

December 17, 2021

Region 4 Education Service Center ("ESC")
ATT: Crystal Wallace - Business Operations Specialist
7145 West Tidwell Road
Houston, Texas 77092

SUBJECT: ADT Commercial LLC. Response to RFP Solicitation Number 22-07

Dear Ms. Wallace

Thank You for the opportunity to allow ADT Commercial LLC (ADTC) to submit a response to the Region 4 solicitation **22-07 "Facility Technology Integration & Security System Services"**. Our team has read through the solicitation and responded to all the sections listed below.

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ADT Commercial LLC is excited to share our passion for Facility Technology Integration & Security Systems Services with REGION 4 and its membership. We look forward to the opportunity to service as a valued partner and help your region achieve its goals now and into the future.



Scott Wulforst
Director, State Local Government Programs
ADT Commercial LLC

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REGION 4 ESC/OMNIA PARTNERS

Solicitation Number: 22-07

Facility Technology Integration & Security System Services



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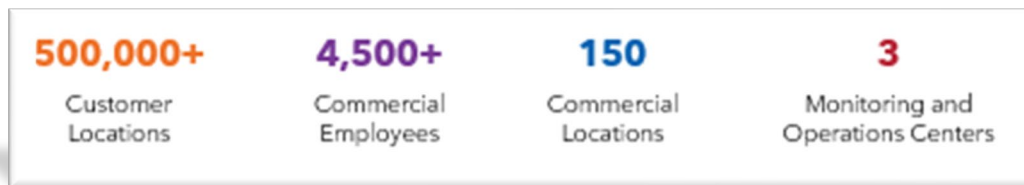
Executive Summary / Response to scope

Powered by Experience. Driven by Excellence.

ADT Commercial LLC is no stranger to servicing the state, local, and education markets. Our company has a long history dating back over 145+ years and is built on our commitment to customer service excellence. Founded in 1874 and headquartered in Boca Raton Florida ADT Commercial is one of the largest commercial systems integrators in the world specializing in **Security, fire, life safety, and risk consulting**. Our legacy is rooted in core commitments and founded on decades of experience serving our State, Local, Education, and Commercial clients, and has never departed from those commitments.

It is ADT Commercial's pleasure to submit a response to Region 4 and OMNIA partner's solicitation 22-07 Facility Technology Integration & Security Systems Services. Our commercial organization was formed to focus on the disciplines required to help meet the complex needs of our government commercial clientele both local and nationally. Our state and local government teams help to ensure consistent delivery to all agency members. As a single-source provider for security, life safety, and risk consulting solutions, we can help our customers meet all their safety needs.

Our team of professionals, service and watch over our public sector agencies large and small, across all 50 states. This team of over 4500+ employees protects the lives and property of over 500,000 customers nationally. Utilizing our 3 Monitoring and operations centers and over 150 locations.



Powered by Experience - Our local leaders aim to achieve customer goals and develop a strong, long-lasting partnership based on that success through every project and customer interaction. Only trained and qualified technicians are dispatched to service the systems at our customer sites. We have thousands of our technicians with an average tenure of over 11 years to help deliver an exceptional service experience.

Many large security companies employ and contract with outside dealers to represent their interests, ADT Commercial hires our own security sales consultants, technicians, and operational employees to interact with our valued customers. We are a national company with highly trained **local professionals** who provide innovative security products and services, expert installation, and unparalleled customer service.

Driven by Excellence - Your security needs and challenges are our top priority and providing a holistic approach to address them is our mission. You'll benefit from our commercial focus, in-depth industry knowledge, and capabilities that encompass your market and environment. We've grown our commercial technical competency to serve customers in a unique way—with the scale and expertise to help meet our customers' needs throughout the U.S. and local territories. Our commercial teams have a single-minded focus on our commercial customers— Many of them have dedicated their careers to the security, fire, and life safety industries.



Our employees and their motivation set us apart. We relentlessly focus on the customer experience—delivering what our customers want, when they want it—and keeping our promises.

With deep industry experience comes knowledge on how crucial a solicitation like 22-07 Facility Technology Integration & Security Systems Services can be to Region 4 and its supported agencies. The importance of providing agency members access to vendors such as ADT, that offer dedicated resources and are committed to providing safety and security to students and faculty in their direct care.

Our mission is to protect your students, staff, and institutions, not only with advanced technology but also with our skilled professionals who understand the investments at stake. We're passionate about delivering excellent customer service and doing what we say we'll do—when we say we'll do it.

OUR GUIDING PRINCIPLES – These guiding principles are the foundation of ADT Commercial. They drive our success as we strive to deliver customer service excellence at every point of interaction, we're focused on continuing to grow

	<p>Customers are Our True North We know that our reputation is based on how we serve our customers.</p>		<p>Our People are the Difference We strive to be the best technically-trained team in the business.</p>
	<p>Dedicated to Commercial We are 100% focused on our commercial customers.</p>		<p>One Ideal Partner We are the premier holistic solutions partner—a full-service national company with nimble local delivery teams.</p>

our team of experts, including our critical tech support agents, sales team members, project managers, and the most technically-trained technicians in the industry—and we've made incredible strides. Our teams are 100% focused on our customers in the state, local and education markets. We take a holistic approach to manage our customer's risks and help to ensure all solutions are working together.

Our Technology & Services Offerings - We are committed to delivering the latest in technology while providing our clients with customer service excellence. New technologies provide solutions that can help K-12 schools address their safety concerns, empowering schools to focus on keeping their students, staff, and communities safe. When it comes to the safety and security of schools, you need experts on the job. The ADT Commercial team of professionals brings an unmatched breadth of expertise and years of hands-on experience to every challenge.

Our Education Solutions

- Access Control
- Fire and Safety
- Monitoring
- Panic Button
- Intercom
- Intrusion Detection
- Video Surveillance
- Remote Guard Tours
- Cyber Security
- Emergency Responder Comms (ERCES)



- Mass Notification
- Fire Sprinkler
- Contact tracing
- Occupancy management
- Traffic flow analysis
- Real-time visitor management
- Access control solutions
- Modernizing fire safety
- Risk Assessment & Management
- Infrastructure as a service (IaaS)

We can help you create a comprehensive security plan, then install, test, inspect, monitor, service and teach your people how to use it. Whether you want to integrate with a legacy system, start from scratch or just add in a video system, we can help select and implement the latest advanced technologies that are just right for your school or district. One call to ADT Commercial will connect you with a team that can handle all your life safety, fire, and security needs. From customization assistance and installation to maintenance and monitoring, our experienced team is with you every step of the way with hands-on service and local knowledge.

Our Local Texas Team - One call to our ADT Commercial team in Texas, will connect you with over 700 professionals, that can handle all your life safety, fire, and security needs. From customization assistance and installation to maintenance and monitoring, our experienced team is with you every step of the way with hands-on service and local knowledge. We currently partner with over 2200 educational institutions in the State of Texas. Our customers make it our business to understand the unique workings of their facilities. We're big enough to handle the largest challenges with the very latest in technology but local so we can be right there when you need us! Region 4 and its membership can feel confident knowing that ADT Commercial is here 24/7 to support their security and life safety needs.



Security Innovations Lab – (Dallas, TX) - We're dedicated to innovation with a single focus in mind—you, our commercial customers. We're driven to address your needs better, streamline your security operations, prioritize the protection of your people and assets—all while keeping budgets in check. That's why we established our Innovation Lab in Dallas, TX. Our innovation partners, engineers, and project managers on-site every day at our Innovation Lab are specifically looking for revolutionary ways to help advance the commercial security industry and build that path forward through new technology. We're always taking chances, striving to be proactive, to innovate, and expand into emerging markets and technologies—all to continue to be that One Ideal Partner for you.

Our Community Involvement, Giving and Charity - ADT Commercial is committed to not only serving communities through quality security and life safety solutions but also to giving back to our local heroes and organizations through volunteerism and philanthropy. During the COVID-19 crisis, ADT Commercial teams across the country have shown unwavering dedication to our mission as one of the strongest, most compassionate, and nimble organizations in the industry. Our people and our broader organization have remained devoted to supporting their communities, despite the challenges posed by a tumultuous year. We have continued to innovate and invest in our communities during these challenging times, building momentum and moving forward to enact positive change within our people's lives, the security industry, and the world.

ADT Commercial partners with our clients and make it our business to understand the unique workings of yours. We're big enough to handle the largest challenges with the very latest in technology but local so we can be right there when you need us. Our teams are ready to support Region 4 and OMNIA Partners to tackle the unique challenges now and in the future.

Sincerely,

Scott Wulforst
 Senior Director, State Local Government
 ADT Commercial LLC
scottwulforst@adt.com
 775-287-8110



TAB 1

DRAFT CONTRACT AND OFFER AND CONTRACT SIGNATURE FORM (APPENDIX A)

Facility Technology Integration & Security System Services



Powered by Experience. Driven by Excellence.™

Tab 1 – Draft Contract and Offer and Contract Signature Form (Appendix A)

APPENDIX A

DRAFT CONTRACT

This Contract (“Contract”) is made as of _____, 202X by and between _____ (“Contractor”) and Region 4 Education Service Center (“Region 4 ESC”) for the purchase of _____ (“the products and services”).

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_____ for _____ (“RFP”), to which Contractor provided a response (“Proposal”); and

WHEREAS, Region 4 ESC selected Contractor’s Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”) may purchase products and services at prices indicated in the Contract upon the Public Agency’s registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC’s intent renew the Contract. Contractor may elect not to renew by providing ~~three hundred sixty five days (365)~~ **thirty (30) days notice** to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

The anticipated full term of the contract is five (5) years. The Contractor shall have the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Any tasks or project

agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region

4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. ~~Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.~~

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all **reasonable, direct, and documented** expenses incurred.
- d) 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 **and supply chain** disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; **pandemics**; landslides; **lightning**; 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

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acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC 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.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries **made within the continental US** shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. **Deliveries made to AK, HI, PR and other US territories shall be F.O.B Origin.**
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. **Unless negotiated otherwise in the Purchase order**, Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. ~~Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC.~~ It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.
- Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing. ~~at Contractor's sole cost and expense.~~ Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm ~~at Region 4 ESC's sole cost and expense.~~ In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

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material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses ~~arising out of or resulting from the actions of~~ **to the extent directly caused by the negligent acts or omissions of Contractor, its agents or employees, during and within the scope of their employment, in the preparation of the solicitation and the later execution of the Contract while on the Project Site.** Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name ADT Commercial LLC

Contact Person Scott Wulforst

Signature  _____

Date 12/7/2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



ADDENDUM TO PURCHASE MONITORING AND SERVICE AGREEMENT

Customer:		Date of Purchase Order/Agreement:	
Project Manager:		Project Name/PO No.:	

THIS ADDENDUM TO PURCHASE ORDER, INSTALLATION, OR SERVICE AGREEMENT is made and entered into, and is attached to and made a part of such Purchase Order/Agreement (the "Agreement") dated above between **ADT Commercial LLC** (hereinafter "ADTC") and the Customer identified above (Customer).

RECITALS

A. ADTC has been engaged by Customer to install, or service and/or maintain, the Project(s) certain access control, closed circuit television, surveillance, fire detection, intrusion detection and/or other security equipment (herein collectively referred to as the "System"), which is intended to, among other things, avert or detect intrusion, burglary, theft or fire events. In addition, ADTC may have been engaged by Customer to provide certain monitoring, maintenance, inspection, guard or other services in connection with the System (herein collectively referred to as the "Services").

B. The parties acknowledge that (i) the risk of loss, and the potential liability for such losses, exists before, and is independent of, the provision of Services to the Project, (ii) security systems do not create, nor do they increase, the risk or extent of such losses, (iii) ADTC does not and cannot control the situations or events that give rise to the occurrences (burglaries, fires, etc.) or the consequences thereof (property loss, personal injury, etc.) that the System or Services are intended to avert or detect, and (iv) because of the unique nature of the System and Services, the parties have agreed that ADTC's liability should be limited in accordance with the provisions of this Addendum.

AGREEMENTS

Accordingly, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Applicability.** This Addendum is intended to modify the Agreement as it pertains to the ADTC's Services on the above Project(s). The terms of this Addendum shall control over any conflicting or inconsistent provision of the Agreement or any other agreement between or among Customer and ADTC, and/or any third party with regard to the subject matter hereof.

2. **Monitoring Services.** If Customer has subscribed to Monitoring, Signal Receiving and Notification Services, ADTC shall program the security system to communicate with ADTC's monitoring facility ("Central Station"). When the Central Station receives an alarm signal from Customer's System (an "Alarm Event"), ADTC will make reasonable efforts, consistent with local laws and our response policies, to contact the appropriate local emergency response provider ("Emergency Response Provider" or "ERP"), and the first person designated on Customer's Monitoring Information Schedule. In the event a burglar alarm signal or fire signal registers at the Central Station, ADTC may, in our sole discretion, endeavor to contact the Premises by telephone to verify that the Alarm Event is not a false alarm. Some local governments may place conditions or restrictions on their dispatch of ERPs in response to an Alarm Event, and such conditions or restrictions may require that additional measures be taken to verify the Alarm Event before dispatch. ADTC does not guarantee that such additional measures will be successful or that Emergency Response Providers will be dispatched should an Alarm Event occur. In the event a supervisory signal or trouble signal registers at our Central Station, ADTC shall endeavor to notify the Premises or the first available person designated on Customer's Monitoring Information Schedule. ADTC may, without notice to Customer, in response to governmental or insurance requirements, or otherwise in our sole discretion, alter, amend or discontinue any of our policies and procedures for alarm response. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by us, or otherwise comply with such requirements. ADTC may charge an additional fee for such service.

In addition, ADTC is subject to various governmental regulations and industry standards designed to reduce false alarms. These regulations and standards may result in practices and procedures that delay the notification of authorities of alarm activations, including, without limitation, programmed delays in Customer's System's communication with our Central Station.

In the event Alarm Verification Service is being furnished, it is mutually understood and agreed that equipment is being installed which, as to certain locations in the Premises, will require the activation of two sensing devices, or a second activation of a single alarm sensor, or a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted. Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at the Premises.

Customer represents and warrants to ADTC that any vault to be protected by ADTC hereunder by sound or vibration detection systems

has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. Customer agrees to test any ultrasonic, microwave, capacitance or other electronic equipment designated on the Equipment page of this document or on Customer's separate Schedule of Protection prior to setting the alarm System for closed periods, according to procedures established from time to time by ADTC, and to notify ADTC promptly in the event that such equipment fails to respond to the test.

3. **ADTC Not an Insurer.** CUSTOMER AGREES THAT EXCEPT FOR THE LIMITED INDEMNITY PROVIDED IN PARAGRAPH 4(a) BELOW: (A) ADTC IS NOT AN INSURER OF CUSTOMER, PERSONS WORKING OR OTHERWISE PRESENT AT CUSTOMER'S PREMISES, OR OF CUSTOMER'S PREMISES OR ITS CONTENTS; (B) IT IS CUSTOMER'S RESPONSIBILITY TO OBTAIN ADEQUATE INSURANCE COVERING CUSTOMER, CUSTOMER'S PREMISES AND ITS CONTENTS, CUSTOMER'S EMPLOYEES, INVITEES AND OTHER AFFECTED PERSONS AND PROPERTY; (C) OUR CHARGES ARE BASED ON THE DEFERENCE AND OTHER VALUE OF THE EQUIPMENT AND SERVICES ADTC PROVIDES AND OUR LIMITED LIABILITY UNDER THIS CONTRACT, AND NOT ON THE VALUE OF CUSTOMER'S PREMISES OR ITS CONTENTS, OR THE LIKELIHOOD OR POTENTIAL EXTENT OR SEVERITY OF PERSONAL INJURY (INCLUDING DEATH) TO AFFECTED PERSONS; AND (D) THE SYSTEM AND SERVICES MAY NOT ALWAYS OPERATE AS INTENDED FOR VARIOUS REASONS, INCLUDING OUR NEGLIGENCE OR OTHER FAULT. ADTC CANNOT PREDICT THE POTENTIAL AMOUNT, EXTENT, OR SEVERITY OF ANY DAMAGES OR INJURIES THAT MAY BE INCURRED BY CUSTOMER AND OTHER PERSONS, WHICH COULD BE DUE TO THE FAILURE OF THE SYSTEM OR SERVICES TO WORK AS INTENDED. AS SUCH (I) CUSTOMER AGREES THAT THE LIMITS ON OUR LIABILITY, AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS CONTRACT, ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CUSTOMER, ADTC AND ANY AFFECTED THIRD PARTIES; (II) CUSTOMER WILL LOOK PRIMARILY TO CUSTOMER'S INSURER FOR FINANCIAL PROTECTION FROM SUCH RISKS AND LIABILITIES, AND (III) EXCEPT AS PROVIDED IN PARAGRAPH 6, CUSTOMER WAIVES ALL OTHER RIGHTS AND REMEDIES AGAINST ADTC THAT CUSTOMER MAY HAVE DUE TO ANY LOSSES OR INJURIES CUSTOMER OR OTHERS INCUR.

4. **ADTC Indemnification.** Notwithstanding any term or condition of the Agreement or other agreement between ADTC and Customer to the contrary:

(a) **In Connection with Work on the Project Site:** ADTC will only hold Customer, its officers, directors, agents and employees harmless from any and all losses, damages, injuries, liabilities or other expenses ("Losses") to the extent directly caused by the negligent acts or omissions of ADTC, its agents or employees, during and within the scope of their employment, while on the Project Site.

(b) **Other:** Notwithstanding the above, ADTC's obligations under paragraph 4(a) shall not apply to any Losses arising out of, resulting from or in any way due or attributable to the condition, non-function, malfunction, faulty design, or failure in any respect of the System or Services to operate or perform as intended (herein, "System Failure Events"), unless such System Failure Events are determined to be caused by, or arise out of, the sole or gross negligence, or intentional misconduct of ADTC, its agents or employees. ADTC's liability for System Failure Events is strictly limited pursuant to paragraphs 5 and 6 below.

5. **System Failure Events.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, THE CONTRACT DOCUMENTS, OR ANY OTHER AGREEMENT BETWEEN OR AMONG CUSTOMER, ADTC, OR ANY THIRD PARTY, NEITHER ADTC NOR ANY PERSON OR ENTITY AFFILIATED WITH ADTC SHALL BE LIABLE FOR ANY LOSSES ARISING DIRECTLY OR INDIRECTLY FROM ANY SYSTEM FAILURE EVENTS. IF ADTC OR ANY PERSON OR ENTITY AFFILIATED WITH ADTC IS DETERMINED TO BE LIABLE FOR ANY LOSSES DUE TO A SYSTEM FAILURE EVENT IN ANY RESPECT, THEIR LIABILITY SHALL BE STRICTLY LIMITED TO THE TOTAL AMOUNT PAID UNDER THE AGREEMENT, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY. THIS AMOUNT IS THE SOLE AND EXCLUSIVE REMEDY UNLESS THE LOSSES ARE DETERMINED TO BE CAUSED BY ADTC'S SOLE OR GROSS NEGLIGENCE (ACTIVE, PASSIVE OR OTHERWISE). This provision shall survive the termination of this Contract and Customer's Account, as well as voluntary payment in full by Customer, any legal proceedings by ADTC to collect a debt owed by Customer, any bankruptcy by Customer, or any sale by ADTC of Customer's Account.

6. **Additional Limitations on Liability.** IN NO EVENT SHALL ADTC NOR ANY PERSON OR ENTITY AFFILIATED WITH ADTC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECULATIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, WHETHER BY STATUTE,

IN TORT, AT COMMON LAW, BY STRICT LIABILITY OR IN CONTRACT. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST ADTC FOR FAILURE OF THE SYSTEM OR THE SERVICES IN ANY RESPECT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION. This provision shall survive the termination of this Contract and Customer's Account, as well as voluntary payment in full by Customer, any legal proceedings by ADTC to collect a debt owed by Customer, any bankruptcy by Customer, or any sale by ADTC of Customer's Account.

7. **Hazardous Materials.** In all cases except when the project involves new construction, Customer represents and warrants that to the best of Customer's knowledge, the Project Site is free of hazardous materials. As used herein, the term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material as classified by applicable state or federal law. If any such substance is discovered on the Project Site, ADTC will not be required to install or service the System unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer agrees to indemnify, defend, and hold ADTC, its officers, directors, and agents harmless from any damages, claims, injuries, liabilities or other expenses resulting from the exposure of ADTC's employees, contractors, or subcontractors to hazardous materials at the Project Site.

8. **Payment.** Nothing in the Agreement shall be construed as a waiver by ADTC of its rights to payment under applicable prompt payment statutes. Further, Customer shall not refuse payment of any retainage due and owing to ADTC without ADTC's written consent and, if such refusal is based on ADTC's performance of the work covered by the Agreement, then ADTC shall be entitled to reasonable notice of the basis for withholding any such retainage and a reasonable opportunity to cure any such defective work.

9. **Force Majeure.** ADTC shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods,

hurricanes, tropical storms, tornadoes, explosions and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, strikes, labor disputes or for any other cause beyond ADTC's reasonable control. ADTC shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure. The parties expressly agree that any delays or costs caused by or related to COVID-19, foreseeable or not, shall be considered a Force Majeure event for purposes of this Agreement.

10. **Continuing Effect.** Except to the extent modified by this Addendum, the terms and conditions of the Agreement shall remain in full force and effect in accordance with its terms. In the event that any provision of the Agreement, as amended by this Addendum, is found invalid or unenforceable pursuant to judicial decree, the remainder of the amended Agreement shall remain valid and enforceable according to its terms. Captions used herein are for convenience only and shall not be deemed a part of the Agreement or this Addendum or be used to construe any of the provisions thereof or hereof. The Agreement, together with this Addendum, and any other documents specifically incorporated by reference therein or herein, constitutes the entire understanding, agreement and contract between the parties hereto, and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. Neither party has relied upon any agreement, understanding, representation, warranty, nor covenant not expressly set forth in writing herein. The Agreement may be amended only by a written instrument duly executed by both parties and may not be amended orally or by course of performance. All such amendments or modifications of the Agreement shall be binding upon the parties despite any lack of consideration, so long as the same shall be in writing and executed by the parties hereto.

IN WITNESS WHEREOF, Customer and ADTC have caused this Addendum to be executed as of the date first written above.

ADT COMMERCIAL LLC

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, 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.

Company Name _ ADT Commercial LLC

Address _ 1501 Yamato Road

City/State/Zip _ Boca Raton, FL 33431

Telephone No. _ 775-287-8110

Email Address _ scottwulforst@ADT.com

Printed Name _ Scott Wulforst

Title _ Director, State Local Government Programs

Authorized signature  _____

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

A. Terms and Conditions Acceptance Form (Appendix B)

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
1 / 1 1	Term of Agreement	Change 365 days notice to 30 days notice	
11 / 3 1	Termination of Contract	Delete last sentence of item a)	
11 / 3 1	Termination of Contract	Change last sentence of item c)	
11 / 3 1	Termination of Contract	Change second paragraph of item d)	
14 / 4 1	Delivery	FOB Destination for CONUS deliveries only	
16 / 4 1	Payments	Add ability to negotiate payment terms	
17 / 4 1	Price Adjustments	Delete 30 day honoring of previous prices	
18 / 5 1	Audit Rights	Delete audits at Contractor's cost and expense	
30 / 6 1	Indemnity	Clarifying indemnity terms	
Pages 8 1-9 1	Addendum (New)	For use Monitoring & Service Agreements	



TAB 2

PRODUCTS AND PRICING

Facility Technology Integration & Security System Services



Powered by Experience. Driven by Excellence.™

Tab 2 – Products/Pricing

- I. Offerors shall provide pricing based on a discount from a price list or catalog (or major items of equipment purchased and installed by Offeror with a breakout of manufacturers' catalog price along with discount off list price), or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed should remain the same for the first 12 months after the contract award. As an option, pricing may be a discount off the City Cost Index when using one of the following:

- RS Means Construction Procurement Catalog: Facilities Construction Cost Data book
- RS Means Construction Procurement Catalog: Electrical Cost Data
- RS Means Construction Procurement Catalog: Mechanical Cost Data

CONFIRM

- II. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- Manufacturer or Other Part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers or Other Suggested List Price and Net Price
- Net Price to Region 4 ESC (including Freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

CONFIRM

- III. Describe how Offeror will address, at a minimum, the areas defined in the Project Scope.
- a. Executive Summary / Scope

IV. Provide any applicable Burden Billable Labor Rates by Classification.

Labor Categories being offered

- CAD/Design
- Engineering
- ESG
- Installation - Core
- Installation - Enterprise
- Installation - Sprinkler
- Programming
- Project Management
- Service - Core
- Service - Enterprise

See electronic submittal for pricing documents.

(ADT COMMERCIAL PRICING CATALOG)

V. Describe if pricing is available for all products and services?

ADT Commercial pricing is available for all products and services. Some manufactures have regional and district sales agreements in place through our sourcing team that provides only certain ADT districts the authorization to sell and service products. ADT Commercial's sales estimating tool manages and controls the approved regions that are authorized to offer approved products. If there are questions about a specific product or service in a certain region/territory ADT can quickly determine the eligibility. Products that are not on or included in initial submitted catalog will need to go through normal procedures to add product to contract.

VI. Describe any shipping charges.

ADT Commercial rarely will have shipping charges attached to our projects. All projects are staged at the local offices prior to being delivered to the customer's location. In the event a customer requires bulk products to be delivered to their site, ADT Commercial will do its best to work with the local agency on the best solution.

VII. Describe any ancillary cost or additional freight costs for orders placed outside the Continental US.

ADT Commercial rarely ships outside the continental United States, in the event it is necessary to ship outside of the United States, our teams will do its best to work with the customer on the best solutions.

VIII. If Offeror has retail stores, describe appropriate procedures in place to ensure contract pricing on all product and/or services to Participating Public Agencies.

ADT Commercial has 150 plus locations throughout the United States, all locations support our service and installation efforts. ADT's locations are not retail locations but branch field offices for our installation, service, and sales support professionals. These offices are critical to provide the local support necessary to deliver our world class products and services to the local customer's base.

The ADT Commercial professionals in all our 150 locations utilize centrally based software that ensures our customers are receiving the same pricing and services to the participating public agencies. ADT Commercial does not have retail stores.

ADT NATIONAL COVERAGE



IX. Describe any warranties and provide pricing for warranties on all products and services.

ADT Commercial will provide a one (1) year warranty on products and services that are considered NEW installations. Repairs and Service receive a 90 Day warranty.

X. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large orders, growth, annual spend, guaranteed spend, etc.

ADT Commercial will review any additional discounts given on a case-by-case bases and will be at the discretion of ADT Commercials local sales leaders. Additional discounts can be negotiated, depending on the project scope, volume and whether services are being attached.

XI. Describe how customers verify they are receiving Contract pricing.

ADT Commercial manages contract pricing through our estimating software “Sales Pilot”. Embedded in the estimating tool are digital catalogs / price books which house the negotiated pricing submitted through RFP response.

All estimates that are developed through Salespilot using the correct pricing/catalog and shared with the membership will match or allow for open market items to be included in the proposal. ADT tracks, each sale submitted to a member through our estimating tool using unique contract identifiers assigned to REGION 4 / OMNIA. Each proposal will follow our established DOA to confirm pricing is up to date and compliant with the contract. Members will be able to reach out to ADT Commercial State & Local Government team directly if additional information or clarification is needed.

XII. Describe payment methods offered.

ADT Commercial will accept the following methods of payment.

ADT Accepts the following payments
CHECK
ACH
WIRE TRANSFER
P-CARD
CREDIT CARD (VISA, MASTERCARD, AMERICAN EXPRESS)
NOTE: Additional charges may apply by third party

XIII. Propose the frequency of updates to the Offeror’s pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

ADT Commercial sourcing team receives updated pricing several times a week and monitors supplier and market conditions at the same frequency. ADT is offering catalog pricing and does not anticipate the need to update pricing but once every twelve (12) months. If needed and based on market conditions our sourcing team may update on a bi-annual basis. ADT Commercial will provide notice to member agencies who may have already received a system estimate and provide a ninety (90) day grace period. For wire & cable some suppliers use the U.S. copper index which may fluctuate the raw cost.

Note: Our industry is being affected by the current inflation which is causing turbulent swings in pricing. As such ADT Commercial may during this period request pricing evaluations and changes when pricing fluctuates 3-5%.

XIV. Describe how future product introductions will be priced and align with Contract pricing proposed.

Future product introductions will be communicated to Omnia Partners when a new product or manufacture has increased frequency of use. Prior to selling this product on the Omnia contract, the new product will be submitted for approval. ADT Commercial may at times offer manufacture products that are considered open market items or less frequently used products that may be needed to complete a customer project.

XV. Provide any additional information relevant to this section.

Federal Funding Pricing

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may use, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contractor exceeds at its own risk will be needed as determined and set by the Participating Public Agency. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

CONFIRM

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. The contractor must allow for lower pricing to be available for similar product and service purchases. Cost-plus pricing as a primary pricing structure is not acceptable.

CONFIRM

B. Manufacturer Certifications



November 17, 2021

ADT Commercial
1501 Yamato Road
Boca Raton, Florida
Attn: Huberto Medina
Sr. Sourcing Mgr.

Huberto,

This letter is to confirm that ADT Commercial is a contracted reseller of all Aiphone products. ADT Commercial is in good standing and has a full list of MSRP pricing that Aiphone has supplied to them. Please feel free to contact me with any questions at your earliest convenience.

Thank you.

Stephen Martorano

Stephen Martorano
Director, Account Manager
Stephen.martorano@aiphone.com
1-856-701-3349

November 17, 2021

ADT COMMERCIAL
1501 W. Yamato Rd.
Boca Raton, FL 33431

To whom it may concern:

I am writing you to advise that ADT COMMERCIAL is an AMAG Certified Reseller in good standing. They have achieved success installing and servicing our equipment.

The ADT COMMERCIAL Team has experience in design, installation, and maintenance of AMAG Symmetry Security Management systems. They have been certified through the AMAG certification process and have technical and support staff that have successfully completed our AMAG Training program. Our contractual agreement has afforded them the opportunity to procure our products.

If you require further information, please do not hesitate to contact me at 800-889-9138 x 263 or greg.diamond@amag.com.

Best regards,



Greg Diamond
Manager, Sales Operations



November 17, 2021

ADT Commercial
1501 Yamato Rd
Boca Raton, FL 33431

To Whom It May Concern:

Please allow this letter to confirm that **ADT Commercial** with Headquarters in **Boca Raton, FL** is currently a member of the Axis Channel Partner Program and a **Solution Gold** partner in good standing with Axis. Axis Communications Inc. certifies **ADT Commercial** to resell Axis Communications products and solutions.

If you have any questions or need further information, please contact Axis sales at (800) 444-2947 Option 1 or email me at Maryland.Santos-Madrid@axis.com.

Sincerely,
Maryland Santos-Madrid
Data Coordinator
Axis Communications, Inc.

November 16th, 2021

ADT Commercial
1501 Yamato Road
Boca Raton, FL 33431

Bosch Security Systems, Inc.
130 Perinton Parkway
Fairport, NY 14450
Telephone 585-678-3751
Fax 585-223-9180
amy.cronin@us.bosch.com
www.boschsecurity.us

Re: Certification – Bosch Security Systems Authorization Letter

To Whom It May Concern:

This letter is to confirm that ADT Commercial , is an authorized North American Bosch Security Systems, Inc. Dealer.

Certification includes:

- Intrusion Systems
- Access Controls Systems
- Fire Systems
- CCTV

If you have any questions or need further assistance, please contact Keith Halstead at 904-295-7513 or keith.halstead@us.bosch.com

Yours sincerely,



Bosch Security Systems, Inc.
Customer Service Supervisor



November 16, 2021

Mr. Huberto Medina
ADT
1501 Yamato Road
Boca Raton, FL 33431

This letter is to inform you that ADT is a certified Brivo partner and authorized to sell, install, and service the Brivo product offering.

Please be sure to let me know if you have any questions.

Sincerely,

Dave Williams
VP of Key Accounts
Brivo
7700 Old Georgetown Road
Bethesda, MD 20814



November 16, 2021

ADT Commercial
1501 Yamato Road
Boca Raton, FL 33431

To whom it may concern:

Since 1975, DMP has been the most trusted and recognized leader in alarm communication over data networks and is the only privately owned security systems manufacturer that manufactures all products in the United States. DMP provides customer-driven products through listening, anticipating needs, and responding quickly with innovative solutions that work. We insist on the integrity of our products, people and partners.

ADT and DMP have been strategic partners since August 2011. Ever since then, ADT professionals have received formal and informal training on DMP security, fire, access, and network communication products.

We are confident and enthusiastic to recommend ADT as an installation and monitoring partner for our equipment. You can be assured that the partnership of DMP and ADT will be able to satisfy your needs and exceed your expectations for security solutions.

Sincerely,

A handwritten signature in blue ink that reads "Jamie Brennan". The signature is fluid and cursive, with a large loop at the beginning and a long, sweeping tail that extends to the left.

Jamie Brennan
Director National Accounts



is pleased to recognize

ADT Commercial

For successfully becoming an

Eagle Eye Networks Certified Reseller

January 1st, 2020

A handwritten signature in black ink, appearing to read "D. Drako", is positioned above a horizontal line.

Dean Drako, CEO



27 OCTOBER 2021

Subject: ADT Commercial - Edwards National Strategic Partner

Dear Sir or Madam:

At Edwards we believe that the success of a life safety system installation depends on properly trained individuals, from the early bid and application stage, through the life cycle of the product, including retrofit. Properly trained technicians ensure that the project is managed with the highest quality standards and that the site owner is satisfied that the equipment meets his or her needs. Most importantly, properly trained employees ensure that the life safety system operates flawlessly in an emergency and protects the ultimate customer.

As a Factory Authorized Edwards National Strategic Partner, they are authorized and supported by Edwards to sell, order, install, maintain, and service all Edwards Fire & Life Safety products. Also, they have exclusive access to many Edwards services including but not limited to 24/7 technical support, firmware upgrades, and of course factory training to certify and ensure their personnel have the knowledge and resources available to install and maintain an Edwards life/safety system.

This letter is to confirm ADT Commercial is a Factory Authorized Edwards National Strategic Partner serving the following locations for 2021:

Albany, Albuquerque, Biloxi, Boston, Buffalo, Connecticut, Dallas, Denver, Hawthorne, Houston, Katy, Los Angeles, Louisville, New Jersey Metro, New Orleans, New York City, Novi, Oklahoma City, Orlando, Philadelphia Metro, Phoenix, Raleigh, San Antonio, San Diego, San Francisco, Syracuse, Tampa, Safe electronics

Please don't hesitate to contact me if you have any questions or concerns.

Regards,

A handwritten signature in black ink, appearing to read "Wade Gunn", with a long horizontal flourish extending to the right.

Wade Gunn

Western Regional Director / ADT Commercial Account Leader
EST Life Safety & Communications
wade.gunn@carrier.com
303-241-0172

November 16th, 2021

Huberto Medina
ADT Commercial
1501 Yamato Road
Boca Raton, FL
33487

Exacq Technologies, Inc. is pleased to recognize ADT Commercial as an Authorized Integrator of exacqVision.

ADT is qualified to install, service, and maintain the Exacq product line with trained and certified technicians.

ADT is also currently in good standing with Exacq Technologies entity.

Please do not hesitate to contact me with any questions or concerns you may have regarding these matters.

Sincerely,



Joseph Fitzgibbons
Program Manager
6 Technology Park Drive
Westford, MA
01886
joseph.fitzgibbons@jci.com



Global Headquarters

Genetec Inc.
2280 Alfred Nobel Blvd.
Montreal, Quebec, H4S 2A4
Canada

T: +1 514.332.4000

F: +1 514.332.1892

Tuesday, November 16, 2021

Genetec Certified Channel Partner

ADT Commercial LLC - Boca Raton, FL HQ
1501 Yamato Road
Boca Raton, FL 33431
United States

Dear Sirs,

This affirms that **ADT Commercial LLC - Boca Raton, FL HQ** is a member in good standing of the Genetec Channel Partner Program, with **Certified** level status, valid until March 31, 2022. Members of the Genetec Channel Partner Program are recommended for the installation, service and support of Genetec solutions.

For more information on the Genetec Channel Partner Program or to learn what this partner's status level entails, please visit <https://www.genetec.com/partners/channel-partner-program>.

Should you have any questions, please contact the Genetec Sales Administration team.

Regards,

Chantale Cadieux
Sales Administration & GSA Manager
salesadmin@genetec.com



Hanwha Techwin America
Frank W. Burr Blvd., Suite 43
Teaneck, New Jersey 07666
877.213.1222 | Fax: 201.373.0124

November 16, 2021
ADT Commercial
1501 Yamato Rd, Boca Raton, FL 33431
Boca Raton, FL 33486

To Whom It May Concern:

This letter confirms that ADT Commercial holds the status of an authorized Hanwha Techwin America Diamond STEP Dealer Partner. This designation signifies that ADT are qualified to sell, install, program and provide service for the Wisenet/Samsung product line.

We acknowledge that ADT Commercial has our full support with regards to reselling, installing and servicing video surveillance solutions manufactured by Hanwha Techwin America.

Best regards,
Tom Chamard
Director, National Accounts
Hanwha Techwin America
t.chamard@hanwha.com
401-862-2314 Direct



611 Center Ridge Drive
Austin, Texas 78753 USA

FREE +1 800 237 7769
MAIN +1 512 776 9000
FAX +1 512 776 9630

November 17, 2021

Huberto Medina
Manager Sr. Sourcing
ADT Commercial
1501 Yamato Road
Boca Raton, FL 33431-4438

Re: ADT Commercial

By copy of this letter please be advised that:

ADT Commercial is authorized to sell, install, and service the HID Global product line..As an Authorized Dealer, ADT Commercial has access to the HID Global product portfolio and technical support staff. HID Global's primary brands include ActivID®, EasyLobby®, FARGO®, IdenTrust®, Lumidigm®, Quantum Secure and HID®. HID Global is headquartered in Austin, Texas, has over 2,200 employees worldwide and operates international offices that support more than 100 countries.

Please contact the undersigned should you require additional information.

Sincerely,

A handwritten signature in blue ink that reads "Tony Ferguson". The signature is fluid and cursive, written over a light blue rectangular background.

Tony Ferguson
Director, Strategic Integration - North America
512-925-7183
tferguson@hidglobal.com



November 16, 2021

LETTER OF AUTHENTICITY:

ADT Commercial is certified as an Authorized Integrator for Honeywell Integrated Security. As an Authorized integrator, ADT Commercial has the full support of Honeywell Integrated Security and has access to our full portfolio of products and solutions.

ADT Commercial comes highly recommended for the installation, configuration and maintenance of Honeywell access control, video surveillance and intrusion detection portfolio(s).



Chris Koetsier

Director of Honeywell Integrated Security
Honeywell | Security and Fire



ADT Commercial LLC
1501 Yamato Road
Boca Raton, FL 33431
United States

November 17, 2021

RE: Authorization Letter - LenelS2 Certified Integrator for NetBox Products

To Whom It May Concern:

This letter is being provided to certify that ADT Commercial LLC located at 1501 Yamato Road, Boca Raton, FL 33431, United States is a fully factory trained, certified and authorized dealer of LenelS2's NetBox product line.

As a certified dealer, ADT Commercial LLC is fully authorized to specify, promote, sell, install and service all NetBox products. ADT Commercial LLC has met and maintains all training and certification requirements necessary to provide installation and service on all NetBox products.

Should you have any questions, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in blue ink that reads 'Jeffrey A. Stanek'. The signature is fluid and cursive, with a large initial 'J' and 'S'.

Jeff Stanek
President, North America
LenelS2

A Carrier Company

1212 Pittsford-Victor Road, Pittsford, NY 14534



November 16, 2021

To Whom It May Concern:

LenelS2, a division of Carrier Fire & Security Americas Corporation, hereby confirms that ADT Commercial LLC HQ, Accounts Payable Department, PO Box 310700, Boca Raton, Florida, 33431, United States has, as of the date of this letter and continuing through March 31, 2023, an agreement with LenelS2 that authorizes ADT Commercial LLC HQ to market, resell and implement LenelS2 products and support services in United States and Canada; Named Account; United States Federal Government.

Sincerely,

A handwritten signature in blue ink that reads "Jeffrey A. Stanek". The signature is written in a cursive style with a large, stylized initial 'J' and a long horizontal flourish at the end.

Jeff Stanek
President
LenelS2

A Carrier Company,

1212 Pittsford-Victor Road, Pittsford, NY 14534,



OpenEye[®]

The Cloud Video Platform

Proudly Endorses

ADT Commercial

as a

NATIONAL CERTIFIED PARTNER

Richard Sheppard
Chief Executive Officer

Eric Fullerton
Executive Director



November 17, 2021

To whom it may concern,

This letter is to verify that ADT Commercial is currently a National Authorized Partner for Resideo equipment in the Commercial space. As such they are fully authorized to sell, service and maintain Resideo equipment pursuant to their National Partner Agreement.

If further clarification or explanation is required, please don't hesitate to contact me.

Sincerely,

Carl Connelly

Carl Connelly
National Account Manager-Resideo



Carl Connelly
National Account Manager
Resideo
Mobile 248 219 3338
Carl.connelly@resideo.com
Website: <https://www.security.honeywellhome.com/>
Customer Service, Tech support 800 645 7492
Tech support email Support3@resideo.com
Customer Service Email: customerservice@resideo.com
Inside Sales 502 297 5700
Alarmnet 800 222 6525



November 16, 2021

To whom it may concern,

This letter is to verify that ADT Commercial with its Headquarters at 1501 Yamato Rd, Boca Raton, FL 33486 is currently a Salient Certified Reseller in good standing. As such, ADT Commercial has Salient trained and certified technicians and sales support resources on staff, and it is Salient's understanding that ADT Commercial is committed to maintaining this status in an ongoing manner. Furthermore, Salient is committed to providing manufacturer support through ADT Commercial as long as they maintain their status as a Salient Certified Reseller.

For additional information or if you have any further questions in regard to this, please feel free to contact me directly at Salient Systems Corporation.

Sincerely,

Chris Meiter
President

November 16th, 2021

Huberto Medina
ADT Commercial
1501 Yamato Road
Boca Raton, FL
33487

Johnson Controls is pleased to recognize ADT Commercial as an Authorized Integrator of Software House and American Dynamics.

ADT is qualified to install, service, and maintain the Software House and American Dynamics product lines with trained and certified technicians.

ADT is also currently in good standing with the Sensormatic Electronics, LLC, entity.

Please do not hesitate to contact me with any questions or concerns you may have regarding these matters.

Sincerely,



Joseph Fitzgibbons
Software House/American Dynamics
Program Manager - Sales
6 Technology Park Drive
Westford, MA
01886
joseph.fitzgibbons@jci.com



TAB 3

PERFORMANCE CAPABILITY

Facility Technology Integration & Security System Services



Powered by Experience. Driven by Excellence.™

Appendix D, Exhibit A – Response for National Cooperative Contract



The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

- Exhibit A – Response for National Cooperative Contract
 - Exhibit B – Administration Agreement, Example
 - Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example
 - Exhibit D – Principal Procurement Agency Certificate, Example
 - Exhibit E – Contract Sales Reporting Template
 - Exhibit F – Federal Funds Certifications
 - Exhibit G – New Jersey Business Compliance
 - Exhibit H – Advertising Compliance Requirement
-
- I. **Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.**
 - II. **The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.**
 - III. **Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.**

IV. Describe how Offeror responds to emergency requests.

ADT Commercial can be reached 24 hours a day 7 days a week. Our call centers never close and customers will always have the option to be connected to a live dispatcher. Our service call hours include work hours of 8:00am to 5:00pm Monday through Friday, except ADT holidays. Negotiated service call rates include emergency service response required and completed during normal business hours. Emergency service calls required outside of these hours are available 24x4, 365 days per year. Response required outside of normal workday hours will incur overtime hourly charges at agreed rates.

V. Describe Offeror's history and ability to meet service and warranty needs.

ADT Commercial can be reach 24 hours a day 7 days a week. Our call centers never close and customer will always have the option to be connected to a live dispatcher. Our service call hours include work hours of 8:00am to 5:00pm Monday through Friday, except ADT holidays. Negotiated service call rates include emergency service response required and completed during normal business hours. Emergency service calls required outside of these hours are available 24x4, 365 days per year.

Response required outside of normal workday hours will incur overtime hourly charges at agreed rates. Customer service will facilitate calls to our service dispatch and installation regarding and warranty issues around service or installations. Our local offices will communicate directly with the customer to remedy any warranty issues.

VI. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

ADT Commercial Services may be requested 24/7/365 days a year, via phone or through our customer eSuite Web Portal. Calls are dispatched to our techs via their hand-held mobile device. Technicians receive the details of the request along with any special instructions. When a service ticket has been created, customer contacts for that site will receive an email (via Tech Tracker account setup) that a job has been created. When the service call is assigned, a second email with the service technician, name, picture, and qualifications is sent. A third email is sent when the technician is in-route, and a final email is sent when service is completed, and the ticket is closed.

Request for emergency service must be phoned in to the ADT Commercial Operations Center (rather than email or web request), and emergency nature of response relayed to the ADT Commercial associate. When our technician is closing out the service ticket, they will obtain an electronic acceptance signature from the customer site contact on their mobile ticket device. Details of the service ticket and technician notes of work performed are available in real-time on eSuite, along with a copy of signature obtained. ADT Commercial technicians carry an ID card and can present them upon request when arriving at a service job.

Service ticket creation and communication steps:

- 1st email: Informaiton on service ticket creation
- 2nd email: service technician, name, picture, and qualifications
- 3rd email: technician is in-route
- 4th email: Service is completed and ticket is closed

Tech TrackerSM

Using our unique Tech Tracker, customers simply identify one person in charge at your location, and we'll send service alerts that include:

- The date of the service call
- The time at which the technician will arrive
- The technician's name
- The qualifications and certifications of the technician
- A picture of your technician

As an added layer of support, we will send an email when you're next in line for a service call. You'll be prepared to guide your technician to the source of the problem, and you won't waste time waiting around for them.

Each of our technicians strives to be quick, courteous, and qualified. At the end of a service call, you'll be provided with an opportunity to give feedback. We take that feedback seriously, as we want to ensure that all our technicians give the level of service our customers deserve. If something isn't quite right, let us know and we'll address the issue.

At ADT Commercial, we take a unique approach to customer service. We treat our customers the way we would like to be treated. We pride ourselves on outstanding work and doing what we say we're going to do. We are excited to show how our exceptional service can support agency members.

CONTACT US:**STATE AND LOCAL GOVERNMENT SALES:**

Scott Wulforst
Director of State Local Government Programs
scottwulforst@adt.com
775-287-8110

VII. Describe Offeror’s invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Invoicing is processed daily depending on bill cycle. Every contract/customer is assigned a bill cycle that tells what dates we can bill. Each bill cycle is only billed once per month. Billing is processed in our internal software Mastermind. After billing is processed and dollar amounts posted to the account, a statement/invoice file is generated and sent to ADT’s “mail house” to be printed and mailed to our customer. If an account is set up on preauthorized payments, a paper bill is not mailed.

SAMPLE INVOICE:

ADT Commercial		Invoice 139850966		
Account Number	Invoice Date	Payment Due Date	PO Number	Amount Due
172426798	4/30/2021	5/25/2021		\$32,500.61
Description	Qty	Unit Price	Amount	
SITE NAME SITE ADDRESS				
24 Hour Alarm Monitoring (MCL12 - 05/30/21) MAS MONITORING SECURITY SEMI-ANNUAL	6	44.74	\$268.44	
Sub Total				
SITE NAME SITE ADDRESS				
HINOKAM, VA 020431144 24 Hour Alarm Monitoring (MCL12 - 05/30/21) MAS MONITORING SECURITY SEMI-ANNUAL	6	44.74	\$268.44	
Sub Total				
SITE NAME SITE ADDRESS				
GOVERNESS VA 0700822 24 Hour Alarm Monitoring (MCL12 - 05/30/21) MAS MONITORING SECURITY SEMI-ANNUAL	6	44.74	\$268.44	
Sub Total				
SITE NAME SITE ADDRESS				
W4 02108 24 Hour Alarm Monitoring (MCL12 - 05/30/21) MAS MONITORING SECURITY SEMI-ANNUAL	6	44.74	\$268.44	
Sub Total				
Continued on Next Page				

ADT Commercial		Invoice 139850966		
Account Number	Invoice Date	Payment Due Date	PO Number	Amount Due
949201515	4/30/2021			
DATE	DESCRIPTION	Qty	Unit Price	Amount
04/12/2021	24 Hour Alarm Monitoring SEMI-ANNUAL MONTHLY OR NG SECURITY / ACCESS CONTROL	6	44.74	\$268.44
Sub Total				
04/12/2021	27 Hour Alarm Monitoring MONITORING SECURITY SEMI-ANNUAL	6	44.74	\$268.44
Sub Total				
04/12/2021	24 Hour Alarm Monitoring MONITORING SECURITY SEMI-ANNUAL	6	44.74	\$268.44
Sub Total				
04/12/2021	24 Hour Alarm Monitoring SEMI-ANNUAL MONTHLY OR NG SECURITY / ACCESS CONTROL	6	44.74	\$268.44
Sub Total				
04/12/2021	24 Hour Alarm Monitoring MAS MONITORING SECURITY SEMI-ANNUAL	6	44.74	\$268.44
Sub Total				
04/12/2021	24 Hour Alarm Monitoring MAS MONITORING SECURITY SEMI-ANNUAL	6	44.74	\$268.44
Sub Total				
04/12/2021	24 Hour Alarm Monitoring SEMI-ANNUAL MONTHLY OR NG SECURITY / INTRUSION	6	44.74	\$268.44
Sub Total				
04/12/2021	27 Hour Alarm Monitoring MAS MONITORING SECURITY SEMI-ANNUAL	6	44.74	\$268.44
Sub Total				
04/12/2021	24 Hour Alarm Monitoring	6	44.74	\$268.44
Sub Total				

VIII. Describe Offeror’s contract implementation/customer transition plan.

ADT Commercial has a dedicated team of State and Local professionals to run its national Government programs. The teams primary focus is to manage and educate both our internal customers and our external customers on the benefit of using our state and local government and cooperative contracts. We have over one thousand 800 commercial consultants nationally.

Our teams’ goal is to train our consultants and internal stakeholder on how to assist our state and local government customers how to leverage the contracts by saving time and money, to communicate early and often on the use of the benefits of the contract. The team is led by a Director of State & Local Government programs, Contracts Administrator, Admin support and Business Analyst.

IX. Describe the financial condition of Offeror.

ADT enjoys a strong financial position, serving over 8 million customers in our overall security business. The following items speak to our financial viability:

- ADT was founded in 1874 and remains a relevant, industry-leading provider
- Total Revenue growth for multiple years running
- Commercial business growth prompted change in 2020 creating separate business unit, ADT Commercial
- No significant changes to operations/headcount to date resulting from COVID-19 operational shifts
- No changes to SLA's/customer response during COVID period
- August 2020 investment by Google in ADT to become 6.6% outstanding aggregate common equity owner

ADT is the most trusted brand in security. Through innovative products, partnerships and the largest network of smart home security and commercial professionals in the United States, we connect and protect what matters most to our customers at home, work and on the go. With 150 locations, and 9 monitoring centers across the United States ADT Commercial is well positioned for growth.

ADT is a publicly traded organization[ADT Investor Relations](#)

ADT is a leading provider of security, automation, and smart home solutions serving consumer and business customers through 150 locations, 3 monitoring centers, and the largest network of security professionals in the United States. The Company offers many ways to help protect customers by delivering lifestyle-driven solutions via professionally installed, do-it-yourself, mobile, and digital-based offerings for residential, small business, and larger commercial customers.

[ADT Investor Reports](#)[ADT Third Quarter Earnings](#)**X. Provide a website link and describe any website's capabilities and functionality.**

ADT Commercial's website provides our customers and those looking for commercial enterprise security and fire alarm solutions a comprehensive site through its overall content and through its resource's pages. Visitors can learn from some of the industry experts on topics that are directed to their specific industry and vertical. Through our website customers can also gain access to our award winning eSUITE™ account management portal. eSuite presents customer security data in one seamless experience by empowering their organization to access and manage real-time information. eSuite is highly customizable and easily adapts to your ever-changing needs.

OUR WEBSITE:

ADT Commercial’s website WWW.ADT.COM/COMMERCIAL is a very intuitive customer focused site, that allows our customers to learn and understand the depth of our company, products, and services.

ADT COMMERCIAL	Our Advantage	Solutions
Resources	Resource Center	Brochures
Industry News	Webinars	White Papers
COVID-19	Contact Us	Log In

eSuites™ is feature rich and user-friendly with

We believe that our eSuite portal is the best and most flexible customer interface in our industry. eSuite allows authorized users to run dozens of reports with customized report parameters. On demand Reports can be run at any time or delivered at a predetermined frequency. eSuite was developed in-house and is managed by a dedicated team, allowing us to create custom reporting and implement requested features very quickly. The eSuite portal includes the following functionality:

- Dashboard view includes previous day critical activity, dashboard of any repeated activity in the past 30 days, activity trends, and number of events by site. Users may also change the date range parameters to show activity over different or longer periods of time or for different location sets. Users may choose to receive a daily dashboard of previous day critical activity via email.
- Offers history of all data for the past 12 months
- Authorized users can request site user call lists, panel code edits, additions, and deletions. These edits can be performed at one or across multiple sites as indicated by the user
- Allows users to manage and edit Panel Code changes by system partition or area
- Panel codes for IP and cell connected DMP panels are updated instantly. All other panel/communication types have a 2-hour implementation.
- DMP system integration allows for view of panel status (armed, disarmed, armed with bypassed zones) on a map view, and for authorized users to arm or disarm remotely.
- Includes inventory information for the product that we install in your locations. Data includes manufacturer, part #, description, quantity, warranty and maintenance program coverage dates, estimated life and estimated replacement cost.
- Allows users to request a service call and to see service call status in real time.
- Allows service call reporting; service call reporting includes all requestor and technician notes, as well as number of days between open and resolution of call. Reports are available by site, division, and aggregate total.
- Real time installation updates are available
- Ability for technicians to upload site-specific documents, photos, inspection documents, drawings, etc. for view by authorized users
- Alarm system permits may be tracked, and automatic reports generated indicated permits due for renewal

- Client eSuite administrator can decide feature permissions by user role and assign users to specific locations/divisions.
- Authorized users may place burglar alarm systems and specific zones on test and watch signals test into our central station live.
- Allows users may run ad-hoc reports and schedule reports to be automatically emailed at specified intervals.
- Includes a mobile website version. User functions of the mobile version include edit/add/delete of contact PINS and panel codes, placing systems and zones on test and viewing test signals live, request a service call, edit site open & close schedules.

Site level Intrusion Alarm Panel Codes for compatible panels may be managed by our customer through the eSuite portal. eSuite allows authorized client users to edit site contact information, including alarm panel codes. When a site contact is added or deleted in eSuite, their contact information is added or deleted from site call lists. Additionally, integration done through our eSuite panel will automatically download the panel/s the contact is associated with, and add, edit or remove alarm panel codes. Panels require cell radio or IP connectivity for panel code management functionality.

XI. Describe the Offeror's safety record.

At ADT Commercial we strive to protect our most valuable resource - our team members! We have implemented an EH&S Management System, which provides a framework to put our Vision and Values into practice by clearly stating expectations for compliance, accountability, sustainability, and continuous improvement. We believe that all injuries are preventable and constantly seek to provide work in an environment that is free from recognized hazards. We continually work to foster a safety culture that enables our employees to minimize risk, understand and follow safety rules as well as identify and correct unsafe actions, behaviors, or situations.

Over the last seven years, we have continued to see significant year-over-year improvements in our safety metrics. In 2019, our total recordable injury incident rate was 1.07 and our total lost time incident rate was 0.34 which was a reduction of 49% and 50% respectively, compared to our baseline year of 2012. We also achieved a significant reduction in the days which were lost during the same period by 41%. We have not experienced any work-related fatalities. Our proactive prevention programs have helped us achieve these reductions including continual support and investment over the years in safety programs and initiatives such as:

- Promoting risk assessment with our field teams by ensuring they identify and control potential hazards at the beginning of each job.
- Emphasizing and being accountable for our nine behavioral Safety Absolutes.
- Providing Personal Protective Equipment to all employees to help minimize risk in the field.
- Providing instructor led, interactive safety training courses monthly.
- Ensuring management involvement through the execution of our jobsite observation process, which includes visiting team members while they are on a job and having a conversation about the safety aspects of the job.

Establishing monthly EHS Council and Incident Review meetings, which are conducted within each region and area, and are led by Regional Vice Presidents and Area General Managers. Distribution of safety

communications and alerts, including weekly “toolbox talks” that targets our installers and service technicians and are specific to the hazards they may face while working for ADT.

FLEET

ADT operates a fleet of approximately 6,500 vehicles in the U.S. which presents risks and hazards associated with driving the vehicles. As collisions involving motor vehicles have typically been one of our top causes of injuries, special programs have been put in place to continuously improve fleet safety. These programs include mandatory driver safety training and adherence to our Driver Safety Standard, which includes signing the ADT Driver Code of Conduct and compliance with our Motor Vehicle Safety Absolutes. Additionally, we have installed reflective tape on the rear of the vehicles to increase visibility and help reduce rear-end collisions. In late 2019 we rolled out our new telematics program in partnership with Geotab. This will give us focus on instant alerts of poor driving habits allowing our team managers to coach the drivers while we grew our fleet by 2,000 vehicles over the past 2+ years, our injuries per million miles driven have been reduced by 35%, and collisions per million miles have been reduced by 10%.

ADT is constantly reviewing our fleet safety initiatives to determine if there are other programs that could be implemented to help us prevent motor vehicle incidents and injuries. We are also a member of the Network of Employers for Traffic Safety (NETS), where we benchmark our programs and the three-fleet metrics mentioned above, to determine if there are programs that have been effective at other companies that could be implemented within ADT.

TRAINING

To support our value of providing all team members with the necessary knowledge to perform their jobs safely, ADT asks employees to complete several important training programs. The first is part during the onboarding process. All ADT commercial team members must complete the ADT EH&S Orientation Program on ADT’s Learning Management System (LMS) before any work can proceed in the field. Additionally, each employee is required to complete certain training programs throughout the year as part of your annual (monthly for technicians) EH&S training.

COMMUNICATIONS

Periodically ADT will release internal communications related to a recent incident called “Safety Alerts.” These safety alerts are written to provide our employees with insight gained through an incident investigation. It will provide an overview of the incident and what solutions and controls, if implemented, could have lessened the risk or prevented the incident altogether. In addition to safety alerts, the EH&S team will provide information regarding best practices or safety procedures for performing a job. Employees can review these and keep them readily available as a reference tool.

Safety is paramount, ADT will never expect our employees to work in an unsafe manner. If any team member is in doubt about the safety of a task, they are able to stop their work and have direct communications with their Manager for guidance before proceeding with the job!

XII. Provide any additional information relevant to this section.

Exhibit A – Response for National Cooperative Contract

3.0 SUPPLIER RESPONSE

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

The original ADT was founded in 1874 by Edward A. Callahan, the inventor of a stock ticker. After waking up to a burglar in his home, he was inspired to create a telegraph-based alert system. The system eventually connected 50 of his neighbors to a central monitoring station where alert boxes were monitored. That company was known as American District Telegraph (ADT).

ADT has been growing and serving commercial customers for more than 145 years. After splitting from its parent company in 2012, ADT Commercial LLC. Emerged as a separate company solely focused on Commercial, Enterprise State Local Government, and Education. Since then, ADT Commercial merged with Protection 1, building upon its commercial capabilities and customer-focused approach with over 15 strategic acquisitions.

Our team is 100% focused on our commercial customers. We’ve grown our commercial technical competency to serve customers in a unique way—with the scale and expertise to help meet your needs throughout the U.S.

Our team has a single-minded focus on our State, Local, Education, and Commercial customers—having spent the majority of their careers in the security, fire, and life safety industries. ADT Commercial was formed to focus on the disciplines required to help meet the complex needs of our customers.



B. Total number and location of salesperson employed by Supplier

We deliver a national footprint, a comprehensive range of advanced technologies, and unmatched local expertise. We have solid relationships with manufacturers across the country and that allows us to have exclusive access to fire and life safety products, custom design innovations, and specialized training. Give us a call today and see what ADT Commercial, combined with industry-leading products can do for your business.

- LOCATIONS: 150
- SALES PROFESSIONAL: 800

ADT COMMERCIAL LLC LOCATIONS			
BRANCH	CITY	STATE	ZIP
ALABAMA			
291 CAHABA VALLEY PKWY N # C	BIRMINGHAM	AL	35124
1400 MONTLIMAR DR	MOBILE	AL	36609
ARKANSAS			
4950 NORTSHORE LANE	LITTLE ROCK	AR	72118
811 N BLOOMINGTON ST	LOWELL	AR	72745
ARIZONA			
2611 S ROOSEVELT ST	PHOENIX	AZ	85282
560 N. BULLARD AVE	PHOENIX WEST	AZ	85338
4861 SOUTH HOTEL DR	TUCSON	AZ	85714
CALIFORNIA			
9555 OWENSMOUTH AVE	CHATSWORTH	CA	91311
10107 CARROLL CANYON RD	SAN DIEGO	CA	92131
4384 ENTERPRISE PL	FREMONT	CA	94538
4741 W SHAW AVE	FRESNO	CA	93727
2705 MEDIA CENTER DR	LOS ANGELES	CA	90065
4725 ENTERPRISE WAY	MODESTO	CA	95356
210 W BAYWOOD AVE	ORANGE COUNTY	CA	92865
3164 GOLD CAMP DR	RANCHO CORDOVA	CA	95670
25809 BUSINESS CENTER DRIVE	REDLANDS	CA	92374
1660 FACTOR AVE	SAN LEANDRO	CA	94577
COLORADO			

6510 FRANKLIN ST	DENVER	CO	80229
CONNECTICUT			
118 QUINNIPIAC AVE	NORTH HAVEN	CT	6473
FLORIDA			
13851 PLANTATION RD	FT MYERS	FL	33912
8120 NATIONS WAY	JACKSONVILLE	FL	32256
10761 MARKS WAY	MIAMI	FL	33025
671 GARDEN COMMERCE PKWY	ORLANDO	FL	34787
3150 SW 42ND AVE	PALM CITY	FL	34990
2829 CATTLEMEN RD	SARASOTA	FL	34232
1309 N WARD ST	TAMPA	FL	33607
GEORGIA			
3980 DEKALB TECHNOLOGY PKWY	ATLANTA	GA	30340
1857 POWDER SPRINGS RD SW	MARIETTA	GA	30064
1000 BUSINESS CTR DR	SAVANNAH	GA	31405
HAWAII			
99-930 IWAENA ST	HONOLULU	HI	96701
ILLINOIS			
8160-8162 SOUTH MADISON STREET	CHICAGO SOUTH	IL	60527
2505 S FINLEY RD	LOMBARD	IL	60148
INDIANA			
11918 EXIT 5 PKWY	INDIANAPOLIS NORTH	IN	46037
N/A	RITUAL GA DISTRICT RH	IN	46241
KANSAS			
15431 WEST 100 TERRACE	LENEXA	KS	66219
8200 E 34TH STREET NORTH	WICHITA	KS	67226
KENTUCKY			
2700 DIODE LN	LOUISVILLE ALLIANT	KY	40299
LOUISIANA			
150 JAMES DR E	SAINT ROSE	LA	70087
2535 BERT KOUNS INDUSTRIAL	SHREVEPORT	LA	71118
150 JAMES DR E	SAINT ROSE	LA	70087

MASSACHUSETTS			
9 SULLIVAN RD	HOLYOKE	MA	1040
300 MYLES STANDISH BLVD	TAUNTON	MA	2780
245 WINTER ST	WALTHAM	MA	2451
MARYLAND			
9108 GUILFORD RD	BALTIMORE	MD	21046
MAINE			
10 MANUEL DR	PORTLAND	ME	4103
MICHIGAN			
22325 ROETHEL DR	DETROIT	MI	48375
3890 EAST PARIS AVE SE	GRAND RAPIDS	MI	49512
MINNESOTA			
9210 WYOMING AVE NORTH	BROOKLYN PARK	MN	55445
225 MILLWELL BLVD	MARYLAND HEIGHTS	MO	63043
5102 N 22ND ST	SPRINGFIELD	MO	65721
NORTH CAROLINA			
2530 WHITEHALL PK DR	CHARLOTTE	NC	28273
3821 POWHATAN RD	CLAYTON EDWARDS	NC	27527
788 CENTRAL DR NW	CONCORD EDWARDS	NC	28027
2700 PERIMETER PARK DR	RALEIGH/DURHAM	NC	27560
3810 US HIGHWAY 421 N	WILMINGTON	NC	28401
NEW HAMPSHIRE			
18 CLINTON DR	NASHUA	NH	3049
NEW JERSEY			
59 CHAMBERS BROOK RD	BRANCBURG	NJ	8876
185 CAMPUS DRIVE	EDISON	NJ	8837
200 E. PARK DR	MT LAUREL	NJ	8054
1750 BRIELLE AVE	OCEAN	NJ	7712
1345 CAMPUS PKWY	WALL	NJ	7753
NEW MEXICO			
8601 PRESIDENT PLACE NE	ALBUQUERQUE	NM	87113
NEVADA			

2441 WESTERN AVE	LAS VEGAS	NV	89102
670 S. Rock Blvd	RENO	NV	89502
NEW YORK			
14 JETWAY DR	ALBANY	NY	12211
3332 WALDEN AVE	BUFFALO	NY	14043
7020 FLY RD	EAST SYRACUSE	NY	13057
47-40 21ST ST	FIVE BOROUGHS	NY	11101
6 SKYLINE DR	HAWTHORNE	NY	10532
50 REPUBLIC RD	LONG ISLAND	NY	11747
131 VARICK ST	NEW YORK	NY	10013
5 MARWAY CIRCLE	ROCHESTER	NY	14624
OHIO			
1530 CORPORATE WOODS PKWY	AKRON	OH	44685
2300 WALL ST	CINCINNATI	OH	45212
9200 MARKET PLACE	CLEVELAND	OH	44147
2402 ADVANCED BUSINESS CENTER	COLUMBUS	OH	43228
1718 INDIAN WOOD CIRCLE	TOLEDO	OH	43537
OKLAHOMA			
6000 NW 2ND ST	OKLAHOMA CITY	OK	73127
3168 S 108TH EAST AVE	TULSA	OK	74146
OREGON			
8383 NE Sandy Blvd	EUGENE	OR	97402
9350 SW NIMBUS AVE	PORTLAND	OR	97008
PENNSYLVANIA			
9155 MARSHALL RD	CRANBERRY TOWNSHIP	PA	16066
101 PHEASANT RUN	NEWTOWN	PA	18940
SOUTH CAROLINA			
6000 PELHAM RD	GREENVILLE	SC	29615
720 GRACERN RD	COLUMBIA EAST	SC	29210
TENNESSEE			
7876 STAGE HILLS BLVD	BARTLETT	TN	38133
2400 CHERAHALA BLVD	KNOXVILLE	TN	37932

744 MELROSE AVE	NASHVILLE	TN	37211
TEXAS			
1817 W BRAKER LN	AUSTIN	TX	78758
226 S. ENTERPRIZE PKWY	CORPUS CHRISTI	TX	78405
3220 KELLER SPRINGS RD	DALLAS	TX	75006
507 W. OWASSA RD	EDINBURG	TX	78539
12305 MERCANTILE AVE	EL PASO	TX	79928
14500 TRINITY BLVD	FORT WORTH TRINITY	TX	76155
11710 N FREEWAY	HOUSTON NORTH	TX	77060
9360 KIRBY DRIVE	HOUSTON SOUTH	TX	77054
5206 E 3RD ST	KATY (CLS)	TX	77493
121 INTERPARK BLVD	SAN ANTONIO	TX	78216
UTAH			
1279 W 2200 SOUTH	SALT LAKE CITY	UT	84119
VIRGINIA			
8580 CINDER BEND RD	LORTON	VA	22079
2550 ELLSMERE AVE	NORFOLK	VA	23513
8751 PARK CENTRAL DR	RICHMOND	VA	23227
WASHINGTON			
21312 30TH DR SE	SEATTLE NORTH	WA	98021
600 OAKDALE AVE SW	SEATTLE SOUTH	WA	98057
10220 N NEVADA ST	SPOKANE	WA	99218
WISCONSIN			
150 N PATRICK BLVD	BROOKFIELD	WI	53045

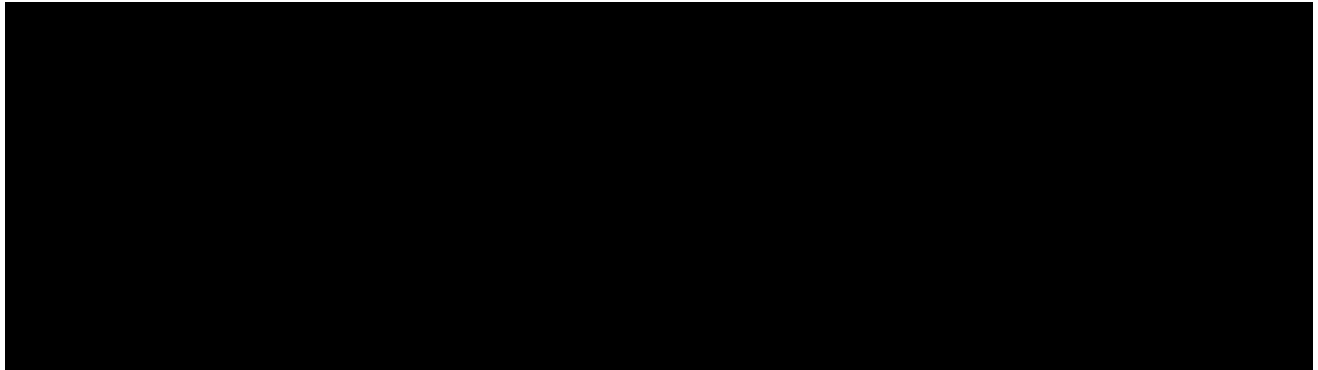
C. Number and location of support centers (if applicable) and location of the corporate office.

ADT Commercial local branch offices are considered to support centers for our local customers. ADT also has its Headquarters, Central Stations, Service Center & Network Operation centers.

<p>Corporate Office: ADT Commercial HQ 1501 Yamato Road Boca Raton, Fl 33431</p>	<p>Service Centers: ADT Commercial Service Center 14221 W John Carpenter FRWY Irving, TX 75063-2924</p>	<p>ADT NOC ADT Commercial Network Operations Center (NOC) 130 Executive Dr, Newark, Delaware 19702</p>
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ADT Commercial Facilities	Number of locations
Local office locations	150
Service Center	1
Central Monitoring Station	3
Network Operations Center	2

D. Annual sales for the three previous fiscal years.



a. Submit FEIN and Dunn & Bradstreet report.

1. FEIN: 90-0008456

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. The ADT Security Corporation		
2 Business name/disregarded entity name, if different from above ADT LLC - FEIN 45-4343781 (DBA - ADT Security Services)		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____		
5 Address (number, street, and apt. or suite no.) See instructions. 1501 Yamato Rd.		Requester's name and address (optional)
6 City, state, and ZIP code Boca Raton, FL 33431		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>																																																					
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width:20px; height: 20px;">4</td> <td style="width:20px; height: 20px;">5</td> <td style="width:20px; height: 20px;">-</td> <td style="width:20px; height: 20px;">4</td> <td style="width:20px; height: 20px;">5</td> <td style="width:20px; height: 20px;">1</td> <td style="width:20px; height: 20px;">7</td> <td style="width:20px; height: 20px;">2</td> <td style="width:20px; height: 20px;">6</td> <td style="width:20px; height: 20px;">1</td> <td style="width:20px; height: 20px;"></td> </tr> </table>	Social security number																					or										Employer identification number										4	5	-	4	5	1	7	2	6	1	
Social security number																																																					
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Employer identification number																																																					
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Part II Certification Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶ <i>Andy Jones</i>	Date ▶ <i>1/7/2021</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

2. Dunn & Bradstreet: 017305520

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D&B Finance Analytics

D&B Finance Analytics

Printed By:Brittanee Williams

Date Printed:11/03/2021

LIVE REPORT

ADT COMMERCIAL LLC
Tradestyle(s): (SUBSIDIARY OF FIRE & SECURITY HOLDINGS, LLC, BOCA RATON, FL)

ACTIVE HEADQUARTERS

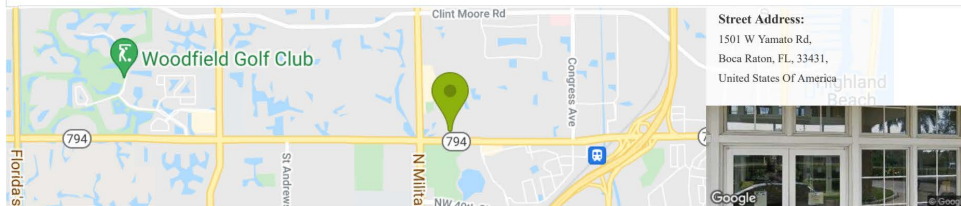
<p>D-U-N-S Number: 01-730-5520 Phone: +1 877-387-0188</p>	<p>Address: 1501 W Yamato Rd, Boca Raton, FL, 33431, United States Of America Web: www.redhawkus.com Endorsement: bwilliams@adt.com Exclude from Portfolio Insight: <input type="checkbox"/></p>
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Summary

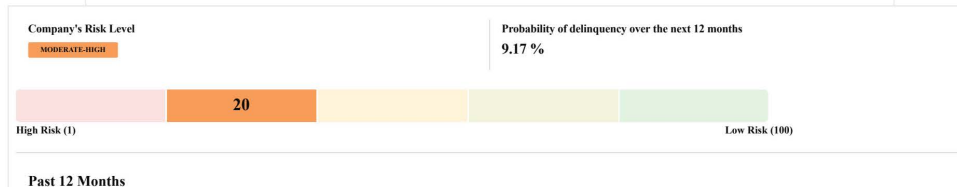
KEY DATA ELEMENTS (Formerly: SCORE BAR)		
KDE Name	Current Status	Details
Delinquency Score Raw	↑ 472	Moderate to High Risk of severe payment delinquency.
Bankruptcy Found	N	
Years In Business	22 Years	

COMPANY PROFILE

D-U-N-S 01-730-5520	Mailing Address UNITED STATES	Employees 1,450 (65 here)
Legal Form Corporation (US)	Telephone +1 877-387-0188	Age (Year Started) 22 Years (1999)
History Record Clear	Website www.redhawkus.com	Named Principal Michael Mcwilliams , CEO
Date Incorporated 06/17/1999	Present Control Succeeded 2012	Line of Business Security systems services
State of Incorporation COLORADO		SIC 73829901
Ownership Not publicly traded		NAICS 561621



DELINQUENCY SCORE (Formerly Commercial Credit Score)



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D&B Finance Analytics



D&B RATING

<p>Employee Size</p> <p>IR : 10 employees and over</p> <p>Current Rating as of 03/11/2021</p>	<p>Risk Indicator</p> <p>4 : Higher than Average Risk</p>
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D&B MAX CREDIT RECOMMENDATION

MAXIMUM CREDIT RECOMMENDATION

US\$ 190,000

The recommended limit is based on a high probability of severe delinquency or business failure. Guarantee Advised.

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Risk Assessment

D&B RISK ASSESSMENT

<p>OVERALL BUSINESS RISK</p> <table border="1"> <tr> <td style="text-align: center;">HIGH</td> <td style="text-align: center;">MODERATE-HIGH</td> <td style="text-align: center;">MODERATE</td> <td style="text-align: center;">LOW-MODERATE</td> <td style="text-align: center;">LOW</td> </tr> </table> <p>Dun & Bradstreet thinks...</p> <ul style="list-style-type: none"> Overall assessment of this organization over the next 12 months: SIGNIFICANT-FINANCIAL-STRESS-CONCERNS Based on the predicted risk of business discontinuation: HIGHER-THAN-AVERAGE-RISK-OF-FINANCIAL-STRESS Based on the predicted risk of severely delinquent payments: HEIGHTENED POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS 	HIGH	MODERATE-HIGH	MODERATE	LOW-MODERATE	LOW	<p>MAXIMUM CREDIT RECOMMENDATION</p> <p>US\$ 190,000</p> <p>The recommended limit is based on a high probability of severe delinquency or business failure. Guarantee Advised.</p>
HIGH	MODERATE-HIGH	MODERATE	LOW-MODERATE	LOW		

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

<p>Viability Score</p> <p>Compared to All US Businesses within the D&B Database:</p> <ul style="list-style-type: none"> Level of Risk:Low Risk Businesses ranked 4 have a probability of becoming no longer viable: 5 % Percentage of businesses ranked 4: 14 % Across all US businesses, the average probability of becoming no longer viable:14 % 	<p>Portfolio Comparison</p> <p>Compared to All US Businesses within the same MODEL SEGMENT:</p> <ul style="list-style-type: none"> Model Segment :Established Trade Payments Level of Risk:Moderate Risk Businesses ranked 6 within this model segment have a probability of becoming no longer viable: 5 % Percentage of businesses ranked 6 with this model segment: 9 % Within this model segment, the average probability of becoming no longer viable:5 %
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D&B Finance Analytics

Data Depth Indicator
Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:
Company Profile Details:

- Financial Data: **False**
- Trade Payments:
- Company Size:
- Years in Business:

Z

Subsidiary

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE

1

High Risk (1) Low Risk (100)

- Composite credit appraisal is rated limited
- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of slow payment experiences to total number of payment experiences
- UCC Filings reported
- High proportion of past due balances to total amount owing
- High number of enquiries to D&B over last 12 months

Level of Risk High	Raw Score 1326	Probability of Failure 5.02 %	Average Probability of Failure for Businesses in D&B Database 0.48	Class 5
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Business and Industry Trends

▲ FAILURE SCORE ▢ Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	1
Region:(SOUTH ATLANTIC)	48
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	52
Employee ranges:(500+)	61
Years in Business:(6-10)	43

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE

20

High Risk (1) Low Risk (100)

- Proportion of past due balances to total amount owing
- Proportion of slow payments in recent months
- Higher risk industry based on delinquency rates for this industry
- Limited time under present management control
- Evidence of open liens

Level of Risk Moderate-High	Raw Score 472	Probability of Delinquency 9.17 %	Compared to Businesses in D&B Database 10.2 %	Class 4
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Business and Industry Trends

▲ DELINQUENCY SCORE ▢ Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

<https://na4.dnbi.com/dnbiweb/#/dnbi/vae-report/017305520/printPdf>

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D&B Finance Analytics

Norms	National %
This Business	20
Region:(SOUTH ATLANTIC)	43
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	43
Employee range:(500-38527)	84
Years in Business:(6-10)	43

D&B PAYDEX

When weighted by amount, Payments to suppliers average 23 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 75

D&B 3 MONTH PAYDEX

Based on payments collected 3 months ago. When weighted by amount, Payments to suppliers average 23 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 75

7382 - Security systems services

△ PAYDEX
 □ Industry Lower Quartile
 ○ Industry Median Quartile
 ✱ Industry Upper Quartile

D&B RATING

Current Rating as of 03/11/2021		History since 11/21/2012	
Employee Size	Risk Indicator	Date Applied	D&B Rating
1R : 10 employees and over	4 : Higher than Average Risk	12/26/2018	--
Previous Rating		07/24/2018	1R4
Employee Size		09/08/2016	1R3
1R : 10 employees and over		04/23/2015	1R4
		03/13/2015	1R3

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour 23 Days Beyond Terms	% of Trade Within Terms 49%	Highest Past Due US\$ 400,000
Highest Now Owing: US\$ 1,000,000	Total Trade Experiences: 231 Largest High Credit: US\$ 2,000,000 Average High Credit: US\$ 29,994	Total Unfavorable Comments : 1 Largest High Credit: US\$ 5,000 Total Placed in Collections: 2 Largest High Credit: US\$ 0

D&B PAYDEX

When weighted by amount, Payments to suppliers average 23 days beyond terms

D&B 3 MONTH PAYDEX

Based on payments collected 3 months ago. When weighted by amount, Payments to suppliers average 23 days beyond terms

E. Describe any green or environmental initiatives or policies.

Through the broader ADT organization, ADT Commercial remains committed to helping ADT reduce its impact on the environment, and in the past six years, we have not experienced any reportable spills or releases to the environment throughout our business. At our larger ADT locations, we have invested significant time and resources to reduce greenhouse gases and have focused on efficiency improvements in lighting, air handling, and data operations.



We continue to promote environmental stewardship throughout our business by implementing and executing on our ADT Environmental Absolutes, which applies a focus on complying with environmental requirements, responsibly addressing proper disposal of waste streams, and promoting recycling of materials, including 100% of electronic waste and 100% return of all used batteries. We have a waste recycling/diversion program in place at all of our call centers and office locations. In 2019, 85% of non-hazardous waste materials generated at ADT were recycled, as part of our recycling efforts.

In 2019, we launched a compology initiative in conjunction with our waste broker, New Market Waste. Sensors were placed inside our dumpsters in 53 locations to monitor waste levels and reduce unnecessary trash hauls. We are pleased to announce that this initiative has resulted in more than 3,000 fewer trash hauls and reduced our expense by \$108,000 in 2019. We will continue to expand this program in 2020 in the quest to reduce our carbon footprint.

2020 SASB INDEX REPORT

ADT Inc. (the “Company”) places a strong focus on our environmental impact, social responsibility, and corporate governance. In furtherance of our ESG goals, ADT is aligning its reporting to the Sustainable Accounting Standards Board (“SASB”) voluntary framework. The tables below reflect ADT’s first year reporting metrics in accordance with the SASB “Professional & Commercial Services” and “Software & IT Services” standards. Unless otherwise specified, the data provided represent the metrics for the 2020 year.

This report has not been externally assured. We have internal control processes in place to manage the collection, verification, and reporting of information and we worked with an outside advisor in the process for defining the report content, including engaging stakeholders to review the reasonableness and materiality of all metrics reported. We are considering implementing an external assurance process in the future. The data included in these tables may differ from other disclosures to conform to the SASB reporting requirements.

PROFESSIONAL & COMMERCIAL SERVICES STANDARD

Topic	Accounting Metric	Category	Unit of Measure	Code
Data Security	Description of approach to identifying and addressing data security risks	Qualitative	N/A	SV-PS-230a.1
	<p>ADT's Response: Our Chief Information Security Officer, who reports to our CIO & EVP Field Operations, is responsible for maintaining and supervising our data security programs. ADT is committed to protecting the data we collect and maintain on behalf of our customers. Our data security program is based on: centralized coordination; administrative, technical, and procedural safeguards; risk assessment and management; monitoring, testing and reporting; and clear training and awareness. The Board receives enterprise risk management reports at their regularly scheduled meetings. ADT tracks all of our risk assessments and reporting activities.</p>			
	Description of policies and practices relating to collection, usage, and retention of customer information	Qualitative	N/A	SV-PS-230a.2
	<p>ADT's Response: ADT's information security policies include: Risk Management Policy; IT Security Acceptable Use Policy; ADT Code of Conduct; Protecting Personal Identifiable Information (PII) Policy; Personal Data Protection and Privacy Policy; Addendum A to ADT Interim Remote Work Policy; ADT Asset Protection Policy; ADT IT Security Standards; ADT Records Management Policy; ADT Contact Center Remote Work Policy; and ADT Social Media Policy.</p>			

3

Topic	Accounting Metric	Category	Unit of Measure	Code
	<p>We reinforce these policies through regular trainings for the relevant employees, as well as annual security awareness training for all ADT team members. ADT maintains automated cybersecurity monitors in addition to a round-the-clock team of certified security operations professionals to detect potential malicious activity.</p>			
	(1) Number of data breaches, (2) percentage involving customers' confidential business information (CBI) or personally identifiable information (PII), (3) number of customers affected	Quantitative	Number, Percentage (%)	SV-PS-230a.3
	<p>ADT's Response: ADT strives to maintain and continually improve its data security programs. In accordance with ADT's data security and privacy policies, ADT investigates any suspected unauthorized access to personal data and other protected information, and takes appropriate action to remediate any issues, notify impacted parties, or otherwise as deemed necessary, particularly where such circumstances would be considered a data breach.</p> <p>Data breaches that may result in a material adverse effect on ADT's financial position or the business would be disclosed in our public filings with the Securities and Exchange Commission.</p>			
Workforce Diversity & Engagement	Percentage of gender and racial/ethnic group representation for (1) executive management and (2) all other employees	Quantitative	Percentage (%)	SV-PS-330a.1

4

Topic	Accounting Metric	Category	Unit of Measure	Code
	<p>ADT's Response: ADT is committed to diversity and inclusion and strives to create a workplace that provides opportunities for professional development for all of our team members.</p> <p>In 2020, we took a meaningful step towards our commitment by establishing our Inclusive Diversity and Belonging Council, educational and learning opportunities, and Business Employee Resource Groups. Members of the Inclusive Diversity and Belonging Council represent a broad cross section of our organization and are expected to help build enterprise initiatives, by elevating inclusion and diversity as a business priority across the organization, that include measurable goals and accountability.</p> <p>While ADT is proud of its diversity and inclusion efforts, we aim to have greater gender, racial and ethnic representation throughout the Company, including at the senior leadership levels.</p> <p>Overall Population Female: 31.3% Racial/Ethnic Representation: 41.4%</p>			
	Employee engagement as a percentage	Quantitative	Percentage (%)	SV-PS-330a.3
	ADT's Response: ADT plans to conduct an employee engagement survey in 2021.			
Professional Integrity	Description of approach to ensuring professional integrity	Qualitative	N/A	SV-PS-510a.1

5

Topic	Accounting Metric	Category	Unit of Measure	Code
	<p>ADT's Response: ADT maintains a robust and comprehensive Ethics & Compliance Program (the "Program") that includes the ADT Code of Conduct (the "Code of Conduct") that sets forth, among other things, ADT's commitment to full compliance with all relevant laws. The Program includes monitoring compliance with the Code of Conduct and periodic evaluations of the effectiveness of the Program and our policies. The Program also provides an ethics reporting system whereby ADT's employees and agents can report or seek guidance regarding potential or actual criminal or unethical conduct anonymously and without fear of retaliation.</p> <p>ADT has established policies and procedures that incorporate a culture of compliance into our day-to-day operations including policies and procedures that directly address bribery, corruption, gifts and entertainment and conflicts of interest, among others. All employees are regularly trained on ADT policies and the Code of Conduct, and are required to affirmatively review and re-commit to abiding by the Code of Conduct on an annual basis. Adherence to the Code of Conduct is a condition of employment.</p> <p>ADT has also established the ADT Ethics Line for anonymous reporting of any suspected violations of the Code of Conduct and has a strict zero tolerance policy against retaliation for making good faith reports of concerns. ADT's Code of Ethics is accessible through the Company's website.</p>			
	Total amount of monetary losses as a result of legal proceedings associated with professional integrity	Quantitative	Reporting currency	SV-PS-510a.2
	ADT's Response: Legal proceedings associated with professional integrity that may have a material adverse effect on ADT's financial position or the business would be disclosed in our public filings with the Securities and Exchange Commission.			

6

Topic	Accounting Metric	Category	Unit of Measure	Code
Activity	Number of employees by: (1) full-time and part-time, (2) temporary, and (3) contract	Quantitative	Number	SV-PS-000.A
	ADT's Response: Full time: 20,404 Part time: 130 Temporary (generally interns): 10 ADT also works with a number of companies to fulfill contractual employment needs that arise. ADT does not currently track its contracted employees.			

For more information contact:

David Brightly Director - EHS, Compliance dbrightly@adt.com	Derek Fiebig VP Investor Relations DerekFiebig@adt.com
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F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

As an organization, we’re continuously striving to employ a workforce that looks more like the communities we serve. We recognize that within our industry, there is a significant lack of diversity—in gender, people of color, and individuals with disabilities. While ADT Commercial does have minority leaders and employees, we know that we—and the entire industry—will benefit from an increase in workforce diversity. ADT Commercial is committed to being an agent of change in this area.

While we’ve always strived to be an organization focused on inclusion, we’re making decisive strides to create that change. First and foremost, we’ve identified key leaders from our workforce to form a Diversity Committee to work directly with our executive leadership to develop a company-wide diversity strategy. This committee is dedicated to helping us to determine how we at ADT Commercial can best structure our organization and initiatives to be an accountable representative of the company’s core values to represent our organization authentically within the communities we serve. We committed to engaging in a more consistent conversation on the topic of diversity—in our hiring practices, in our mentorship programs, and throughout our company culture. But this is just the beginning, we hope to utilize the paths we’ve laid out through our apprenticeship program, mentorship programs, and opportunities for career progression to develop a more diverse candidate pool and kick off a wave of sustainable change within the industry.

ADT Commercial is committed to diversity and inclusion and strives to create a workplace that provides opportunities for professional development for all our team members. In 2020, we took a meaningful step towards our commitment by establishing our Inclusive Diversity and Belonging Council, educational and learning

opportunities, and Business Employee Resource Groups. Members of the Inclusive Diversity and Belonging Council represent a broad cross section of our organization and are expected to help build enterprise initiatives, by elevating inclusion and diversity as a business priority across the organization, that include measurable goals and accountability. While ADT is proud of its diversity and inclusion efforts, we aim to have greater gender, racial and ethnic representation throughout the Company, including at the senior leadership levels.

Overall Population Female: 31.3% Racial/Ethnic Representation: 41.4%

ADT Commercial Diversity Subcontractor Program:

To further ADT Commercial's diversity and inclusion mission, we've established our Diversity Subcontractor Program to provide access to subcontracting work to underserved and underutilized minority-owned businesses in the communities we serve.

This program allows us to invest in the future of commercial security by establishing strategic partnerships with diverse contractors that provide expanded solutions and enhanced service capabilities for our customers. With the goal of looking like the communities we serve; ADT Commercial is developing top system integration talent and security partners to provide a holistic approach to the problems we solve.



SUBCONTRACTOR ONBOARDING PROCESS:

ADT Commercial is a very diverse organization and has several diversity-focused programs available to our contractor partners.

- A request to onboard a company is received by the Sub Compliance Dept.
- Invitation to join ADT Commercial is sent with a link to an application.
- Subcontractor fills out the application and uploads required documents.
- Application is reviewed if acceptable MSA is sent for signature.
- Once the MSA is fully executed the onboarding package is sent to AP.
- AP performs their verifications and issues a Vendor Number in Oracle.
- A congratulation email is sent to the Subcontractor along with executed MSA

There is a total of 141 Diversity Subcontractor companies out of a list of 1,373 subcontractor companies on our current Master Subcontractor List, (that represents 10%) ADT Commercial has spent \$5,174,054 this year with 84 of the Diversity companies.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

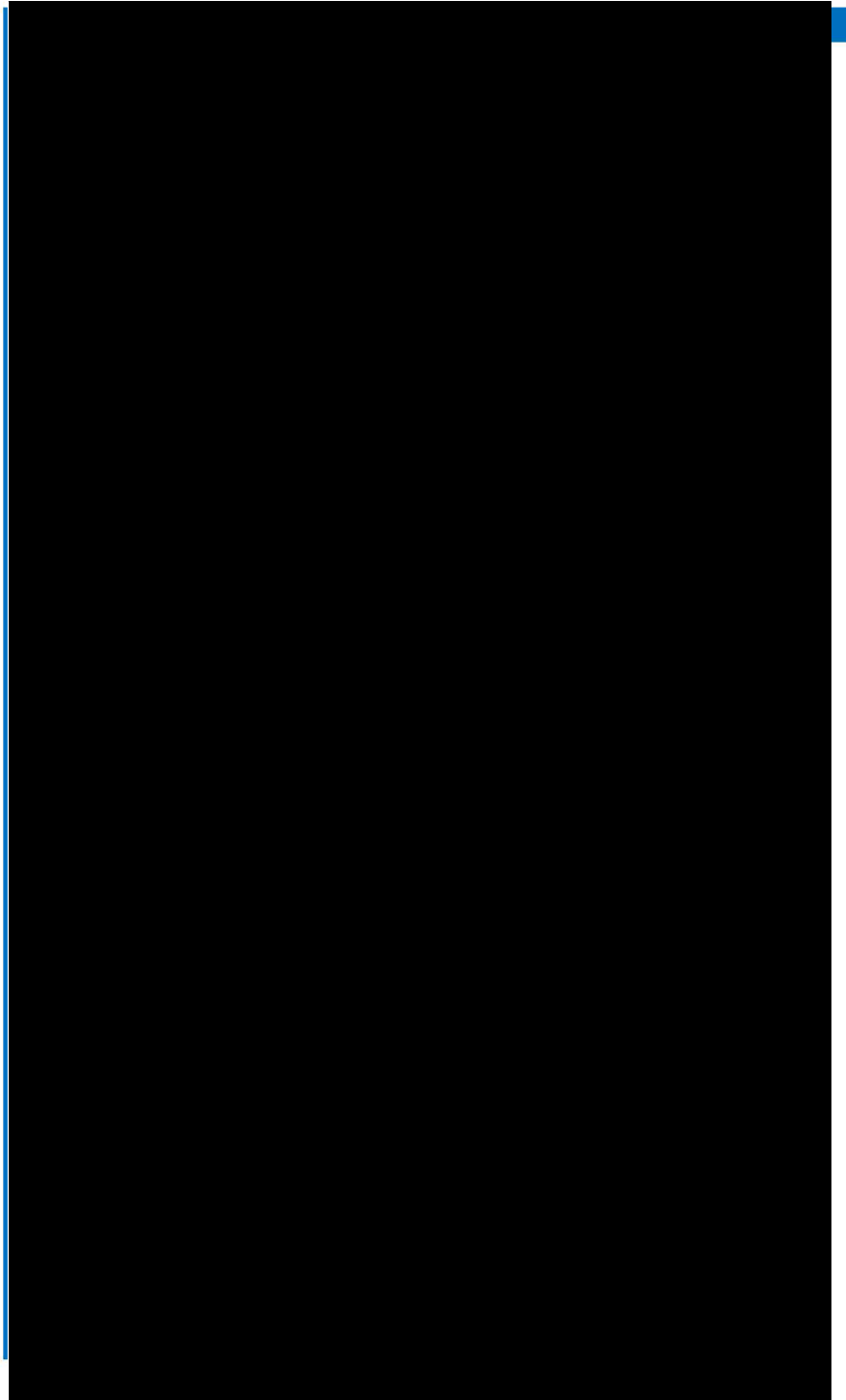
If yes, list certifying agency: _____

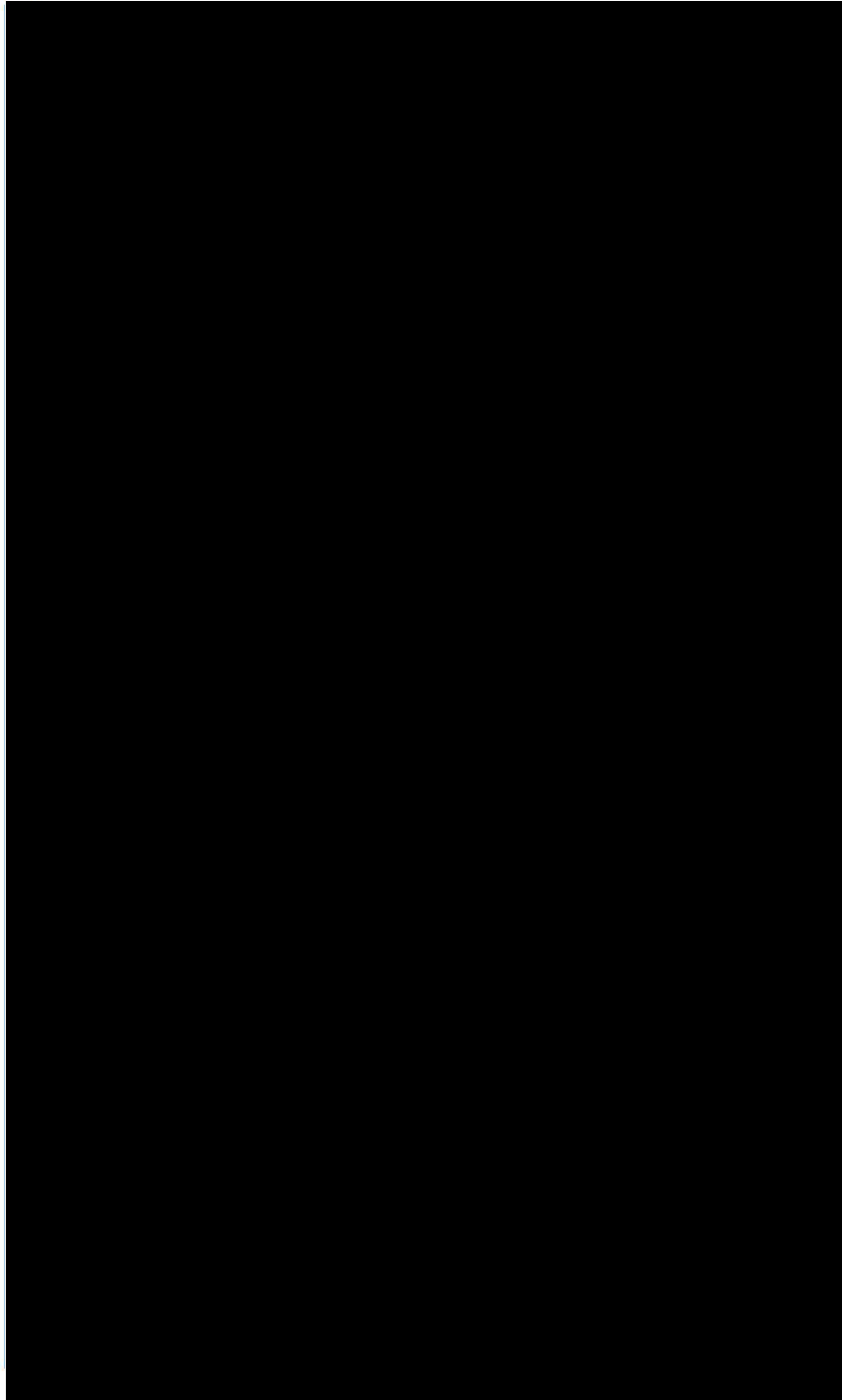
e. Other recognized diversity certificate holder

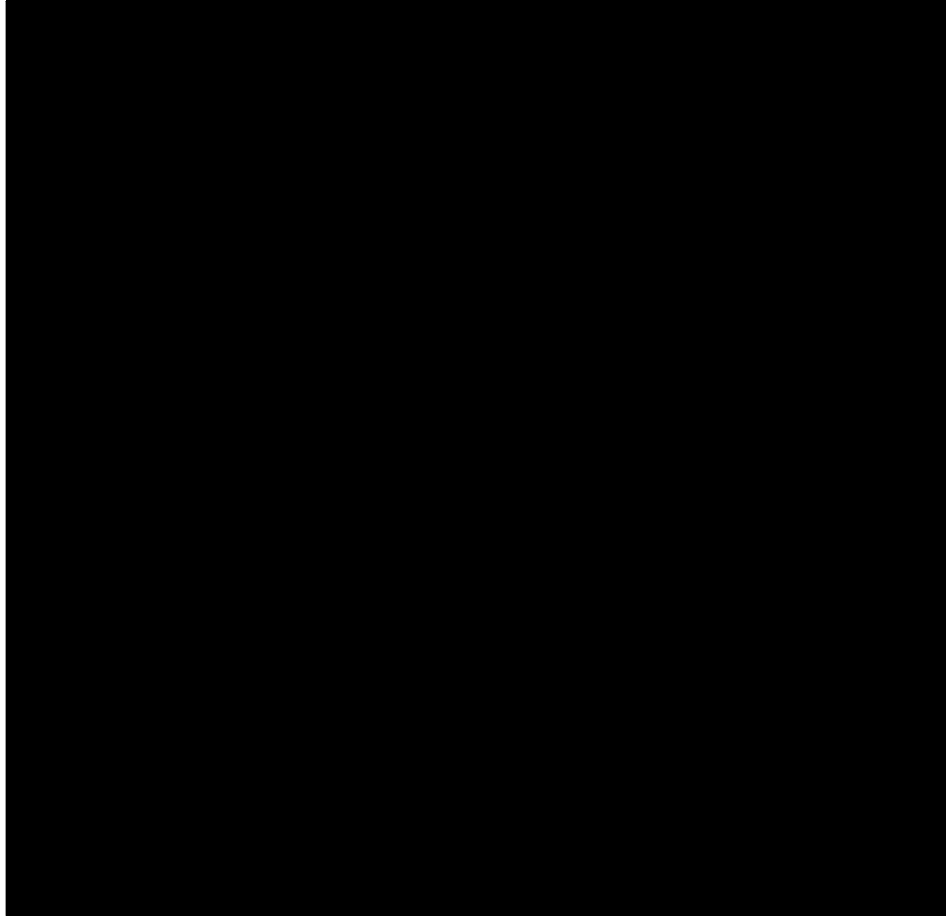
Yes No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.







I. Describe how the supplier differentiates itself from its competitors.

ADT Commercial is one of the largest securities, fire & life safety integration organizations in the united states, with over 150+ locations and 4500+ commercial employees caring for over 500,000 customers nationally.

The way we differentiate ourselves from our competitors is through several key principles and leveraging the experience of our people and their talents to deliver exceptional top-line customer care and experience.

Our commitment to customers

These guiding principles are the foundation of ADT Commercial. They drive our success as we strive to deliver customer service excellence at every point of interaction.



Customers are Our True North

We know that our reputation is based on how we serve our customers.



Our People are the Difference

We strive to be the best technically-trained team in the business.



Dedicated to Commercial

We are 100% focused on our commercial customers.



One Ideal Partner

We are the premier holistic solutions partner—a full-service national company with nimble local delivery teams.

Each of our customers should feel important and valued. Our employees are empowered to make the right decisions to address our customers’ needs and concerns with urgency. Our reputation is based on how we serve our customers. We are measured and held accountable daily for customer service excellence and are transparent with our performance.

The ADT Commercial Family, built on the heritage of 15+ commercially focused security companies, is made up of empowered, tenured, and highly technical professionals. We prioritize our employee development and help them create solid career paths. We will create a culture where we attract and retain top-tier talent as we strive to be the best technically trained team in the business.

We are ADT Commercial. We are part of a 145+ year American-based security, fire, and life safety company with a dedicated commercial division. We serve the needs of mid-market, national, and large-scale organizations, addressing the risks our customers face every day. We are 100% focused on our commercial customers.

We are the premier holistic solutions partner—a full-service national company with nimble local delivery teams. We have an advanced suite of end-to-end solutions to help meet our customers’ security, fire, and life safety concerns. Every customer’s needs are unique, and we provide custom, flexible, and scalable solutions to help manage the specific risks they face.

J. Describe any present or past litigation, bankruptcy, or reorganization involving the supplier.

ADT Commercial LLC ("ADT Commercial") has approximately 4,400 employees operating out of over 150 operation centers or branch office locations. It manages a fleet of approximately 100 vehicles and provides installation, monitoring, and maintenance services of and for fire detection systems, intrusion detection/security systems, sprinkler, and fire suppression systems, access control systems, ATM and banking security systems, nurse call and medical alert systems and other life safety-related & security systems for over 500,000 commercial or governmental customer nationwide. Given the scope and nature of its business operations, ADT Commercial is subject to, pursues, or is peripherally involved or named in administrative and/or litigation matters in the ordinary course of its business. The types of litigation/legal matters of record are varied and wide-ranging, including, among other things: ADT Commercial named as a creditor to a customer/debtor under bankruptcy and/or foreclosure matters; employee wage garnishment proceedings; commercial collection matters; traffic citations; ordinance [false alarm] citations; automobile negligence actions; alarm operations civil litigation (most typically insurance subrogation claims). Because of the volume and geographic diversity of routine, non-material legal matters that ADT Commercial sees in the ordinary course and the different internal functional groups that may be responsible for handling particular types of matters, and further given the dynamic and routine reality of new matters being filed and existing matters being closed, it becomes burdensome to the point of impracticality for ADT Commercial to list all such matters at any point in time, let alone for any defined or undefined period. There is no matter currently that has or may have a material adverse impact on ADT Commercial's ability to perform its contractual obligations to any customer. If there is any particular matter of which the County is aware and for which the County requests additional information, please identify it and ADT can respond further.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable.
- ~~b. is not owned or operated by anyone who has been convicted of a felony, or~~
- ~~c. is owned or operated by an individual(s) who has been convicted of a felony and provide the names and convictions.~~


















L. Describe any debarment or suspension actions taken against the supplier. ADT Commercial LLC does not have any debarment or suspension actions taken against it.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of the line. Describe the full line of products and services offered by supplier.

ADT Commercial has access to some of the world’s best-integrated security & life safety enterprise-level products and manufacturers We use these partner products to deliver our integrated solutions and services to participating agencies looking for a trusted, experienced company. Our products and solutions are continually being developed to meet our customer’s needs.

OUR SERVICES:

- | | |
|---|---|
|  Access Control |  Intrusion Alarm Systems |
|  Alarm Monitoring |  Network Deployment & Management |
|  Analytics & Reporting |  Risk Management Consulting Services |
|  ATM & ITM |  Security-Only Networks |
|  eSuite SM Account Management |  Sprinkler Systems <i>(in select markets)</i> |
|  Fire Alarm Systems |  Structured Cabling |
|  Health & Nurse Call |  System Customization, Installation & Support |
|  Hosted & Managed Services |  Video Solutions |
|  Integrated Solutions | |

ACCESS CONTROL

From the reduction of theft and violence to maintaining the security of facilities, there are multiple reasons for implementing effective access control. Terrorists, disgruntled customers, and dishonest employees pose great risks to organizations of any size in any industry, but access control systems provided and installed by a company you trust can help mitigate these risks.

- Control the entire facility or just specific areas within your building
- Limit access to specific parts of your building by date/time or by the cardholder
- Control access to parking facilities, elevators, and more
- Provide badges with images included
- Open doors with a mobile device using cloud access
- Use automated system management to save time and manual work

We understand the importance of identifying each person who enters campus facilities and offers comprehensive reporting to help implement access management. Agencies

will receive an audit trail of site access by user, date, and time. With the integration of surveillance cameras, you can watch what is happening in multiple facilities. We can also connect with your intrusion detection system.



CENTRAL STATION MONITORING

ADT Central Station monitoring services can help to increase your efficiency while mitigating your losses. Through our partnership, you’ll know that your company is protected, all while staying within budget.

- ADT Commercial infrastructure reliability meets or exceeds regulatory requirements.
- Our monitoring centers are UL Certified and FM Approved to provide business alarm monitoring, service dispatching, technical assessment, and support services.
- Your business enjoys three layers of business security monitoring that provide protection: through our primary computer system, our on-site backup system, and off-site at our Disaster Recovery Center.
- We believe that transparent data delivery and analytics are core services that add value to the customer experience.
- We provide multiple data access, reporting, and analytics tools to help our customers use the data we collect to improve their security programs and lower costs.

We are one of the only security service providers that ban “phone trees” for incoming calls. All calls to our monitoring and customer service centers are answered by an associate who is trained to assist you. In jurisdictions that have adopted ASAP, we can enact the protocol for faster, more accurate, and two-way communications with dispatching agencies for better response time by authorities.



VIDEO SURVEILLANCE SYSTEMS

Whether you need an IP-based enterprise-level solution with hundreds of cameras or a simple system to secure a satellite location and everything in between, we have the technical expertise and resources. We can help agencies choose the video surveillance system that is right, not only for their facilities but also within budget. Additionally, our advanced video solutions can be integrated with other technologies, including intrusion detection systems and access control systems, to deliver a holistic approach to securing your business. Our team of professionals is here to help.

Our digital recording solutions include DVRs, NVRs, and networked servers that provide bandwidth-friendly solutions. This allows your security team remote access to the system to observe and research events using analytics and tools that pinpoint video events. In many cases, we can work with your legacy IT infrastructure to route video throughout your enterprise, or we can help you enhance your security and efficiency by having our integrated solutions team deploy a security-only network.

Video Data:

We offer several solutions that can help you review videos and make smart decisions. Our core products include:

Cloud-hosted video

Enhance your security without large capital investment or costly IT maintenance resources—using cloud computing and IP video.

Alarm event video

Save alarm events so you can view them in your eSuite portal along with alarm data. Video events can be tied to exceptions—like out-of-schedule panel disarm events—and then saved and viewed online at your convenience.

IT-friendly video

Overcome the bandwidth constraints of your network. We understand how to make video surveillance work with your legacy IT systems, and we can also show you how to achieve efficiencies by deploying a security-only network.

Web and mobile security management

Control and view live video from on-site cameras. You’ll be able to monitor the situation at your organization with a full-color video that can be easily downloaded—even to your mobile device.

Video analytics

Use advanced, pattern-based analytics to cover high-threat areas in buildings or specified zones. If your system is triggered, the signal and video footage of what caused the alarm are sent not only to an ADT Commercial video monitoring center but also to your PC or smartphone. From there, a highly trained professional from our monitoring center will review the alarm signal and verify the crime and call emergency services, if appropriate. Video records are then stored at the edge, reside in the cloud, or stored on-site using DVRs, NVRs, and IT servers.



ANALYTICS AND REPORTING

To make the most of any security investment, you need historical data available at the touch of a button. You also need reports that help you make sense of the raw figures in real-time. With ADT Commercial, you get the tools you need to view, manage, and analyze site activity to help you get the most from your security system investments.

- Test burglar alarms
- Create location schedules
- View contacts for a location
- Edit contacts for a location
- Access panel information for all locations, and location-specific data, such as product photos and fire alarm inspection data for easy retrieval later
- Track permit numbers and expiration dates
- Assign location permissions
- Run reports of all ADT Commercial products installed at each of your locations to check install dates, warranties, maintenance reports, and replacement costs
- View video associated with burglar alarms for up to a year after the alarm

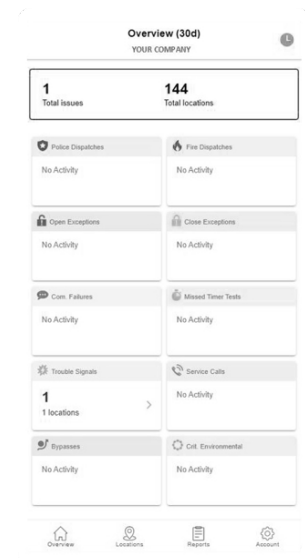
Part of the reason we’ve focused our attention on data collection and presentation is that our customers have identified reporting as a way to turn information into action. In the modern business environment, data collection is moving from optional to mandatory.

eSUITE ACCOUNT MANAGEMENT

We listened to the current and evolving needs of customers, then designed eSuite to address them. This next-generation tool is highly intuitive and provides to-the-minute, actionable insight into your organization.

- Add and update your contacts and alarm codes
- Manage system status
- Place systems on test
- View video verified alarm events
- Verify and update open and close schedules
- Pay and view invoices
- Manage users and permission roles
- Manage permits
- Implement dual-factor authentication
- Manage keypad codes

eSuite™ helps businesses of all sizes streamline and manage their security programs with real-time data, using a secure online portal and mobile app.



FIRE AND LIFE SAFETY

Work with seasoned professionals on your comprehensive fire and life safety plan from ADT Commercial and rest assured that you have the help you need to be ready to deal with challenges before they appear.

The ADT Commercial National Fire and Life Safety Team (NFLST) can install and maintain fire systems to help protect commercial facilities of all sizes across a wide range of industries. Before starting any project, we assess your specific needs and then develop an integrated solution that works today—and can expand to help meet your future needs.

We utilize NICET Certified (National Institute for Certification in Engineering Technologies) technicians, installers, and inspectors who understand your business, landscape, and risks. Our staff members also enrich their life safety knowledge with other certifications and advanced courses in fire and life safety and are qualified to deploy systems for businesses of all sizes.

- Fire Detection Fire
- Suppression Solutions
- Wet fire sprinklers
- Dry fire sprinklers
- Fire pumps and controllers
- Pre-action fire sprinklers
- Deluge fire sprinklers
- Fire extinguishers
- Hood suppression systems
- FM 200
- CO2 low & high pressure
- Halon systems replacement/retrofit
- Novec 1230 Argonite Foam Systems
- Mass notification



We also offer high sensitivity and specialty hazard detection, and, in the event of an emergency, color-coded LEDs will help you pinpoint alarms. We offer sensitivity adjustments for environmental factors, too.

Our complete line of passive fire protection services is even customizable. It includes fire and smoke damper inspections, fire damper and smoke damper repairs, fire door inspections, firestop survey and installation, and photoluminescence egress marking systems. Just having a fire detection system isn't enough. You need to ensure that your system and the team behind it can meet the needs of your business and everyone involved



EMERGENCY RESPONDERS' COMMUNICATION ENHANCEMENT SYSTEMS (ERCES)

The safety of occupants and first responders often depends on the reliable availability of firefighter, EMS and police two-way radio communication. Building materials, particularly high-efficiency material such as low-E glass, can substantially dampen outdoor radio signals from public safety radio towers, making indoor levels too low to meet International Fire Code Section 510, NFPA 72 National Fire Alarm and Signaling Code or the NFPA 1221 Standard for the Installation, Maintenance, and use of Emergency Services Communications Systems

- Baseline coverage assessments
- Permitting and AHJ coordination
- Computer-based design
- Procurement of system hardware including FCC and UL Listed bidirectional amp (BDA)
- BDA configuration and optimization
- UL Listed monitoring services via phone lines or cellular connections

ADT Commercial is your One Ideal Partner for fire and life safety solutions. We work with contractors, local fire authorities and building owners to create turnkey and robust in-building ERCES, bi-directional amplifiers (BDA) and distributed antenna systems (DAS) to meet a jurisdictions adopted/amended fire code.

MANAGED SERVICES

Our ADT Commercial Network Operation Center can help design, implement, commission, manage, and monitor your security application IT network. The team can also help manage broadband connections. Because our engineers hold certifications in both Cisco and Meraki, they have the advanced knowledge required to design and implement the integrated security solution you need.



- Test your equipment.
- Schedule repairs
- Keep you connected.
- Alert you.
- Protect your data

Managed services can help your agency reduce costs associated with travel expenses, improve processes, mitigate network security risks, and enhance physical security. It will allow teams to focus on core competencies, while we help provide peace of mind by helping agencies keep security systems and components running as expected—while the system is monitored, the software is updated, and bandwidth is managed.

INTEGRATED SOLUTIONS

For agencies looking to optimize the efficiency of their defenses, ADT Commercial helps to seamlessly merge IT and security teams. When these two departments come together, the entire organization benefits through increased reliability and cost savings.

With consolidation comes sophistication, and not all vendors are prepared to offer an enterprise solution that can help. Our solutions might be right for you if you have high-end integrated solution needs coupled with sophisticated IP networked system requirements. Our industry-leading approach can help you reach peak efficiency by integrating technologies and customizing solutions.

We're a leader in the industry and we hold Cisco Cloud and Managed Services Express Partner Certification. Our Cisco Authorized Technology Partner Certification underscores our expertise in advanced and emerging technology. We are one of the few Cisco CMSP partners in the security industry.

Our dedicated team can also integrate visitor management and access control systems, intercom systems, alarm management, intrusion protection, perimeter security, video surveillance, managed video services, fire alarms, and more. We help agencies unify all of their video, data, and mobile applications for meaningful and cost-effective communications.

Customized systems

We can work with you to craft a system that supports your business. If you're not sure where to start, our auditing and evaluations program might help. We provide a variety of services ranging from risk and vulnerability assessments to full-scale project design packages.

Physical and digital solutions

Your team can surround you with support after the system goes live. The NOC focuses on providing real-time monitoring of IT-sensitive systems, including up/down status and network performance metrics.

If you run a complex business, we're just the partner you're looking for. We meet complex security needs such as those of clients related to energy markets, the pharmaceutical industry, and higher education.

ADT Commercial integrated solutions can offer agencies custom, enterprise-level security platforms and remote managed services to leverage their IT infrastructure to help create additional reliability and potential cost savings.

INTRUSION ALARM SYSTEMS

We can help protect agencies with proven, reliable technology. Whether at a facility or miles away from it, our state-of-the-art intrusion detection solutions and monitoring services give you peace of mind, so you can focus on your business. We don't provide

a one-size-fits-all solution. We design protection that takes the shape of your organization, helping choose the most robust intrusion system with the latest technology.

- Opening and closing reports that provide an audit trail of business hours
- The ability to expand, enhance, and customize the system
- Integration with fire alarm systems, security system access control, and video surveillance systems
- Flexible options, such as motion detectors, photoelectric beams, magnetic contacts, shock and pressure sensors, and glass break detectors
- Exit and entry time delay features

Our system detects motion and intruders, as well as other issues that can impact health and safety. We can monitor agency buildings for sump pump failure, sudden temperature changes, smoke, carbon monoxide and flooding. All these issues can be incredibly expensive, and our alerts can help customers step in and arrest the damage.



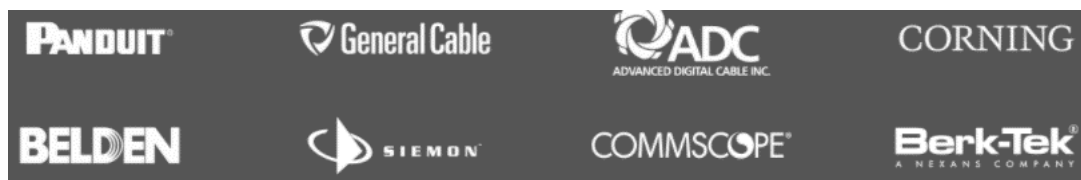
STRUCTURED CABLING:

We prepare, implement, test, and support highly dependable, scalable, and secure network cabling and premise low voltage cabling systems that will help meet today's needs and those of the future. We have installed thousands of Category 5e, 6, and 6a cables for hundreds of voice and data networks.

Our services include:

- Cat 5e, Cat 6, Augmented Cat 6, shielded/unshielded, twisted pair, voice/data
- Datacenter specialization/design and cabling
- Copper and fiber 10 gig connectivity for campus and data center applications
- Fiber optic cabling installation, fusion splicing, buried and overhead/outside plant cabling
- Data cabling for wireless networks as well as access point installation and configurations including point-to-point and point-to-multi-point systems
- Coaxial cable installation for CCTV, IP over coax, audio, and broadband uses
- Aerial/underground fiber-optic design-builds
- Fault location

We offer a suite of front-end and follow-up preparation services. We help to provide consultation, design, installation, and documentation of physical layer infrastructures and network connectivity that are commonly outsourced to multiple organizations. We have an in-house CAD department, and ADT Commercial employs full-time structured cabling technicians. We work to ensure that organizations have the proper submittal packages before integration begins, and we provide as-built drawings and cut-sheets after completion of the work.



COMPANY CERTIFICATION:

- Panduit Certified Installer
- Siemen CI Certified Installer
- CommScope Certified Installer
- Mohawk/CDT Installer
- Belden BRIC Belden Registered Installation Contractor
- Berk-Tek OASIS Contractor
- Leviton Certified Cabling Systems Contractor

We believe that testing and certification are paramount to customer satisfaction. We support and encourage our technicians to become BICSI-certified (Building Industry Consulting Service International). Having BICSI-certified data cabling technicians helps to ensure adherence to the highest quality standards for installation, termination, and testing. We also have BICSI-certified Registered Communications Distribution Designers (RCDD) and BICSI Network Transport Specialists (NTS) on staff and are Corning certified in terminating, splicing, testing, and troubleshooting both multimode and single-mode fiber.

INSTALLATION, INSPECTIONS AND MAINTENANCE

We professionally install your system, perform routine inspections and are standing by for needed repairs. Professionalism, integrity, and courtesy are just a few of our values. These values are brought to life by our highly trained commercial security installation technicians who can offer insightful hands-on technical support often within 24 hours of your call. From resolving service calls in a timely manner to offering the support of knowledgeable people at every point of interaction, we strive to deliver projects efficiently and independently with minimal interruption to you and your business.

Installation

We understand that your time is valuable and so we strive to streamline our installation process to take as little of it as possible. We pay close attention to your needs and are known nationally for our ability to install systems at many locations in a small window of time—with as little disruption to a customer's business as possible.

During the installation process, we keep you informed of the progress we're making. We follow the design documents carefully, and if we see an exception or an anomaly in those drawings, we work with you to correct it right away. In the case you're busy during the time of installation for one reason or another, you can depend on our unique Tech TrackerSM notification service to let you know who is going to be there, and when.

Code compliance

Laws have become increasingly complex for businesses of all types and sizes. Throughout the testing and acceptance phase our goal is to help you ensure that your system adheres to all proper codes, laws, and industry standards. Then we provide you with the documentation you need to help prove compliance later, if necessary.

Our installation team is comprised of certified professionals who strive to work with a minimum amount of disruption to you and your business. Both before and during installation, it is important to us that your business is able to carry on as usual.

As the average tenure of our service technicians is over 11 years, you can rest assured your installer is professional, knowledgeable, and prepared for the job.

Inspection Program

Your system must work around the clock to keep your assets safe. Testing helps to ensure that minor issues are caught and addressed before they have the chance to cause major disruptions. Testing is also a vital part of staying in compliance with local, state, and federal codes.

- Customized inspections
- Archived reporting

System Maintenance

Whenever you have a question or concern, it's our goal to have a live person available to take your call, not an automated telephone response system. Answer just a few questions, and you'll be ready for same-day or next-day service.

Tech TrackerSM

Using our unique Tech Tracker, simply identify one person in charge at your location, and we'll send service alerts that include:

- The date of the service call
- The time at which the technician will arrive
- The technician's name
- The qualifications and certifications of the technician
- A picture of your technician

Using our unique Tech Tracker, simply identify one person in charge at your location, and we'll send service alerts that include:

As an added layer of support, we will send an email when you're next in line for a service call. You'll be prepared to guide your technician to the source of the problem, and you won't waste time waiting around for them. Each of our technicians strives to be quick, courteous, and qualified. At the end of a service call, you'll be provided with an opportunity to give feedback. We take that feedback seriously, as we want to ensure that all our technicians give the level of service our customers deserve. If something isn't quite right, let us know and we'll address the issue.

ADT Commercial Maintenance Rewards Plan

All systems require ongoing maintenance. Take the guesswork out of performing proper maintenance—and let us help you avoid big, costly surprises—with the ADT Commercial Maintenance Rewards Plan. You'll even out your costs throughout the year, and we'll credit your funds if the money you invest isn't fully spent. This program is available to enterprise customers with 100 or more sites protected by ADT Commercial.

B. Describe how the supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

ADT Commercial is a nationwide integrator with over 150 locations. Our products and services are available to all State, Local, Educational customers in the continental united states including Hawaii and Puerto Rico.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Our State & Local government team oversees and is included in the approval of projects, products, and services that are being quoted and sold to participating agencies.

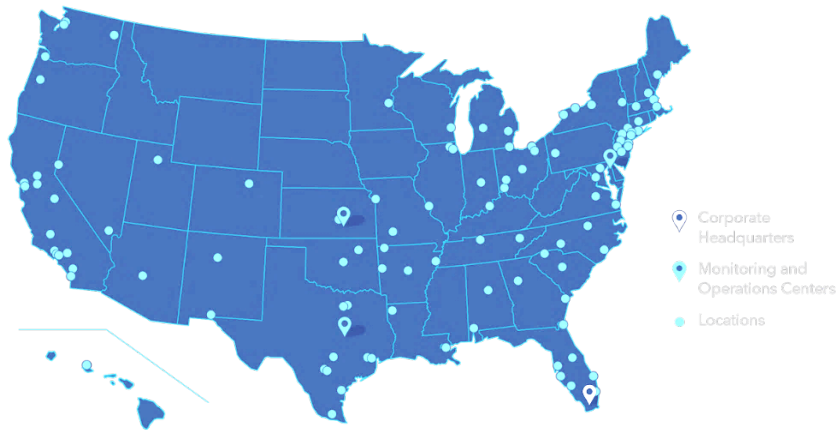
ADT Commercial manages contract pricing through our estimating software "Sales Pilot". Embedded in the estimating tool are digital catalogs/price books which house the negotiated pricing submitted through RFP response. All estimates that are developed through Sales Pilot using the correct pricing/catalog and shared with the membership will match. ADT tracks, each sale submitted to a member through our estimating tool using unique identifiers assigned to OMNIA partners. If additional information is needed our team can facilitate communications with the appropriate departments.

D. Identify all other companies that will be involved in processing, handling, or shipping the products/service to the end-user.

Our local offices manage the processing, handling, and delivery of products and delivering services for our customer projects.

E. Provide the number, size, and location of Supplier's distribution facilities, warehouses, and retail network as applicable.

ADT Commercial has 150 Local offices that provide several functions for our service, installation, and sales departments for those regions' manager inventory and product for projects in that specific branch region. Facility size is various.



3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from the award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within the first 10 days**

CONFIRM

- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days**

CONFIRM

To communicate executive endorsement and sponsorship of the Master Agreement award, ADT Commercial would implement the following strategy:

- Internal communication would be prepared from executive leadership to all employees, announcing the award of the Master Agreement and the scope of the partnership. If a town hall presentation is applicable, executive leadership will prepare one to communicate more about the partnership to employees.
- In partnership with all parties, a press distribution announcing the award of the Master Agreement with a quote from executive leadership endorsing the relationship would be prepared, posted to the ADT newsrooms, and delivered to appropriate industry trade publications and over the newswire, where applicable.
- Social media posts announcing the award of the Master Agreement would be shared on ADT Commercial company pages across social channels – primarily LinkedIn – and then reposted by executive leadership endorsing the partnership.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - i. OMNIA Partners standard logo;
 - ii. Copy of original Request for Proposal.
 - iii. Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier.
 - iv. Summary of Products and pricing.
 - v. Marketing Materials
 - vi. Electronic link to OMNIA Partners' website including the online registration page.
 - vii. A dedicated toll-free number and email address for OMNIA Partners

CONFIRM

ADT Commercial is committed to executing a marketing strategy targeted to new and existing customers within 90 days of the Master Agreement award.

COMMUNICATION

Generate awareness by developing a co-branded press distribution announcing the award of the Master Agreement with a quote from executive leadership endorsing the relationship would be prepared and delivered to appropriate trade publications. Master Agreement award messaging will also be shared with ADT Commercial employees via internal communications and to external stakeholders via the ADT Commercial social media channels. Continued messaging will be developed as necessary to promote the Master Agreement in national and regional trade publications throughout the term of the award.

DIGITAL

The co-branded press distribution will be published on the ADT Commercial website Resources section, which features industry news and alerts. A dedicated co-branded landing page will be created on the ADT Commercial website to highlight the Master Agreement award details, including the original Request for Proposal submission, a summary of ADT Commercial products and services, and corresponding marketing materials, and ADT Commercial contact information specific to Master Agreement customers. Content included on the landing page will be updated periodically and website traffic information will be used to inform and optimize updates.

SOLUTIONS

The Master Service agreement will be promoted through the creation of co-branded marketing materials, which could include collateral like brochures and sell sheets, presentation resources, case studies, or training documents. These items will be distributed to ADT Commercial employees, stored on an internal SharePoint website, and included on the co-branded landing page as necessary.

EVENTS

ADT Commercial will identify priority trade shows, conferences, and meetings to attend and participate in throughout the term of the Master Agreement, by establishing COVID-19 protocols. These could include the NIGP Annual Forum, NPI Conference, Regional NIGP Chapter Meetings, and Regional Coop Summits.

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.**

ADT Commercial has a national presence and holds several other cooperative contracts. Since ADT Commercial has purchased over fifteen (15) strategic security integration and fire alarm companies over the past two (2) years. We are assembling data from those acquisitions to determine what existing cooperative contracts are attached to those entities.

Our SLED vertical team will lead the organizations' introduction and training process to introduce the new contract.

ADT Commercial LLC currently holds the following cooperative contracts:

NAME	DESCRIPTION	CONTRACT
NASPO VALUEPOINT	Security & Fire Protection Services (2017 - 2022)	3407
TIPS-USA	Technology Solutions, Products and Services (2021 - 2026)	210101
EPIC-6	Security - Systems, Suppliers, Services (2020 - 2022)	RFP 4.21

ADT Commercial would treat OMNIA Master Agreement as a premier contract within our portfolio, we would intend to commit our marketing and sales resources to highlight the partnership when able.

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that the use of OMNIA Partners logo will require permission for reproduction, as well.**

ADT Commercial LLC can provide approved images for use in marketing materials upon request. All use of ADT Commercial LLC logo will need to be approved by ADT’s marketing leaders before use.

CONFIRM

- E. Confirm Supplier will be proactive in direct sales of Supplier’s goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier’s sales initiatives should communicate:**

ADT Commercial State and Local Government team will work with our Sales Executives, Marketing Department on the appropriate intake process for leads so our consultants can be timely in their response and prioritize the usage of cobranded SLED sales materials.

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

CONFIRM

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:**

ADT Commercial, confirms that our national sales consultants will be trained on the use of the Master Agreement.

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

- iii. Knowledge of benefits of the use of cooperative contracts

CONFIRM

G. Provide the name, title, email, and phone number for the person(s), who will be responsible for:

- i. Executive Support
- ii. Marketing
- iii. Sales
- iv. Sales Support
- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts

ADT Commercial has a dedicated team supporting our State & Local Government programs. Scott Wulforst manages and leads the direction of ADT Commercial's government programs.

PRIMARY CONTACT:

Scott Wulforst
 Director of State & Local Government Programs
scottwulforst@ADT.com
[775-287-8110](tel:775-287-8110)

NAME	TITLE	EMAIL	PHONE
Executive Support			
Rick Tampier	VP Enterprise Sales	richardtampier@adt.com	708-712-7717
Ken Teifer	VP Comm Sales	kteifer@adt.com	727-698-2512
Marketing			
Brittany Dupree	Dir Marketing	brittanydupree@adt.com	331-302-0087
Stephanie Latimer	Mgr Marketing	StephanieLatimer@adt.com	316-655-3526
Sales			
Greg Mastrosero	Dir NE	gmastroserio@adt.com	347-675-6134
Chris Mores	Dir Mid Atlantic	robertmorse@adt.com	240-614-3881
Vicky Lowe	Dir SE	victorialowe@adt.com	201-755-8587
Pat Leek	Dir Central	patleek@adt.com	480-353-0712
Brian Collignon	Dir West	briancollignon@adt.com	702-505-2154
Scott Wulforst	Dir State Local Gov Programs	Scott.wulforst@adt.com	775-287-8110
Sales Support			
Scott Wulforst	Dir State Local Gov Programs	Scott.wulforst@adt.com	775-287-8110
Financial Reporting			
Spring Knickrehm	Operations Analyst	sknickrehm@adt.com	316-352-2628
Accounts Payable			
Spring Knickrehm	Operations Analyst	sknickrehm@adt.com	316-352-2628
Contracts			
Scott Wulforst	Dir State Local Gov Programs	Scott.wulforst@adt.com	775-287-8110

H. Describe in detail how Supplier’s national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

ADT Commercial has a salesforce dedicated to the SLED and commercial vertical, these 800+ consultants balance their time working with existing and new customers.

Our national salesforce is broken down into five (5) Territories. Each Director manages the sales and their territory and the sales managers and sales consultants. Each regional territory has dedicated vertical champions that focus on the local market that they are responsible for.

Territory Sales Directors

Ken Teifer VP Commercial Sales			
Greg Mastrosero	Dir NE	gmastroserio@adt.com	347-675-6134
Chris Mores	Dir Mid Atlantic	robertmorse@adt.com	240-614-3881
Vicky Lowe	Dir SE	victorialowe@adt.com	201-755-8587
Pat Leek	Dir Central	patleek@adt.com	480-353-0712
Brian Collignon	Dir West	briancollignon@adt.com	702-505-2154
Scott Wulforst	Dir Gov Programs	Scott.wulforst@adt.com	775-287-8110



OMNIA member agencies will receive several support resources when contracting through ADT Commercial.

- Enterprise Solutions Team:
- Fire & Life Safety Team:
- Enterprise Security Risk Management Assessment and Evaluations (eSRG)
- Security & Solutions Architects:
- Network Operations Center:

Our commercial sales consultants and sales managers at the local ADT offices will be trained and can assist customers with sales questions in the event a SLED team member cannot be reached.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

ADT Commercial has a dedicated State & Local government team focused on the growth and success of the SLED vertical. Once the notice of award has been announced our SLED vertical team will immediately hold a national kick-off call with our Regional Vice Presidents, Directors, District Sales Managers, and Marketing department to discuss the award and go to market strategy.

Our national teams will work with our vertical business development manager to build strategies to support the following:

- Education
- Transportation
- Public Utilities
- Public Health
- Smart Cities
- Critical infrastructure

Our national field consultants will receive initial instruction on the use of the contract, the agencies that can utilize it, and the policy and procedures that need to be followed to ensure compliance with the terms and conditions of the contract.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, timely contract administration, etc.

ADT Commercial has a dedicated State & Local government team focused on the growth and success of the SLED vertical. Our team will engage on a scaled cadence (weekly, monthly, and quarterly with an annual review) adoption with our marketing and sales teams. This includes constant nurturing to our new and existing customer base and account acquisition.

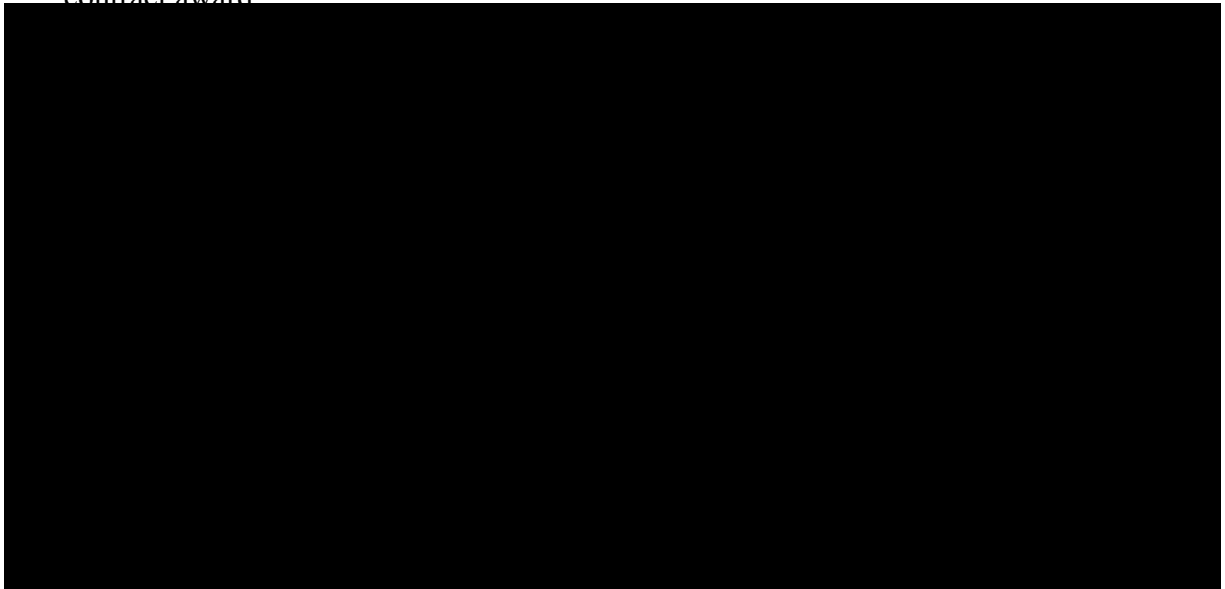
The state & local government and education markets are a major strategic focus for ADT Commercial. Our organization has made significant investments to support the growth of the vertical through strategic acquisitions nationally and the implementation of new software to develop contact lists and leads for our national field consultants.

Our team will attend State, Local, Regional, and National Cooperative shows regularly to build and promote brand and contract awareness. Local consultants will be in attendance to build continuity and relationships with state and local agencies.

ADT Commercial's State and Local government team, along with our national sales consultants are committed to building a strong partnership with OMNIA and its agency members to build a successful program.

- K. State the amount of Supplier’s Public Agency sales for the previous fiscal year. Provide a list of Supplier’s top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.**

ADT Commercial has is happy to provide the requested information upon a successful contract award

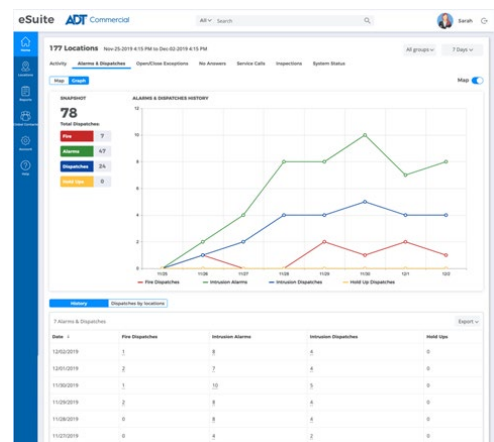


- L. Describe Supplier’s information systems capabilities and limitations regarding order management through receipt of payment, including a description of multiple platforms that may be used for any of these functions.**

ADT Commercial uses our self-developed quoting tool called Salespilot. Salespilot has been integrated with Oracle, Salesforce, and our central station software Mastermind. All customer proposals and account information developed in Salespilot is stored and managed through Salesforce. Service and Billing are managed through Mastermind.

ADT Commercial does not currently support an eProcurement portal at this time, All orders require an ADT Consultant to develop a real-time proposal. Customers will also have options to interface with our teams through our [eSuite™](#) platform to view and pay invoices.

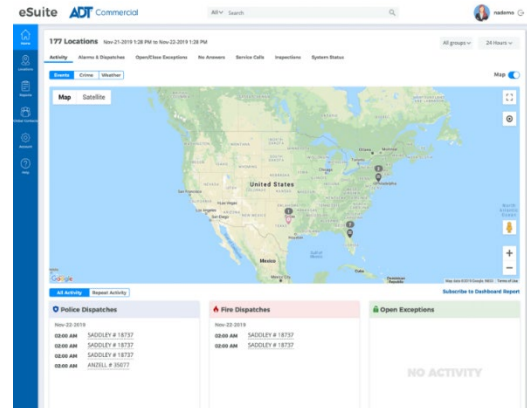
Customers get the most out of security and life safety investments by using our comprehensive account management tool, especially as several locations grow. Imagine trying to manage hundreds or even thousands of locations’ security data without a robust exception-based data management solution. ADT Commercial’s eSuite and security data management portal gives the end-user the tools to manage, view and analyze site activity to help get the most from their security investment and improve the security program over time. eSuite allows customers to view data, including open/close schedules and reports, details of alarm tests, incidents, and alarms, change open/close schedules, or request a service call.



eSuite also has features that can be used with mobile devices such as view and editing location contacts, placing burglar alarm panels on test and removing them from test, and creating temporary schedules for each site.

While eSuite provides access to invaluable data that can help better manage security applications as well help to improve overall business processes, it also is a warehouse for sensitive information. Cyberattacks are one of the greatest threats facing businesses today. Hardly a day goes by that there is not a report of another company suffering at the hands of hackers breaching them

To begin with, all internal servers receive regular software updates and sit behind layers of security in ADT Commercial’s data center. The company uses third-party certified scanning vendors to scan web applications daily to ensure the site is secure and any vulnerabilities or identification of malware are eliminated and remedied immediately. As part of that process, ADT Commercial engages the certified security provider to frequently perform penetration tests and scan the eSuite website for the presence of malware, network, and web application vulnerabilities, as well as ensure proper encryption protocols, such as TLS, are in place. Passing these comprehensive security scans demonstrates that we maintain a rigorous and proactive security program.



ADT Commercial also blocks direct access to the application servers and uses industry standards and best practices in the development of the application code. The IT team undergoes annual OWASP (Open Web Application Security Project) training and employs other tools to scan the application code pre-deployment to ensure secure coding practices and prevent vulnerabilities such as:

- Malicious SQL statements are inserted into an entry field for execution.
- Cross-site scripting (XSS), a security breach that takes advantage of dynamically generated web pages.
- Cross-site request forgery (CSRF), also known as a one-click attack that constitutes a malicious exploit of a website where unauthorized commands are transmitted from a user that the website trusts.



Customer works directly with our local sales professionals through the entire design, engineering, and sale of specific projects. Each project is unique and requires direct consultation with the end-user.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$ _____ .00 in year one
 \$ _____ .00 in year two
 \$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

ADT Commercial LLC has been able to aggressively grow our State and Local Government vertical sales consistently year-over-year; we intend to continue to build upon our success through a contract award. Since ADT is a national industry leader in the integrated security and fire, life safety market with a national footprint our teams are committed to building or territories.

ADT Commercial has chosen to not provide a formal response to this section, and will not submit a minimum guarantee for years one, two, and three. ADT will be responsible for the administration fees based on the actual Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

CONFIRM

- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

CONFIRM

- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

CONFIRM

- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

CONFIRM

Detail Supplier's strategies under these options when responding to a solicitation.

ADT Commercial LLC will utilize and support the OMNIA partners Master Agreement when able, when responding to the scenarios listed above, our sales consultants will do their best to incorporate OMNIA Master Agreement into each proposal. If awarded the OMNIA Partners/Region 4 ESC will be our primary go-to-market contract for public sector customers. Staying true to this commitment, ADT is implementing a strategic sales plan to drive market growth which positions OMNIA Partners/Region 4 ESC most competitively.

a. Refernces

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the _____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “**Product**”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

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

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. 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 it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature

Name

Title

Date

Signature
Sarah Vavra

Name
Sr. Vice President, Public Sector
Contracting

Title

Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:
NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC

Authorized Signature

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] (“**Principal Procurement Agency**”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? **YES** _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? **YES** _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? **YES** _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? **YES** _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? **YES** _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? **YES** _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? **YES** _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? **YES** _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing

or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? **YES** _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? **YES** _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? **YES** _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? **YES** _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? **YES** _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? **YES** _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is

further acknowledged that offerer certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: ADT Commercial LLC

Address, City, State, and Zip Code: 1501 YAMATO ROAD, BOCA RATON, FL 33431

Phone Number: 775-287-8110 Fax Number:

Printed Name and Title of Authorized Representative:

Email Address: ~~ricktampier@ADT.com~~ richardtampier@adt.com

Signature of Authorized Representative:  Date: 12/9/21

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

Version August 12, 2021

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. REMEDIES

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.

§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation

of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. **Standard.** If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. **Applicability.** This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. **Funding Agreements Definition.** The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and*

Suspension (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2

C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, ADT Commercial LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Rick Tampier VP, Strategic Growth

Name and Title of Contractor's Authorized Official

12-9-2021

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: ADT Commerical LLC

Address, City, State, and Zip Code: 1501 Yamato Road, Boca Raton, FL, 33431

Phone Number: 775-287-8110 Fax Number: _____

Printed Name and Title of Authorized Representative:
Rick Tampier

Email Address: ricktampier@adt.com *richardtampier@adt.com*

Signature of Authorized Representative 

Date: 12/9/21

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: ADT Commercial LLC

Organization Address: 1501 Yamato Road, Boca Raton, FL 33431

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Fire & Security Holdings, LLC	1501 Yamato Road, Boca Raton, FL 33431

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

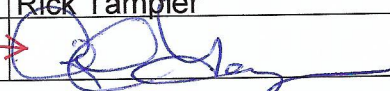
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
https://investor.adt.com/financials/annual-reports-and-proxies/default.aspx	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
The ADT Security Corporation	1501 Yamato Road, Boca Raton, FL 33431

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Rick Tampier	Title:	VP, Strategic Growth
Signature:		Date:	12/9/21

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, Rick Tampier residing in Wheaton
(name of affiant) (name of municipality)
in the County of DuPage and State of IL of full
age, being duly sworn according to law on my oath depose and say that:

I am Vice President of Strategic Growth of the firm of ADT Commercial LLC
(title or position) (name of firm)

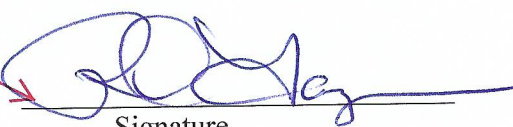
_____ the bidder making this Proposal for the bid
entitled 22-07 Facility Technology & Security, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the _____
_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
ADT Commercial LLC.

Subscribed and sworn to

before me this day

_____, 2 _____


Signature

Rick Tampier
(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: ADT Commercial LLC
Street: 1501 Yamato Road
City, State, Zip Code: Boca Raton, FL 33431

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR
2. A photo copy of their Certificate of Employee Information Report

OR
3. A complete Affirmative Action Employee Information Report (AA302) _____


Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

12-9-2021

Date


Authorized Signature and Title
VP - Strategic Growth

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.


The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

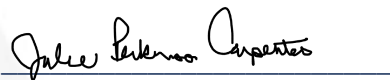
The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).


Signature of Procurement Agent

Certification of Affirmative Action Programs

I, Julie Perkinson-Carpenter, Vice President of Human Resources, certify the following:

1. ADT Commercial, LLC is a federal government supply and service contractor subject to the affirmative action requirements of Executive Order 11246, the Rehabilitation Act of 1973 as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974;
2. I have overall responsibility for ADT Commercial, LLC's affirmative action programs; and
3. ADT Commercial, LLC has in place affirmative action programs for calendar year 2021 for minorities, females, veterans, and persons with disabilities as required by Executive Order 11246, the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.



Julie Perkinson-Carpenter
Vice President, Human Resources

Date: April 7th, 2021

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

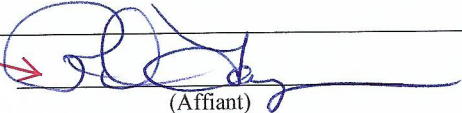
Stockholders:

Name: Fire & Security Holdings, LLC	Name:
Home Address: 1501 Yamato Road, Boca Raton, FL 33431	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2_.

(Notary Public)

My Commission expires: _____



(Affiant)

(Print name & title of affiant)

(Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

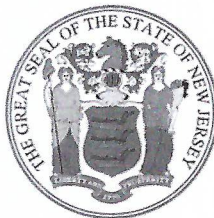
<https://www.njportal.com/DOR/BusinessRegistration/>

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATE (CERTIFIED COPY)

Corporation Name: ADT COMMERCIAL LLC
Business Id: 0600316132
Certificate Number: 6000114557

I, THE TREASURER OF THE STATE OF NEW JERSEY, DO HEREBY CERTIFY, THAT THE ABOVE NAMED BUSINESS DID FILE AND RECORD IN THIS DEPARTMENT A NAME CHANGE ON January 14, 2020 AND THAT THE ATTACHED IS A TRUE COPY OF THIS DOCUMENT AS THE SAME IS TAKEN FROM AND COMPARED WITH THE ORIGINAL(S) FILED IN THIS OFFICE AND NOW REMAINING ON FILE AND OF RECORD.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY
HAND AND AFFIXED MY OFFICIAL SEAL AT
TRENTON, THIS
February 19, 2020 A.D.



Elizabeth Maher Muolo
ELIZABETH MAHER MUOLO
STATE TREASURER

VERIFY THIS CERTIFICATE ONLINE AT
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

New Jersey Division of Revenue & Enterprise Services
Certificate Of Amendment
NJSA 42:2C-19
New Jersey Limited Liability Company Act

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
Business Amendments
Filed

Validation Number: 4094398667
01/14/20 09:29:11

Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

This Limited Liability Company filed with the Division of Revenue and Enterprise Services to amend its Certificate of Formation. The filer is responsible for ensuring strict compliance with NJSA 42:2C, the Revised Uniform New Jersey Limited Liability Company Act.

1. Name of Limited Liability Company: RED HAWK FIRE & SECURITY, LLC
2. Business ID Number: 0600316132
3. Amendments:

Article 1, Business Name is amended as follows:

Previous Name: RED HAWK FIRE & SECURITY, LLC
Amended Name: ADT COMMERCIAL LLC

4. Other Provisions:

NAME CHANGE FROM RED HAWK FIRE & SECURITY, LLC TO ADT COMMERCIAL LLC

The undersigned represent(s) that this filing complies with State law as detailed in NJSA 42:2C and that they are authorized to sign this form on behalf of the Foreign Limited Liability Company on January 14, 2020.

Signature

DAVID W. SMAIL

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF DOCUMENT FILED

I, [REDACTED], as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the

Articles of Amendment
[REDACTED]

with Document # [REDACTED] of
Red Hawk Fire & Security, LLC

Colorado Limited Liability Company

(Entity ID # [REDACTED])

consisting of [REDACTED] pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through [REDACTED] that have been posted, and by documents delivered to this office electronically through [REDACTED]@ [REDACTED].

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on [REDACTED] @ [REDACTED] in accordance with applicable law. This certificate is assigned Confirmation Number [REDACTED].

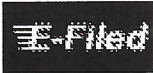


Jena Guswell

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



Colorado Secretary of State
Date and Time: 12/27/2019 06:44 AM
ID Number: 19991115639
Document number: 20198044003
Amount Paid: \$25.00

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-80-209 of the Colorado Revised Statutes (C.R.S.)

1. For the entity, its ID number and entity name are

ID number 19991115639
(Colorado Secretary of State ID number)
Entity name Red Hawk Fire & Security, LLC

2. The new entity name (if applicable) is ADT Commercial LLC

3. (If the following statement applies, adopt the statement by marking the box and include an attachment.)
 This document contains additional amendments or other information.

4. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)
The delayed effective date and, if applicable, time of this document is/are 12/31/2019 09:59 PM
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

5. The true name and mailing address of the individual causing the document to be delivered for filing are

Thomas Deborah Jo
(Last) (First) (Middle) (Suffix)
Bryan Cave Leighton Paisner LLP
(Street name and number or Post Office Box information)
1700 Lincoln St., Ste. 4100
Denver CO 80203
(City) (State) (Postal/Zip Code)
United States
(Province - if applicable) (Country - if not US)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Rick Tampier

Title: VP, Strategic Growth

Signature:  _____

Date: 12/10/21

DOC #8A

EEOAA EVIDENCE

EEO-1 Component 1 Report Certification Confirmation



EEOC Notifications <notification@eeocdata.org>
To ● Foos, Scott

Reply Reply All Forward ...

Tue 6/22/2021 6:01 AM

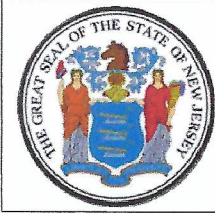
Congratulations. You have completed your EEO-1 Component 1 Report for 2020. If you have not already done so, please follow this link <https://eeocdata.org/eeo1/signin> to log back into the EEO-1 Component 1 Online Filing System to save or print a copy of the reports for your records. If after reviewing you find an error, please contact the EEO-1 Component 1 Filer Support Team at FilerSupport@eeocdata.org or 1-855-EEOC-035 (1-855-336-2035).

Company Name: ADT COMMERCIAL LLC
Company ID: FD45571
Year: 2020
Certification Date: 6/22/2021 8:57 AM
Number of Reports Filed: 188
Certifying Official: SCOTT FOOS
Title: SR MANAGER HR TECHNOLOGY

Thank you,

EEO-1 Component 1 Filer Support Team

DOC #9
MCBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 22-07

VENDOR/BIDDER: ADT Commercial LLC

**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Date

Rick Tampier, VP Strategic Growth

Print Name and Title

Exhibit H

Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS
INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
 CITY OF ADAIR VILLAGE, OR
 CITY OF ASHLAND, OR
 CITY OF AUMSVILLE, OR
 CITY OF AURORA, OR
 CITY OF BAKER, OR
 CITY OF BATON ROUGE, LA
 CITY OF BEAVERTON, OR
 CITY OF BEND, OR
 CITY OF BOARDMAN, OR
 CITY OF BONANAZA, OR
 CITY OF BOSSIER CITY, LA
 CITY OF BROOKINGS, OR
 CITY OF BURNS, OR
 CITY OF CANBY, OR
 CITY OF CANYONVILLE, OR
 CITY OF CLATSKANIE, OR
 CITY OF COBURG, OR
 CITY OF CONDON, OR
 CITY OF COQUILLE, OR
 CITY OF CORVALLI, OR
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
 CITY OF COTTAGE GROVE, OR
 CITY OF DONALD, OR
 CITY OF EUGENE, OR
 CITY OF FOREST GROVE, OR
 CITY OF GOLD HILL, OR
 CITY OF GRANTS PASS, OR
 CITY OF GRESHAM, OR
 CITY OF HILLSBORO, OR
 CITY OF INDEPENDENCE, OR
 CITY AND COUNTY OF HONOLULU, HI

CITY OF LA GRANDE, OR
 CITY OF LAFAYETTE, LA
 CITY OF LAKE CHARLES, OR
 CITY OF LEBANON, OR
 CITY OF MCMINNVILLE, OR
 CITY OF MEDFORD, OR
 CITY OF METAIRIE, LA
 CITY OF MILL CITY, OR
 CITY OF MILWAUKIE, OR
 CITY OF MONROE, LA
 CITY OF MOSIER, OR
 CITY OF NEW ORLEANS, LA
 CITY OF NORTH PLAINS, OR
 CITY OF OREGON CITY, OR
 CITY OF PILOT ROCK, OR
 CITY OF PORTLAND, OR
 CITY OF POWERS, OR
 CITY OF PRINEVILLE, OR
 CITY OF REDMOND, OR
 CITY OF REEDSPORT, OR
 CITY OF RIDDLE, OR
 CITY OF ROGUE RIVER, OR
 CITY OF ROSEBURG, OR
 CITY OF SALEM, OR
 CITY OF SANDY, OR
 CITY OF SCAPPOOSE, OR
 CITY OF SHADY COVE, OR
 CITY OF SHERWOOD, OR
 CITY OF SHREVEPORT, LA
 CITY OF SILVERTON, OR
 CITY OF SPRINGFIELD, OR
 CITY OF ST. HELENS, OR
 CITY OF ST. PAUL, OR
 CITY OF SULPHUR, LA
 CITY OF TIGARD, OR

CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT

FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT

MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT

SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION,
OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR

CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT

COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,
BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT
AUTHORITIES, RESERVATIONS AND UTILITIES
INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION
DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29,
OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,
OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,
OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,
OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT,
OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR

BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR

CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR

COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN
RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT,
OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT,
OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER
DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT
DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION
SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT,
OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT,
OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE
DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE
DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT
COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE
DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR

DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT
COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION
DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE
DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT,
OR
EAST UMATILLA COUNTY AMBULANCE AREA
HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION
DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD
DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT,
OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT,
OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR

GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR

HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR

KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT,
OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT,
OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT,
OR
KLAMATH COUNTY PREDATORY ANIMAL
CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD
DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT,
OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT,
OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFORCHE PARISH HEALTH UNIT – DHH-OPH
REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE
DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR

LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY,
OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL
DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT,
OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL
DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT,
OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT,
OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO.,
OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT,
OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE
DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION
DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE
DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD
DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY
CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR

MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT,
OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT,
OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA
HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT,
OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT,
OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION
DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKE CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR

NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT
COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION
DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT,
OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D., OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT,
OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION
DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY
AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY
AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR

PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT
COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT
#5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS,
OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINWOOD COUNTRY ESTATES SPECIAL ROAD
DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE
DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT,
OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT,
OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE
DISTRICT, OR

PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT
#1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT,
OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT,
OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGWOOD DISTRICT IMPROVEMENT COMPANY,
OR
RIDGWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT
DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT,
OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR

SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT
DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL
AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT
COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J,
OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY,
OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS,
LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT,
OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT
COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY,
OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT,
OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL
DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR

SOUTHERN CURRY CEMETERY MAINTENANCE
DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT,
OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT
COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE
DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT,
OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT,
OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY,
OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,
OR
TILLAMOOK COUNTY EMERGENCY
COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT,
OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,
OR
TOLEDO R.F.P.D., OR

TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR

WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56

NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT

EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE
(NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT

SALT LAKE SCHOOL FOR THE PERFORMING ARTS,
UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING
ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING
ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY

OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION



TAB 4

QUALIFICATION AND EXPERIENCE

Facility Technology Integration & Security System Services



Powered by Experience. Driven by Excellence.™

Tab 4 – Qualification and Experience

a. References

I. Provide a brief history of the Offeror, including year it was established and corporate office location.

Founded in 1874 as the American District Telegraph Company, ADT delivered the most advanced communications technology of the 1800s, the telegraph system. In the 1890s, ADT embraced the call box where specific signals could be transmitted by a watchman to a district office alerting the company to specific needs of a customer.

ADT continued growing and innovating through the decades. During the roaring twenties, ADT made significant additions to its line of burglar, holdup and fire alarm systems through its own research and development. On the eve of World War II, the company developed technologies which would help protect factories making weapons. The 1950s and 1960s saw ADT making tremendous growth, creating the first automated central station.

In February of 2016, ADT was purchased by Apollo Global Management and merged with Protection 1, making it the largest security company. In January 2018, ADT again emerged as a public company, trading on the New York Stock Exchange. The company has continued to build on its commercial capabilities with more than 16 strategic acquisitions in recent years, to ultimately enhance its customer service capabilities, geographic footprint and help to expand its enterprise solutions and technology offerings.

As demand for commercial services and complex security integration grew, ADT Commercial LLC emerged in 2020 as a separate operation from the residential business. ADT Commercial is founded on decades of experience serving commercial and National Accounts clients. It employs more than 4,500+ dedicated commercial associates. ADT Commercial operates more than 150 sales and service locations across the U.S., serving commercial and enterprise-level clients, leveraging our national footprint and local expertise. We’ve grown our commercial technical competency to serve customers in a unique way—with the scale and expertise to meet the security, fire, life safety and risk management needs of commercial customers throughout the U.S. Our leadership is 100% dedicated to commercial security—having spent most of their careers in the industry. The ADT Commercial vision is to offer a unified approach to the complex security needs of commercial customers across vertical markets.

ADT, a Limited Liability Corporation, is headquartered at 1501 Yamato Road, Boca Raton, FL, 3343, was founded in 1874, and has been providing security, fire, and life safety services since our founding. Our ADT Commercial division includes over 150 branches and 4,500 employees dedicated to serving our commercial clients.

<p>Empowered Local Leadership</p> <ul style="list-style-type: none"> • National footprint of focused leadership • Daily scorecarding and performance management 	<p>Holistic Enterprise Solutions</p> <ul style="list-style-type: none"> • <u>Full service</u> solution provider • Tailored methodology servicing mid-market to enterprise clients 	<p>Our People</p> <ul style="list-style-type: none"> • Industry leaders bring specific client expertise • Prioritized employee development and ongoing education 	<p>Security, Fire, & Life Safety Expertise</p> <ul style="list-style-type: none"> • Company built on deep knowledge and experience • Employees hold top-level certifications 	<p>Centralized Support</p> <ul style="list-style-type: none"> • Multi-disciplined centers of excellence • Proactive account management
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Description of Business:

ADT Commercial LLC sells, installs, services, and monitors electronic fire and security systems to commercial customers within the United States. In addition to life safety systems, ADT Commercial LLC also sells, installs, and maintains ATMs, physical security and teller systems to commercial banks and credit unions.

Formation:

June 17, 1999 in the State of Colorado

Type of Entity:

Limited Liability Company

Name Change:

Red Hawk Fire & Security, LLC changed its name to ADT Commercial LLC on 12/31/2019.

Corporate Headquarters:

1501 Yamato Road, Boca Raton, FL 33431 | Phone: (561) 672-3737 | Fax: (561) 672-3738

Taxpayer ID:

90-0008456

Dun & Bradstreet:

017305520

Ownership:

ADT Commercial LLC is an indirect wholly owned subsidiary of ADT Inc., a publicly traded corporation with shares listed on the New York Stock Exchange [NYSE: ADT]. ADT Inc. is a “controlled company” and the majority of its shares of common stock are beneficially owned by funds affiliated with or managed by affiliates of Apollo Global Management, Inc., a publicly traded company [NYSE: APO].

Registered Agent:

CT Corporation System (nationwide). Service of Process addresses for each state can be found here.

North American Industry Classification System (“NAICS”):

561621 - Security Systems Services (except Locksmiths) | includes sales, installation, monitoring, maintenance

238220 - Plumbing, Heating, and Air-Conditioning Contractors | includes Fire Sprinkler System Installation

Note: NAICS replaces “SIC”

Managers

Note: In an LLC, Manager equals Director

Daniel M. Bresingham

Jeffrey Likosar

David W. Smail

Key Officers

James DeVries.....President and Chief Executive Officer

Jeffrey Likosar.....Chief Financial Officer and President, Corporate Development

Daniel M. Bresingham.....Executive Vice President, Commercial

Jamie Haenggi..... Executive Vice President, Chief Customer Officer

Keith Holmes.....Executive Vice President and Chief Revenue Officer

Kenneth Porpora.....Executive Vice President, Finance

David W. Smail.....Executive Vice President, Chief Legal Officer and Secretary

Donald Young.....Executive Vice President and Chief Operating Officer

Mark Foley..... Vice President, Assistant Treasurer

Michael McWilliams..... Vice President

Kasia Moore..... Vice President, Assistant Secretary

II. Describe Offeror’s reputation in the marketplace.

For more than 145 years, ADT has been among the most respected, trusted, and well-known brands in the monitored security industry. The strength of our brands is built upon a long-standing record of providing high-quality, reliable security services and committing to superior customer care and service expertise – in both their homes and businesses.

As demand for commercial services and complex security integration has continued to grow, ADT Commercial LLC (“ADT Commercial”) emerged in 2020 as a separate operation from the residential business. ADT Commercial is founded on decades of experience serving commercial and National Accounts clients and employs more than 4,500+ dedicated commercial associates. ADT Commercial operates more than 150 sales and service locations across the U.S., serving commercial and enterprise-level clients, leveraging our national footprint and local expertise. Now one of the nation’s largest systems integrators 100% dedicated to commercial, ADT Commercial provides solutions, installation, inspection, maintenance, and monitoring services for highly integrated systems in more than 246,000 complex commercial environments across the U.S.

We recognize each industry faces its own unique security challenges—requiring a tailored solution. ADT Commercial serves a wide variety of industries, including banking and financial services, commercial buildings, education, retail, healthcare, hospitality, energy, and utilities, pharmaceutical, and more. We have grown our commercial technical competency to serve customers in a unique way—with the scale and

expertise to meet the security, fire, life safety and risk management needs of commercial customers throughout the U.S. The ADT Commercial vision is to offer a unified approach to the complex security needs of commercial customers across vertical markets.

ADT Commercial prides itself on being a performance-driven organization that places the customer at the forefront. In every way, we strive to embody our tagline, “Powered by Experience. Driven by Excellence.” We are “Powered by Experience” to be the foremost experts in commercial security, and “Driven by Excellence,” to put the customer’s service experience first.

Measured and held accountable daily for customer service excellence, our reputation is based on how we serve our customers. Whether for a mid-sized organization, a large-scale enterprise or a Fortune 1000 company, ADT Commercial measures customer satisfaction through daily metrics and transparent customer surveys to ensure our speed and quality of service meets or exceeds customer expectations.

AWARDS:



Customer Service

- [Voted Most Trusted Home Security brand by American shoppers in the BrandSpark® Most Trusted Awards \(2021\)](#)

Corporate Responsibility

- [Mission 500 Award for Corporate Social Responsibility Award \(2020\)](#)

Marketing

- [Ragan PR Daily Content Marketing Awards Best Use of Facebook - Safe at Home Campaign \(2020\)](#)
- [ANA USPS Gold Mailbox Award \(2020\)](#)
- [ANA Silver Echo Award for Best Use of Direct Mail \(2020\)](#)
- [ANA Bronze Echo Award for Best Use of Emerging Technologies \(2020\)](#)
- [ANA Silver Echo Award for Consumer Services \(2020\)](#)
- [SAMMY Award for Best Newsletter or Content Marketing \(2020\)](#)
- [Ragan PR Daily Best Corporate Communications Campaign for ADT LifeSaver Celebrations \(2019\)](#)

Mobile

- [Mobile Breakthrough Award for “Business App of the Year” – SoSecure \(2021\)](#)
- [The Monitoring Association and Security Sales & Integration’s Monitoring Technology “Marvel” Award - SoSecure \(2021\)](#)
- [American Business Awards’ Stevie Award for Product Innovation - SoSecure \(2021\)](#)
- [Campus Security & Life Safety’s Secure Campus Awards – SoSecure \(2021\)](#)

III. Describe Offeror's reputation of products and services in the marketplace.

ADT Commercial partners with best-in-class enterprise product providers to deliver reliable product solutions at a competitive price, and we're always focused on identifying opportunities to innovate for our customers in meaningful ways that streamline operations and respond to current and emerging threats.

Most notably, our service delivery and customer engagement platforms set us apart in our industry. At ADT Commercial, our employees truly make the difference for our customers. We empower our employees to directly address our customers' evolving needs with accuracy and a wealth of well-rounded industry knowledge, all while remaining totally focused on the customer experience. This culture of service excellence is centered on engaging in total transparency with our customers and administering daily, metrics-based scorecards to cultivate long-standing security partnerships that showcase our reliability and far-reaching value.

In addition to premier customer service delivery, we're focused on differentiating ourselves across the industry by attracting and retaining the best technical and customer-centric employees. We are represented by top-tier industry talent, each with their own set of specialized skills, and we continually strive to train and educate our associates as masters of our trade. Because our employees know they make a difference every day, you only receive their best. And while we deliver innovation to help keep your employees, guests, and assets safe, we never lose sight of the fact that we are in the life safety business – prompt, courteous, and competent response is our priority.

Industry

- [CRN Security 100 - ADT Cybersecurity \(2021\)](#)
- [CES® Innovation Awards Honoree - Blue by ADT Smart Home Hub* \(2021\)](#)
- [IoT Breakthrough Award for Home Security Product of the Year -ADT Command and Control \(2020\)](#)
- [SAMMY Award for Integrated Installation of the Year \(Large Company\) \(2020\)](#)
- [Security Today New DIY Product of the Year - Blue by ADT Doorbell Camera \(2020\)](#)

IV. Describe the experience and qualification of key employees.**Dan Bresingham**

Executive Vice President, ADT Commercial

Years in industry: 15+

Prior experience: Honeywell Security Monitoring, Stanley, Protection 1

As Executive Vice President, Dan is a part of the executive leadership team for ADT LLC and leads the ADT Commercial business. Dan is laser-focused on providing excellent customer service for commercial and National Account clients. Dan joined the security industry 15 years ago and has held several leadership roles in our industry, including Controller for HSM Security, CFO of STANLEY Security, CFO at Protection 1, and more recently as ADT Chief of Staff. His leadership in the commercial space includes finance, sales strategy, go-to-market plans, and operations.

Scott Wulforst

Senior Director, State and Local Government Programs
Years in industry: 30
Prior experience: Protection 1, Honeywell, Stanley

Scott Wulforst joined ADT in 2021 as part of the strategic growth vertical team managing ADT's SLED vertical direction, contracts. Scott is responsible for working directly with State, Local and Education market partners, developing national and local contracts, and managing compliance for GPO, National, State and Local Government cooperative contracts. Scott's long tenure in the integrated electronic security, fire and life safety industry has allowed him to adequately serve and partner with state and local government agencies nationally.

Beth Tarnoff

Vice President, Commercial Marketing & Communications
Years in industry: 15+
Prior experience: Honeywell Security Monitoring, Stanley

Beth Tarnoff joined ADT in September 2018 as a member of the ADT Commercial executive leadership team. She is responsible for all marketing activities, communications, corporate events and culture initiatives for ADT Commercial. Prior to joining ADT, Beth served as Senior Director of Marketing for STANLEY Convergent Security Solutions where she was the recipient of numerous industry awards. She received her bachelor's degree in marketing from the University of Tennessee and has more than 15 years of experience in commercial security marketing.

Mike McWilliams

Senior Vice President, Field Operations
Years in industry: 20+
Prior experience: Simplex Grinnell, Red Hawk

Mike McWilliams serves on the ADT Commercial executive leadership team as Senior Vice President, Field Operations. Mike has spent more than 20 years in the fire and life safety industry, most recently serving as President and CEO of Red Hawk Fire & Security, prior to and through its acquisition by ADT in December 2018. He boasts a strong background in developing and leading strategies in sales, customer service, technical delivery, and operations initiatives for Fortune 100 companies within the industry.

Julie Perkinson-Carpenter

Vice President, Human Resources
Years in industry: 20+
Prior experience: ADT

Julie Perkinson-Carpenter serves as Vice President, Human Resources on the ADT Commercial dedicated executive leadership team. Julie is an exceptional human resources professional who has been a leader at ADT for more than 20 years. She holds a bachelor's degree in social sciences and master's degree in human resources from Chapman University.

Ed Bacco

Vice President, Enterprise Security Risk Group

Years in industry: 30+

Prior experience: Aronson Security Group, Amazon, Homeland Security

Ed Bacco brings more than 30 years of security management, physical security and project management experience and expertise to his role as Vice President, Enterprise Security Risk Group on the ADT Commercial executive leadership team. Prior to joining the ADT Commercial team, Bacco was the global head of corporate security for Amazon where he was responsible for leading and expanding the corporate security and safety programs at more than 105 locations in over 29 countries. He also previously served as Director of the National Transportation Security Operation Center—where he coordinated the security at over 440 airports, seaports, rail lines, pipelines, and public transportation hubs. Ed also received the first-ever U.S. Navy Award of Excellence for Physical Security, and holds numerous patents for physical security devices, both in the U.S. and in Europe.

Kasia Moore

Vice President, Deputy General Counsel

Years in industry: 15+

Prior experience: United Technologies

Kasia Moore serves on the ADT Commercial executive leadership team as Vice President, Deputy General Counsel, responsible for the direction and management of the ADT Commercial legal team. Kasia boasts nearly 15 years of legal experience, most recently working for UTC Technologies. She is a graduate of Seattle University School of Law and also holds a Master of Science in finance degree from Albers School of Business & Economics at Seattle University and a Bachelor of Arts degree from the University of Washington.

Mark Foley

Chief Financial Officer

Years in industry: 30+

Prior experience: Carter Brothers, Tyco, Red Hawk

Mark Foley boasts more than 30 years of industry experience in his role as Chief Financial Officer, serving on the ADT Commercial executive leadership team. Mark previously served in high-level positions for Carter Brothers Security Services, Tyco International and Red Hawk Fire & Security, prior to that organization's acquisition by ADT in December 2018.

Phil Aronson

Vice President, Industry Relations & Strategy

Years in industry: 40+

Prior experience: Aronson Security Group

Phil Aronson serves as Vice President, Industry Relations & Strategy on the ADT Commercial executive leadership team. Until being acquired by ADT and joining the ADT Commercial family in March 2018, Phil was the second-generation owner of Aronson Security Group (ASG), a provider of risk, resilience, and security solutions within the emerging Security Risk Management Services (SRMS) industry.

V. Describe Offeror’s experience working with the government sector.

ADT Commercial and its leadership have a long history of working in the government sector. Our business is focused intently on providing the very best solutions for our customers in the State, local and education markets. We understand the most pressing challenges faced by state governments looking to enhance the safety and security of their facilities. Bringing together nationwide experience with local professionals, our certified team provides a cost-effective solution that maximize budgets and leverage technology to deliver



Our sophisticated suite of integrated security and fire solutions support the full spectrum of government facilities, including upstream critical infrastructure, sensitive compartment information facility (SCIF) targets, transportation, military installations, utilities, and renewables.

The education market has always been a prime focus for ADT Commercial, we have made significant investments to make sure we are delivering value beyond integrated electronic security and life safety.

Our **Enterprise Security Risk Group** (eSRG) helps you identify your risks and then build programs to help manage them. Our staff of senior executives have background in intelligence, organizational continuity, organization process optimization, organizational change, and technology.

Keeping true to our commitment to continually be leaders in the integrated security, fire, and life safety markets. Our government customer demands the very best in technology and support and the need for dedicated resources.

SLED & FED MARKETS ADT SERVES:

- FEDERAL GOVERNMENT
- STATE GOVERNMENT
- COUNTIES GOVERNMENT
- SPECIAL DISTRICTS
- SCHOOL DISTRICTS
- COLLEGES & UNIVERSITIES
- MUNICIPLE GOVERNMENTS
- INDIAN

ADT Commercial protects some of the world’s largest government agencies that need the highest level of security and clearances. We tailor products and services to meet each of the needs of our High Security; federal, state, and local customers.

Vendor Certification List:

- Cisco** - CCENT, CCNA, CCDA, CMNA, & CCNP
- Palo Alto** - PCNSE, ACE
- CompTIA** - A+, Network+, Security+, CySA+, PenTest+, Linux+, Project+
- EC-Council** - CHFI, CEH
- Video Management Systems** - OpenEye, Arecont Vision, EagleEye, Verint, Avigilon, Exacq, Innotech, Meraki (MV's), i3 International
- Access Contol Systems** - AMAG Symmetry Essentials v8, Honeywell Pro-Watch Certified, kantech Corporate Certified

VI. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

ADT LLC (“ADT”) conducts business nationally with consumer and business customers. To help provide context, ADT employs approximately 18,000 persons, throughout the United States and Puerto Rico and serves approximately 8 million customers.

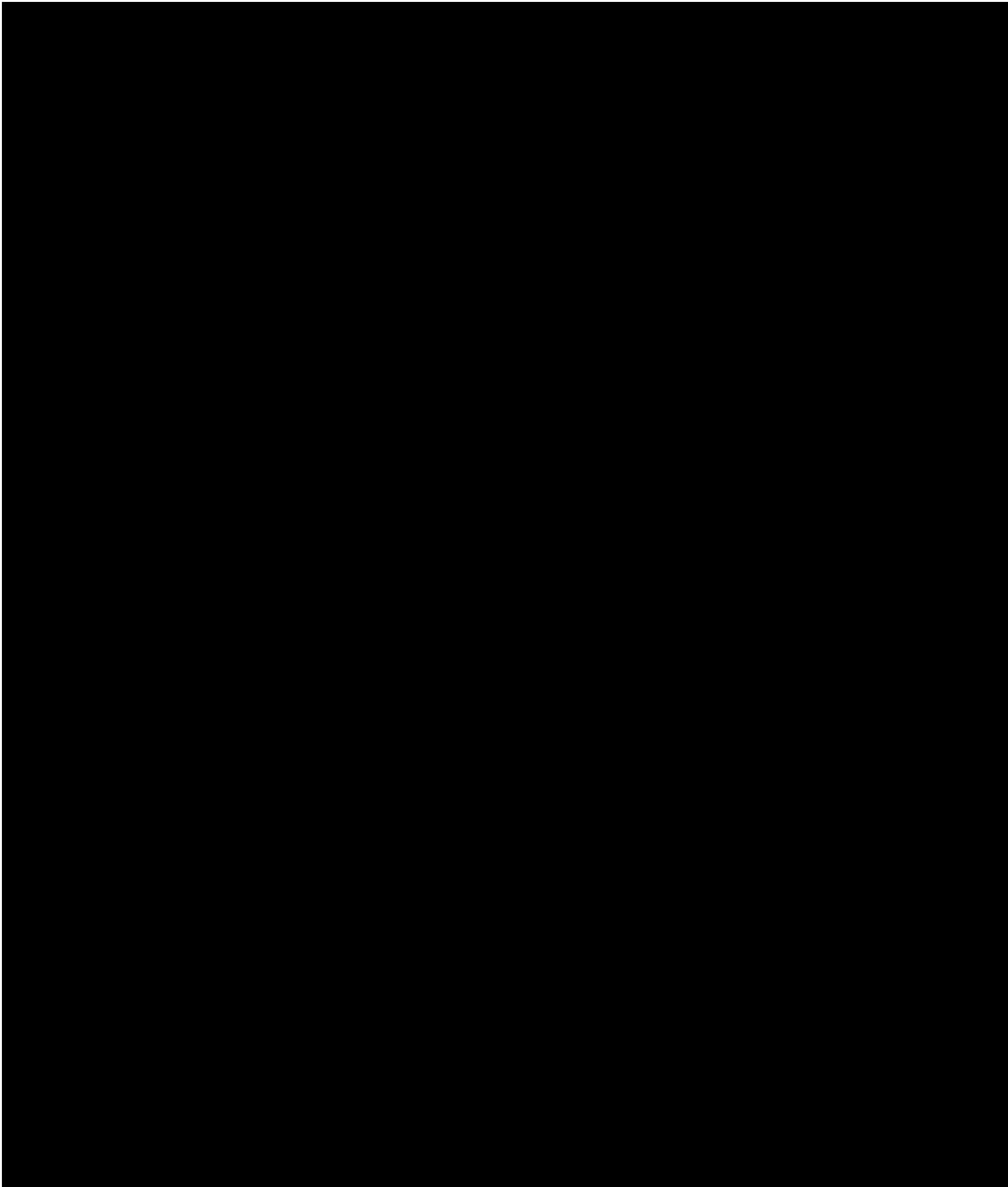
ADT Commercial is subject to, pursues or is peripherally involved or named in administrative and/or litigation matters in the ordinary course of its business. The types of litigation/legal matters of record are varied and wide ranging, including, among other things:

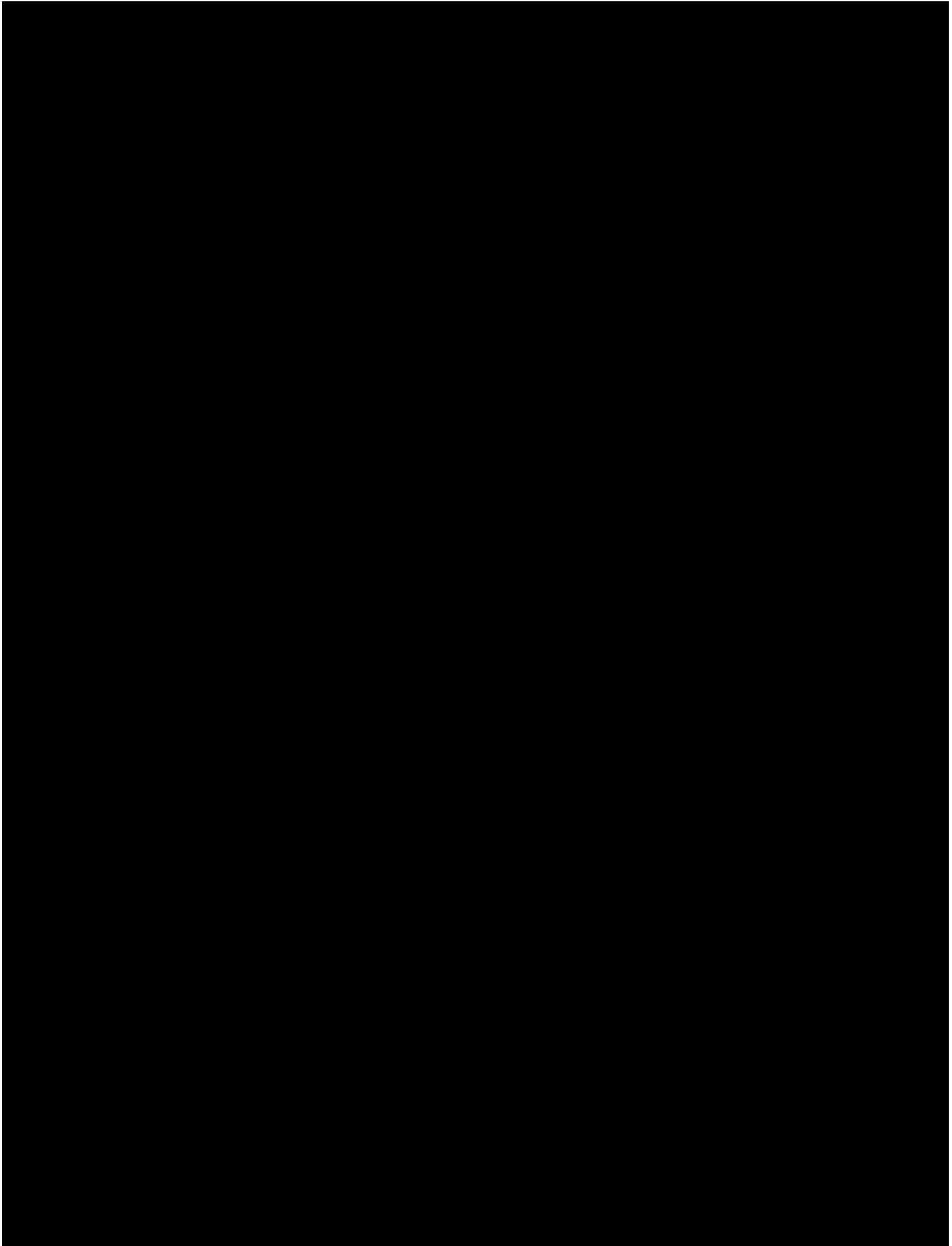
ADT Commercial named as a creditor to a customer/debtor under bankruptcy and/or foreclosure matters; employee wage garnishment proceedings; commercial collection matters; traffic citations; ordinance [false alarm] citations; automobile negligence actions; alarm operations civil litigation (most typically insurance subrogation claims). Because of the volume and geographic diversity of routine, non-material legal matters that ADT Commercial sees in the ordinary course and the different internal functional groups that may be responsible for handling particular types of matters, and further given the dynamic and routine reality of new matters being filed and existing matters being closed, it becomes burdensome to the point of impracticality for ADT Commercial to list all such matters at any point in time, let alone for any defined or undefined period of time. There is no matter currently that has or may have a material adverse impact on ADT Commercial’s ability to perform its contract obligations to any customer.

VII. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

See a. References

VIII. Provide any additional information relevant to this section.





Customers are Our True North

It takes a comprehensive, complex and reliable integrated security system to establish a safe learning environment for inner city youth in one of America's largest urban areas. The ADT Commercial team stepped up to the challenge to become this charter school's One Ideal Partner for every phase of the project.



SAMMY
AWARDS

**Integrated
Installation
of the Year**

FINALIST

Samueli Academy case study



Samueli photo credits: Costea Photography, Inc.

Samueli Academy case study

ADT Commercial is helping to create a safer, more secure environment for students and staff at an innovative public charter school at the epicenter of one of Orange County's largest inner cities. Samueli Academy, located in Santa Ana, California, offers youth a student-centered choice for their education at the 7.1-acre campus that includes on-site housing for foster children who need a stable living atmosphere to help them excel academically. The campus complex also has state-of-the-art, interactive classrooms, an expansive, multi-functional student union, and a college and career resource center.

Leo Cid, National Accounts Manager, worked previously with Samueli Academy's CFO and the Orangewood Foundation, who oversee and manage the campus. ADT Commercial was engaged after the first phase of the project when a local integrator failed to deliver on expected results.



Working closely with Samueli Academy's CFO, IT Director, Facilities Director, and the campus team, ADT Commercial approached the project proactively to identify and address issues with the previous security system. Our teams made it a priority to design and deploy a truly integrated solution that would anticipate securing a growing campus, enhance the visibility of campus security and provide streamlined processes using the most advanced technologies.

"When our team first stepped in, we invested the first six months diagnosing the immediate challenges Samueli Academy was experiencing. From there, we set out to move the customer from proprietary technology to an integrated system that would allow them to use a single, robust platform for all their needs," said Leo.

We set out to move the customer from proprietary technology to an integrated system that would allow them to use a single, robust platform for all their needs

—Leo Cid, National Accounts Manager





The comprehensive system integrated solutions across all six buildings on the campus, including:

- **Access control** that protects perimeter doors, IT rooms, and student housing facility elevators with floor control. It is integrated with an access-controlled gate at the campus entrance.
- An **audio/video IP intercom** is tied into the access control system.
- **Intrusion detection** is divided into two sections—one for the residential/student housing facility and the other for remaining campus locations. Both sections are equipped to communicate with the ADT Commercial central station via cellular connections as the primary communication path.
- An upgraded **video management system** consisting of indoor and outdoor cameras uses the latest software feature sets and covers the entire campus.
- ADT Commercial's **eSuiteSM account management** services, used for 24-hour monitoring of the intrusion systems, including overseeing opening/closing schedules and remote managed services for access control, intercom and video management.



Much of the work was completed during 2020 amid the pandemic, and despite the circumstances, the ADT Commercial teams remained fully dedicated to the project, pressing forward at every turn. Team members attended weekly meetings to be briefed on evolving challenges and continued to provide deliverables that met or exceeded customer expectations.

“ADT Commercial has worked closely with our team every step of the way to design and install a truly integrated security system to help protect our students, faculty, staff and the entire campus. This past year has been challenging on

many fronts, but their team never wavered in their commitment to delivering this project on time and on budget,” said John Luker, CFO for Samueli Academy.

As this customer’s One Ideal Partner, our team of highly trained professionals in system design, engineering, project management, installation and service are dedicated to delivering the advanced, seamless security needed to help protect the students, faculty and staff at Samueli Academy so they can focus on the important work they do to create a positive, enriching and safe educational experience.

This past year has been challenging on many fronts, but their team never wavered in their commitment to delivering this project on time and on budget

—John Luker, CFO for Samueli Academy



TAB 5

VALUE ADD

Facility Technology Integration & Security System Services



Powered by Experience. Driven by Excellence.™

Tab 5 – Value Add

I. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Government Agencies are often faced with having to rely upon multiple companies to provide security, fire and life safety systems and service to help protect their people, properties, and campuses. ADT Commercial offers a new, more comprehensive choice as the holistic and trusted partner to government and education environments, ranging from mid-size organizations to large-scale businesses. In all elements of our operations, we’re focused on empowering our people – our greatest asset – to make the most informed decisions on behalf of our customers, bringing them the most suitable and innovative solutions to fit their facilities and exceed their expectations.

The benefit of working with ADT Commercial starts with our people, and their commitment to service excellence and success. It is always our goal to develop strong, long-lasting partnerships with our customers that extend well beyond security and sales. We aim to be an advisor and resource, and a true consideration as our customers conceptualize future projects and infrastructure.

Through years of experience and working with customers from the State, Federal, Enterprise and Commercial markets, we’ve also found a need to incorporate our own dedicated, in-house, enterprise-level support organizations to partner with our 246,000 commercial customers to develop tools that would allow them to interface with us at the highest level. They include:

- National Fire & Life Safety Team (NFLST)** - We utilize NICET Certified (National Institute for Certification in Engineering Technologies) technicians, installers and inspectors who understand your business, landscape, and risks. Our staff members also enrich their life safety knowledge with other certifications and advanced courses in fire and life safety and are qualified to deploy systems for businesses of all sizes.
- Enterprise Solutions Group** – Our shared services organization that can support our State, Local and Education customers with engineering support on projects or end-to-end solutions. Our Enterprise Solutions Group provides engineering support across all ADT Commercial-preferred vendor products, including those fit for any system size, from smaller installations to large and/or complex solutions.
- Network Operations Center** – We own and operate two Network Operations Centers (NOC) as part of our Integration Solutions Division. From the NOC, we can design, manage, and monitor a separate IT network for our customers’ security applications.
- Enterprise Security Risk Management Group (eSRG)** - Staffed by senior executives with backgrounds in intelligence, business stability, organizational change, technology and both federal and municipal law enforcement, members of ADT Commercial’s Enterprise Security Risk Group independently assess the risks facing customer organizations, identify the people and process metrics to continuously improve performance, provide managed services to enhance internal staff, build a value-based security program and plan, and create a technology roadmap to make the most of a company’s people and processes.
- Advanced Integration Services** - The Advanced Integration Services (AIS) group provides technical and pre-sales support on projects that require a high-level technical solution to be developed. AIS is supported by a group of incredibly experienced engineers



that have a deep understanding of enterprise IT and the physical security systems we support. AIS also provides technical support to the eSRG, typically on technical areas of a proposal and execution of technology assessments.

- **Managed and Hosted Services** - Our experienced professionals manage over 1,500 networks at our ADT Commercial Network Operations Center (NOC) providing remote monitoring, management, and support. We offer proactive system maintenance, network connections and security audits performed by Tier 2 support with

ADT SECURITY INNOVATIONS LAB

We’re dedicated to innovation with a single focus in mind—you, our commercial customers. We’re driven to address your needs better, streamline your security operations, prioritize the protection of your people and assets—all while keeping budgets in check. That’s why we established our Innovation Lab in Dallas, TX. Our innovation partners, engineers, and project managers on-site every day at our Innovation Lab is specifically looking for revolutionary ways to help advance the commercial security industry and build that path forward through new technology. We’re always taking chances, striving to be proactive, to innovate and expand into emerging markets and technologies—all to continue to be that One Ideal Partner for you.

Halodi Robotics

Our work with Halodi Robotics is focused on developing new algorithms and solutions for the technology platform to eventually bring humanoid robotics to a variety of commercial environments and security applications. While the presence of robotics in security has been trending upwards for years, our partnership with Halodi signifies a unique opportunity to develop a humanoid robotics solution that is cost-effective to streamline operations and help commercial customers to protect their greatest asset—their people.



Percepta AI

ADT Commercial is actively developing the application of Percepta’s socially responsible AI technology in commercial environments. Percepta’s solution responds to emerging concerns surrounding the use of facial recognition technologies and is designed to anonymize individuals’ demographic features—including race, gender and age—by analyzing existing security camera feeds to detect shoplifting incidents in real time. Using advanced action recognition techniques, the technology tracks individuals’ movements, scanning for probable shoplifting or precursory shoplifting behavior and assesses theft probability.



- I. **Competitive Range:** It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

CONFIRM

- II. Past Performance: An Offeror's past performance and actions are relevant in determining whether the Offeror is likely to provide quality goods and services; the administrative.**

CONFIRM

- III. aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.**

CONFIRM

ADT Commercial is, first and foremost, completely dedicated to the needs and evolving demands of our state and local government. We're keyed into a level of service and knowledge that we believe helps us to differentiate ourselves within the industry. Our customers are what drive us, guide us, and keep us in a constant state of innovation as we seek to heighten their overall service experience. With ADT Commercial, our customers benefit from the expertise of more than 4,500+ professionals spread across 150 commercial branch locations. We're an organization with an extensive national footprint, supported by a local touchpoint and capabilities, allowing us to nimbly respond to our customers' needs. Whether it's for a mid-size organization or a large-scale enterprise, we diligently measure performance from a variety of key identifiers to solidify the integrator-customer relationship, and that the quality of service remains in-standard—evaluating every element of the customer experience from our call centers to our front-line field operations. We consistently maintain an aggressive customer contact strategy to ensure each customer feels top-of-mind and that they can count on ADT Commercial to respond to their needs directly and with the utmost urgency. Additionally, when it comes to the overall customer service experience, we want our employees to feel empowered to make the best decisions possible to meet our customers' needs. Prioritizing our customers as our True North is one of our Guiding Principles and is fully ingrained within our company culture. We know that our reputation is based on how we serve our customers, and so it's our goal to ensure that our teams—some of the most talented, experienced leaders in the industry—remain fully focused on making ADT Commercial that One Ideal Partner in all our relationships. We're also primed to adapt. Given the breadth of knowledge and expertise employed at every level of our organization, we're able to adeptly meet the evolving needs of our customers in a measured and meaningful way. As the entire industry made efforts to navigate the ongoing COVID-19 public health crisis, the ADT Commercial response was immediate. We provided a multitude of resources to our customers, prospects and the public-at-large, addressing certain elements of security plans across industries to reexamine amidst the crisis, and the tools needed to evolve with the ever-changing circumstances. We've addressed and offered solutions geared toward helping our customers and commercial facilities across a wide range of markets to open confidently and safely, with the health of their employees, visitors and patrons remaining top-of-mind.

- IV. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.**

CONFIRM



TAB 6

ADDITIONAL REQUIRED DOCUMENTS (APPENDIX C)

Facility Technology Integration & Security System Services



Powered by Experience. Driven by Excellence.™

Tab 6 – Additional Required Documents (Appendix C)

A. Acknowledgment and Acceptance of Region 4 ESC’s Open Records Policy (Appendix C, Doc #1)

Appendix C, Doc #1

**ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC’s OPEN RECORDS POLICY**

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is 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.

Signature below certifies complete acceptance of Region 4 ESC’s Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC’s Open Records Policy below:

- We acknowledge Region 4 ESC’s Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

12/9/21

Date



Authorized Signature & Title

B. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)

Appendix C, Doc #2

**ANTITRUST CERTIFICATION STATEMENTS
 (Tex. Government Code § 2155.005)
 Attorney General Form**

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 proposal, 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 proposal, 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 proposal 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 ADT Commercial LLC

Contact



Signature

Scott Wulforst

Printed Name

Director, State Local Government

Position with Company

Address

1501 Yamato Road

Boca Raton, FL 33431

**Official
 Authorizing
 Proposal**

Signature

Printed Name

Position with Company

Phone 775 - 287 -8110

Fax _____

C. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)

Appendix C, DOC # 3

Implementation of House Bill 1295**Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

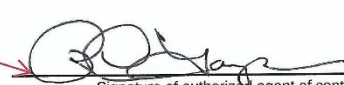
The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

CERTIFICATE OF INTERESTED PARTIES		FORM 1295		
		1 of 1		
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY		
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. ADT Commercial LLC Boca Raton, FL United States		CERTIFICATION OF FILING Certificate Number: 2021-828679 Date Filed: 12/02/2021 Date Acknowledged:		
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Region 4 Education Service Center				
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. 22-07 Security System Services Electronic fire and security system sales, installation, services and monitoring.				
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Fire & Security Holdings LLC	Boca Raton, FL United States	X	
	Smail, David	Boca Raton, FL United States	X	
	Likosar, Jeffrey	Boca Raton, FL United States	X	
	Bresingham, Daniel	Boca Raton, FL United States	X	
5 Check only if there is NO Interested Party. <input type="checkbox"/>				
6 UNSWORN DECLARATION My name is <u>Rick Tampier</u> and my date of birth is _____ My address is <u>1501 Yamato Road</u> , <u>Boca Raton</u> , <u>FL</u> , <u>33431</u> , <u>USA</u> <small>(street) (city) (state) (zip code) (country)</small> I declare under penalty of perjury that the foregoing is true and correct. Executed in <u>DePue</u> County, State of <u>IL</u> , on the <u>9</u> day of <u>Dec</u> , 20 <u>21</u> . <small>(month) (year)</small> <div style="text-align: center; margin-top: 10px;">  _____ Signature of authorized agent of contracting business entity (Declarant) </div>				

D. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Rick Tampier, as an authorized representative of ADT Commercial LLC, a contractor engaged by Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

12/9/21
Date

E. Felony Conviction Notification (Appendix C, Doc #5)

Appendix C, DOC # 5

FELONY CONVICTION NOTIFICATION

Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This Notice is Not Required of a Publicly Held Corporation

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Offeror shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §§153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Except as otherwise provided herein, Offeror will obtain and certify in writing, before work begins, that the Offeror has received all criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Offeror/Contractor or Subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on Region 4 ESC's, or Participating Public Agency as applicable to the Texas Education Code, property where students are regularly present or at another location where students are regularly present. Awarded Offer(s) shall assume all expenses associated with the background checks and shall immediately remove any employee or agency who was convicted of, receive probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Region 4 ESC's property or other location where students are regularly present.

Offeror/Contractor or sub-contractors may not work on Region 4 ESC's, or Participating Public Agency where the Texas Education Code may be applicable, property where students are present when they have been convicted, received probation, or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school.
2. Any sex offense.
3. Any crimes against persons involving:
 - a. Controlled substances; or
 - b. Property; or
4. Any other offense Region 4 ESC or Participating Public Agency where the Texas Education Code may be applicable, believes might compromise the safety of students, employees or property.

I, Rick Tampier, as an authorized representative of ADT Commercial LLC, the Offeror verify that:

A. My company is **not** owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____ Date: _____

B. My company is **owned or** operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Date: _____

C. My company is a **publicly held** corporate, therefore, this reporting requirement is not applicable.

Signature of Company Official:  Date: 12/9/21

F. Any additional agreements Offeror will require Participating Agencies to sign

ADT Commercial may require its commercial monitoring agreement and service addendum to be attached or included with certain projects.



ADDENDUM TO PURCHASE ORDER, INSTALLATION, OR SERVICE AGREEMENT

Customer:		Date of Purchase Order/Agreement:	
Project Manager:		Project Name/PO No.:	

THIS ADDENDUM TO PURCHASE ORDER, INSTALLATION, OR SERVICE AGREEMENT is made and entered into, and is attached to and made a part of such Purchase Order/Agreement (the "Agreement") dated above between **ADT Commercial LLC** (hereinafter "ADTC") and the Customer identified above (Customer).

RECITALS

A. ADTC has been engaged by Customer to install, or service and/or maintain, the Project(s) certain access control, closed circuit television, surveillance, fire detection, intrusion detection and/or other security equipment (herein collectively referred to as the "System"), which is intended to, among other things, avert or detect intrusion, burglary, theft or fire events. In addition, ADTC may have been engaged by Customer to provide certain monitoring, maintenance, inspection, guard or other services in connection with the System (herein collectively referred to as the "Services").

B. The parties acknowledge that (i) the risk of loss, and the potential liability for such losses, exists before, and is independent of, the provision of Services to the Project, (ii) security systems do not create, nor do they increase, the risk or extent of such losses, (iii) ADTC does not and cannot control the situations or events that give rise to the occurrences (burglaries, fires, etc.) or the consequences thereof (property loss, personal injury, etc.) that the System or Services are intended to avert or detect, and (iv) because of the unique nature of the System and Services, the parties have agreed that ADTC's liability should be limited in accordance with the provisions of this Addendum.

AGREEMENTS

Accordingly, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Applicability. This Addendum is intended to modify the Agreement as it pertains to the ADTC's Services on the above Project(s). The terms of this Addendum shall control over any conflicting or inconsistent provision of the Agreement or any other agreement between or among Customer and ADTC, and/or any third party with regard to the subject matter hereof.

2. Monitoring Services. If Customer has subscribed to Monitoring, Signal Receiving and Notification Services, ADTC shall program the security system to communicate with ADTC's monitoring facility ("Central Station"). When the Central Station receives an alarm signal from Customer's System (an "Alarm Event"), ADTC will make reasonable efforts, consistent with local laws and our response policies, to contact the appropriate local emergency response provider ("Emergency Response Provider" or "ERP"), and the first person designated on Customer's Monitoring Information Schedule. In the event a burglar alarm signal or fire signal registers at the Central Station, ADTC may, in our sole discretion, endeavor to contact the Premises by telephone to verify that the Alarm Event is not a false alarm. Some local governments may place conditions or restrictions on their dispatch of ERPs in response to an Alarm Event, and such conditions or restrictions may require that additional measures be taken to verify the Alarm Event before dispatch. ADTC does not guarantee that such additional measures will be successful or that Emergency Response Providers will be dispatched should an Alarm Event occur. In the event a supervisory signal or trouble signal registers at our Central Station, ADTC shall endeavor to notify the Premises or the first available person designated on Customer's Monitoring Information Schedule. ADTC may, without notice to Customer, in response to governmental or insurance requirements, or otherwise in our sole discretion, alter, amend or discontinue any of our policies and procedures for alarm response. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by us, or otherwise comply with such requirements. ADTC may charge an additional fee for such service.

In addition, ADTC is subject to various governmental regulations and industry standards designed to reduce false alarms. These regulations and standards may result in practices and procedures that delay the notification of authorities of alarm activations, including, without limitation, programmed delays in Customer's System's communication with our Central Station.

In the event Alarm Verification Service is being furnished, it is mutually understood and agreed that equipment is being installed which, as to certain locations in the Premises, will require the activation of two sensing devices, or a second activation of a single alarm sensor, or a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted. Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at the Premises.

Customer represents and warrants to ADTC that any vault to be protected by ADTC hereunder by sound or vibration detection systems

has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. Customer agrees to test any ultrasonic, microwave, capacitance or other electronic equipment designated on the Equipment page of this document or on Customer's separate Schedule of Protection prior to setting the alarm System for closed periods, according to procedures established from time to time by ADTC, and to notify ADTC promptly in the event that such equipment fails to respond to the test.

3. ADTC Not an Insurer. CUSTOMER AGREES THAT EXCEPT FOR THE LIMITED INDEMNITY PROVIDED IN PARAGRAPH 4(a) BELOW: (A) ADTC IS NOT AN INSURER OF CUSTOMER, PERSONS WORKING OR OTHERWISE PRESENT AT CUSTOMER'S PREMISES, OR OF CUSTOMER'S PREMISES OR ITS CONTENTS; (B) IT IS CUSTOMER'S RESPONSIBILITY TO OBTAIN ADEQUATE INSURANCE COVERING CUSTOMER, CUSTOMER'S PREMISES AND ITS CONTENTS, CUSTOMER'S EMPLOYEES, INVITEES AND OTHER AFFECTED PERSONS AND PROPERTY; (C) OUR CHARGES ARE BASED ON THE DETERRENCE AND OTHER VALUE OF THE EQUIPMENT AND SERVICES ADTC PROVIDES AND OUR LIMITED LIABILITY UNDER THIS CONTRACT, AND NOT ON THE VALUE OF CUSTOMER'S PREMISES OR ITS CONTENTS, OR THE LIKELIHOOD OR POTENTIAL EXTENT OR SEVERITY OF PERSONAL INJURY (INCLUDING DEATH) TO AFFECTED PERSONS; AND (D) THE SYSTEM AND SERVICES MAY NOT ALWAYS OPERATE AS INTENDED FOR VARIOUS REASONS, INCLUDING OUR NEGLIGENCE OR OTHER FAULT. ADTC CANNOT PREDICT THE POTENTIAL AMOUNT, EXTENT, OR SEVERITY OF ANY DAMAGES OR INJURIES THAT MAY BE INCURRED BY CUSTOMER AND OTHER PERSONS, WHICH COULD BE DUE TO THE FAILURE OF THE SYSTEM OR SERVICES TO WORK AS INTENDED. AS SUCH (I) CUSTOMER AGREES THAT THE LIMITS ON OUR LIABILITY, AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS CONTRACT, ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CUSTOMER, ADTC AND ANY AFFECTED THIRD PARTIES; (II) CUSTOMER WILL LOOK PRIMARILY TO CUSTOMER'S INSURER FOR FINANCIAL PROTECTION FROM SUCH RISKS AND LIABILITIES, AND (III) EXCEPT AS PROVIDED IN PARAGRAPH 6, CUSTOMER WAIVES ALL OTHER RIGHTS AND REMEDIES AGAINST ADTC THAT CUSTOMER MAY HAVE DUE TO ANY LOSSES OR INJURIES CUSTOMER OR OTHERS INCUR.

4. ADTC Indemnification. Notwithstanding any term or condition of the Agreement or other agreement between ADTC and Customer to the contrary:

(a) **In Connection with Work on the Project Site:** ADTC will only hold Customer, its officers, directors, agents and employees harmless from any and all losses, damages, injuries, liabilities or other expenses ("Losses") to the extent directly caused by the negligent acts or omissions of ADTC, its agents or employees, during and within the scope of their employment, while on the Project Site.

(b) **Other:** Notwithstanding the above, ADTC's obligations under paragraph 4(a) shall not apply to any Losses arising out of, resulting from or in any way due or attributable to the condition, non-function, malfunction, faulty design, or failure in any respect of the System or Services to operate or perform as intended (herein, "System Failure Events"), unless such System Failure Events are determined to be caused by, or arise out of, the sole or gross negligence, or intentional misconduct of ADTC, its agents or employees. ADTC's liability for System Failure Events is strictly limited pursuant to paragraphs 5 and 6 below.

5. System Failure Events. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, THE CONTRACT DOCUMENTS, OR ANY OTHER AGREEMENT BETWEEN OR AMONG CUSTOMER, ADTC, OR ANY THIRD PARTY, NEITHER ADTC NOR ANY PERSON OR ENTITY AFFILIATED WITH ADTC SHALL BE LIABLE FOR ANY LOSSES ARISING DIRECTLY OR INDIRECTLY FROM ANY SYSTEM FAILURE EVENTS. IF ADTC OR ANY PERSON OR ENTITY AFFILIATED WITH ADTC IS DETERMINED TO BE LIABLE FOR ANY LOSSES DUE TO A SYSTEM FAILURE EVENT IN ANY RESPECT, THEIR LIABILITY SHALL BE STRICTLY LIMITED TO THE TOTAL AMOUNT PAID UNDER THE AGREEMENT, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY. THIS AMOUNT IS THE SOLE AND EXCLUSIVE REMEDY UNLESS THE LOSSES ARE DETERMINED TO BE CAUSED BY ADTC'S SOLE OR GROSS NEGLIGENCE (ACTIVE, PASSIVE OR OTHERWISE). This provision shall survive the termination of this Contract and Customer's Account, as well as voluntary payment in full by Customer, any legal proceedings by ADTC to collect a debt owed by Customer, any bankruptcy by Customer, or any sale by ADTC of Customer's Account.

6. Additional Limitations on Liability. IN NO EVENT SHALL ADTC NOR ANY PERSON OR ENTITY AFFILIATED WITH ADTC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECULATIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, WHETHER BY STATUTE,

IN TORT, AT COMMON LAW, BY STRICT LIABILITY OR IN CONTRACT. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST ADTC FOR FAILURE OF THE SYSTEM OR THE SERVICES IN ANY RESPECT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION. This provision shall survive the termination of this Contract and Customer's Account, as well as voluntary payment in full by Customer, any legal proceedings by ADTC to collect a debt owed by Customer, any bankruptcy by Customer, or any sale by ADTC of Customer's Account.

7. Hazardous Materials. In all cases except when the project involves new construction, Customer represents and warrants that to the best of Customer's knowledge, the Project Site is free of hazardous materials. As used herein, the term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material as classified by applicable state or federal law. If any such substance is discovered on the Project Site, ADTC will not be required to install or service the System unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer agrees to indemnify, defend, and hold ADTC, its officers, directors, and agents harmless from any damages, claims, injuries, liabilities or other expenses resulting from the exposure of ADTC's employees, contractors, or subcontractors to hazardous materials at the Project Site.

8. Payment. Nothing in the Agreement shall be construed as a waiver by ADTC of its rights to payment under applicable prompt payment statutes. Further, Customer shall not refuse payment of any retainage due and owing to ADTC without ADTC's written consent and, if such refusal is based on ADTC's performance of the work covered by the Agreement, then ADTC shall be entitled to reasonable notice of the basis for withholding any such retainage and a reasonable opportunity to cure any such defective work.

9. Force Majeure. ADTC shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods,

hurricanes, tropical storms, tornadoes, explosions and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, strikes, labor disputes or for any other cause beyond ADTC's reasonable control. ADTC shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure. The parties expressly agree that any delays or costs caused by or related to COVID-19, foreseeable or not, shall be considered a Force Majeure event for purposes of this Agreement.

10. Continuing Effect. Except to the extent modified by this Addendum, the terms and conditions of the Agreement shall remain in full force and effect in accordance with its terms. In the event that any provision of the Agreement, as amended by this Addendum, is found invalid or unenforceable pursuant to judicial decree, the remainder of the amended Agreement shall remain valid and enforceable according to its terms. Captions used herein are for convenience only and shall not be deemed a part of the Agreement or this Addendum or be used to construe any of the provisions thereof or hereof. The Agreement, together with this Addendum, and any other documents specifically incorporated by reference therein or herein, constitutes the entire understanding, agreement and contract between the parties hereto, and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. Neither party has relied upon any agreement, understanding, representation, warranty, nor covenant not expressly set forth in writing herein. The Agreement may be amended only by a written instrument duly executed by both parties and may not be amended orally or by course of performance. All such amendments or modifications of the Agreement shall be binding upon the parties despite any lack of consideration, so long as the same shall be in writing and executed by the parties hereto.

IN WITNESS WHEREOF, Customer and ADTC have caused this Addendum to be executed as of the date first written above.

ADT COMMERCIAL LLC

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____