deduct):	32 calendar days
New Contract Time:	501 days
New Substantial Completion Date:	06/25/2021

APPROVALS

SURTAX COORD.: [Signature]
 SHERIFF'S DEPT.: [Signature]
 CONTRACTOR: [Signature]
 OWNER: Jeffrey A Hyde

DATE: 6/14/21
 DATE: 6/10/21
 DATE: 06/14/2021
 DATE: _____

Digitally signed by Jeffrey A Hyde
 Date: 2021.06.14 11:40:43 -05'00'

This Change Order is an amendment to the Contract/Agreement between Contractor and the Owner, and all other contract provisions shall remain in full force and effect unless specifically amended in writing, signed by both parties.

Memo for Record: Substantial completion date is 06/25/2021 - Allow 30 additional days for final billing and project testing of installed system.

May 21, 2021

Mr. Jeffrey Hyde
Purchasing Manager
Okaloosa County Purchasing
Okaloosa County, FL

Dear Jeff,

We are pleased to inform you that we are very close to completing contract / lease control # C20-2909-PS. We estimate over 90% of the system is installed. Remaining work includes: speaker installation at nine schools; moving five cabinets and two electrical circuits and resolving the network connectivity issues at the EOC, AOC and School district. We request an additional five weeks to complete this work.

Unfortunately, since mid January 2021 we have had various weather, engineering and network connectivity related issues delay the implementation of this project. We had 15 days where it rained or there was lightning preventing us from working. We did not want to risk the safety of our installers and told them to wait for good weather. Equipment permitting and subsequent purchasing of custom mount hardware added unexpected delays. We also experienced delays related to communicating on the school district network. We are working with the school district's IT contractor, Titan Technologies, to achieve connectivity with the EOC, AOC and School district controller. Titan is also working through installing and configuring the network connectivity at each of the Communication Control Units. As the CCUs were moved from their original locations, new ports had to be configured. Lastly, please be advised that the Liza Jackson preparatory school building construction is not complete. Until the construction of this campus is completed we can not install our equipment.

We feel an extension of five weeks will give us the necessary time to complete this project. We have a tentative county wide test at the middle / end of June. The additional time will allow us to prepare for and assure a successful test.

Change order:

We have been asked to purchase the equipment for the fiber optic connection at the Alternate Operation Center. Although we feel this is outside our scope of work, we are open to purchasing the equipment if a change order request is approved. This connection allows the Alertus Controller, Rapid Response Console, to communicate with the school district.

Total cost = \$ 3,649.74

Sincerely,



Jay Burchfield
Director of Commercial Sales
Alertus Technologies

CONTRACT#: C20-2909-PS
 ALERTUS TECHNOLOGIES, LLC
 DIGITAL MEDIA MANAGEMENT & MASS
 NOTIFICATION
 EXPIRES: 05/24/2021-INSTALLATION COMPLETION
 EXPIRES: 01/20/2023 W/2 1 YR RENEWALS-MAINTENANCE

CHANGE ORDER FORM

Date: 02/12/2021 Contract No.: C20-2909-PS Change Order No.: 2

Owner: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Contractor: Alertus Technologies, LLC.

CHANGE TO CONTRACT PRICE	
DESCRIPTION	AMOUNT
Original Contract Price:	\$1,562,919.84
Net change by previously authorized Change Orders:	NA
Present Contract Price:	\$1,562,919.84
This Change Order will (add/deduct):	NA
New Contract Price:	NA

CHANGE TO CONTRACT TIME	
DESCRIPTION	DATE or NUMBER OF DAYS
Original Contract Time:	340 days from NTP
Original Substantial Completion Date:	01/15/2021
Net change by previously authorized Change Orders:	34
This Change Order will (add/deduct):	95
New Contract Time:	469
New Substantial Completion Date:	05/24/2021

APPROVALS

SHERIFF COORDINATION: [Signature] DATE: 2/19/2021

SURTAX MANAGER: [Signature] DATE: 2/19/21

CONTRACTOR: [Signature] DATE: _____

OWNER: [Signature] DATE: 3/2/2021

Carolyn N. Ketchel, Chairman



This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all other contract provisions shall remain in full force and effect unless specifically amended in writing, signed by both parties.

**Alertus Technologies, LLC Contract
C20-2909-PS**

The time extension is being granted to allow for Covid-19 related issues and delays and to also include for any weather delays that have happened from the Notice to Proceed date until current date. The contractors' completion date is now May 24, 2021.

Liquidated Damages:

In case of failure on the part of the Contractor to complete the work within the time(s) specified in the contract, or within such additional time(s) as may be granted by Okaloosa County, the County will suffer damage, the amount of which may be difficult, if not impossible, to ascertain. Therefore, the Contractor shall pay to the County, as liquidated damages, the amount established in the schedule below for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as penalty on the contractor.

Daily Charge

Original Contract Amount per Calendar Day

\$500,000 but less than \$2,500,000 \$1924.00 per day



	Finish Date
Speaker Install	5/18/2021
Low Voltage	5/3/2021
Electrical	5/17/2021
Startup	5/18/2021
EOC, Backup EOC, School Dist Control	5/24/2021
Training	5/24/2021

Speaker Install

Name	Start Date	Finish Date	Owner	Notes
Deployment of MNS (HPSA, CCU and RTU)				
- Choctawhatchee High School	2/8/2021	2/11/2021	CES	3 Speaker mount install.
- Crestview High School	2/15/2021	2/16/2021	CES	1 Speaker mount install.
- Niceville High School	2/11/2021	2/15/2021	CES	2 Speaker mount install.
- Fort Walton Beach High School	2/16/2021	2/18/2021	CES	2 Speaker mount install.
- Baker School	2/18/2021	2/19/2021	CES	1 Speaker mount install.
- Laurel Hill School	2/19/2021	2/22/2021	CES	1 Speaker mount install.
- Davidson Middle School	2/22/2021	2/24/2021	CES	2 Speaker mount install.
- Edwins Elementary	2/24/2021	2/25/2021	CES	1 Speaker mount install.
- Pryor Middle School	2/25/2021	3/1/2021	CES	2 Speaker mount install.
- Ruckel Middle School	3/1/2021	3/3/2021	CES	2 Speaker mount install.
- Antioch Elementary	3/3/2021	3/4/2021	CES	1 Speaker mount install.
- Bluewater Elementary	3/4/2021	3/5/2021	CES	1 Speaker mount install.
- Bob Sikes Elementary	3/5/2021	3/8/2021	CES	1 Speaker mount install.
- Bruner Middle School	3/8/2021	3/10/2021	CES	2 Speaker mount install.
- Choice High School	3/10/2021	3/12/2021	CES	2 Speaker mount install.
- Destin Elementary - Including speakers	3/12/2021	3/15/2021	CES	1 Speaker mount install.
- Destin Middle School	3/15/2021	3/17/2021	CES	2 Speaker mount install.
- Edge Elementary	3/17/2021	3/18/2021	CES	1 Speaker mount install.

- Eglin Elementary			3/18/2021	3/19/2021	CES	1	Speaker mount install.
- Elliott Point Elementary			3/19/2021	3/22/2021	CES	1	Speaker mount install.
- Florosa Elementary			3/22/2021	3/23/2021	CES	1	Speaker mount install.
- Kenwood Elementary			3/23/2021	3/24/2021	CES	1	Speaker mount install.
- Lewis Middle School			3/24/2021	3/26/2021	CES	2	Speaker mount install.
- Longwood Elementary			3/26/2021	3/29/2021	CES	1	Speaker mount install.
- Mary Esther Elementary			3/29/2021	3/30/2021	CES	1	Speaker mount install.
- Meigs Middle School			3/30/2021	4/1/2021	CES	2	Speaker mount install.
- Northwood/Richbourg Annex			4/1/2021	4/2/2021	CES	1	Speaker mount install.
- Plew Elementary			4/2/2021	4/5/2021	CES	1	Speaker mount install.
- Riverside Elementary			4/5/2021	4/6/2021	CES	1	Speaker mount install.
- Shalimar Elementary			4/6/2021	4/7/2021	CES	1	Speaker mount install.
- Shoal River Middle School			4/7/2021	4/9/2021	CES	2	Speaker mount install.
- Silver Sands School			4/9/2021	4/12/2021	CES	1	Speaker mount install.
- Southside Center			4/12/2021	4/13/2021	CES	1	Speaker mount install.
- Valparaiso STEM			4/13/2021	4/14/2021	CES	1	Speaker mount install.
- Walker Elementary			4/14/2021	4/15/2021	CES	1	Speaker mount install.
- Wright Elementary			4/15/2021	4/16/2021	CES	1	Speaker mount install.
- Okaloosa Academy			4/16/2021	4/19/2021	CES	1	Speaker mount install.
- Liza Jackson Preparatory School			4/19/2021	4/20/2021	CES	1	Speaker mount install.
						5/11/2021	
Baker School			2/8/21	2/9/2021	IVANCO	1	Low voltage cabinets and antennas.
Bluewater Elementary			2/10/2021	2/11/2021	IVANCO	1	Low voltage cabinets and antennas.
Bob Sikes Elementary			2/12/2021	2/15/2021	IVANCO	1	Low voltage cabinets and antennas.
Destin Elementary			2/16/2021	2/17/2021	IVANCO	1	Low voltage cabinets and antennas.
Edge Elementary			2/18/2021	2/19/2021	IVANCO	1	Low voltage cabinets and antennas.
Edwins Elementary			2/22/2021	2/23/2021	IVANCO	1	Low voltage cabinets and antennas.
Eglin Elementary			2/24/2021	2/25/2021	IVANCO	1	Low voltage cabinets and antennas.
Elliott Point Elementary			2/26/2021	3/1/2021	IVANCO	1	Low voltage cabinets and antennas.
Florosa Elementary			3/2/2021	3/3/2021	IVANCO	1	Low voltage cabinets and antennas.
Kenwood Elementary			3/4/2021	3/5/2021	IVANCO	1	Low voltage cabinets and antennas.
Lewis Middle School			3/8/2021	3/9/2021	IVANCO	1	Low voltage cabinets and antennas.
Liza Jackson Preparatory School			3/10/2021	3/11/2021	IVANCO	1	Low voltage cabinets and antennas.
Longwood Elementary			3/12/2021	3/15/2021	IVANCO	1	Low voltage cabinets and antennas.
Mary Esther Elementary			3/16/2021	3/17/2021	IVANCO	1	Low voltage cabinets and antennas.

Northwood/Richbourg Annex			3/18/2021	3/19/2021	IVANCO	1	Low voltage cabinets and antennas.
Okaloosa Academy			3/22/2021	3/23/2021	IVANCO	1	Low voltage cabinets and antennas.
Plew Elementary			3/24/2021	3/25/2021	IVANCO	1	Low voltage cabinets and antennas.
Riverside Elementary			3/26/2021	3/29/2021	IVANCO	1	Low voltage cabinets and antennas.
Shalimar Elementary			3/30/2021	3/31/2021	IVANCO	1	Low voltage cabinets and antennas.
Southside Center			4/1/2021	4/2/2021	IVANCO	1	Low voltage cabinets and antennas.
Valparaiso STEM			4/5/2021	4/6/2021	IVANCO	1	Low voltage cabinets and antennas.
Walker Elementary			4/7/2021	4/8/2021	IVANCO	1	Low voltage cabinets and antennas.
Wright Elementary			4/9/2021	4/12/2021	IVANCO	1	Low voltage cabinets and antennas.
						5/3/2021	
Baker School			2/22/21	2/23/2021	ELEC	1	Electrical Circuits for HPSA cabinet
Bluewater Elementary			2/24/2021	2/25/2021	ELEC	1	Electrical Circuits for HPSA cabinet
Bob Sikes Elementary			2/26/2021	3/1/2021	ELEC	1	Electrical Circuits for HPSA cabinet
Destin Elementary			3/2/2021	3/3/2021	ELEC	1	Electrical Circuits for HPSA cabinet
Edge Elementary			3/4/2021	3/5/2021	ELEC	1	Electrical Circuits for HPSA cabinet
Edwins Elementary			3/8/2021	3/9/2021	ELEC	1	Electrical Circuits for HPSA cabinet
Eglin Elementary			3/10/2021	3/11/2021	ELEC	1	Electrical Circuits for HPSA cabinet
Elliott Point Elementary			3/12/2021	3/15/2021	ELEC	1	Electrical Circuits for HPSA cabinet
Florosa Elementary			3/16/2021	3/17/2021	ELEC	1	Electrical Circuits for HPSA cabinet
Kenwood Elementary			3/18/2021	3/19/2021	ELEC	1	Electrical Circuits for HPSA cabinet
Lewis Middle School			3/22/2021	3/23/2021	ELEC	1	Electrical Circuits for HPSA cabinet
Liza Jackson Preparatory School			3/24/2021	3/25/2021	ELEC	1	Electrical Circuits for HPSA cabinet
Longwood Elementary			3/26/2021	3/29/2021	ELEC	1	Electrical Circuits for HPSA cabinet
Mary Esther Elementary			3/30/2021	3/31/2021	ELEC	1	Electrical Circuits for HPSA cabinet
Northwood/Richbourg Annex			4/1/2021	4/2/2021	ELEC	1	Electrical Circuits for HPSA cabinet
Okaloosa Academy			4/5/2021	4/6/2021	ELEC	1	Electrical Circuits for HPSA cabinet
Plew Elementary			4/7/2021	4/8/2021	ELEC	1	Electrical Circuits for HPSA cabinet
Riverside Elementary			4/9/2021	4/12/2021	ELEC	1	Electrical Circuits for HPSA cabinet
Shalimar Elementary			4/13/2021	4/14/2021	ELEC	1	Electrical Circuits for HPSA cabinet
Southside Center			4/15/2021	4/16/2021	ELEC	1	Electrical Circuits for HPSA cabinet
Valparaiso STEM			4/19/2021	4/20/2021	ELEC	1	Electrical Circuits for HPSA cabinet
Walker Elementary			4/21/2021	4/22/2021	ELEC	1	Electrical Circuits for HPSA cabinet
Wright Elementary			4/23/2021	4/26/2021	ELEC	1	Electrical Circuits for HPSA cabinet
						5/17/2021	
Antioch Elementary			2/22/21	2/23/2021	START	1	Alertus, one technician

Baker School			2/24/2021	2/25/2021	START	1	Alertus, one technician
Baker School			2/26/2021	3/1/2021	START	1	Alertus, one technician
Bluewater Elementary			3/2/2021	3/3/2021	START	1	Alertus, one technician
Bob Sikes Elementary			3/4/2021	3/5/2021	START	1	Alertus, one technician
Bruner Middle School			3/8/2021	3/9/2021	START	1	Alertus, one technician
Choctawhatchee High School			3/10/2021	3/11/2021	START	1	Alertus, one technician
Choctawhatchee High School			3/12/2021	3/15/2021	START	1	Alertus, one technician
Choice High School (Okaloosa Technical C.)			3/16/2021	3/17/2021	START	1	Alertus, one technician
Crestview High School			3/18/2021	3/19/2021	START	1	Alertus, one technician
Davidson Middle School			3/22/2021	3/22/2021	START	0.5	Alertus, two technicians
Destin Elementary			3/23/2021	3/23/2021	START	0.5	Alertus, two technicians
Destin Middle School			3/24/2021	3/24/2021	START	0.5	Alertus, two technicians
Edge Elementary			3/25/2021	3/25/2021	START	0.5	Alertus, two technicians
Edwins Elementary			3/26/2021	3/26/2021	START	0.5	Alertus, two technicians
Eglin Elementary			3/29/2021	3/29/2021	START	0.5	Alertus, two technicians
Elliott Point Elementary			3/30/2021	3/30/2021	START	0.5	Alertus, two technicians
Florosa Elementary			3/31/2021	3/31/2021	START	0.5	Alertus, two technicians
Fort Walton Beach High School			4/1/2021	4/1/2021	START	0.5	Alertus, two technicians
Fort Walton Beach High School			4/2/2021	4/2/2021	START	0.5	Alertus, two technicians
Kenwood Elementary			4/5/2021	4/5/2021	START	0.5	Alertus, two technicians
Laurel Hill School			4/6/2021	4/6/2021	START	0.5	Alertus, two technicians
Lewis Middle School			4/7/2021	4/7/2021	START	0.5	Alertus, two technicians
Liza Jackson Preparatory School			4/8/2021	4/8/2021	START	0.5	Alertus, two technicians
Longwood Elementary			4/9/2021	4/9/2021	START	0.5	Alertus, two technicians
Mary Esther Elementary			4/12/2021	4/12/2021	START	0.5	Alertus, two technicians
Meigs Middle School			4/13/2021	4/13/2021	START	0.5	Alertus, two technicians
Niceville High School			4/14/2021	4/14/2021	START	0.5	Alertus, two technicians
Niceville High School			4/15/2021	4/15/2021	START	0.5	Alertus, two technicians
Northwood/Richbourg Annex			4/16/2021	4/16/2021	START	0.5	Alertus, two technicians
Okaloosa Academy			4/19/2021	4/19/2021	START	0.5	Alertus, two technicians
Plew Elementary			4/20/2021	4/20/2021	START	0.5	Alertus, two technicians
Pryor Middle School			4/21/2021	4/22/2021	START	1	Alertus, one technicians
Riverside Elementary			4/23/2021	4/26/2021	START	1	Alertus, one technicians
Ruckel Middle School			4/27/2021	4/28/2021	START	1	Alertus, one technicians
Shalimar Elementary			4/29/2021	4/30/2021	START	1	Alertus, one technicians

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/13/2021

Contract/Lease Control #: C20-2909-PS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: ALERTUS TECHNOLOGIES, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/21/2020

Expiration Date: 01/20/2023 W/2 1 YR RENEWALS-MAINTENANCE AGREEMENT

Expiration Date: 02/18/2021-INSTALLATION COMPLETION DATE

Description of: DIGITAL MEDIA MANAGEMENT & MASS NOTIFICATION

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: PMADDOX@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

CONTRACT#: C20-2909-PS
 ALERTUS TECHNOLOGIES, LLC
 DIGITAL MEDIA MANAGEMENT & MASS
 NOTIFICATION
 EXPIRES: 01/20/2023 W/2 1 YR RENEWALS

CHANGE ORDER FORM

Date: 12/15/2020 Contract No.: C20-2909-PS Change Order No.: 1

Owner: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Contractor: Alertus Technologies, LLC

CHANGE TO CONTRACT PRICE	
DESCRIPTION	AMOUNT
Original Contract Price:	\$1,562,919,84
Net change by previously authorized Change Orders:	NA
Present Contract Price:	\$1,562,919,84
This Change Order will (add/deduct):	NA
New Contract Price:	NA

CHANGE TO CONTRACT TIME	
DESCRIPTION	DATE or NUMBER OF DAYS
Original Contract Time:	340 days from NTP
Original Substantial Completion Date:	01/15/2021
Net change by previously authorized Change Orders:	NA
This Change Order will (add/deduct):	34
New Contract Time:	374
New Substantial Completion Date:	02/18/2021

APPROVALS

SHERIFF COORDINATION: [Signature]

DATE: 12/22/2020

SURTAX MANAGER: [Signature]

DATE: 12/22/20

CONTRACTOR: ValPadillagross

DATE: 12/22/2020

OWNER: Jeffrey A. Hrdt

DATE: 12/23/2020

This Change Order is an amendment to the Contract/Agreement between Contractor and the Owner, and all other contract provisions shall remain in full force and effect unless specifically amended in writing, signed by both parties.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/11/2020

Contract/Lease Control #: C20-2909-PS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: ALERTUS TECHNOLOGIES, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/21/2020

Expiration Date: 01/20/2023 W/2 1 YR RENEWALS

Description of: DIGITAL MEDIA MANAGEMENT & MASS NOTIFICATION

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: PMADDOX@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

NOTICE TO PROCEED

**TO: Alertus Technologies, LLC
11720 Beltsville Drive – 9th Floor
Beltsville, MD 20705**

PROJECT: Okaloosa County Schools Digital Media Management & Mass Notification

DESCRIPTION: Master Agreement 01-90 (NCPA), Contract C20-2909-PS

You are hereby notified you are able to commence WORK in accordance with the Agreement dated January 21, 2020. The work shall be substantially completed within 330 calendar days and fully completed and ready for final payment by December 31, 2020.

You are required to return an acknowledged copy of this **NOTICE TO PROCEED** to the **OWNER**: Okaloosa County Purchasing, Attention: DeRita Mason, 5479A Old Bethel Road, Crestview, FL 32536, within 10 days from the date this **NOTICE TO PROCEED** is fully executed.

Dated this 7th day of February, 2020

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
OWNER

BY: Jeffrey A Hyde
Jeffrey A. Hyde, Purchasing Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

Date of Commencement of Work: 10 February 2020

Alertus Technologies, LLC
Company Name

This the 25th day of March, 2020

[Signature]
Signature

By: Valeria Padilla-Gross, Accounting Specialist
Type or Print Name/Title

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/27/2020

Contract/Lease Control #: C20-2909-PS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: ALERTUS TECHNOLOGIES, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/21/2020

Expiration Date: 12/31/2020

Description of DIGITAL MEDIA MANAGEMENT & MASS NOTIFICATION

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: PMADDOX@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: DBD Tracking Number: 367919
Procurement/Contractor/Lessee Name: Aertus Grant Funded: YES ___ NO X
Purpose: Equipment purchase
Date/Term: 340 days 1. GREATER THAN \$100,000
Amount: 1562,919.84 2. GREATER THAN \$50,000
Department: PS 3. \$50,000 OR LESS
Dept. Monitor Name: Kisela

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 10-14-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: NA Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 12-3-19
Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: see email attached Date: 12-6-19
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
Finance Manager or designee

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, December 6, 2019 1:54 PM
To: DeRita Mason
Cc: Jeffrey Hyde; Faye Douglas
Subject: RE: Alertus Piggyback agreement
Attachments: image001.png

The piggyback is fine. I have not seen the mou that was going to be drafted by the SO

From: DeRita Mason [dmason@myokaloosa.com]
Sent: Friday, December 06, 2019 2:36 PM
To: Parsons, Kerry
Cc: Jeffrey Hyde; Faye Douglas
Subject: Alertus Piggyback agreement

Good afternoon,

Could you please tell me the status of the referenced contract?
We wanted to get it on the 17th board meeting.
We also need to know the status of the MOU.
Will that need to be complete and signed before we can sign the Alertus piggyback agreement?

Thank you,

DeRita Mason

[cid:image001.png@01D54C5E.D3CC8350]

DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com<mailto:dmason@myokaloosa.com>

“Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.”

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

DeRita Mason

From: Karen Donaldson
Sent: Tuesday, December 3, 2019 3:07 PM
To: DeRita Mason
Subject: RE: Alertus

DeRita

This is approved by risk management for insurance purposes.

Thanks

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com

Risk Management has moved
Please note new Address



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, December 3, 2019 2:40 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: Alertus

Ladies,

I had sent this over to you previously to review. We were waiting on them to be put into Sunbiz. They have now done that and we are good to go. Please review and approve.

Thank you,

DeRita Mason



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 11/09/2019, from 8:00 AM to 3:00 PM

Entity Dashboard

Alertus Technologies LLC
DUNS: 116352829 CAGE Code: 4Q1F6
Status: Active
Expiration Date: 01/02/2020
Purpose of Registration: All Awards

11720 Beltsville Dr gith fl
BELTSVILLE, MD, 20705-3166,
UNITED STATES

- ▶ [Entity Overview](#)
- ▶ [Entity Registration](#)
 - ▶ [Core Data](#)
 - ▶ [Assertions](#)
 - ▶ [Reps & Certs](#)
 - ▶ [POCs](#)
- ▶ [Exclusions](#)
 - ▶ [Active Exclusions](#)
 - ▶ [Inactive Exclusions](#)
 - ▶ [Excluded Family Members](#)

Entity Overview

Entity Registration Summary

Name: Alertus Technologies LLC
Business Type: Business or Organization
Last Updated By: James Casteel
Registration Status: Active
Activation Date: 01/02/2019
Expiration Date: 01/02/2020

Exclusion Summary

Active Exclusion Records? No

[RETURN TO SEARCH](#)



IBM-NP-20190814-1104
WWW8

- [Search Records](#)
- [Disclaimers](#)
- [FAPIS.gov](#)
- [Data Access](#)
- [Accessibility](#)
- [GSA.gov/LAE](#)
- [Check Status](#)
- [Privacy Policy](#)
- [GSA.gov](#)
- [About](#)
- [USA.gov](#)
- [Help](#)

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Detail by Entity Name

Foreign Limited Liability Company
ALERTUS TECHNOLOGIES, LLC

Filing Information

Document Number M19000011441
FEI/EIN Number 47-0903100
Date Filed 12/02/2019
State MD
Status ACTIVE

Principal Address

11720 BELTSVILLE DRIVE
9TH FLOOR
BELTSVILLE, MD 20705

Mailing Address

PO BOX 600
BELTSVILLE, MD 20704

Registered Agent Name & Address

LESTER, PETER
4945 DATE PALM STREET
COCOA, FL 32927

Authorized Person(s) Detail**Name & Address**

Title MGRM

VOLK, JASON
PO BOX 600
BELTSVILLE, MD 20704

Title AP

LESTER, PETER
4945 DATE PALM STREET
COCOA, FL 32927

Annual Reports

No Annual Reports Filed

Document Images

No images are available for this filing.



AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND Alertus Technologies, LLC

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 21, day of JAN, 20 20, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Alertus Technologies, Inc., a Foreign Limited Liability Company authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 47-0903100.

RECITALS

WHEREAS, the County is in need of a contractor to provide digital media management & mass notification ("Services"); and

WHEREAS, the contractor is a certified and insured company with the necessary experience to provide the desired Services; and

WHEREAS, National Cooperative Purchasing Alliance (NCPA) issued Request for Proposal and awarded the Alertus Technologies, LLC to the Contractor for a period of three (3) years with two (2) additional one (1) year terms to provide such services; and

WHEREAS, the County now desires to enter into an agreement with Contractor, using the National Cooperative Purchasing Alliance (NCPA) competitive bidding information, to provide the Services described in Attachment "A", attached hereto and made part hereof; and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, Section 20, the County may when in the best interest of the County piggyback of an Agreement that is competitively procured by another entity; and

WHEREAS, the County has reviewed the Agreement and proposal results and agrees to the terms and conditions and further agrees that proposed pricing is fair and reasonable; and

WHEREAS, Contractor has agreed to provide to the County the Services under the same prices and terms and conditions of Master Agreement 01-90 with the National Cooperative Purchasing Alliance (NCPA); and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County at the same unit prices as provided under the Master Agreement 01-90 with the National Cooperative Purchasing Alliance (NCPA) for an amount of One Million Five Hundred Sixty-Two Thousand Nine Hundred Nineteen Dollars and Eighty-Four Cents (\$1,562,919.84) as further detailed below; and



WHEREAS, The County's Surtax Advisory Committee on November 6, 2019, made a recommendation of expenditure of the One Million Five Hundred Sixty-Two Thousand Nine hundred Nineteen Dollars and Eighty-Four Cents (\$1,562,919.84) for these Services.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Contract Documents. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The Contract Documents consist of this Agreement, as well as the terms and conditions of Master Agreement 01-90 with the National Cooperative Purchasing Alliance (NCPA) and resulting Contract, which is specifically incorporated herein and made a part hereof as Attachment "A", along with the quote from Contractor attached hereto as Attachment "B". The following additional documents are attached to this Agreement and are incorporated herein.

Attachment "C" – Insurance Requirements;

Attachment "D" – Title VI list of pertinent nondiscrimination acts and authorities;

Attachment "E" – Scrutinized Companies Certification;

2. Services. Contractor hereby agrees to provide such services and prices to Okaloosa County under the same price(s), terms and conditions of Master Agreement 01-90 with the National Cooperative Purchasing Alliance (NCPA) attached hereto as Attachment "A". The Services to be provided are further detailed in the Contractor's quote to the County which is attached as Attachment "B" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term. Upon full execution by all parties of this Agreement the Contractor shall provide all equipment, materials and installation within 340 calendar days.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, at the same unit prices as Master Agreement 01-90 with the National Cooperative Purchasing Alliance (NCPA) in a total amount of One Million Five Hundred Sixty-Two Thousand Nine Hundred Nineteen Dollars and Twenty-Nine Cents (\$1,562,919.84) for these Services.

- a. Contractor shall submit an invoice to the County upon _____ . The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.



- b. **Payment Schedule.** Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- c. **Availability of Funds.** The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "C" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO



THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

8. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

9. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by



guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	Okaloosa County EMS 90 College Blvd. East Niceville, FL 32578	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Alertus Technologies, LLC Patrick Niles, Regional Account Manager 11720 Beltsville Dr., 9 th Floor Beltsville, MD 20705	

10. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

11. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including



employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

12. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations



required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

13. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

14. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

15. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

16. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect,



reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

17. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "E". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

18. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

19. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.



20. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

21. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

[Signature]
Signature
Valeria Fedilla
Print Name

BY: Jon + Vera CEO

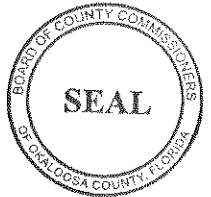
ATTEST:

OKALOOSA COUNTY, FLORIDA

[Signature]
J.D. Peacock II, Clerk of Courts



BY: [Signature]
~~Charles K. Windes, Jr., Chairman~~
Robert A. "Trey" Goodwin, III, Chairman





Attachment "A"
Contract between Alertus Technologies and NCPA and Procurement

Alertus Technologies

Proposal for

Abilene Region 14
Education Service Center

Beyond Personal Notification: Unified Mass Notification

Request for Proposal (RFP) for
Digital Media Management &
Mass Notification

Solicitation Number: 01-19

Patrick Niles

1-202-253-7887, ext 802

pniles@alertus.com

March 14th, 2019



Table of Contents

- Tab 1- Master Agreement / Signature Form
- Tab 2 - NCPA Administration Agreement
- Tab 3 - Vendor Questionnaire
- Tab 4 - Vendor Profile
- Tab 5 - Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 - Value Added Products and Services
- Tab 9 - Required Documents

Tab 1 - Master Agreement / Signature Form

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ **Customer Support**
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ **Disclosures**
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ **Renewal of Contract**
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ **Funding Out Clause**
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ **Shipments (if applicable)**
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ **Tax Exempt Status**
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- ◆ Legal Obligations
 - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
 - Any protest review and action shall be considered final with no further formalities being considered.

- ◆ Force Majeure
 - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
 - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ **Contract Administration**
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ **Contract Term**
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ **Contract Waiver**
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ **Products and Services additions**
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ **Competitive Range**
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ **Deviations and Exceptions**
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ **Estimated Quantities**
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name Alertus Technologies, LLC
Address 11720 Beltsville Drive, 9th Floor
City/State/Zip Beltsville, MD 20705
Telephone No. (202) 688-2055
Fax No. (866) 496-4985
Email address pniles@alertus.com
Printed name Patrick Niles
Position with company Regional Account Manager
Authorized signature 

Tab 2 - NCPA Administration Agreement

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of April 1, 2019, by and between National Cooperative Purchasing Alliance (“NCPA”) and Alertus Technologies, LLC (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 1, 2019, referenced as Contract Number 01-90, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Digital Media Management & Mass Notification;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

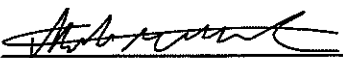
<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.


◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
 Title: Director, Business Development
 Address: PO Box 701273
Houston, TX 77270
 Signature: 
 Date: April 1, 2019

Vendor:

Alertus Technologies, LLC
 Name: Patrick Niles
 Title: Regional Account Manager
 Address: 11720 Beltsville Drive, 9th Floor
Beltsville, MD 20705
 Signature: 
 Date: 3/14/2019

Tab 3 - Vendor Questionnaire

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Mariana Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
- **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
 - **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of Beltsville, State of MD

◆ **Felony Conviction Notice**

- Please Check Applicable Box:
- A publically held corporation; therefore, this reporting requirement is not applicable.
 - Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:
- | | |
|---|--|
| <input checked="" type="checkbox"/> Manufacturer Direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized Distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller | <input type="checkbox"/> Other: _____ |

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Kat Blaszczyk
Title: Accounting Specialist II
Company: Alertus Technologies, LLC
Address: 11720 Beltsville Drive, 9th Floor
City: Beltsville State: MD Zip: 20705
Phone: (202) 425-3788 ext 791 Email: kbiaszczyk@alertus.com

▪ Purchase Orders

Contact Person: Patrick Niles
 Title: Regional Account Manager
 Company: Alertus Technologies, LLC
 Address: 11720 Beltsville Drive, 9th Floor
 City: Beltsville State: MD Zip: 20705
 Phone: (202) 688-2055 Email: pniles@alertus.com

▪ Sales and Marketing

Contact Person: Patrick Niles
 Title: Regional Account Manager
 Company: Alertus Technologies, LLC
 Address: 11720 Beltsville Drive, 9th Floor
 City: Beltsville State: MD Zip: 20705
 Phone: (202) 688-2055 Email: pniles@alertus.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 - Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 - Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 - Yes No

◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

- Company's official Registered name
 - Alertus Technologies, LLC
- Brief history of your company, including the year it was established
 - Alertus was founded out of the University of Maryland in 2002 following a tragic tornado that cost the lives of two students. Alertus has since served thousands of higher education institutions, K-12 districts, corporations, medical centers, government agencies, and military bases to ensure personnel, students, faculty, staff, and visitors are effectively notified throughout the organization's footprint during an emergency. The Alertus Mass Notification System is trusted by organizations such as Virginia Commonwealth University, American University, Boston University Medical Campus, and the Department of Defense. Gallaudet University, which serves the largest population of deaf or hard-of-hearing students and faculty in the world, also relies on Alertus for its campus emergency notification.
- Company's Dun & Bradstreet (D&B) number
 - 116352829
- Company's organizational chart of those individuals that would be involved in the contract
 - Patrick Niles: Regional Account Manager; 11720 Beltsville Drive, Beltsville, MD 20705; (202) 688-2055; pniles@alertus.com
 - Patrick Dennin: Director of Higher Education; 11720 Beltsville Drive, Beltsville, MD 20705; (202) 688-3208; pdennin@alertus.com
 - Rodrigo Rosal: Director of Client Services; 11720 Beltsville Drive, Beltsville, MD 20705; (202) 253-7887 ext 766; rrosal@alertus.com
- Corporate Office Location
 - One Corporate Office:
 - 11720 Beltsville Drive, Beltsville, MD 20705
 - Key Contacts:
 - Patrick Niles: Regional Account Manager; 11720 Beltsville Drive, Beltsville, MD 20705; (202) 688-2055; pniles@alertus.com
 - Patrick Dennin: Director of Higher Education; 11720 Beltsville Drive, Beltsville, MD 20705; (202) 688-3208; pdennin@alertus.com
 - Rodrigo Rosal: Director of Client Services; 11720 Beltsville Drive, Beltsville, MD 20705; (202) 253-7887 ext 766; rrosal@alertus.com
- Standard terms of payment
 - Net-30
- Competition in the marketplace. Singlewire
 - Valcom
- Annual Sales for last 3 years
 - Cities/Countries: Provided upon request
 - K-12: Provided upon request
 - Higher Education: Provided upon request
 - Other government agencies and nonprofit organizations: Provided upon request

- What differentiates your company from competitors?
 - Alertus is an on-premise mass notification system with three purposes:
 - Simplicity: Single-point of activation. No matter how many endpoints or integrated systems, Alertus unifies all things notification and provides a single-point of activation for managing your entire mass notification investment.
 - Integration: Existing Notification Assets. Alertus integration capabilities are unmatched. Integrating with existing infrastructure and systems allows us to build truly comprehensive alerting solutions at an affordable price.
 - Fill in the Gaps: The Alertus System doesn't just stop at integrating with your existing infrastructure. Where there are gaps, we fill them. Alertus offers powerful audible and visual notification devices to ensure you reach everyone, everywhere.
- Marketing if contract is awarded
 - We would only market this contract if given permission. We do not make public notices of contracts awarded or customers without permission and limit what we can disclose to the public based on what the contract or customer states.
- Introduction of NCPA to Alertus
 - With new alliances and organizations, a plan is put in place to handle the scope of the project. The scope of the project can include initial consultation, purchase of products, coordination of project phases, implementation, service and support, and future purchases.
- Firm's capabilities and functionality of online/order website
 - Alertus does provide product information on the main website, however, all items have to be purchased through the account manager
- Customer Service Department
 - Our customer service department is located at our Corporate Office in Beltsville, MD. Typical hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday. We do have 24x7 service and support in the event of a system malfunction.
- Green Initiative
 - Not applicable at this time
- Vendor Verification.
 - Not applicable

Tab 5 - Products and Services

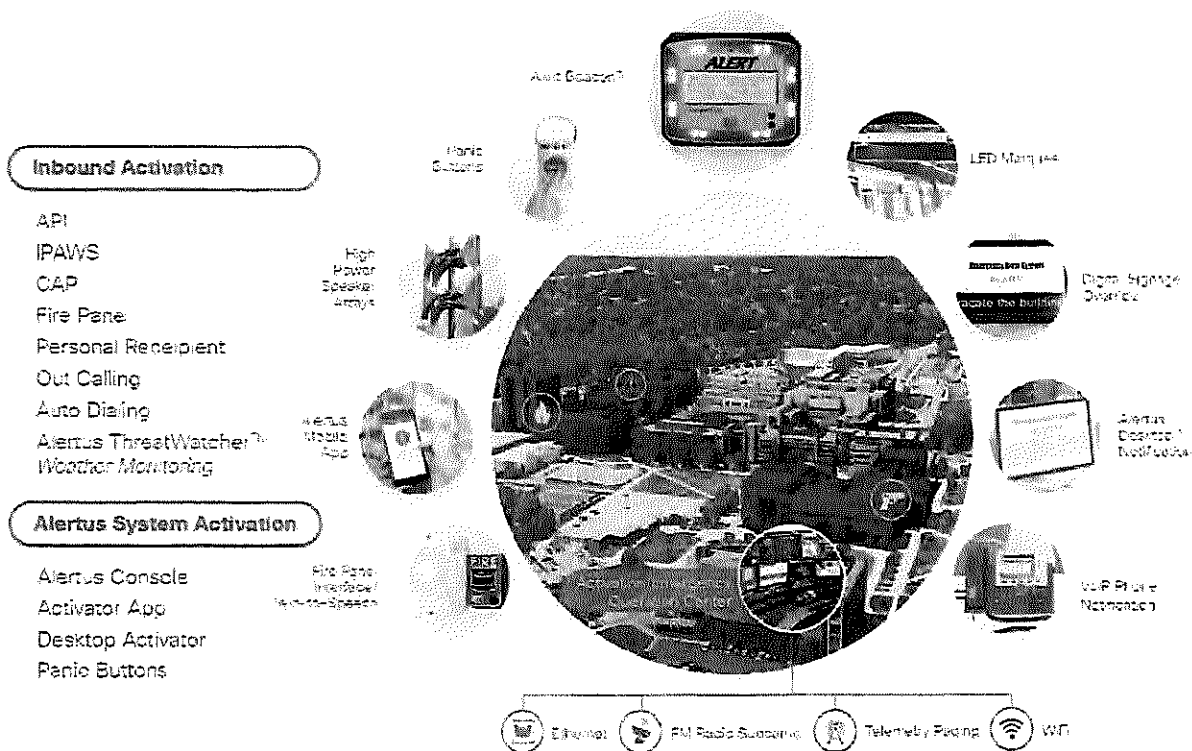
Digital Media Management & Mass Notification categories addressed in this response include:

- Mass Notification, Emergency and Actionable Alerts - Alertus Technologies, LLC
- Digital Signage - Alertus Technologies, LLC
- Enterprise Desktop - Alertus Technologies, LLC
- Mobile Interactive - Alertus Technologies, LLC

Alertus System Overview

The Alertus Emergency Mass Notification System is designed to enable unified facility notification to all organization indoor and outdoor areas by leveraging available communication assets, including connecting with more than 20 various mass notification providers. Key components of our system include Alertus Desktop™ Notification to computers, digital signage override, text-to-speech interfaces to existing PA systems/speakers and outdoor giant voice, interfaces to fire panels for monitoring and control, cable TV override, message multicast to IP network phones, wall-mounted Alert Beacons, overhead LED marquee signs, and the Alertus Mobile App Suite for enhanced personal notification between authorized dispatchers and end users.

Alertus is commonly thought of as the “easy button” for on-premise facility notification by unifying all IT assets, facility infrastructure, and other communications systems. Our clients have received numerous awards for their integrated notification systems—for example, Washington University in St. Louis recently received awards from the Campus Safety, Health, and Environmental Management Association (CSHEMA). The Alertus System is not dependent on cellular or Internet connections, thereby offering the highest assurance that notifications will get through when day-to-day systems such as email and cell phones may experience outages and delays from congestion. Certain emergencies may also require targeted notifications, and Alertus offers complete zoneability—geographically and categorically by groups, as well as by the GIS map interface.

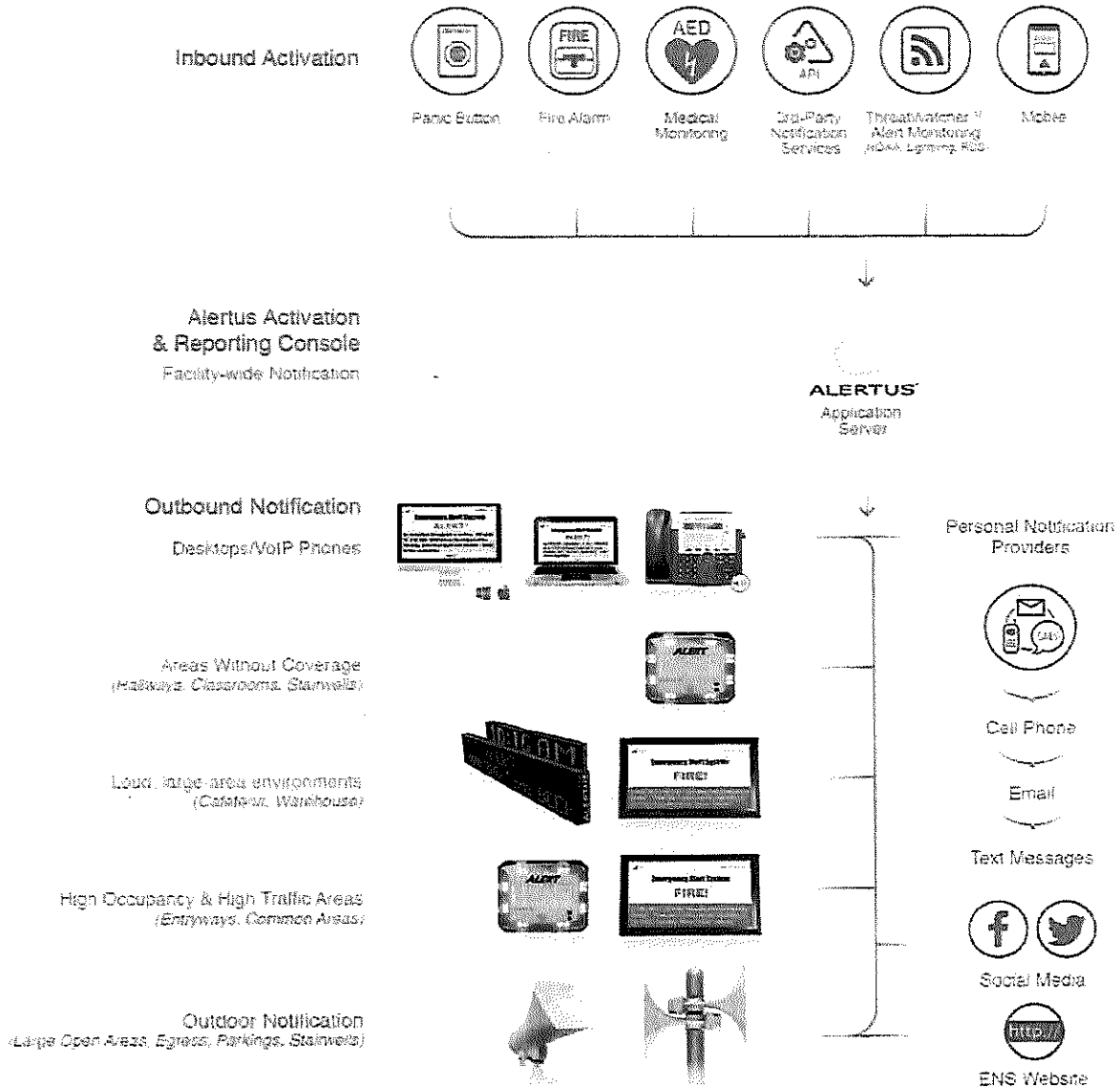


Personal Notification System Integration

The Alertus System can fully integrate with most major personal notification providers in the market. Alertus uses SOAP and REST APIs for many of our integrations, as well as CAP alerts. Some of the personal notification providers we have premier partnerships with include:

- Blackboard Connect
- Everbridge
- e2Campus
- RAVE
- Regroup
- Send Word Now

How it Works - Alertus as the single point of activation:



Additional Product Information



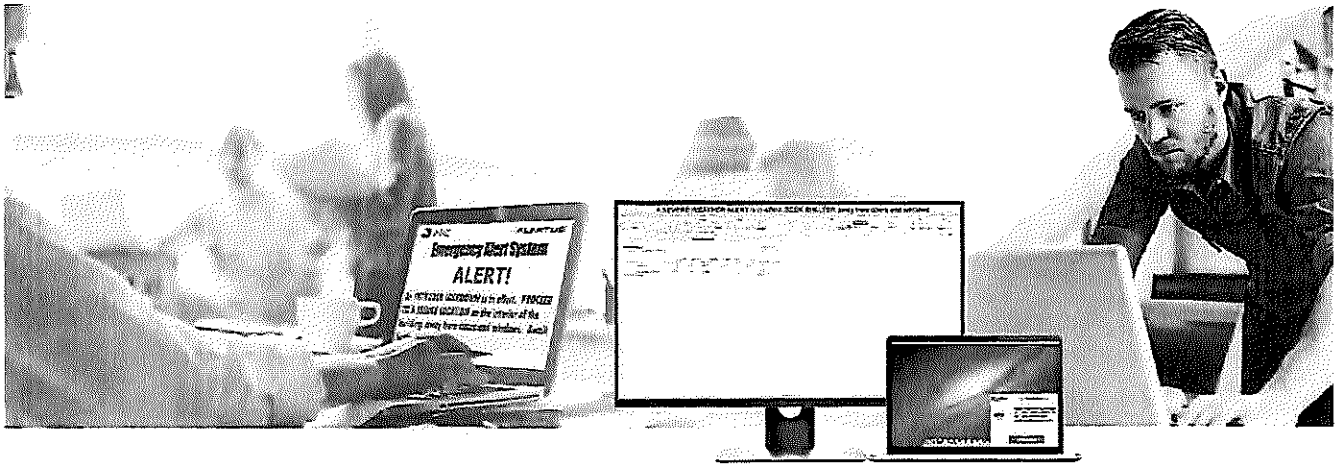
Alert Beacon®

Alert Beacons serve campuses, military bases, and other large facilities that presently lack an in-building emergency notification system and where retrofitting a conventional voice public address system is impractical and cost prohibitive.

These wall-mounted audible/visual notification appliances are designed to be prominently located throughout each building. Alert Beacons are configured and activated through the Alertus Console or third-party mass notification system services.

Features

- **Integrated:** Designed to integrate with LED signs, Text-to-Speech, electronic door locks, or other external equipment to extend functionality for any location requirement
- **Interoperable:** Unified activation with most other mass notification solutions via Common Alert Protocol (CAP) and open Alertus API
- **Reliable:** Immediate response that is not dependent on congested cell phone towers or the Internet. Can be connected to the Alertus server via Ethernet, WiFi, FM Radio, or pager
- **Affordable:** A fraction of the cost of a conventional voice PA system with no recurring fees
- **ADA Compliant:** Notifies everyone using both visible and audible alerts to accommodate the deaf and hard-of-hearing
- **Zoneable:** Notifications can be sent to all or select Alert Beacons across facilities depending on whether the emergency event is isolated
- **Green:** Consumes <5 watts (1/6 of fluorescent light)
- **Redundant Communication Capable:** Receives notifications from the on-premise server through one or multiple pathways: Ethernet (standard), WiFi, FM Radio Subcarrier, or RF Paging

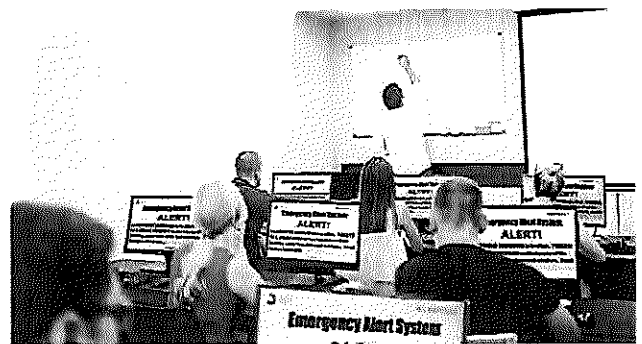


Alertus Desktop™ Notification

Alertus Desktop Notification is an enterprise application and client software for maximizing full-screen alerts, ticker displays, or quarter-screen urgent notifications on all or select computer screens in large network environments. Alertus Desktop Notification is configured and activated through the easy-to-use Alertus Console browser-based graphical user interface or third-party notification systems.

Features

- **Zoneable:** Target specific locations or personnel
- **Customizable:** Alert text, logos, template, behavior, and context menu text can be tailored to organizational identity and branding
- **Compatible:** Available for Windows and Mac
- **Easy installation:** Compatible with desktop management tools for unattended installs. Clients automatically configure themselves
- **Non-Invasive:** Runs in background with minimal network traffic
- **Auditing/Reporting:** Detailed real-time reports track who receives/acknowledges each message and the current status of each client
- **Reliable:** Intelligent network load balancing for rapid, reliable dissemination
- **Secure:** Uses encrypted communications



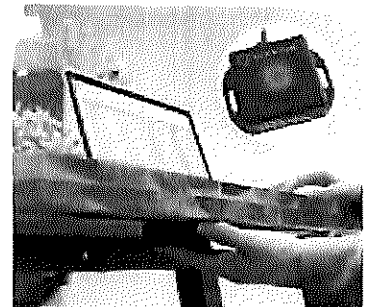


Panic Buttons

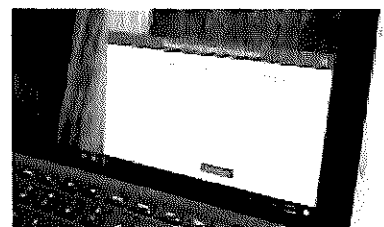
Alertus offers an array of panic button options to serve a variety of applications. By leveraging existing infrastructure and communication paths, Alertus panic buttons provide immediate, easy, one-step emergency notice activation. Users can quickly launch an alert for a general emergency—such as an accident or medical emergency—by simply pressing the panic button.

Features

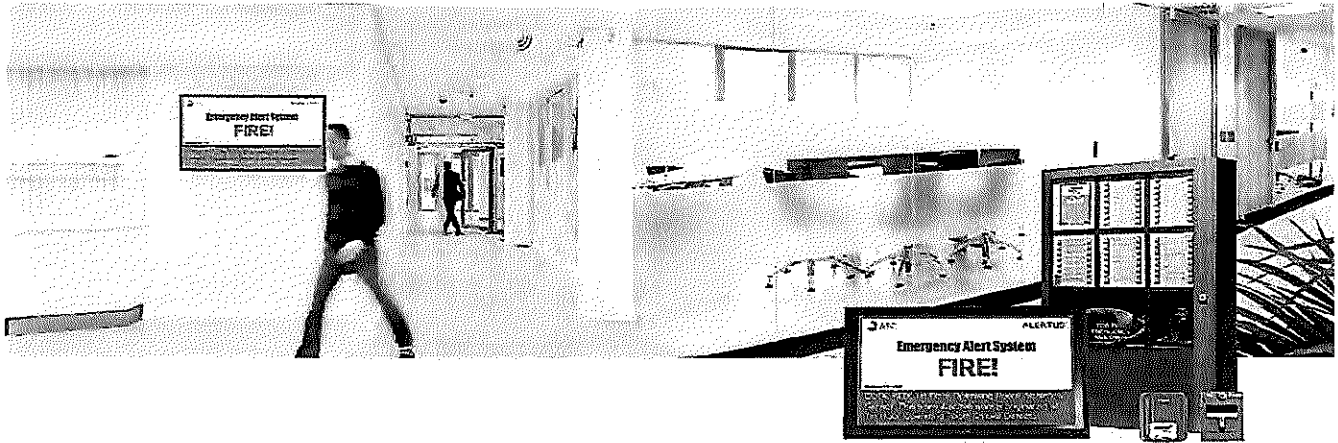
- **Physical Panic Button Options:** Wall-mounted with lift cover, discreet under the counter, countertop single or multiple buttons, or wireless wearable tags
- **Electronic Panic Button Options:** Scenario hotkeys, task tray icons, or a panic button in the Alertus Recipient App
- **Integrated:** Fully integrated with the Alertus suite of emergency mass notification products, and can also be configured to work with existing notification systems or products you may already have in place
- **Preset Alerts:** Panic button alerts are preset for general emergencies and are fully customizable depending on your needs
- **Customizable:** Ability to configure optional custom event triggers to enhance the default panic button capabilities



Under The Counter Panic Button



Task Tray Panic Button

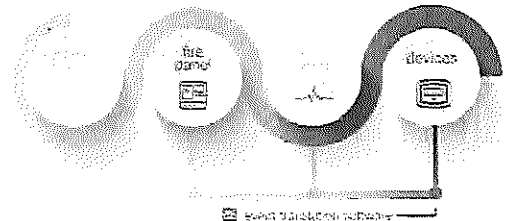


Public Address Systems and Fire Alarm Panels

Advanced text-to-speech (TTS) technology embedded in a compact module offers plug-and-play interoperability with any public address (PA) system or fire alarm panel. Alertus TTS provides a scalable and cost-effective means to simultaneously control the PA systems of multiple buildings despite differing or legacy systems.

Features

- **Intelligible:** Advanced voice synthesis technology to deliver fully customizable spoken alert messages in real time with crystal clear intelligibility
- **Reliable:** Text-to-speech technology embedded in a compact PCB module offers site-level control without external fail points (considered the standard for life safety systems)
- **Integrated:** Designed to fit inside any fire alarm and public address control panel without the need for any servicing of the panel
- **Compatible:** University compatibility (Honeywell, Simplex, Siemens, Edwards, Wheelock)
- **Self-Monitoring:** Continuous status monitoring to ensure uninterrupted availability
- **Customizable:** Easily customize library for specific word pronunciations
- **Secure:** Encrypted communications



Fire Panel Monitoring & Control

The Alertus System is designed to provide monitoring and control of building fire alarm panels. By tying in fire alarm systems, building occupants will receive consistent notifications. In the event of an actual fire, local Alertus endpoints, such as Alert Beacons and computer screen notification, will automatically advise of a fire, avoiding the potential for conflicting information and confusion. Alertus is one of a select few companies possessing expertise and qualifications to interface your mass emergency notification system and building fire alarm panels.

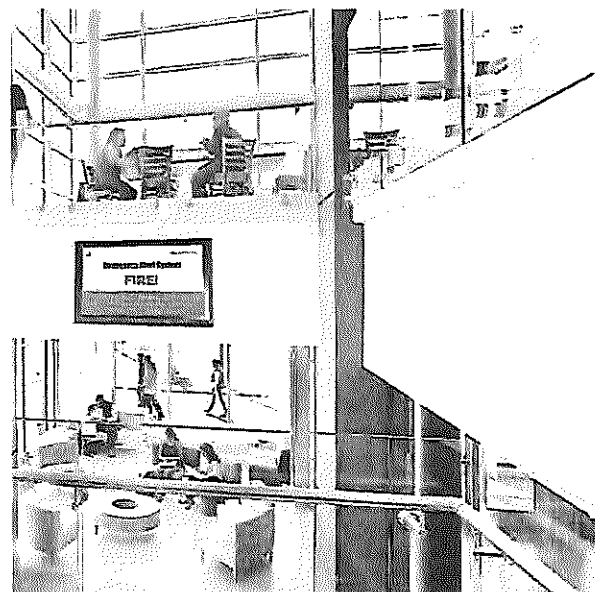
Digital Signage Override



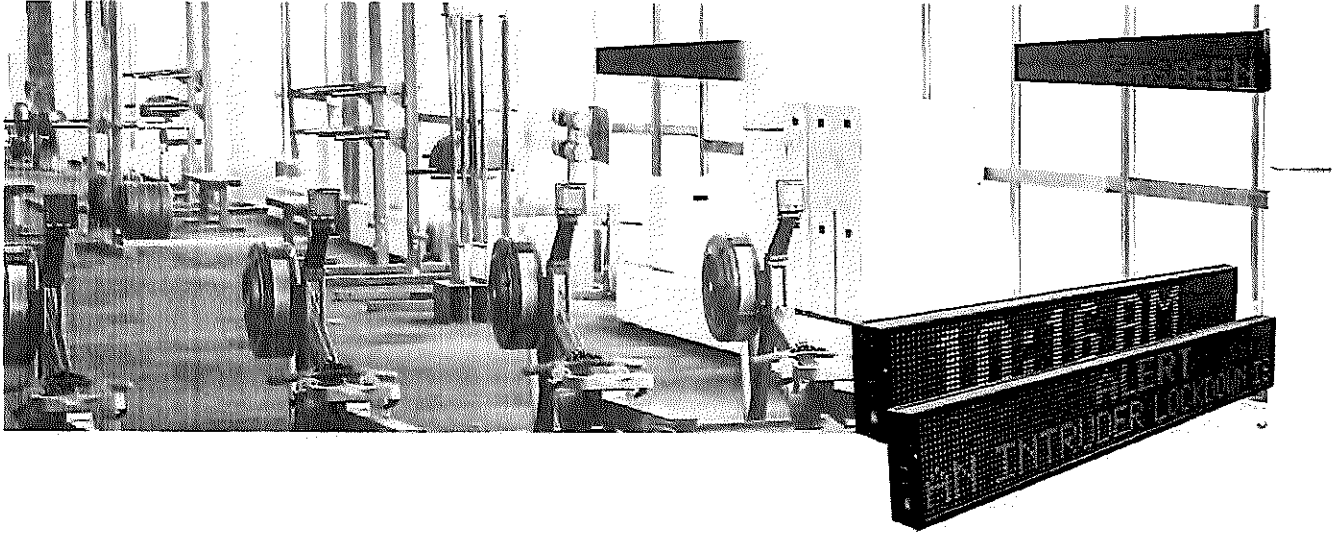
Many organizations employ digital signage to transmit communications in public and high-occupancy areas. Alertus' digital signage override software transforms these devices into intelligent emergency alerting appliances, and when activated, emergency alerts scroll across digital signage and can be easily read from a distance. Additionally, the application supports playback of alert tones and voice messages on systems with audio output capabilities. Digital signage override software also integrates seamlessly with wall-mounted Alert Beacons to ensure a unified emergency response.

Features

- **Compatible:** Universal compatibility with all signage systems
- **Immediate:** Digital signage override is rapidly deployable and can be launched via the Alertus Activation Console software from any computer or mobile device
- **Reliable:** Not dependent on external internet connections and offers real-time system monitoring and reporting
- **Zoneable:** Alerts can be targeted to individual screens or groups of screens organized by category or geography
- **Customizable:** Overrides existing display with customized, full-screen alert message that scrolls to allow for easy viewing from a distance



LED Marquee



Alertus LED marquees offer a cost-effective way to reach large indoor or outdoor public areas with emergency notifications or simply announcements. LED marquees are typically placed overhead to complement wall-mounted Alert Beacons. Additionally, LED displays and Alert Beacons serve deaf and hard-of-hearing individuals and ensure your facilities are ADA compliant.

Alertus LED marquees are configured and activated through the easy to use browser-based Alertus Activation Software, or through most major distributed recipient mass notification software.

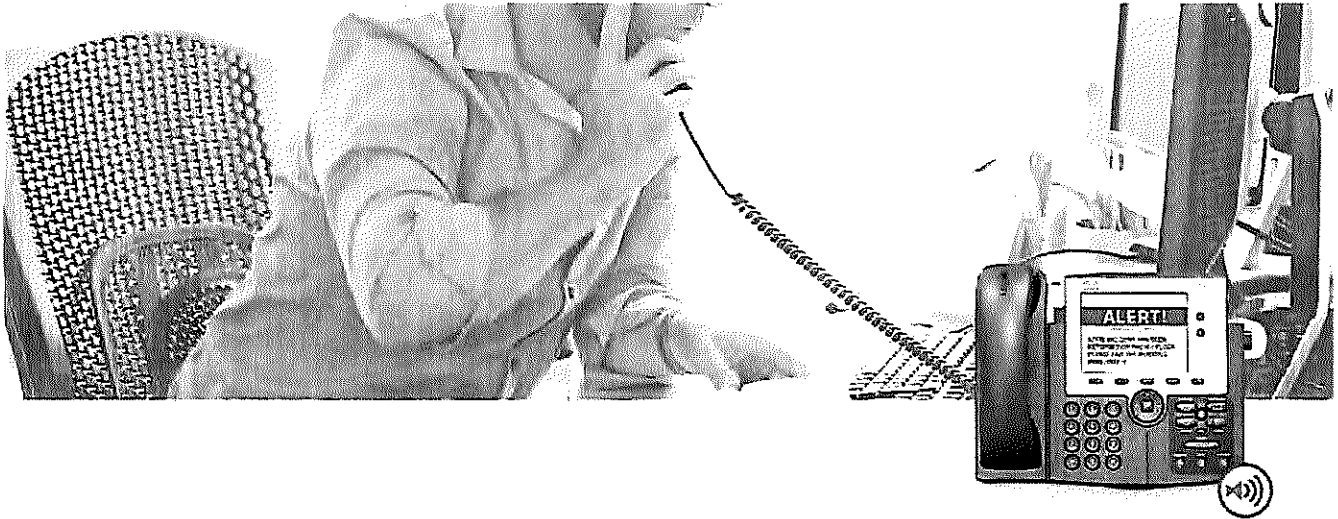
Features

- Notification Coverage: Multiple display modes, remotely selectable
- Customizable: Select from background color palate to distinguish emergency alerts from announcements
- Multi-Purpose: Current time displayed when no alert or announcement is active, thus doubling as a synchronized clock
- Various Settings: Word wrapping and time/date formatting; auto-brightness sensor
- Remote Monitoring: Automatic email notification to appropriate staff if a sign is unresponsive
- Power Supply: Uses the same power source as the Alert Beacon and is energy efficient



VoIP Phone Notification

VoIP phone notification transforms office phones into a unified emergency communication system. It allows you to simultaneously activate audible and visual notifications on all or select VoIP phones and speakers. It works alongside Alertus Desktop Notification and other Alertus net-centric alerting endpoints to ensure consistent enterprise-wide notifications.



Features

- Notification coverage: designed for large area, high-occupancy facilities with multiple locations
- Integrated: Supports multiple IP phone brands and models, a variety of IP speakers, and available PA/GV Interface Module for legacy speaker systems
- Emergency Alerting: Send an emergency notification to all phones in a defined paging group. The alert will play a recorded message or an audio tone over the phone's speaker until canceled. Stationary or scrolling text will also display depending on the phone model. Interrupts any current phone calls
- Immediate: Quickly activate/cancel any Alertus or IP device by dialing a phone number and providing an optional passcode
- Secure: Leverage existing phone system security





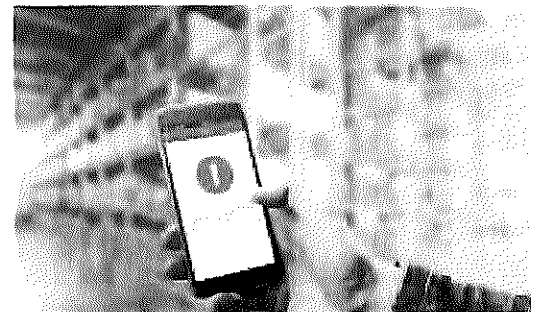
Mobile Phone App

Alertus Technologies offers mobile phone apps for enhanced personal notification between authorized dispatchers and end users via Android or iOS tablets or smartphones. Users can easily download and install the Recipient App from the iOS App Store or Google Play store

Features

Alertus Recipient App

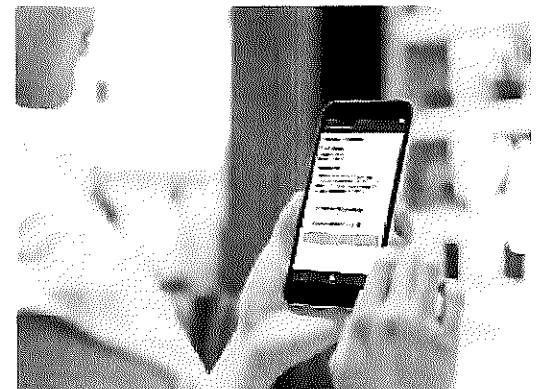
- **Geo-tagged Incident Reporting:** Users can report incidents with the user's current location, send a customized message in the message box, or select from multiple incident types with quick-action buttons via the panic button
- **Custom Branding:** Customize home screen and notification details so users easily identify notifications as an extension of the organization's safety resources
- **Public Safety Number:** List safety numbers so users can easily contact emergency personnel or services



Alertus Recipient App

Alertus Activator App

- **Integrated:** Fully integrated with the Alertus suite of emergency mass notification products. Designed to work with third-party vendors, allowing authorized Alertus App users to quickly send emergency notification alerts to personnel
- **Customizable Preset Alerts:** Alerts from the Activator App can be preset within the Alertus Server, and displayed text can be customized using the Alertus App interface
- **Auditing/Reporting:** Detailed real-time reports track who receives/acknowledges each message and the current status of each client
- **Notification Coverage:** Users with the Alertus Recipient App downloaded onto their mobile phones or tablets instantly receive emergency alerts when activated



Alertus Activator App



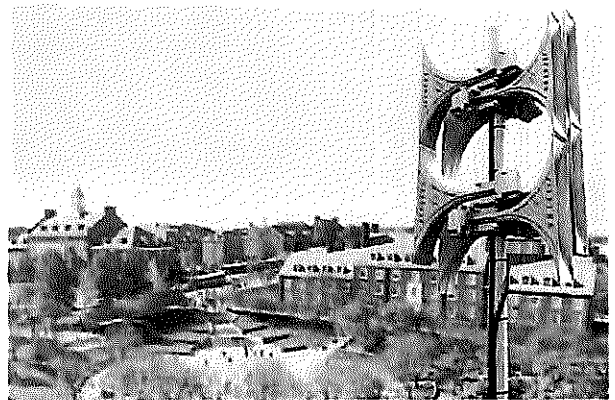
Speakers and Outdoor Notification

Alertus offers breakthrough text-to-speech technology embedded in a high power speaker array (HPSA). Alertus can override your existing outdoor HPSA or design a new system to cover your campus, base, or facility outdoor areas with siren tones and clear voice messages.

Alertus outdoor self-amplified high power speakers and low powered self-amplified speakers are also available should an HPSA not be suitable for your location.

Features

- **Innovative Text-to-Speech Technology:** Dynamic text-to-speech technology provides clearly announced emergency notifications that can easily be heard over siren systems
- **Cost Effective:** Users can easily upgrade their system as needed or leverage existing infrastructure
- **Secure:** Software is certified to be behind Department of Defense firewalls, making this system one of the safest and most secure options available
- **Reliable:** IP/wired solution offers a reliable solution that isn't limited by WiFi connectivity; system includes battery backup and is continually monitored
- **Modern Design:** Lightweight, aerodynamic design is easy to install and withstands wind gusts

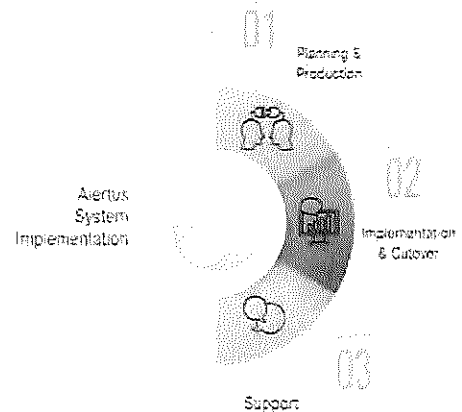


Work Plan

Alertus System Implementation

The following provides a high-level overview of the process Alertus Technologies undertakes on behalf of and in collaboration with the Alertus System Client. The implementation process involves three phases:

1. Planning and Production
2. Implementation and Cutover
3. Support



Process duration and completion time are dependent upon the project scope.

Phase I: Planning and Production

Phase I is the period when the Alertus System project is formally launched, a project plan is created, and resources are scheduled. The implementation manager coordinates Phase I activities with the customer and Alertus Client Services personnel to ensure the project scope is reviewed, and that all deliverables have been integrated into a comprehensive master project schedule that will be attached to the project plan. The project plan serves as the control document for deliverables for the implementation as well as other critical dates or milestones that are integral to the project.

Critical activities within Phase I include:

- Alertus System project scope review and issue resolution
- Project implementation and design review meeting
- Identifying and validating customer network settings required to advance the project to production ready
- Production review and project plan approval
- Establishing Alertus Customer Portal access
- Customer-specific firmware development and Alertus device assembly
- Alertus software and hardware delivery to customer



Phase II: Implementation and Cutover

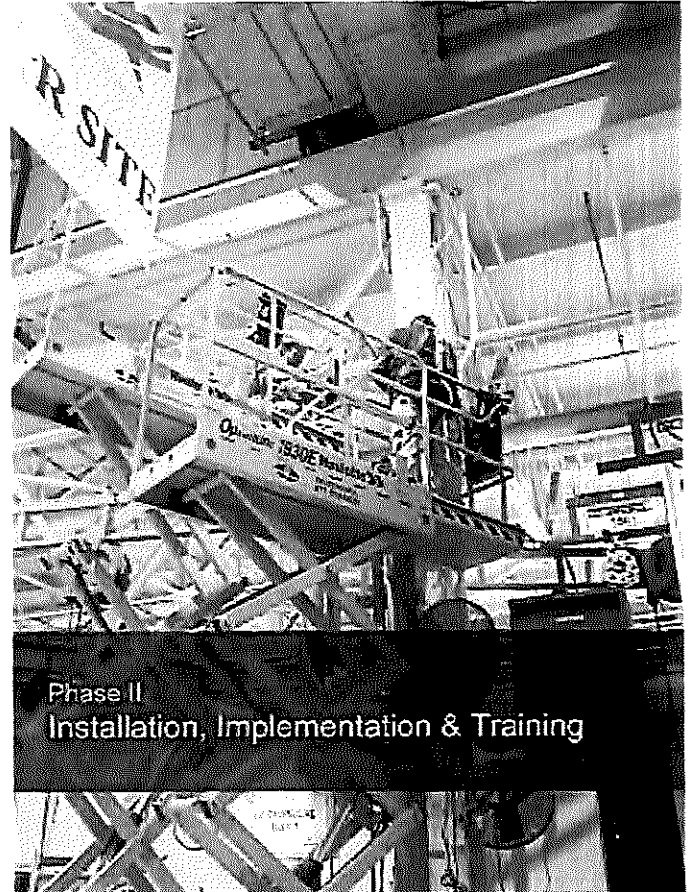
Phase II is the period in which system implementation and training take place. The implementation manager coordinates Phase II activities with the customer to ensure implementation and training are completed as part of the project plan and the master project schedule; these milestones and deliverables are documented and managed via the master project schedule. The cutover portion of Phase II defines any deliverables required in the implementation phase but not satisfied (e.g., VoIP implementation, the second of three Alertus Server builds, etc.). Once these issues are identified and agreed upon, the implementation manager will facilitate the completion of those items. Once all items have been completed, the project is documented as complete and cutover to Phase III.

Phase II can begin while aspects of the planning phase are being completed (e.g., Alertus device manufacture) and typically consist of the following critical activities:

- Physical/virtual server provisioning
- Installation of Alertus Server software, and Alertus Desktop Client software provisioning
- Alertus device installation and implementation
- System administrator and user training
- Facilitate integration implementation and testing
- Address unsatisfied deliverables

The implementation and cutover phase ends when:

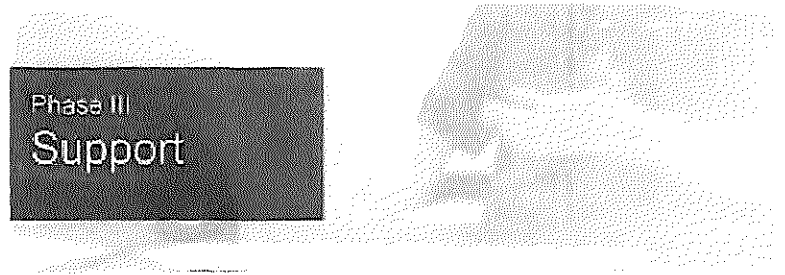
- Implementation is complete
- Training has been completed to the degree agreed upon during the project planning process
- All unsatisfied deliverables have been addressed



Phase III: Support

Phase III begins immediately after installation and implementation of the Alertus Server and any Alertus endpoints (i.e., Alertus Desktop Client, Alert Beacons, and other Alertus devices) and is not necessarily dependent upon completion of the implementation and cutover phase. The purpose of Phase III is to ensure immediate technical support to the customer.

Additional training, consultation, or other services purchased, but not accomplished during the implementation and cutover phase, will be addressed in this phase. Alertus will provide technical support to address system problems, issues, and/or Alertus System use questions.



Training

Alertus System training is provided by Alertus via webinar, at the customer's location(s), or Alertus' main offices in Beltsville, Maryland. Training provided on the customer's premise or in the Alertus training room in Beltsville, MD is provided at additional cost based upon the number of trainees and days requested. Initial training is tailored to system administrator and system user functions. Webinar training sessions are provided at no additional cost to the client and are typically limited to two system administrator and two system user sessions. Training consists of a lecture, a demonstration, and may include hands-on performance verification if conducted in a suitable training environment. Alertus offers distributed learning via web-training events using GoToMeeting, Join.Me, and/or pre-recorded training. These media have proven valuable in providing initial and refresher training, function-specific training, and discussing new features and functions of the system as they become available.

Tab 6 - References:

Arlington Independent School District

Chris Gent - Security Specialist - Patrol Commander

Arlington, Texas

(682) 867-7879

Years Serviced: 2

Services and Products Utilized: Desktop Notification System, Alert Beacons, LED Marquees, and USB Panic Buttons

Annual Volume: Provided upon request

Alvarado Independent School District

Andrew McAfee - Assistant Technology Director

Alvarado, Texas

(817) 783-6851

Years Serviced: 7

Services and Products Utilized: Desktop Notification System

Annual Volume: Provided upon request

Tarrant County College District

Kirk Driver, CEM, TEM, MPA - Director of Safety and Emergency Management

Fort Worth, Texas

(817) 515-1290

Years Serviced: 3

Services and Products Utilized: Desktop Notification System and Alert Beacons

Annual Volume: Provided upon request

Western Texas College

Lanny Mcaden - Director of Safety and Security

Snyder, Texas

(325) 574-7905

Years Serviced: 3

Services and Products Utilized: Desktop Notification System and Alert Beacons

Annual Volume: Provided upon request

Texas School for the Deaf

Suzanne Kilpatrick - Risk/Security Manager

Austin, Texas

(512) 462-5642

Years Serviced: 5

Services and Products Utilized: Desktop Notification System, Alert Beacons, LED Marquees, Hardwired Panic Button

Annual Volume: Provided upon request



University of Texas - Austin

Jonathan Robb - Assistant Director of Emergency Preparedness

Austin, Texas

(512) 232-2114

Years Served: 2.5

Services and Products Utilized: Desktop Notification System

Annual Volume: Provided upon request

City of La Porte, Texas

Kristin Gauthier - Emergency Management Specialist

La Porte, Texas

(281) 470-0011

Years Served: 10

Services and Products Utilized: Desktop Notification System, Alert Beacons, Hardwired Panic Button, USB Panic Button

Annual Volume: Provided upon request

City of Pasadena, Texas

Frank Bengochea - Emergency Manager

Pasadena, Texas

(713) 475-5599

Years Served: 3

Services and Products Utilized: Desktop Notification System and Alert Beacons

Annual Volume: Provided upon request

Greater Baytown-Chambers County LEPC

Ryan Holzaepfel - Communications Committee

Baytown, Texas

(281) 422-1193

Years Served: 3

Services and Products Utilized: Desktop Notification System and Alert Beacons

Annual Volume: Provided upon request

Dallas County, Texas

Doug Bass - Chief of Emergency Services

Dallas, Texas

(214) 653-6952

Years Served: 2.5

Services and Products Utilized: Desktop Notification System

Annual Volume: Provided upon request



UMC Health System

Trish Avalos - Telecom Manager/IT Infrastructure

Lubbock, Texas

(806) 775-9008

Years Serviced: 1

Services and Products Utilized: Desktop Notification System

Annual Volume: Provided upon request

Tab 7 - Pricing*

All pricing includes NCPA FEE

Software:

K-12:

Licensing (one time fee):

Product Name/ Code	Description	QTY	Unit Price	Year 1	Year 2	Year 3	Year 4	Year 5
Alertus Notification System - Large/ ANS-L Number of Schools in each District: 26-40	Perpetual enterprise-wide license of Alertus Server Software and Activation Console (GUI) for alert origination. Includes setup and configuration. This is a one-time fee.	1	\$7,200	\$7,200	\$0	\$0	\$0	\$0
Alertus Notification System - Midsize/ ANS-M Number of Schools in each District: 11-25	Perpetual enterprise-wide license of Alertus Server Software and Activation Console (GUI) for alert origination. Includes setup and configuration. This is a one-time fee.	1	\$4,950	\$4,950	\$0	\$0	\$0	\$0
Alertus Notification System - Small/ ANS-S Number of Schools in each District: 1-10	Perpetual enterprise-wide license of Alertus Server Software and Activation Console (GUI) for alert origination. Includes setup and configuration. This is a one-time fee.	1	\$2,470	\$2,470	\$0	\$0	\$0	\$0

Please note, this pricing is for individual K-12 schools. If to be purchased for every school district together, bulk pricing will be made available.

Service and Support (required for hardware):

Product Name/ Code	Description	QTY	Unit Price	Year 1	Year 2	Year 3	Year 4	Year 5
Enhanced Notification Service & Support - Large/ ENS-L Number of Schools in each District: 26-40	Alertus ENS Solution Suite includes the following: Desktop Notification, Digital Signage Override, Mobile Apps (Activator, Recipient, Geo-tagged Incident Reporting), Desktop Panic Button, ThreatWatcher, Active Directory, LDAP Targeting, Role-Based User Access, Map-Based Targeting, Outbound Activation of 3rd Party Personal Recipient Systems, Inbound Activation, Live Technical Support & Training.	1	\$14,950	\$14,950	\$14,950	\$14,950	\$14,950	\$14,950
Enhanced Notification Service & Support - Medium/ ENS-M Number of Schools in each District: 11-25	Alertus ENS Solution Suite includes the following: Desktop Notification, Digital Signage Override, Mobile Apps (Activator, Recipient, Geo-tagged Incident Reporting), Desktop Panic Button, ThreatWatcher, Active Directory, LDAP Targeting, Role-Based User Access, Map-Based Targeting, Outbound Activation of 3rd Party Personal Recipient Systems, Inbound Activation, Live Technical Support & Training.	1	\$9,950	\$9,950	\$9,950	\$9,950	\$9,950	\$9,950
Enhanced Notification Service & Support - Small/ ENS-S Number of Schools in each District: 1-10	Alertus ENS Solution Suite includes the following: Desktop Notification, Digital Signage Override, Mobile Apps (Activator, Recipient, Geo-tagged Incident Reporting), Desktop Panic Button, ThreatWatcher, Active Directory, LDAP Targeting, Role-Based User Access, Map-Based Targeting, Outbound Activation of 3rd Party Personal Recipient Systems, Inbound Activation, Live Technical Support & Training.	1	\$4,950	\$4,950	\$4,950	\$4,950	\$4,950	\$4,950

Please note, this pricing is for individual K-12 schools. If to be purchased for every school district together, bulk pricing will be made available. The first 3 years can be combined into one contract if needed.

Higher Education:

Licensing (one time fee):

Product Name/ Code	Description	QTY	Unit Price	Year 1	Year 2	Year 3	Year 4	Year 5
Alertus Notification System - Large/ ANS-L Number of Students enrolled: 10k-20k	Perpetual enterprise-wide license of Alertus Server Software and Activation Console (GUI) for alert origination. Includes setup and configuration. This is a one- time fee.	1	\$7,200	\$7,200	\$0	\$0	\$0	\$0
Alertus Notification System - Midsize/ ANS-M Number of Students enrolled: 5k-10k	Perpetual enterprise-wide license of Alertus Server Software and Activation Console (GUI) for alert origination. Includes setup and configuration. This is a one-time fee.	1	\$4,950	\$4,950	\$0	\$0	\$0	\$0
Alertus Notification System - Small/ ANS-S Number of Students enrolled: >5k	Perpetual enterprise-wide license of Alertus Server Software and Activation Console (GUI) for alert origination. Includes setup and configuration. This is a one-time fee.	1	\$2,470	\$2,470	\$0	\$0	\$0	\$0

Please note, this pricing is for individual Higher Education Institutions. If the Institution has more than 20k students, custom pricing is available.

Service and Support (required for hardware):

Product Name/ Code	Description	QTY	Unit Price	Year 1	Year 2	Year 3	Year 4	Year 5
Enhanced Notification Service & Support - Large/ ENS-L Number of Students enrolled: 10k-20k	Alertus ENS Solution Suite includes the following: Desktop Notification, Digital Signage Override, Mobile Apps (Activator, Recipient, Geo-tagged Incident Reporting), Desktop Panic Button, ThreatWatcher, Active Directory, LDAP Targeting, Role-Based User Access, Map-Based Targeting, Outbound Activation of 3rd Party Personal Recipient Systems, Inbound Activation, Live Technical Support & Training.	1	\$14,950	\$14,950	\$14,950	\$14,950	\$14,950	\$14,950
Enhanced Notification Service & Support - Medium/ ENS-M Number of Students enrolled: 5k-10k	Alertus ENS Solution Suite includes the following: Desktop Notification, Digital Signage Override, Mobile Apps (Activator, Recipient, Geo-tagged Incident Reporting), Desktop Panic Button, ThreatWatcher, Active Directory, LDAP Targeting, Role-Based User Access, Map-Based Targeting, Outbound Activation of 3rd Party Personal Recipient Systems, Inbound Activation, Live Technical Support & Training.	1	\$9,950	\$9,950	\$9,950	\$9,950	\$9,950	\$9,950
Enhanced Notification Service & Support - Small/ ENS-S Number of Students enrolled: >5k	Alertus ENS Solution Suite includes the following: Desktop Notification, Digital Signage Override, Mobile Apps (Activator, Recipient, Geo-tagged Incident Reporting), Desktop Panic Button, ThreatWatcher, Active Directory, LDAP Targeting, Role-Based User Access, Map-Based Targeting, Outbound Activation of 3rd Party Personal Recipient Systems, Inbound Activation, Live Technical Support & Training.	1	\$4,950	\$4,950	\$4,950	\$4,950	\$4,950	\$4,950

Please note, this pricing is for individual Higher Education Institutions. If the Institution has more than 20k students, custom pricing is available. The first 3 years can be combined into one contract if needed.



Government (City, County, State and Federal):

For this sector, pricing is customized for both licensing and annual service and support fees based on need.

Healthcare:

For this sector, pricing is customized for both licensing and annual service and support fees based on need.

Hardware:

Licensing and Service & Support is required for hardware. The physical hardware is only a one time cost.

Product Name/ Code	Description	QTY	Unit Price
Alert Beacon Ethernet/PoE AAB-E	Includes wall mount brackets. Rechargeable batteries or power supply sold separately.	1	\$785
Text-To-Speech PA/Fire Evac/Giant Voice Interface ECS-P	Text-to-Speech module for connecting to PA/Speakers, Fire Alarm Evac, and Outdoor Giant Voice Speaker Arrays. Includes 1 AAB-E Alert Beacon.	1	\$3,950
LED Marquee Indoor Display for Alert Beacon AAB-M	Connects to Alert Beacon for enhanced text display	1	\$938
Emergency Panic Button - Hardwired (Custom) AAB-N-C	Panic Button for use with Alert Beacon with custom color and/or lettering.	1	\$185
Emergency Panic Button - USB Connected ECS-B	Can connect to computers for sending discreet alerts	1	\$210
VoIP Notification MNS-V	VoIP Phone Notification licensed per phone (1,000 phone minimum)	1	\$3,400
Voip Notification Support & Maintenance VP-SM	Yearly re-occurring fee to provide support and maintenance on the VoIP integration.	1	\$5 annual fee
Implementation Services PRO-IMP	Additional 4-hour block of managed implementation services to support Alertus System deployment, integration, and implementation activities. On-site services are not included.	1	\$500
High Power Speaker Array HPSA	Speaker watt ranges from 100 watts to 2,400 watts	Customi zable	Customizable

Warranty for hardware is 1 year from when the product is received



Sample Quote for Higher Education

School: XYZ University

Total Number of Students: 7,500

Request for a three-year initial contract with the option to be annually renewed for the next two years with various hardware.

Years 1 - 3

Product Name/ Code	Description	QTY	Unit Price	Total Price
Alertus Notification System - Midsize/ ANS-M Number of Students enrolled: 5k-10k	Perpetual enterprise-wide license of Alertus Server Software and Activation Console (GUI) for alert origination. Includes setup and configuration. This is a one time fee.	1	\$4,950	\$4,950
Enhanced Notification Service & Support - Medium/ ENS-M Number of Students enrolled: 5k-10k	Alertus ENS Solution Suite includes the following: Desktop Notification, Digital Signage Override, Mobile Apps (Activator, Recipient, Geo-tagged Incident Reporting), Desktop Panic Button, ThreatWatcher, Active Directory, LDAP Targeting, Role-Based User Access, Map-Based Targeting, Outbound Activation of 3rd-Party Personal Recipient Systems, Inbound Activation, Live Technical Support & Training.	3* Indicates 3 years	\$9,950	\$29,850
Alert Beacon Ethernet/PoE AAB-E	Includes wall mount brackets. Rechargeable batteries or power supply sold separately.	15	\$785	\$11,775
Emergency Panic Button - Hardwired (Custom) AAB-N-C	Panic Button for use with Alert Beacon with custom color and/or lettering.	4	\$185	\$740
LED Marquee Indoor Display for Alert Beacon AAB-M	Connects to Alert Beacon for enhanced text display	7	\$938	\$6,566
			*Total Price:	\$53,881

*Shipping not included in Sample Quote

Year 4 (optional)

Product Name/ Code	Description	QTY	Unit Price	Total Price
Enhanced Notification Service & Support - Medium/ ENS-M Number of Students enrolled: 5k-10k	Alertus ENS Solution Suite includes the following: Desktop Notification, Digital Signage Override, Mobile Apps (Activator, Recipient, Geo-tagged Incident Reporting), Desktop Panic Button, ThreatWatcher, Active Directory, LDAP Targeting, Role-Based User Access, Map-Based Targeting, Outbound Activation of 3rd Party Personal Recipient Systems, Inbound Activation, Live Technical Support & Training.	1	\$9,950	\$9,950
			Total Price:	\$9,950

Year 5 (optional)

Product Name/ Code	Description	QTY	Unit Price	Total Price
Enhanced Notification Service & Support - Medium/ ENS-M Number of Students enrolled: 5k-10k	Alertus ENS Solution Suite includes the following: Desktop Notification, Digital Signage Override, Mobile Apps (Activator, Recipient, Geo-tagged Incident Reporting), Desktop Panic Button, ThreatWatcher, Active Directory, LDAP Targeting, Role-Based User Access, Map-Based Targeting, Outbound Activation of 3rd Party Personal Recipient Systems, Inbound Activation, Live Technical Support & Training.	1	\$9,950	\$9,950
			Total Price:	\$9,950

Tab 8 - Value Added Products and Services

Alertus would like to make Education Service Center Region 14 aware of our Desktop Donation Initiative. The Alertus Desktop Donation Initiative was launched by the founders of Alertus Technologies as a philanthropy effort to assist educational institutions hit hard with depressed budgets. To date, the initiative has benefited hundreds of institutions. The donation provides an enterprise-wide perpetual license of Alertus Desktop Notification.

What has continued to set Alertus apart is that we offer the only turn-key emergency communications system available that allows for maximum flexibility by a university and assures compliance with various regulatory requirements like the Higher Education Opportunity Act of 2008. Our solution allows our customers an efficient, cost-effective integration while utilizing the existing systems on campus.

Most customers find us to be the key to their easy button solution, allowing for timely emergency information/communications to be sent across a number of different pathways in as little as 20–60 seconds. In addition, we help protect against costly system upgrades with our CAP-compliant system.

Alertus is the trusted notification solution in critical infrastructure for the United States Senate and the United States House of Representatives. FEMA has also engaged Alertus in its project aimed at creating the nation's next generation Integrated Public Alert and Warning System (IPAWS) and often highlights the technology at major international conferences such as the International Association of Emergency Managers. Alertus has become globally recognized for its reliability, interoperability, unique patented technologies, and overall affordability and added value.

Alertus would welcome the opportunity to provide a system presentation to demonstrate the user interface, breakthrough text-to-speech intelligibility, seamless integrated capabilities, and other advanced alerting capabilities.

Tab 9 - Required Documents

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor

Alertus Technologies, LLC

Print Name

Patrick Niles

Address

11720 Beltsville Drive, 9th Floor

City, State, Zip

Beltsville, MD 20705

Authorized signature



Date

3/14/2019

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

3/14/2019

Antitrust Certification Statements (Tex. Government Code § 2155.005)


I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	<u>Alertus Technologies, LLC</u>
Address	<u>11720 Beltsville Drive, 9th Floor</u>
City/State/Zip	<u>Beltsville, MD 20705</u>
Telephone No.	<u>(202) 688-2055</u>
Fax No.	<u>(866) 496-4985</u>
Email address	<u>pnils@alertus.com</u>
Printed name	<u>Patrick Niles</u>
Position with company	<u>Regional Account Manager</u>
Authorized signature	<u></u>

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. 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 (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>



Attachment "B"
Contractor's Quote to the County



ALERTUS®

Prepared By Amanda Sassano
 Email asassano@alertus.com
 Created Date 1/10/2020
 Expiration Date 9/30/2019
 Quote Number 00129779

Bill To Name Okaloosa County
 Bill To 120 LOWERY PL SE
 FORT WALTON BEACH, FL 32548
 USA

Ship To Name Okaloosa County

Product Code	Product	Product Description	Quantity	Sales Price	Total Price
MNS-HPSA1200	High Power Speaker Array - 1200 Watts	Includes a quantity of 8 150 watt aluminum Speakers, 8 audio drivers, 100 feet of speaker cable, electronics cabinet, controller board, 4 audio amplifiers, AC and DC power breakers, battery charger and Local Operation Control with microphone. Batteries to be purchased by customer.	7.00	\$12,400.00	\$83,328.00
MNS-HPSA600	High Power Speaker Array - 600 Watts	Includes a quantity of 4 150 Watt Speakers, 100 feet of speaker cable, electronics cabinet, controller board, audio amplifier, battery charger and Local Operation Control with microphone. Batteries to be purchased by customer.	35.00	\$10,400.00	\$349,440.00
MNS-RTU	MNS Remote Terminal Unit	Remote terminal unit with radio interface. Provides relay closures capable of activating strobes, closing / opening gates, traffic light control and any device with a relay input. 12 volt battery and Radio not included.	38.00	\$6,636.00	\$242,081.28
MNS-Enc	MNS - Encoder	Encoder with CCU and OCP. local microphone. 12 volt 7Ahr battery not included. If customer does not own a frequency the radios can communicate over an additional fee will apply for Alertus to process the FCC request.	41.00	\$5,709.00	\$224,706.24
MNS-U/V MA	MNS - Radio UHF/VHF Motorola analog	VHF or UHF Motorola analog Radio	121.00	\$576.00	\$69,696.00
MNS-AntUHFVHF	MNS Antenna UHF/VHF	Omni directional, fiber glass antenna , VHF or UHF, 3dB gain	121.00	\$371.50	\$44,951.50
MNS-Coax	Coaxial Cable	50 feet of coaxial cable. Used between the UHF / VHF antenna and radio. Includes two N type connectors and crimping tool.	121.00	\$125.00	\$15,125.00
MNS-BATT12V75A	HPSA Battery 12V75A	12 VOLT 75 AMP HOUR BATTERIES FOR HPSA300 TO 1200 WATT. 2 Batteries are need for each HPSA.	84.00	\$227.00	\$19,068.00
MNS-HPSA CM	HPSA Custom Mount	Custom mounting to roof.	42.00	\$980.00	\$39,513.60
MNS-PE	Project Engineering	Project Engineering. Per day. Does not include T and L.	38.00	\$850.00	\$31,008.00
MNS-HPSA-QC	HPSA Q.C. Inspection & Startup	Inspection, Startup, Maintenance Training. Does not include T and L.	43.00	\$987.00	\$40,743.36
MNS-TL	Travel and Accommodations	Travel and Living. Includes flight, rental car, food and lodging. Additional costs may apply if a specialized vehicle is	8.00	\$2,800.00	\$22,400.00



ALERTUS®

	for HPSA	required.			
MNS-BATT12V22A	HPSA Battery 12V22A		38.00	\$79.97	\$3,038.86
MNS-Install 300 to 2400	MNS Install HPSA 300-2400	Installation of one HPSA. Limits power run to 50', CAT5 data cable to 50' and speaker wire to 100'.	38.00	\$9,000.00	\$328,320.00
MNS-LightningSurgePro	Electronics Cabinet Surge Protection	Inline surge protection for two speakers, includes NEMA weather light box, 4 wire connectors and surge suppression circuitry. Unit is wired directly to ground	98.00	\$987.00	\$0.00

Subtotal	\$1,665,943.36
Total Price	\$1,513,419.84
Shipping and Handling	\$49,500.00
Grand Total	\$1,562,919.84
	US Dollars (USD)

Additional Notes

Summary of Work:

The Alertus Technologies Implementation Team will aid you in software installation and configuration of the Alertus System. Implementation service is provided for four months after the submission of a signed contract or PO. The Alertus Implementation Team will reach out periodically for scheduling, it is up to the customer to assure that implementation is scheduled and initiated prior to the end of the included four (4) month implementation period.

After the four (4) month implementation period has passed, a charge for implementation services based on the size of the order can be assessed.

Implementation consists of four (4), one (1) hour blocks of implementation time from our staff. Those blocks are usually parsed out as one (1) hour kickoff call, two (2) hour technical/configuration calls, and one (1) hour training session. If more than four (4) hours is required, implementation time can be purchased in blocks of four(4) hours.

What is Included:

- *All hardware and software licenses detailed in the accompanying quote.
- *24/7 Alertus System expert and developer support (with the purchase of ENS).
- *Access to customer portal, including all documentation and questions forum.
- *Unsupported bi-annual Server software upgrades.

What is Excluded:

- *Microsoft Windows Server, or virtual machine (VM) Ware, to install the Alertus Server Software.
- Desktops to install the Alertus Desktop Client Software.
- *Installation services, unless specifically detailed in the P.O.
- *Interconnections (Alertus does not supply wires with its orders because this system is modular, and we feel that any size wire would limit the flexibility to the customer; this includes power supply wires).
- *Batteries, or power supplies, for the Alertus equipment unless specifically outlined in the P.O.

Terms & Conditions

1 Product and Service. Buyer agrees to pay the total amount in the above quotation/selected price plan or accompanying purchase order upon execution of this agreement, and in exchange, Alertus agrees to provide the deliverables. Alertus usually delivers orders for product and services in the sequence purchase orders are received. Alertus will not be liable for late delivery of product or service.

2 Order Policy. Orders for product or service must be in writing, and are not binding until accepted by Alertus in writing. Alertus may reject any order in its sole discretion. Acceptance of any order by Alertus is expressly limited to and made conditional upon the Terms and Conditions in the contract.

3 Taxes. Buyer agrees to inform Alertus if it does not hold sales tax exemption certificate. Buyer agrees to identify and remit all sales or

9 Transferability; Resale. Buyer agrees not to distribute, transfer, resell, or transmit any Alertus products, software, technical information, or business plan/strategic information to any third party without express written permission from Alertus. Buyer agrees not to commercially compete with Alertus or facilitate another party's ability to commercially compete with Alertus.

10 Limitation of Liability. IN NO EVENT WILL ALERTUS BE LIABLE TO BUYER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE FOR THE COST OF SUBSTITUTE GOODS OR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THE GOODS OR SERVICE, EVEN IF ALERTUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY DISCLAIMER OF WARRANTY OR LIMITATION OF REMEDY IS HELD UNLAWFUL OR



use taxes directly to collection authorities. Buyer agrees to pay any and all import tariffs and taxes.

4 Installation. If ordered at separate charge, Alertus will install product for Buyer. Alertus products and services operate in conjunction with Buyers communications services and equipment. Buyer is responsible for determining the suitability of the product purchased from Alertus both for use with Buyers communication services and equipment and for the intended application.

5 Software. Buyer agrees that title to any software or other copyrighted materials provided to Buyer does not pass to Buyer upon sale and remains with Alertus or its licensors. Buyer agrees to use any software or other copyrighted materials provided subject to and in compliance with copyright law and any applicable license provisions. Buyer may install the server software on one server only, unless otherwise authorized by Alertus. Buyer is permitted to grant access to the frontend graphical user interface to as many staff as designated to activate system. Buyer agrees not to add, modify, or erase firmware software embedded on Alertus hardware appliances at any time, except if expressly authorized by Alertus.

6 Shipment. Buyer agrees to inspect the any shipped product and notify Alertus in writing of any damage within thirty (30) days after receipt of product. If Buyer does not notify Alertus in writing within thirty days, neither Alertus nor the transport company will be liable to Buyer for any damages arising out of or related to the shipment of product.

7 Warranty. (a) Alertus warrants that product manufactured or services rendered by Alertus will be free from defects in material or workmanship for a standard one year after delivery to Buyer. Product defects caused by misuse, mishandling, abuse, neglect, willful physical damage, vandalism, or placement in contraindicated conditions or environments are excluded from this warranty. If notified of the defect within the warranty period, Alertus will repair or replace at its option defective product or service. Buyer must obtain authorization from Alertus prior to returning product to Alertus. Product returned to Alertus without authorization will not be accepted. (b) Product not manufactured by Alertus is covered only by the manufacturer's warranty accompanying product delivered.

8 Repair. Repair service after expiration of the warranty for product is available from Alertus. Product returned to Alertus must be sent shipment prepaid, and Buyer must obtain authorization prior to returning product. Alertus will repair product on a time and materials basis. Buyer agrees to pay for the return cost of shipping repaired product to Buyer.

Accepted by "Buyer":

Signature:

Name: Robert A. "Trey" Goodwin, III

Accepted by Alertus Technologies, LLC

Signature:

Name: JASON A. VOLK



INAPPLICABLE, OR TO HAVE FAILED ITS ESSENTIAL PURPOSE, LIABILITY WILL BE LIMITED TO THE AMOUNT PAID BY BUYER FOR THE SPECIFIC GOODS OR SERVICE ON WHICH THE CLAIM IS BASED. UPON TAKING POSSESSION AT DELIVERY, BUYER ACCEPTS ALL LIABILITY THAT MAY ARISE FROM BUYERS USE OR MISUSE OF ALERTUS PRODUCTS AND SERVICES. IN NO EVENT WILL ALERTUS BE LIABLE FOR DAMAGE TO PERSON OR PROPERTY BECAUSE OF THE COMPLETE OR PARTIAL FAILURE OF ITS PRODUCT TO OPERATE.

11 Regulations. Buyer shall comply at its own expense with all applicable laws, ordinances, regulations, and codes. Buyer acknowledges and accepts full responsibility for complying with all laws and regulations when operating product, including those of the Federal Communications Commission.

12 Forum and Controlling Law. Buyer agrees that any claim or dispute against Alertus must be resolved in a court located in Maryland, and Buyer agrees to submit to the personal jurisdiction of such courts for the purpose of litigating any claim or dispute. Maryland law will govern litigation of any claim or dispute.

13 Nondisclosure. Information disclosed pursuant to this agreement shall be used solely for the purpose of implementing and operating the product. Buyer agrees to hold the information in confidence, to use the information only for the purpose of implementing and operating the product, and not to disclose the information to any third party without express written consent from Alertus to the extent permitted by public records laws.

14 General. No failure or delay in exercising any provision of this contract will be construed as a waiver or release of any contract right. The contract is binding upon the assigns, executors, administrators, and other legal representatives of the parties. No modification of this contract will be effective unless signed by the Chief Executive Officer of Alertus. Buyer is entering into this agreement without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This agreement Buyers purchase order constitutes the entire agreement between the parties. Buyer represents and warrants that the person signing this offer on Buyers behalf is authorized to bind Buyer in contract.

Date:

JAN 2 1 2020

Title: Chairman, Okaloosa County BCC

Date:

1-14-2020

Title:

CEO



Attachment "C"
Insurance Requirements

GENERAL SERVICES INSURANCE REQUIREMENTS – w/CYBER LIABILITY

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.



WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability



- 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

CYBER LIABILITY

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Cyber Liability	\$1,000,000 per claim

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware



of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the project name and number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be



damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.



Attachment "D"
Civil Rights Clauses

(This part of the page left blank intentionally)



Attachment "D"

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

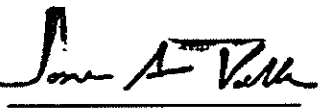


Attachment "E"
Scrutinized Contractors Certificate

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Alertus Technologies, LLC, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 12/16/2019 SIGNATURE: 
 COMPANY: Alertus Technologies, LLC NAME: Jason Volk
 ADDRESS: PO Box 1000 (Typed or Printed)
Beltsville MD 20704 TITLE: CEO
 E-MAIL: legal@alertus.com
 PHONE NO.: 202-253-7887



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRIFF INSURANCE SERVICES INC/PHS 22273438 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78265	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext):		FAX (888) 443-6112 (A/C, No):
	E-MAIL ADDRESS:		
INSURED ALERTUS TECHNOLOGIES LLC PO BOX 600 BELTSVILLE MD 20704-0600		INSURER A: Trumbull Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC# 27120

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			22 WEC EI0884	01/22/2019	01/22/2020	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Those usual to the Insured's Operations.

CERTIFICATE HOLDER Okaloosa County 5479 Old Bethel Road Crestview FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan L. Castaneda</i>
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Joseph W. McCartin Insurance, Inc. 5000 Sunnyside Ave, Suite 200 Beltsville MD 20705		CONTACT NAME: Douglas McCartin PHONE (A/C No., Ext): 301-837-9401 E-MAIL ADDRESS: Doug@mccartin.com FAX (A/C No.): (301)937-5120	
INSURED Alertus Technologies 11720 Beltsville Drive Ste 900 Beltsville MD 20705		INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance Exchange INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

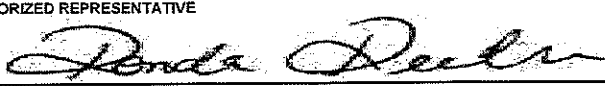
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	Q011430904	01/14/2019	01/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: Okaloosa County

 Waiver of subrogation included in favor of additional insured on the automobile liability.
 ABAZ10 06/11

CERTIFICATE HOLDER Okaloosa County 5479A Old Bethel Road Crestview FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ADDITIONAL INSURED ENDORSEMENT

DEFINITIONS

"**Additional Insured**" means the person or organization shown on the "**Declarations**" as an "ADDITIONAL INSURED."

OUR PROMISE

Under Liability Protection, "we" will pay all sums the "**Additional Insured**" legally must pay as damages arising out of the acts or omissions of:

1. the "**Named Insured**" or any "**relative**;"
2. any employee or agent of the "**Named Insured**;" or
3. any other person, except the "**Additional Insured**" or any employee or agent of the "**Additional Insured**"

using an "auto we insure" with the "**Named Insured's**" permission.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom "we" make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to "us." That person or organization must do everything necessary to secure our rights and must do nothing after "**accident**" or loss to impair them. "We" waive any right of recovery "we" may have against a person or organization identified as an "**Additional Insured**" in the "**Declarations**" because of payments "we" make for injury or damage arising out of the ownership, maintenance or use of a covered "auto" under a contract with that "**Additional Insured**."

SPECIAL CONDITIONS

1. If this policy is cancelled by "us," "we" will mail notice to the "**Additional Insured**" at least 30 days prior to the cancellation date. (*Maryland Exception: "We" will mail notice at least 30 days in advance of the effective date of cancellation for non-payment of premium. If this policy is cancelled by "us" for any other reason, "we" will mail notice at least 45 days in advance of the effective date of cancellation.*)
2. If this policy is cancelled by the "**Named Insured**," "we" will mail notice of cancellation to the "**Additional Insured**."
3. The "**Additional Insured**" will never be asked to pay a premium for this policy.
4. Protecting the "**Additional Insured**" under this policy shall not increase the limits of protection.

OTHER PROVISIONS

All other provisions of the policy apply.