



CONTRACT DOCUMENTS FOR
24RFP144534K-CRB
WEAPONS DETECTION SYSTEM
For

**DEPARTMENT OF REAL ESTATE AND ASSET
MANAGEMENT**

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EXHIBITS

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u> - Not Applicable
EXHIBIT C:	<u>STATEMENT OF WORK</u>
EXHIBIT D:	<u>PROJECT DELIVERABLES</u>
EXHIBIT E:	<u>COMPENSATION</u>
EXHIBIT F:	<u>PURCHASING FORMS</u>
EXHIBIT G:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT H:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>
EXHIBIT I:	<u>TERMS AND CONDITIONS</u>
EXHIBIT J:	<u>END USER AGREEMENT</u>
EXHIBIT K:	<u>EXHIBIT A – SUBSCRIPTION TERMS</u>
EXHIBIT L:	<u>EXHIBIT B – PURCHASE AND LICENSE TERMS</u>

CONTRACT AGREEMENT

Consultant: **Allied Universal Technology Services**

Contract No.: **24RFP144534K-CRB – Weapons Detection System**

Address: **3440 Sojourn Dr., Suite 240**
City, State **Carrollton, Texas 75006**
Telephone: **877.894.4949**

Email: **christopher.starenko@aus.com**

Contact: **Christopher Starenko**
Regional Vice President Southeast

This Agreement made and entered into effective the 11th day of August, 2025 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Allied Universal Technology Services**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its **Department of Real Estate and Asset Management** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to provide all materials, labor, tools, equipment and appurtenances necessary for procurement, installation and connection of Weapons Detection Systems at the Government Center, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions – Not Applicable;
- V. Exhibit C: Statement of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;

- X. Exhibit H: Insurance and Risk Management Forms
- XI. Exhibit I: Terms and Conditions
- XII. Exhibit J: End User Agreement
- XIII. Exhibit K: Exhibit A – Subscription Terms
- XIV. Exhibit L: Exhibit B – Purchase and License Terms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **March 19, 2025, BOC#25-0205**.

ARTICLE 2. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. DESCRIPTION OF PROJECT

County and Consultant agree the Project is to perform the **installation of the Weapons Detection System units and equipment**. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. STATEMENT OF WORK

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Statement of Work.

ARTICLE 5. DELIVERABLES

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. SERVICES PROVIDED BY COUNTY

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Statement of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. MODIFICATIONS

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. SCHEDULE OF WORK

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. CONTRACT TERM

The contract will commence as of the date indicated in the Notice to Proceed (NTP) and shall continue until the sooner of (a) a period of **120** calendar days; (b) Final Acceptance; or (c) the Agreement is terminated as provided herein.

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project **shall not exceed \$641,380.00 (Six Hundred Forty One Thousand Three Hundred Eighty Dollars and No Cents)**, which is full payment for a complete statement of work.

ARTICLE 11. **PERSONNEL AND EQUIPMENT**

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. **SUSPENSION OF WORK**

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party

seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Statement of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONSULTANT**

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any

liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. INDEMNIFICATION

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, the Consultant shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant, at Consultant's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant shall retain its own separate counsel, each at Consultant's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant has complied with all of Consultant's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant has not complied with all of Consultant's obligations with respect to such claim, Consultant shall be obligated to pay the cost and expense of such separate counsel). Consultant may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and

studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk

Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions

of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management – Director
141 Pryor St. SW
Atlanta, Georgia 30303
Telephone: 404.612-5900
Email: Joseph.Davis@fultoncountyga.gov
Attention: Joseph Davis

With a copy to:

Department of Purchasing & Contract Compliance
Chief Purchasing Agent
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Allied Universal Technology Solutions
3440 Sojourn Drive, Suite 240
Carrollton, Texas 75006
Telephone: 877.894.4949

Email: Christopher.Starenko@aus.com
Attention: Christopher Starenko

ARTICLE 35. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. WAGE CLAUSE

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

Allied Universal Technology Services

Signed by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Brian Richard Muller

Brian Muller, Director of Sales Southeast

ATTEST:

Please select Attest or Notary from checkbox

Attest

Notary

ATTEST:

Signed by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

Signed by:

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

Signed by:

Kaye Burwell

Office of the County Attorney

Notary Public:

Niharika Ch

APPROVED AS TO CONTENT:

County: Williamson Texas

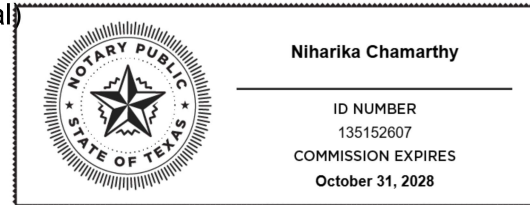
Signed by:

Joseph Davis

Joseph N. Davis
Director - Department of Real
Estate and Asset Management

Commission Expires: 10/31/2028

(Affix Notary Seal)



Electronically signed and notarized online using the Proof platform.

Please select Regular Meeting or Second Regular Meeting

Regular Meeting

☒ Second Regular Meeting

ITEM#: _____ RM: _____
REGULAR MEETING

ITEM#: 25-0205 2ND RM: 03/19/2025
SECOND REGULAR MEETING

ADDENDA



Date: September 13, 2024

Project Number: 24RFP144534K-CRB

Project Title: Weapons Detection System

This Addendum forms a part of the contract documents and modifies the original RFP documents as noted below:

ADDENDUM NO. 1

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 1, 13th day of September, 2024.

Christopher Starenko

Legal Name of Bidder/Proposer

Signature of Authorized Representative

Senior Account Manager

Title



Date: October 18, 2024

Project Number: 24RFP144534K-CRB

Project Title: Weapons Detection System

This Addendum forms a part of the contract documents and modifies the original RFP documents as noted below:

ADDENDUM NO. 2

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 2, 21st day of October, 2024.

Christopher Starenko

Legal Name of Bidder/Proposer

Signature of Authorized Representative

Senior Account Manager

Title



Date: October 25, 2024

Project Number: 24RFP144534K-CRB

Project Title: Weapons Detection System

This Addendum forms a part of the contract documents and modifies the original RFP documents as noted below:

ADDENDUM NO. 3

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 3, 25th day of October, 2024.

Christopher Starenko

Legal Name of Bidder/Proposer

Signature of Authorized Representative

Senior Account Manager

Title



Date: October 30, 2024

Project Number: 24RFP144534K-CRB

Project Title: Weapons Detection System

This Addendum forms a part of the contract documents and modifies the original RFP documents as noted below:

ADDENDUM NO. 4

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 4, 30th day of October, 2024.

Christopher Starenko

Legal Name of Bidder/Proposer

Signature of Authorized Representative

Senior Account Manager

Title



Date: October 31, 2024

Project Number: 24RFP144534K-CRB

Project Title: Weapons Detection System

This Addendum forms a part of the contract documents and modifies the original RFP documents as noted below:

ADDENDUM NO. 5

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 5, 31st day of October, 2024.

Christopher Starenko

Legal Name of Bidder/Proposer

Signature of Authorized Representative

Senior Account Manager

Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its bid submittal.

Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.

10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

**SPECIAL CONDITIONS – NOT
APPLICABLE**

EXHIBIT C

STATEMENT OF WORK

OBJECTIVE:

Allied Universal Technology Services to provide and install five (5) Evolv Express Gen2 single lane units for Fulton County at the following location:

141 Mitchell St SW, Atlanta GA 30303

SCOPE:

THIS PROPOSAL IS FOR AUTS TO PROVIDE AND INSTALL FIVE EVOLV EXPRESS GEN2 SINGLE LANE UNITS IN COLLABORATION WITH EVOLV TECHNOLOGY.

The four locations where the lanes will be installed were determined during the project site walk of the facility as follows:

- MAIN ENTRANCE IN PARKING GARAGE - 2 SINGLE LANES SIDE-BY-SIDE
- SINGLE DOOR ENTRANCE INTO TRAINING ROOM FROM PARKING GARAGE - 1 LANE
- SINGLE DOOR ENTRANCE INTO RESTRICTED AREA FROM PARKING GARAGE - 1 LANE
- SINGLE DOOR ENTRANCE FROM LOADING DOCK IN PARKING GARAGE - 1 LANE

EQUIPMENT:

- 5 EVOLV EXPRESS GEN2 SINGLE LANE UNITS
- 5 Wireless tablets
- 1 EVOLV EXPRESS OPERATIONAL TEST KIT.

INCLUDES FREIGHT AND INSTALLATION.

SOFTWARE AND SERVICES:

- FIVE YEAR SOFTWARE SUBSCRIPTION COVERING ALL FIVE LANES
- All software updates (usually two major releases per year)
- 4 MyEvolv Portal and Insights® users licenses
- Daily, weekly, monthly, and event summary reports¹
- System change notifications
- Request assistance emergency messaging
- MyEvolv mobile app
- Evolv Integration Open API
- Milestone VMS integration
- Genetec VMS integration²
- Titan HST MNS integration²
- Support post-installation
- Access to customer success program
- One-year parts and labor warranty for all defective parts
- When Evolv provides the service, all other break-fix services and support free of charge for all five years of the subscription term (does not include systems damaged by customer or used out of compliance with system documentation)

ADDITIONAL WORK TO BE PERFORMED:

- AUTS WILL INSTALL 120V POWER RECEPTACLES AT EACH OF THE FOLLOWING FOUR LOCATIONS WHERE THE FIVE EVOLV LANES WILL BE INSTALLED:

- MAIN ENTRANCE IN PARKING GARAGE
 - SINGLE DOOR ENTRANCE INTO TRAINING ROOM FROM PARKING GARAGE
 - SINGLE DOOR ENTRANCE INTO RESTRICTED AREA FROM PARKING GARAGE
 - SINGLE DOOR ENTRANCE FROM LOADING DOCK IN PARKING GARAGE
- AUTS WILL INSTALL STEEL GALVANIZED RAIL BETWEEN THE THREE YELLOW SAFETY BOLLARDS LOCATED AT THE MAIN ENTRANCE IN THE PARKING GARAGE.

PERIOD OF PERFORMANCE:

- ALLIED UNIVERSAL TECHNOLOGY SERVICES WILL WORK WITH CUSTOMER LOCATION TO SCHEDULE THE INSTALLATION AND ASSOCIATED ACCESS TO THE FACILITY.
- ALL WORK TO BE PERFORMED DURING NORMAL BUSINESS HOURS MONDAY THROUGH FRIDAY 8:00AM TO 5:00PM.

CUSTOMER/THIRD PARTY FURNISHED PROPERTY AND SERVICE:

- CUSTOMER SHALL PROVIDE CLIENT WORKSTATIONS THAT MEETS THE RECOMMEND SPECIFICATION.
- PROVIDE IP SCHEMA AND ADDRESSING INFORMATION FOR ALL DEVICES TO BE PROVIDED BY CUSTOMER IF NEEDED.
- PROVIDE CORE NETWORK SWITCH, PORTS, IP SCHEMA, AND NETWORK INFRASTRUCTURE HARDWARE AND SOFTWARE FOR A FUNCTIONAL SYSTEM.

Project Performance Requirements:

- Allied Universal Technology Services standard safety procedures will be adhered to on this project. At this time, we are unaware of any specialized procedures that may be outlined.

EXCLUSIONS:

THE FOLLOWING IS NOT INCLUDED IN THIS PROPOSAL UNLESS SPECIFICALLY LISTED ABOVE:

- OVERTIME, WEEKEND, OR HOLIDAY LABOR.
- RACK AND ENCLOSURES
- SERVERS, CLIENT COMPUTERS AND MONITORS.
- WORKSTATIONS AND MONITORS.
- ACCESS CARDS, BADGES, FOBs, AND CREDENTIALS.
- NETWORK SWITCHES AND POE SWITCHES.
- INTERNET SERVICE IF APPLICABLE.
- BADGING PRINTERS AND CAMERAS.
- RACKS, KVM HARDWARE AND SOFTWARE, RACK MOUNTED MONITORS.

PAYMENT SCHEDULE:

- 25% MOBILIZATION.
- FINAL INVOICE UPON COMPLETION
- PAYMENT TERMS NET-30

EXHIBIT D

PROJECT DELIVERABLES

1. Must have Weapons Detection System, including installation and connection of 6 separate Entry Units available for delivery upon award.
2. Demonstration of Operation. Must demonstrate full operation of all aspects of the Weapons Detection System upon completion of the installation before accepted final project competition.
3. Provide installation schedule.
4. Provide Technical and Training to Fulton County authorized personnel.

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$641,380.00 (Six Hundred Forty-One Thousand Three Hundred Eighty Dollars and Zero Cents) , which is full payment for a complete scope of work. The detailed costs are provided in the attached Cost Proposal Form.

EXHIBIT 1

COST PROPOSAL FORMS

24RFP139966K-CRB Weapons Detection System

ITEM	DESCRIPTION	COST
1.	Location #1 - Install two (2) Touchless Screening Weapons Detection System -Indoor Lane & Monitors	\$128,512.00
2.	Location #2 - Install one (1) Touchless Screening Weapons Detection System -Indoor Lane & Monitors	\$64,256.00
3.	Location #3 - Install one (1) Touchless Screening Weapons Detection System -Indoor Lane & Monitors	\$64,256.00
4.	Location #4 - Install one (1) Touchless Screening Weapons Detection System - Indoor Lane & Monitors	\$64,256.00
5.	Subscription License for 5 years - 5 Lanes	\$320,100.00
	TOTAL COST (Line items 1-7)	\$641,380.00

EXHIBIT F

PURCHASING FORMS

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

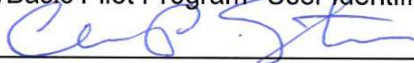
By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **Allied Universal Technology Services**

_____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

722747

EEV/Basic Pilot Program* User Identification Number



BY: Authorized Officer of Agent (Allied Universal Technology Services)

Senior Account Manager

Title of Authorized Officer or Agent of Contractor

Christopher Starenko

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 15th day of October, 2024.Notary Public: County: FultonCommission Expires: November 8 2025

Camille Dircks
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 11/08/2025

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

STATE OF GEORGIA
COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] Allied Universal Technology Services behalf of Fulton County Government has registered with and is participating in a federal work authorization program⁴, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

128 783

EEV/Basic Pilot Program* User Identification Number

Lori Ann Mortensen
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

V P of Compensation + Benefits

Title of Authorized Officer or Agent of Subcontractor

Lori Ann Mortensen

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 15th day of October, 2024

Debra Simpson

(Notary Public)

(Seal)

Commission Expires:

6/27/2025

(Date)

DEBORA SIMPSON
Notary Public, State of Florida
My Comm. Expires 06/27/2025
Commission No. HH145712

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

- President and Chief Executive Officer Steven S. Jones 450 Exchange, Irvine, CA 92602
- Executive Vice President, General Counsel and Secretary Loretta Cecil 161 Washington St Suite 600, Conshohocken, PA 19428 Chief Financial Officer and Treasurer Timothy E. Brandt 450 Exchange, Irvine, CA 92602
- Divisional President Carey Boethel 15770 Dallas Parkway Suite 500, Dallas TX 75248
- Dominic Maggiano, Vice President 5770 Dallas Parkway Suite 500, Dallas TX 75248
- Assistant Secretary Nancy R. Peterson 161 Washington St Suite 600, Conshohocken, PA 19428

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

AUTS is a systems integrator that specializes in providing customers with business solutions from concept to completion. The core focus is in security design, engineering, and installation. The company presents the customer a broad base of solutions and cover many business challenges.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

Not Applicable

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES ☒ NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES ☒ NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES ☒ NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES ☒ NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES ☒ NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: ☒ YES NO

AUTS is subject to routine litigation in the ordinary course of its business as a result of the size and scope of the business. AUTS has significant insurance coverages to meet any and all liability based claims brought against the company. All claims are addressed and resolved in a timely manner. There is no pending litigation which, in the event of an adverse verdict or result, would have an effect on AUTS's ability to provide services.

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

NO

AUTS (including its owners, partners, and officers) have not been found by a State or Federal Court to have violated any laws in the performance of a contract. AUTS, however, is subject to routine litigation in the ordinary course of its business. Primarily this relates to commercial disputes or tort-based claims involving damage to person or property at a location where AUTS is providing services. The company maintains general liability and other insurance coverage which it believes adequately insures against the risks associated with these claims. Additionally, as a large employer, from time to time, the company is subject to employment related claims. The large majority of these claims are dismissed without further action. AUTS is also subject to routine compliance inquiries by regulatory agencies such as the Department of Labor, the Occupational Safety and Health Administration, the Equal Employment Opportunity Commission, and their state counterparts, as well as state licensing agencies.

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.


Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 15th day of October, 2024


Christopher Starenko 10/15/24
(Legal Name of Proponent) (Date)

 10/15/24
(Signature of Authorized Representative) (Date)

Senior Account Manager
(Title)

Sworn to and subscribed before me,

This 15 day of October, 2024


(Notary Public) (Seal)

Camille Dircks
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 11/08/2025

Commission Expires November 8, 2025
(Date)

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Matthew Lewis Zupancic


Performing work as: Prime Contractor ☒ Subcontractor/Sub-Consultant ☐

Professional License Type: Low Voltage - Unrestricted

Professional License Number: LVU406222

Expiration Date of License: 8/31/2025

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:  Christopher Starenko

Date: 10/15/24

(ATTACH COPY OF LICENSE)



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Matthew Lewis Zupancic

Address:

Portland OR 97210

Primary Source License Information

Lic #:	LVU406222	Profession:	Low Voltage	Type:	Low Voltage-Unrestricted
Secondary:		Method:	Examination	Status:	Active
Issued:	6/17/2010	Expires:	8/31/2025	Last Renewal Date:	7/19/2023

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: July 24, 2023 10:24:6

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Miller Electric Company

Performing work as: Prime Contractor _____ Subcontractor/Sub-Consultant X

Professional License Type: Electrical

Professional License Number: EN216307

Expiration Date of License: 6/30/2026

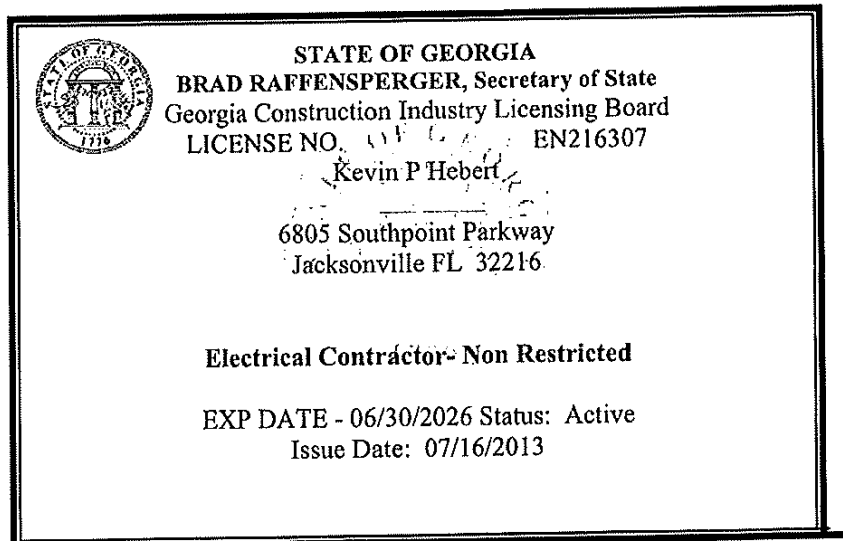
I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: Harry Caraway PM

A handwritten signature in black ink, appearing to read 'Harry W Caraway', written over the printed name.

Date: 10/15/24

(ATTACH COPY OF LICENSE)



A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Kevin P Hebert
6805 Southpoint Parkway
Jacksonville FL 32216

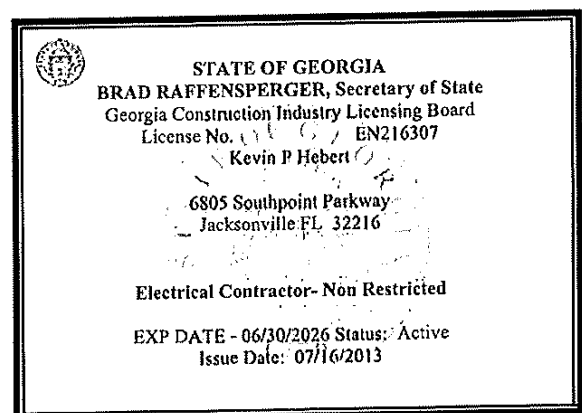


EXHIBIT G

CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Robert Biscardi),
Name

Regional Vice President

Allied Universal Technology Services

Title

Company Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Robert Biscardi TITLE: Regional Vice President

SIGNATURE: 

ADDRESS: 15770 Dallas Parkway, STE 500, Dallas TX 75248

PHONE NUMBER: 850-424-2050 EMAIL: robert.biscardi@aus.com

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name **Allied Universal Technology Services**_____

ITB/RFP Name & Number: **WEAPONS DETECTION SYSTEM - 24RFP144534K-CRB**_____

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) **is NOT** X, is ☐ a minority or female owned and controlled business enterprise. ☐ **African American (AABE)**; ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ☐ **Small Business (SBE)**; ☐ **Service Disable Veteran (SDVBE)** ☐ **Disadvantage Business (DBE)** ****If yes, Prime must submit a copy of recent certification.**
- ☐ Male or ☐ Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ _____ Or _____ %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

EXHIBIT B2 FORM

SUB-CONTRACTOR (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW

Sub Name	Email Address	City, State, Phone	Ethnic Group	Cert Agency	Scope of Work	\$	%
Miller Electric Co	hcaraway@mecojax.com	Marietta GA 470.237.4525	N/A	N/A	Install High Voltage	12,000	4

EXHIBIT C FORM SUBCONTRACTOR

Sub Name	Business Address	Contact Name	email address	Contact Phone	Cert Desig	Scope of Work	Result of Contact
Miller Electric Co.	805 Franklin Ct, Marietta GA 30067	Harry Caraway	hcaraway@mecojax.com	404-556-5421	N/A	Install High Voltage	

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

Insurance Certificate goes here.



EXHIBIT I

TERMS AND CONDITIONS

Terms and Conditions

These Terms and Conditions (the “Terms” or “Agreement”) govern the Proposal submitted by Securadyne Systems Intermediate LLC, a Delaware limited liability company d/b/a Allied Universal Technology Services, and on behalf of its affiliates and subsidiaries (“Company”), and _____ (as defined in the Agreement or “Customer”). These Terms (together with the Proposal more generally) govern those certain Services, pertaining to Company’s providing Services (as defined below) specified in the Proposal, more fully described herein (collectively, the “Services”).

In consideration of the mutual covenants herein and for other good and valuable consideration set forth below, the sufficiency of which is hereby acknowledged, Company and Client hereby agree as follows:

1. DEFINITIONS. The below terms have the following meanings for purposes of this Agreement:

“**Affiliates**” mean an entity, which directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with, another entity. For purposes of this definition, “control” means the power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of more than 50% of the voting equity securities or other equivalent voting interests of the entity. Notwithstanding the foregoing, in no event will any direct or indirect equity holder of Company be deemed to be an Affiliate of Company.

“**Applicable Law**” means the laws of the State of Georgia.

“**Customer**” shall mean the purchaser and end user of the Weapons Detection System.

“**Company Related Parties**” mean Company’s Affiliates and Company’s and its Affiliates’ agents, representatives, suppliers, service providers, vendors, contractors and subcontractors, and the assignees of any of the foregoing.

“**End User Agreement**” means the Agreement directly between Client and the original equipment and/or manufacturer.

“**Equipment**” means personnel screening products purchased or leased by Client which can include, but are not limited to: Evolv Edge, Evolv Express, Pinpoint, Motorola Solutions’ Concealed Weapons Detection (CWD), Columbia Tech hardware and related accessories.

“**Services**” mean, individually and collectively, the Weapons Detection Service and related services ordered by Client in the Proposal or Scope of Work.

“**Software**” means all software provided by the manufacturer of the Equipment accompanying or used in connection with the operation of the Equipment.

“**System**” means, individually and collectively, the security monitoring and facility automation equipment/system described in the Order Form that (i) Client purchases from Company or a Company Affiliate pursuant to a separate agreement, or (ii) Company takes over from Client or another security service company.

“**Weapons Detection Service**” means any good, product, service or technology (or any component thereof) provided or made available by Company or any Company Related Party that is designed (in whole or in part) to detect weapons or reduce the risk of people bringing weapons into a premises.

2. Intentionally Omitted.

3. COMPANY IS NOT AN INSURER, WARRANTY DISCLAIMER, LIMITATION OF LIABILITY

3.1 Neither Company nor any Company Related Party is an insurer and that the prices Company charges for the Services reflect the value of the services Company provides Client and not the value of the Client premises where the Services are provided, its contents or any losses associated with personal injury or death, and that Client shall obtain any insurance covering personal injury, including death, and

real or personal property loss or damage in, about, on, or to the Client premises where the Services are provided that Client desires;

3.2 Company and Company Related Party shall provide any Warranty set forth in the Proposal.

3.2 (i) This Warranty will not apply to any Equipment which (i) Client has failed to use in accordance with the Documentation which has been provided to Client by Company (ii) have been altered, except by Company Related Party or Company or by Client in accordance with instructions provided by Company Related Party or Company (iii) have been used in conjunction with another vendor's products resulting in the need for maintenance (except for Company Related Party's or Company's authorized uses); or (iv) have been damaged by Client by improper environment, abuse, misuses, accident or negligence.

3.3 The Services and System are designed to reduce, but not eliminate certain risks of loss and that the amounts being charged by Company are not sufficient to warrant or guarantee that no loss or damage will occur, or increased loss or damage will not occur;

3.4 Neither Company nor any Company Related Party represents or warrants that the System or Services may not be compromised or circumvented or that the System or Services will prevent any loss, injury or damage;

3.5 Neither Company nor any Company Related Party is or will be liable for any loss, injury or damage that may occur including, without limitation, any data corruption or inability to retrieve data or personal injury or property loss or damage that Client or others sustain as a result of intrusion, burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause whatsoever, even if due to the negligence of Company or a Company Related Party, or due to the improper performance of and/or failure to perform the Services, or due to breach of the Agreement or breach of warranty, express or implied (including, without limitation, the implied warranties of merchantability and fitness for a particular purpose; and

3.6 Neither Company nor any Company Related Party shall have any liability for: lost profits, lost or damaged property, loss of use of property or the Client premises where the Services are provided, government fines and charges, the claim of third parties or the following types of damages: direct, indirect, special, incidental, consequential, and punitive damages.

3.7 Without limiting the generality of the foregoing disclaimers, Company cannot control how the Services are used, and, accordingly, Company does not warrant or represent, expressly or implicitly, that use of the Services will comply or conform to the requirements of federal, state or local statutes, ordinances and laws, or that use of the Services will not violate the privacy rights of third parties. Client shall be solely responsible for using the Services in full compliance with Applicable Law and the rights of third persons.

3.8 Further, regardless of any prior statements, representations, or course of dealings, Company or any Company Related Parties, Company does not warrant or represent, expressly or implicitly, that the Services or their use will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; or that the Services will remain in operation at all

times or under all conditions. Company does not represent or warranty that the Equipment will eliminate or prevent occurrences of the events or threats they are intended to detect or avert (including, but not limited to medical diagnosis, torts, weapons or explosives detection or other criminal or terrorist activities (collectively "incidents")), function for their intended purpose, meet Customer's needs, prevent any acts or incidents from occurring or causing harm or damage (including, but not limited to Customer's premises, Customer's employees or Customer's guests, visitors, or other third parties), operate uninterrupted or error free or that the software will be free from errors or defects or that the products will detect, mitigate, eliminate, prevent, or avert incidents or their consequences.

3.9 Company expressly disclaims, and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by dealer or dealer's end user as a result of or in reliance on, in whole or in part, the Services, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the dealer and end user to determine appropriate decisions, actions, reactions or responses, including whether or not to dispatch emergency responder resources. The dealer and end user hereby expressly assume all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the dealer or dealer's end user in reliance, in whole or in part, on the Services, including any death, injury, or loss or damage to any property.

3.10 Should there arise any liability on the part of Company or any Company Related Parties including, without limitation, acts, errors, or omissions that occur before, contemporaneously with, or after the effective date of this Agreement, Company's and each Company Related Party's liability will be limited to the greater of \$1,000,000.00 or two times the total amount that Client paid Company for the Services during the 12 month period immediately preceding the date of the incident giving rise to the liability.

4. TERMINATION. Company may terminate this Agreement and/or any Order Document upon notice to the Client if (i) Client fails to make payments within sixty (60) days of the due date; (ii) Client fails to cure any default or breach of this Agreement or Order Document within thirty (30) days after Company gives Client a written notice of such default or breach; (iii) Client attempts to sell, transfer, assign, lease, rent, encumber, or sublet the Products without Company's prior written consent; (iv) Customer's violation of any applicable laws or regulations; (v) Client files or has filed against it a petition in bankruptcy or becomes insolvent or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver or either shall be appointed for Client or for a substantial part of its property without its consent; or (vi) Client ceases its existence by merger, consolidation, sale of substantially all of its assets or otherwise.

Client may terminate this Agreement upon delivery of written notice to Company: if Company, through its Services, fails to cure any material breach of its Product-related obligations under this Agreement within thirty (30) days after receipt of written notice.

If Company's ability to perform its obligations hereunder is limited or prevented in whole or in part for any reason whatsoever not reasonably within the control of Company, including, without limitation, acts of God, war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), strikes and/or industrial dispute, delay on the part of the suppliers, transportation delay, or by any law, regulation, order, or other action by any public authority, Company, without liability of any kind, shall be excused, discharged, and released from performance to the extent such performance is limited, delayed or prevented.

Non-Appropriation. Beginning on year two of the initial term, upon 30 days' prior written notice to Company, Customer, as a bona fide public governmental entity, may terminate this Order Document in the event that funds are not available and appropriated by the Fulton County Board of Commissioners for the next annual budget period covered under this Order Document. The foregoing shall not relieve Customer from honoring its pre-existing payment obligations for any prior periods under this Order Document or for annual payments already made. For the avoidance of doubt, if Partner does not receive the requisite termination notice, it will continue to invoice Customer in annual increments, regardless of the applicable budget cycle.

5. CONFIDENTIALITY. For the purposes of this Agreement, certain confidential and proprietary information may be disclosed by a party (such party a "**Disclosing Party**") to the other party (such party a "**Receiving Party**"). The term "**Confidential Material**" shall include, without limitation, all information of a confidential or proprietary nature, in any form whatsoever, that pertains to the Disclosing Party's: (i) existing or proposed products and services, specifications or capabilities of products or proposed products and services (including, without limitation, any improvements, enhancements, or alterations thereto, regardless of who commences or completes

the improvement, enhancement, or alteration), equipment utilized by the Disclosing Party or contemplated for use by the Disclosing Party, and proprietary software; (ii) Clients, Client lists, potential Clients, equipment utilized by Clients, Client demographic information or any compilation of such information, in whatever form; and (iii) business methods, business plans, checklists, operations, vendor/supplier service integration, vendors, templates, contracts, sales techniques, operating strategies, marketing campaigns, strategic plans, sales, financial statements, financial projections, work flow, manuals, policies and procedures, intellectual property, technology, and legal affairs. The terms of this Agreement and each Proposal and Rider hereunder shall be deemed Confidential Material.

All verbal and written data and financial or other business information gathered, compiled or reviewed by the Receiving Party shall be considered Confidential Material of the Disclosing Party. Receiving Party shall at all times keep Disclosing Party's Confidential Material strictly confidential and shall not disclose it to any third-party, and the Receiving Party shall in no way use such Confidential Material for any purpose other than the performance of this Agreement. Notwithstanding anything to the contrary, the Receiving Party may disclose Confidential Material to those of its officers, directors, employees, agents, subcontractors and professional advisors ("**Representatives**") who have a need to know such Confidential Material for the performance of this Agreement. The Receiving Party shall be responsible for any breach of this Paragraph by any of its Representatives.

6. END USER AGREEMENT. Client is subject to an End User Agreement which is directly between the original equipment and/or software manufacturer and the Client. Agreement to this End User Agreement is a condition precedent to utilizing the Equipment, Software, System and Weapons Detection System. Client is subject to the End User Agreements required whether they are presented to Client by Company or not. The Evolv End User Agreement is attached to this Agreement.

6. CONFLICT. If any term or condition of this Agreement conflicts with or is inconsistent with any term of condition of this Proposal that is not set forth in this Agreement, then the term or condition of this Agreement shall prevail.

EXHIBIT J

END USER AGREEMENT

END USER AGREEMENT

This End User Agreement (this “**Agreement**”) is a legal agreement hereby entered into between you, either an individual, company or other legal entity, and its affiliates, hereafter “**Customer**” and Distributor (“**Distributor**”). By using the Products, Customer agrees to be bound by the terms, and become a party, of this Agreement.

This Agreement includes and incorporates herein all exhibits, attachments, amendments, documents and Order Documents relating to or entered into in connection with this Agreement.

The following schedules, constitute a part of, and are incorporated into, this Agreement:

- Exhibit A: Subscription Terms*
- Exhibit B: Purchase and License Terms**

*If pursuant to this Agreement or an Order Document, Customer will be entering into the subscription (lease) model, the provisions of Exhibit A are incorporated into this Agreement.

**If pursuant to the Agreement or Order Document, Customer will be entering into the purchase-subscription, the provisions of Exhibit B are incorporated into this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

(a) Documentation means the published manuals, operating documents, instructions or other processes or directions provided to Customer regarding the use, operation, location, and maintenance of the Products.

(b) Distributor means the distribution partner of Distributor that is delivering the Products to the Customer.

(c) Equipment means the hardware or personal screening products purchased or leased by Customer, as identified in the applicable Order Document.

(d) Fee(s) means the fees charged to Customer listed in the applicable Order Document.

(e) Order Document means the Distributor or Distributor quote, quote document, invoice or

other document evidencing the lease or sale and license of the Products to Customer.

(f) Term has the meaning set forth in Section 7.1.

(g) Products means the Equipment and Software, collectively.

(h) Software means the proprietary software contained in, accompanying or used in conjunction with the use and operation of the Equipment. For the avoidance of doubt, and as detailed in the applicable Exhibits below, the Software is never sold and cannot be licensed or accessed on a standalone basis.

2. CUSTOMER’S REPRESENTATIONS AND WARRANTIES

Customer represents and warrants as follows:

- (a) Customer has the full power, authority, and legal right to execute, deliver, and perform the terms of this Agreement.
- (b) This Agreement has been duly executed and delivered and constitutes a legal, valid, and binding obligation of Customer, enforceable in accordance with its terms.
- (c) The Products will be used in accordance with the Documentation and only in the ordinary course of Customers business by competent, qualified, trained and authorized agents or employees.
- (d) The Products will be used only at the Customer location(s) that are controlled by Customer and that are agreed upon by the Parties in writing and Customer will not remove the Products from such locations without the prior written consent of Distributor.
- (e) Customer agrees to comply with all laws, rules and regulations applicable to the use, operation, and maintenance of the Products.

3. DISTRIBUTOR REPRESENTATIONS AND WARRANTIES

Distributor represents and warrants as follows:

- (a) Distributor has full power, authority, and legal right to execute, deliver, and perform the terms of this Agreement.
- (b) This Agreement has been duly executed and delivered and constitutes a legal, valid, and binding obligation of Distributor, enforceable in accordance with its terms.
- (c) Distributor will provide the Services in a competent and professional manner in accordance with generally accepted industry standards applicable to said Services.
- (d) The Products, unless otherwise specified in the applicable Order Documents, (i) will be of good workmanship and free from material defects in manufacture; and (ii) as deployed by Distributor in accordance with the Documentation, will substantially conform to the then published Documentation for one (1) year from deployment (the "Product Warranty"). The Product Warranty will not apply to any Products which (i) Customer has failed to use in accordance with the Documentation (ii) the Products have been altered, except by Distributor or in accordance with its instructions evidenced in writing; (iii) the Products have been used in conjunction with another vendor's products resulting in the need for maintenance (except for such Distributor authorized uses, evidenced in writing by Distributor); (iv) the Products have been damaged by improper environment, abuse, misuses, accident or negligence.
- (e) EXCEPT AS SET FORTH IN THIS SECTION 3, DISTRIBUTOR MAKES NO, AND DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY AND IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF CUSTOM, DEALING, TRADE OR USAGE. NO STATEMENT BY

DISTRIBUTOR'S EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE DEEMED TO BE A WARRANTY BY DISTRIBUTOR FOR ANY PURPOSE OR TO GIVE RISE TO ANY LIABILITY ON THE PART OF DISTRIBUTOR UNLESS SPECIFICALLY CONTAINED IN THIS AGREEMENT. EXCEPT AS STATED IN THIS SECTION 4, DISTRIBUTOR DOES NOT REPRESENT OR WARRANT THAT THE PRODUCTS WILL ELIMINATE OR PREVENT OCCURRENCES OF THE EVENTS OR THREATS THEY ARE INTENDED TO DETECT OR AVERT ((INCLUDING, BUT NOT LIMITED TO, MEDICAL DIAGNOSIS, TORTS, WEAPONS OR EXPLOSIVES DETECTION OR OTHER CRIMINAL OR TERRORIST ACTIVITIES (COLLECTIVELY, "INCIDENTS")), FUNCTION FOR THEIR INTENDED PURPOSE, MEET CUSTOMER'S NEEDS, PREVENT ANY ACTS OR INCIDENTS FROM OCCURRING OR CAUSING HARM OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S PREMISES, CUSTOMER'S EMPLOYEES OR CUSTOMER'S GUESTS, VISITORS OR OTHER THIRD PARTIES), OPERATE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE WILL BE FREE FROM ERRORS OR DEFECTS OR THAT ANY ERRORS WILL BE CORRECTED. DISTRIBUTOR MAKES NO GUARANTY OR WARRANTY THAT THE PRODUCTS WILL DETECT, MITIGATE, ELIMINATE, PREVENT OR AVERT INCIDENTS OR THEIR CONSEQUENCES.

4. CUSTOMER MAINTENANCE OBLIGATIONS

Customer Maintenance Obligations. Customer will comply with any Documentation provided to Customer by Distributor or Distributor regarding the use, operation, and maintenance of the Products. Customer is responsible for normal daily maintenance of the Products in connection with its ordinary course use (such as cleaning, proper location, proper environment, and causing the provision of proper electrical requirements) in accordance with the Documentation and will keep sufficient records to demonstrate that Customer has performed such maintenance. Customer is solely responsible for all loss, theft, destruction of or damage to the Products, and any repairs and maintenance except to the extent that it is due to a breach of an express warranty in Section 3 or Distributor's or Distributor's negligent acts or omissions. In such event, Customer shall promptly notify Distributor and Distributor and pay for all costs, damages, and expenses arising therefrom, including without limitation, at Distributor's sole option, either (i) reimbursing Distributor for the repair costs to return the Products to pre-rental condition, or (ii) paying Distributor for the value of the Products based on the remaining useful life of the Products, as calculated by Distributor in accordance with its standard accounting practices. Loss, damage or theft of the Products shall not under any circumstances relieve Customer of the obligation

to pay the Fees to Distributor or any other obligation under the Agreement.

5. CONFIDENTIALITY

(a) The Parties agree not to permit access to or to disclose the other Party's Confidential Information any person or entity, except to its authorized employees, agents and contractors who are bound by confidentiality agreements with terms no less restrictive than those of this Section 5 and who need to use or have access to the other Party's Confidential Information in order to perform this Agreement, and neither Party may use the other Party's Confidential Information for any purpose other than to perform this Agreement. A receiving Party shall use at least the same degree of care in protecting the other Party's Confidential Information as such Party generally exercises in protecting its own proprietary and confidential information and shall inform its employees and agents having access to the Confidential Information of its confidential nature. In no event shall a Party use less than a reasonable degree of care in protecting the other Party's Confidential Information. "Confidential Information" includes, without limitation, all information relating to the disclosing Party's business plans, technologies, research marketing plans, customers, technology, employee and organizational information, product designs, product plans and financial information, which, when provided by one Party to the other in connection with this Agreement: a) are clearly identified as "Confidential" or "Proprietary" or are marked with a similar legend; b) are disclosed orally or visually, identified as Confidential Information at the time of disclosure and confirmed as Confidential Information in writing within 10 days of disclosure; or c) a reasonable person would understand to be confidential or proprietary at the time of disclosure. Documentation and the terms of this Agreement constitute Distributor's Confidential Information. Notwithstanding the foregoing, the receiving Party shall have no obligation of confidentiality with respect to any information of the disclosing Party which the receiving Party can demonstrate by competent evidence: (a) is already known to the receiving Party at the time of disclosure; (b) is or

subsequently becomes publicly available through no wrongful act of the receiving Party; (c) is rightfully disclosed or provided to the receiving Party by a third party without restriction; or (d) is developed independently by the receiving Party without use of or access to the disclosing Party's Confidential Information as shown by the receiving party's business records kept in the ordinary course.

(b) In addition to the foregoing disclosure exceptions, the receiving Party may disclose the other Party's Confidential Information to the extent required by law or court order, provided that the receiving party provides the disclosing Party reasonable advance notice of its intended disclosure to the extent permissible under applicable law, and reasonably cooperates with the disclosing party, at its request to expense, to limit or oppose the disclosure.

(c) Data. Customer acknowledges and agrees that Distributor may collect technical, performance and operational data on Customer's use of the Product and is permitted to use such data solely for Distributor's internal business purposes. The internal business purposes may include, but are not limited to, (i) improving the performance, features and capabilities of the Products; (ii) facilitating the provision of updates, support and other services to the Products; and (iii) creating, developing, operating, delivering and improving the Products. Distributor may also use such technical, performance and operational data in an aggregated and/or anonymized format.

6. INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1 Intentionally omitted.

6.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER AGREES THAT DISTRIBUTOR SHALL NOT BE LIABLE FOR SPECIFIC PERFORMANCE OR FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR CAUSED BY THE LOSS OF USE OF THE PRODUCTS, LOSS OF PROFITS, LOSS OF DATA OR USE OF DATA, INTERRUPTION OF BUSINESS, INCIDENTS, OR LOST REVENUES, EVEN IF DISTRIBUTOR IS AWARE OF THE POSSIBILITY OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISTRIBUTOR'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED THE TWO TIMES THE TOTAL FEES PAID BY CUSTOMER UNDER THE ORDER FORM UNDER

WHICH LIABILITY AROSE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE CAUSE OF ACTION OR ONE MILLION DOLLARDS, WHICHEVER IS GREATER.

CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER DISTRIBUTOR OR ITS PRODUCTS CAN ELIMINATE, PREVENT, OR MITIGATE, IN WHOLE OR IN PART, THE OCCURENCES OF THE EVENTS OR THREATS THAT THE PRODUCTS ARE INTENDED TO DETECT (INCLUDING, BUT NOT LIMITED TO, INCIDENTS AS DEFINED IN SECTION 3(E)) AND THAT DISTRIBUTOR, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, SHALL NOT BE HELD LIABLE FOR ANY SUCH FAILURE (WHICH MAY INCLUDE WITHOUT LIMITATION, FAILURE TO DETECT THREATS, WHETHER DUE TO PRODUCT FAILURE, HUMAN ERROR, CUSTOMER'S OPERATING ENVIRONMENT, OR EXTERNAL FORCES OUTSIDE DISTRIBUTOR'S CONTROL) OR FOR NON-PRODUCTIVE TIME OR PRODUCT DOWN TIME FOR ANY REASON, OR FOR ACTS BY THIRD PARTIES THAT CAUSE HARM OR DAMAGE. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ITS PERSONNEL, CONTRACTORS, AND AGENTS, INCLUDING THOSE RESPONSIBLE FOR OPERATING THE PRODUCTS AND FOR THE SECURITY OF CUSTOMER'S PREMISES, PERSONNEL AND VISITORS.

7. TERM AND TERMINATION

7.1 Term

The term of this Agreement shall be for the period commencing on the Effective Date and end upon the four (4) year anniversary of the Effective Date or expiry of the last remaining Order Term, whichever is later (the "**Term**"), unless earlier terminated in accordance with Section 7.2. The "**Order Term**" shall mean, for any given Order Document, either the Subscription Term (as defined in Section 2 of Exhibit A) or the License Term (as defined in Section 2 of Exhibit B) for the relevant Order Document between Distributor and Customer. This Agreement and any Order Document can renew upon the mutual written consent of the Parties.

7.2 Termination

Distributor may terminate this Agreement and/or any Order Document upon notice to the Customer if (i) Customer fails to cure any default or breach of this Agreement or Order Document within fifteen (15) days after Distributor gives Customer a written notice of such default or breach; (ii) Customer attempts to move, sell, transfer, assign, lease, rent, encumber, or sublet the Products without Distributor's prior written consent; (iii) Customer's violation of any applicable laws or regulations; (iv) Customer files or has filed against it a petition in bankruptcy or becomes insolvent or makes an

assignment for the benefit of creditors or consents to the appointment of a trustee or receiver or either shall be appointed for Customer or for a substantial part of its property without its consent; or (v) Customer ceases its existence by merger, consolidation, sale of substantially all of its assets or otherwise.

8. MISCELLANEOUS

8.1 Governing Law. This Agreement is governed by and shall be interpreted and construed in accordance with the laws of the State of Georgia without regard to conflict of laws principles.

8.2 Integration. This Agreement, together with the Exhibits and any applicable Order Documents(s), constitutes the entire agreement between the Parties relating to its subject matter, and there are no agreements or understandings between the Parties, express or implied, except as may be explicitly set forth in this Agreement.

8.3 Waiver. If one Party fails to enforce a provision of this Agreement, it shall not be precluded from enforcing the same provision at another time. All rights and remedies, whether conferred hereunder, or by any other instrument or law, unless otherwise expressly stated herein, are cumulative.

Binding Agreement; No Assignment. This Agreement will be binding upon and enforceable only by the parties, their respective successors, and permitted assigns. Customer may not assign or transfer any interest in or obligation under this Agreement without the prior written consent of Distributor and any attempt at assignment or transfer without such consent shall be void and of no force or effect.

8.4 Entire Agreement; Invalidity; Unenforceability. This Agreement supersedes all previous agreements, whether oral or written, with respect to its subject matter. This Agreement may only be changed in a writing signed by authorized representatives of each party. If any provision of this Agreement shall be declared invalid or unenforceable under applicable law or by a court decision, such invalidity or unenforceability shall not invalidate or render this Agreement unenforceable, but rather this Agreement shall be construed as if not containing the invalid or unenforceable provision. However, if such provision is an essential element of this Agreement, the Parties shall promptly attempt to negotiate a substitute therefor that preserves, to the fullest extent possible, the respective rights and obligations imposed on each Party under this Agreement as originally executed.

8.5 Survival. In addition to those provisions which by their nature are intended to survive any termination or expiration of this Agreement, Exhibits or any license granted hereunder, 5 (Confidentiality), 6 (Indemnification and Limitation of Liability) of this Agreement, Sections 1 (Subscription), and 3 (Ownership) of Exhibit A, and Sections 1 (License) and 3 (Ownership) of Exhibit B shall specifically survive such termination or expiration.

EXHIBIT K
EXHIBIT A - SUBSCRIPTION
TERMS

Exhibit A

Subscription Terms

The terms in this Exhibit A apply to the subscription transaction model, as identified in the applicable Order Document. The subscription transaction model applies to the leasing of the Products and the provision of any Product related Services.

1. Subscription

- a. Subject to the terms and conditions of this Agreement (including the payment of all Fees by Customer to Distributor) and Documentation, during the Order Term Distributor agrees to lease to Customer the Products, as detailed in the applicable Order Documents, and Customer agrees to lease the Products from Distributor. Customer may only use the Products solely for its own internal business purposes, and solely in accordance with the Documentation.
- b. As part of the above lease, Customer is granted the non-exclusive and non-transferable right and license to access and use the Software (including the Distributor proprietary Cortex platform, as applicable) solely for the purpose of operating the Products. This license includes ongoing upgrades and updates to the Software, delivered via secure cloud infrastructure as applicable, screening analytics and a user interface for operator interaction.

2. Subscription Term

- a. Unless otherwise specified in an Order Document, the subscription term for the Products, excluding the thermal imaging package, will begin on deployment of the Products and continue for a period of forty-eight (48) months. Unless otherwise specified in an Order Document, the subscription term for the thermal imaging package, will begin on deployment of the Products and continue for a period of twenty-four (24) months.

3. Ownership

- a. As between Customer and Distributor, Distributor is the sole owner of the Products and any associated Documentation, including all enhancements, updates, modifications, corrections, derivatives, integrations related thereto and all intellectual property rights relating therein. This Agreement imparts no right, title, or

ownership interest in the Products to Customer except for the limited right to use the Products for the Order Term as expressly set forth in this Agreement. Customer will keep the Products free and clear of any and all liens, charges, and encumbrances with respect to Customer's leasing, possession, use, or operation of the Products and will not sell, assign, sublease, transfer, grant a security interest in, or otherwise make any disposition of any interest in any Products. Distributor may display notice of its ownership of the Products by affixing an identifying stencil, legend, plate or any other indicia of ownership, and Customer will not alter, obscure or remove such identification. If Distributor shall so request, Customer shall execute and deliver to Distributor such documents that Distributor deems necessary or desirable for purposes of recording or filing to protect the interest of Distributor in the Products. The Products are protected by U.S. copyright, trade secret and other laws and international treaty provisions, and Distributor reserves all rights. Upon Distributor's request from time to time, Customer shall execute and deliver to Distributor such instruments and assurances as Distributor deems reasonably necessary for the confirmation or perfection of this Agreement and its rights hereunder.

With respect to any Software, Distributor retains all right, title and ownership interest therein and Customer shall not: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, user interface techniques or algorithms of the Software or disclose any of the foregoing; (ii) encumber, transfer, manufacture, distribute, sell, sublicense, assign, provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use (except as expressly provided herein) the Software; (iii) copy, modify, adapt, translate, incorporate into or with other software or service, or create a derivative work of any part

of the Software; or (iv) attempt to circumvent any user limits, timing or use restrictions that are built into the Software.

- b. Customer shall have no option to purchase or otherwise acquire title or ownership of any Products unless Distributor grants such option pursuant to a purchase agreement in writing. For clarity, all Software is licensed solely for use with or as part of the Products and is not to be included in the aforementioned purchase agreement. Continued access and use of the Software is pursuant to an additional subscription or support agreement.

4. Termination Rights and Effect of Termination

- a. In the event of termination pursuant to Section 7.2 of the Agreement, Distributor may take one or more of the following actions: (i) require Customer to immediately return all Products to Distributor; or (iv) exercise any right or remedy which may be available to Distributor under this Agreement, an Order Documents, equity or law, including the right to recover damages for breach of the Agreement. In addition, Customer shall be liable for reasonable attorney's fees, other costs and expenses resulting from any default, or the exercise of such remedies. Each remedy shall be cumulative and in addition to any other remedy otherwise available to Distributor at law or in equity. No express or implied waiver of any default shall constitute a waiver of any of Distributor's other rights. Upon the expiration or termination of this Agreement or the applicable Order Document and Order Term, Customer will lose access to the Software and return the Products, at its cost and expense.

EXHIBIT L
EXHIBIT B - PURCHASE
AND LICENSE TERM

Exhibit B

Purchase and License Terms

The terms in this Exhibit B apply to the purchase and purchase-subscription transaction model, as identified in the applicable Order Document. These transaction models apply to the purchase of the Equipment and licensing of the Software and the provision of any related Services.

1. Software License

- a. During the Order Term, Customer is granted the non-exclusive and non-transferable right and license to access and use the Software (including the Distributor proprietary Cortex platform, as applicable) solely for the purpose of operating the Products. This license includes the provision of ongoing upgrades and updates to the Software, delivered via secure cloud infrastructure as applicable, screening analytics and a user interface for operator interaction. The Parties agree that (i) this license grant of access and use is not a sale of Software and notwithstanding use of words such as “sale,” “sell” or “purchase” in this Agreement or applicable Order Document, no rights to any software, services or intellectual property rights are sold and rights are solely licensed, as the case may be, and (ii) the Software cannot be licensed, accessed or used on a standalone basis.

2. License Term

- a. Unless otherwise specified in an Order Document, the license term will begin on deployment of the Products and continue for a period of forty-eight (48) months.

3. Ownership

- a. Equipment. Subject to the terms and conditions of the Agreement, including the payment of all Fees by Customer to Distributor, Customer hereby purchases the Equipment from Distributor. Distributor conveys and transfers to Customer all rights, title and interest in and unto the Equipment, excluding all intellectual property rights relating thereto or embodied therein, which shall be retained by Distributor. Such rights, title and liability for loss or damages shall transfer to Customer in accordance with the shipping terms stated in Section 2(d) of the Agreement. Customer shall promptly notify Distributor of any accident, harm or injury allegedly resulting from the use or operation of a Product, or any claim relating thereto.
- b. Software. The Software is not sold and is licensed solely for use with or as part of the Products as per the license detailed in Section 1 of this Exhibit. With respect to such Software, Distributor retains all right, title and ownership interest therein (including all enhancements, updates, modifications, corrections, derivatives, integrations related thereto and all intellectual property rights relating therein) and Customer shall not: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, user interface techniques or algorithms of the Software or disclose any of the foregoing; (ii) encumber, transfer, manufacture,

distribute, sell, sublicense, assign, provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use (except as expressly provided herein) the Software; (iii) copy, modify, adapt, translate, incorporate into or with other software or service, or create a derivative work of any part of the Software; or (iv) attempt to circumvent any user limits, timing or use restrictions that are built into the Software.

4. Termination rights and Effect of Termination

- a. In the event of termination pursuant to section 7.2 of the Agreement, Distributor may take one or more of the following actions: (i) exercise any right or remedy which may be available to Distributor under this Agreement, equity or law, including the right to recover damages for breach of the Agreement. Each remedy shall be cumulative and in addition to any other remedy otherwise available to Distributor at law or in equity. No express or implied waiver of any default shall constitute a waiver of any of Distributor's other rights.
- b. Upon the expiration or termination of this Agreement or the applicable Order Document and Order Term, the Software license and Services will end, and Customer will lose access to and lose use of the Software and Services. The Software license and/or Services may continue upon mutual written agreement of the Parties pursuant to a new Order Document.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/01/2025

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

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

PRODUCER
Marsh USA LLC
30 South 17th Street
Philadelphia, PA 19103

CONTACT

NAME:

PHONE

(A/C. No. Ext):

FAX

(A/C. No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE**NAIC #****INSURER A:** Westchester Surplus Lines Insurance Co

10172

INSURER B: Greenwich Insurance Company

22322

INSURER C: XL Insurance America, Inc.

24554

INSURER D: XL Specialty Insurance Company

37885

INSURER E: National Union Fire Insurance Co.

19445

INSURER F: AIG Specialty Insurance Company

26883

CN118025105-AUTS-GAWUX-25-

INSURED
Allied Universal Topco, LLC
dba T/A Allied Universal Technology Services
Tollway Towers North
15770 Dallas Pkwy, Suite 500
Dallas, TX 75248

COVERAGES**CERTIFICATE NUMBER:**

CLE-007334494-01

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	G48894264 001	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	RAD943781808	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	G48894318 001	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	RWD300120309 (AOS) RWR300120409 (WI) RWE943548209 (CA)	01/01/2025 01/01/2025 01/01/2025	01/01/2026 01/01/2026 01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Crime - Employee Dishonesty			01-468-22-46	08/15/2024	08/15/2025	PER CLAIM 2,000,000
F	Network & Cyber Liability			01-708-49-58	10/29/2024	10/29/2025	PER CLAIM/AGG 10,000,000

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

23RFP144534K-CRB - Weapons Detection System

ADDITIONAL INSURED:
Fulton County Government

CERTIFICATE HOLDER

Fulton County Government
Attn: Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, GA 30303-3459

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA LLC		NAMED INSURED Allied Universal Topco, LLC dba T/A Allied Universal Technology Services Tollway Towers North 15770 Dallas Pkwy, Suite 500 Dallas, TX 75248	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Crime Liability
Carrier: XL Specialty Insurance
Policy #: ELU 198974-24
Policy Term: 8/15/2024 - 8/15/2025
Limit: \$5,000,000 xs \$5,000,000

Contractors Pollution Liability
Carrier: Commerce and Industry Insurance Company
Policy #: CPO13303734
Policy Term: 01/01/2024 - 01/01/2026
Limit: \$5,000,000

Professional Liability
Carrier: Westchester Surplus Lines Insurance Company
Policy #: G48894264 001
Policy Term: 01/01/2025 - 01/01/2026
Limit: \$1,000,000 Each Occurrence \$5,000,000 Aggregate

Excess Professional
Carrier: Westchester Surplus Lines Insurance Company
Policy #: G48894318 001
Policy Term: 01/01/2025 - 01/01/2026
Limit: \$10,000,000 Each Occurrence
\$10,000,000 Aggregate
Follows Primary Professional

Excess Liability (Auto & Employers Liability)
Carrier: Indemnity Insurance Company of North America
Policy #: XSM G72500027 005
Policy Term: 01/01/2025 - 01/01/2026
Limit: \$10,000,000 Each Occurrence
\$10,000,000 Aggregate

Subject to a signed and dated written contract or written agreement that includes an additional insured requirement in favor of the certificate holders, certificate holders are additional insured as further outlined below. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Blanket Waiver of Subrogation applies to all insurance plans listed as required by written contract. General Liability includes Professional Liability, per policy terms and conditions. Please see the attached Notice of Cancellation Endorsements.

The Westchester Excess Liability policy G48894318-001 follows the Westchester General Liability policy G48894264-001. The Indemnity Ins. Co. of North America Excess liability policy XSM G72500027-005 follows the Greenwich Ins. Co. Automobile policy RAD943781808, the XL Ins. America Employers Liability policies RWD300120309 (AOS) and RWR300120409 (WI) and XL Specialty Ins. Co. Excess Employers Liability policy RWE943548209 (CA, OH).

NAMED INSURED - AMENDED

Named Insured Allied Universal Topco, LLC DBA Allied Universal Technology Services			Endorsement Number
Policy Symbol GLW	Policy Number G48894264 001	Policy Period 01/01/2025 to 01/01/2026	Effective Date of Endorsement 01/01/2025
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Item One of the Declarations, Named Insured, is completed to read as follows:

ALLIED UNIVERSAL TOPCO, LLC (FIRST NAMED INSURED)
INTELLIGENT ACCESS SYSTEMS OF NORTH CAROLINA, LLC
INTELLIGENT ACCESS SYSTEMS OF NORTH CAROLINA, LLC, DBA ALLIED UNIVERSAL TECHNOLOGY SERVICES
SECURADYNE SYSTEMS INTERMEDIATE LLC
SECURADYNE SYSTEMS INTERMEDIATE LLC, DBA ALLIED UNIVERSAL TECHNOLOGY SERVICES
SECURADYNE SYSTEMS TEXAS LLC
SECURADYNE SYSTEMS TEXAS LLC, DBA ALLIED UNIVERSAL TECHNOLOGY SERVICES
SFI ELECTRONICS, LLC
SFI ELECTRONICS, LLC, DBA ALLIED UNIVERSAL TECHNOLOGY SERVICES
SFI ELECTRONICS, LLC, DBA ALLIED UNIVERSAL SECURITY SYSTEMS
SFI ELECTRONICS, LLC, DBA UNIVERSAL PROTECTION SECURITY SYSTEMS
UNIVERSAL PROTECTION SECURITY SYSTEMS, LP
UNIVERSAL PROTECTION SECURITY SYSTEMS, LP, DBA ALLIED UNIVERSAL TECHNOLOGY SERVICES
UNIVERSAL PROTECTION SECURITY SYSTEMS, LP, DBA ALLIED UNIVERSAL SECURITY SYSTEMS
UNIVERSAL THRIVE TECHNOLOGIES, LLC
UNIVERSAL THRIVE TECHNOLOGIES, LLC, DBA ALLIED UNIVERSAL TECHNOLOGY SERVICES
UNIVERSAL THRIVE TECHNOLOGIES, LLC, DBA ALLIED UNIVERSAL MONITORING AND RESPONSE CENTER
UNIVERSAL THRIVE TECHNOLOGIES, LLC, DBA THRIVE INTELLIGENCE
UNIVERSAL PROTECTION
ADVENT SYSTEMS, LLC DBA ALLIED UNIVERSAL TECHNOLOGY SERVICES
G4S TECHNOLOGY HOLDINGS (USA) INC.
G4S TECHNOLOGY SOFTWARE SOLUTIONS, LLC
G4S TECHNOLOGY SOFTWARE SOLUTIONS, LLC, ALLIED UNIVERSAL TECHNOLOGY SERVICES
G4S SECURE INTEGRATION LLC
G4S SECURE INTEGRATION LLC, DBA ALLIED UNIVERSAL TECHNOLOGY SERVICES
ADESTA LLC

All other terms and conditions of this **policy** remain unchanged.

POLICY NUMBER: RAD943781808

XIC 414 1013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Additional Insured(s)	Work
Any person or organization you have agreed to include as an additional insured under written contract, provided such contract was executed prior to the date of loss.	All Operations

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: RAD943781808

COMMERCIAL AUTO
CA 04 44 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ALLIED UNIVERSAL TOPCO, LLC**Endorsement Effective Date:** January 1, 2025**SCHEDULE****Name(s) Of Person(s) Or Organization(s):**

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: G48894264 001

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where Required by Contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: G48894264 001

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

NON-CONTRIBUTORY OTHER INSURANCE ENDORSEMENT

Named Insured Allied Universal Topco, LLC DBA Allied Universal Technology Services			Endorsement Number
Policy Symbol GLW	Policy Number G48894264 001	Policy Period 01/01/2025 TO 01/01/2026	Effective Date of Endorsement 01/01/2025
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph 4. c. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted in its entirety and replaced by the following:

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method unless you are required by written contract to provide insurance that is primary and non-contributory, and the contract has been signed by you prior to any loss. Where required by such a written contract, this insurance will be primary and non-contributory only when and to the extent required by that written contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions remain unchanged.

**COMMERCIAL GENERAL LIABILITY
CG 24 53 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of
Rights Of Recovery Against Others To Us** of
Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-01-2025

Policy No. RWD3001203-09

Endorsement No.

Insured Allied Universal Topco, LLC

Insurance Company
XL Insurance America, Inc.

Countersigned by

**WC 00 03 13**
(Ed. 4-84)

Certificate Of Completion

Envelope Id: A61FEF84-B4CE-4162-A8E8-4380763DE5EB		Status: Completed
Subject: Complete with Docusign: 24RFP144534K-CRB Weapons Detection System		
Parcel ID:		
Employee Name:		
Source Envelope:		
Document Pages: 81	Signatures: 4	Envelope Originator:
Certificate Pages: 6	Initials: 0	Craig R. Bogan
AutoNav: Enabled	Stamps: 1	141 Pryor Street
Envelopeld Stamping: Enabled		Purchasing & Contract Compliance, Suite 1168
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		Atlanta, GA 30303
		craig.bogan@fultoncountyga.gov
		IP Address: 134.231.232.249

Record Tracking

Status: Original	Holder: Craig R. Bogan	Location: DocuSign
8/5/2025 10:40:31 AM	craig.bogan@fultoncountyga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: Docusign

Signer Events

Signer	Signature	Timestamp
Brian Muller brian.muller@aus.com Enterprise Account Manager Security Level: Email, Account Authentication (None)	Completed Using IP Address: 12.97.207.170	Sent: 8/5/2025 11:41:35 AM Viewed: 8/7/2025 10:16:20 AM Signed: 8/7/2025 10:18:20 AM

Electronic Record and Signature Disclosure:
Accepted: 8/7/2025 10:16:20 AM
ID: 25293d9f-1aa8-4369-9262-1266450e9ac2

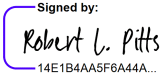


Craig R. Bogan craig.bogan@fultoncountyga.gov Assistant Purchasing Agent Hogan Construction Group, LLC Security Level: Email, Account Authentication (None)	Completed Using IP Address: 144.125.34.76	Sent: 8/7/2025 10:18:23 AM Viewed: 8/7/2025 10:20:27 AM Signed: 8/7/2025 10:21:10 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Joseph Davis Joseph.Davis@fultoncountyga.gov Director Security Level: Email, Account Authentication (None)	<div>Signed by: B20354A88008422...</div> Signature Adoption: Pre-selected Style Using IP Address: 2600:1702:7490:78e0:b96e:5d93:8180:b798 Signed using mobile	Sent: 8/7/2025 10:21:14 AM Viewed: 8/7/2025 10:21:41 AM Signed: 8/7/2025 10:21:59 AM
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Electronic Record and Signature Disclosure:
Accepted: 8/7/2025 10:21:41 AM
ID: da037af5-2056-41b3-a221-0710ceaa6cb0

Kaye Burwell kaye.burwell@fultoncountyga.gov Deputy County Attorney Security Level: Email, Account Authentication (None)	<div>Signed by: 40352659B237414...</div> Signature Adoption: Pre-selected Style Using IP Address: 104.129.206.81	Sent: 8/7/2025 10:43:15 AM Viewed: 8/7/2025 10:48:39 AM Signed: 8/7/2025 10:50:24 AM
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Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 8/7/2025 10:48:39 AM ID: d88ae93f-eb7b-4cd4-8ca1-1c6a68db9349		
Nikki Peterson nikki.peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8	Completed Using IP Address: 74.174.59.10	Sent: 8/7/2025 10:50:29 AM Viewed: 8/11/2025 4:26:46 PM Signed: 8/11/2025 4:27:03 PM
Robert L. Pitts harriet.thomas@fultoncountyga.gov Chairman Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/11/2025 4:49:41 PM ID: e8d988e0-9a33-4ca6-82d1-fbd6abbd2e96	<div>Signed by:  14E1B4AA5F6A44A...</div> Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.10	Sent: 8/11/2025 4:27:06 PM Viewed: 8/11/2025 4:49:41 PM Signed: 8/11/2025 4:49:53 PM
Tonya Grier Tonya.Grier@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4	<div>Signed by:  EEC476C4837648D...</div>  Signature Adoption: Uploaded Signature Image Using IP Address: 99.96.24.191	Sent: 8/11/2025 4:49:57 PM Viewed: 8/11/2025 5:04:17 PM Signed: 8/11/2025 5:04:32 PM
Craig R. Bogan craig.bogan@fultoncountyga.gov Assistant Purchasing Agent Hogan Construction Group, LLC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 74.174.59.4	Sent: 8/11/2025 5:04:39 PM Viewed: 8/13/2025 7:55:55 AM Signed: 8/13/2025 7:57:19 AM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Kaye Burwell Kaye.Burwell@fultoncountyga.gov Deputy County Attorney Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/7/2025 10:23:52 AM ID: 96c4d342-8d6c-4d2e-b483-4a01b0a6f5c0	COPIED	Sent: 8/7/2025 10:43:16 AM Viewed: 8/7/2025 10:44:42 AM

Dian DeVaughn Dian.DeVaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/13/2025 7:57:24 AM Viewed: 8/13/2025 12:02:27 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/5/2025 11:41:35 AM
Certified Delivered	Security Checked	8/13/2025 7:55:55 AM
Signing Complete	Security Checked	8/13/2025 7:57:19 AM
Completed	Security Checked	8/13/2025 7:57:24 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CONSUMER DISCLOSURE

From time to time, Carahsoft OBO Fulton County, Georgia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Fulton County, Georgia:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: glenn.king@fultoncountyga.gov

To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at glenn.king@fultoncountyga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft OBO Fulton County, Georgia

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Fulton County, Georgia

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were

able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Fulton County, Georgia as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Fulton County, Georgia during the course of my relationship with you.