WASHINGTON LEARNING SOURCE
Vendor Agreement

1. PARTIES

Security Solutions Northwest, Inc.
1619 N. State Street
Bellingham, WA 98225

WASHINGTON LEARNING SOURCE
Puget Sound ESD
800 Oakesdale Avenue SW
Renton, WA 98057

The parties agree to the following:

2. PURPOSE

Through this Agreement, awarded through RFP 1818-55, Security Solutions Northwest, Inc (Security Solutions) offers the Washington Learning Source (WLS) subscribers the opportunity to purchase products noted on Exhibit C, at special volume levels.

3. INCORPORATION OF DOCUMENTS

The following documents are hereby incorporated by reference into this Vendor Agreement:

- Vendor Contact Information
- Additional Resellers
- Products and Contract Pricing
- WLS Quarterly Reporting Template
- WLS Standard Terms and Conditions

4. DEFINITIONS

4.1 "Administrative Fee" means the fee applicable to each Product for administrative services provided by WLS or Subscriber's educational school district, which fee is set by schedules or other notices that WLS provides to the Security Solutions from time to time with respect to the Products. Administrative fee will be applied to all product or subscription prices, renewals, and maintenance fees.

4.2 "Product" means any product or service that is available to be sold, licensed, or otherwise provided pursuant to this Vendor Agreement.

4.3 "Subscriber" means any ESD office, public and private K-12 school and school district, Washington educator, the Office of State Superintendent of Public Instruction, or other accredited educational institution, as listed in the Washington Education Directory, that has entered into a contract with WLS, or Washington State public agency that has entered into an Intergovernmental Cooperative Purchasing Agreement between PSESD and the public purchasing agency pursuant to which WLS authorizes such agency or entity to purchase or acquire access to products and/or services sold, licensed, or
otherwise provided by Vendors of goods and/or services under one or more contracts WLS has entered into with such Vendors. "Subscriber" does not include any such agencies and entity's operations outside the State of Washington.

4.4 “Vendor” means the party with whom the WLS is contracting to fulfill orders for this Vendor Agreement.

4.5 “ESD” refers to “Educational Service District”, as defined in RCW 28A.310.010.

4.6 “FTE” refers to a “Full-Time Equivalent” K-12 student as defined in WAC 392-121-122.

4.7 “Head Count” refers to all students regardless if they attend classes full-time in a high school building or attend work-based learning programs “off-site” or are enrolled in Running Start or Virtual Academies.

4.8 “OEM” means “Original Equipment Manufacturer”.

4.9 “Optional Use” means that Washington State school districts that are members of the WLS may choose or not choose to use any vendors listed on the WLS site. The benefit for the Vendors is that their products and/or services will be listed on the Washington Learning Source website, a recognized purchasing cooperative that affords promotional benefits. For more information, visit WLS website at http://www.walearningsource.org/

5. **ADDITIONAL AND AMENDED TERMS AND CONDITIONS**

The following terms and conditions hereby take precedence over any contrary provisions in the documents referenced in Section 2 and 3 (of the overarching RFP). Unless otherwise notated below, the following terms and conditions are in addition to WLS Standard Terms and Conditions.

1) **Term:** Each party represents that this Vendor Agreement has been executed by their duly authorized representatives. It will become effective on the date signed by all parties and will continue for a period of one year (contract term). All times set forth in this Vendor Agreement shall be based upon the time in Renton, Washington.

2) **Renewal:** At the discretion of WLS, this Vendor Agreement may be renewed in writing for four subsequent one-year periods (renewal term) by mutual written agreement of the parties.

3) **Price and Products:** Under this Vendor Agreement, Subscribers will qualify for purchases through the Vendor at or below the prices listed. All prices shall remain firm (no changes that increase prices) from the date the Agreement is awarded until the contract term or renewal term end date.
   - Upon optional annual contract renewals, the Vendor may request price increases from the WLS. Such requests shall require a justification in writing.
   - Throughout the contract and renewal terms, price reductions are required if the OEM reduces the reseller's base price.
   - Upgraded products and services may be added to this Vendor Agreement upon WLS approval, but only if they replace products previously bid. All pricing must, at a minimum, reflect the same percentage discounts or better as established with this contract award.
   - Awarded vendors must provide on the first of each calendar quarter price decreases, new products, discontinued items, and any other changes or additions in order to ensure accurate WLS advertised prices.
4) **Marketing**

WLS Responsibilities:

a. WLS will work with Security Solutions to develop and maintain a web page on the WLS web site to summarize the terms of the Vendor Agreement.

b. The WLS will work with ESDs to reference Security Solutions and said web page in its communications to ESD participants to inform them of the availability of this Vendor Agreement.

c. The WLS will work with ESDs to use commercially reasonable efforts to disseminate information to Subscribers about the Products included in the Vendor Agreement through email announcements, direct mail, websites, meetings, and newsletter articles.

Vendor Responsibilities:

a. Security Solutions will provide the WLS with information to be used for marketing purposes, such as logos and copy.

b. Security Solutions will use the WLS logo on all its materials that market products on this contract.

c. Security Solutions may sponsor and participate in events such as regional conferences, tradeshows, webinars, and showcases as appropriate.

d. Security Solutions may co-host rollout events for Subscribers, such as lunch-and-learns and demonstrations.

WLS's Marketing:

Angela Bolam
Learning & Development
Director
425-917-7901
abolam@pseasd.org

Security Solutions
Marketing:
Kelly Vos
Executive Director
360.815.1236
kellyv@ssnw.co

5) **WLS Membership:** Pursuant to RCW 39.34, an intergovernmental (Interlocal) purchasing agreement forms the basis for WLS membership. All public K-12 educational institutions and associations published in the Washington State Education Directory, and Washington state public agencies are eligible to become WLS members and purchase from this optional use contract. Interlocal purchasing contracts allow either party to make purchases at the other party’s accepted proposal price. A list of current WLS members is posted on the Washington Learning Source website: [https://www.walearningsource.org/members](https://www.walearningsource.org/members). Security Solutions will consult this list of members to determine customer eligibility.
6) **WLS Administrative Fee**: All WLS sales realized or generated under or as a consequence of the **WLS awarded contract, this Vendor Agreement, shall include an Administrative Fee of 3% of net sales**. Purchasers shall reference the WLS contract number on their purchase orders at the time of purchase. As the administrator of the Vendor Agreement, Security Solutions must include the following data for each net sale or purchase through this Agreement:

- Invoice date
- Name of subscriber (school, district, or organization)
- ESD name where subscriber resides
- Invoice number
- Names and quantities of products purchased under this contract
- Single unit purchase price
- Total purchase price
- Amount of administrative fee

7) **Administrative Fee Payments**: During the contract and renewal terms of this Vendor Agreement, Security Solutions will submit quarterly accounting and remit administrative fee payments to WLS within 30 days following the end of each calendar quarter in accordance with the terms outlined in the following payment schedule. The administrative fees percentage shall not increase during the contract and renewal terms.

<table>
<thead>
<tr>
<th>Payment Schedule</th>
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<tbody>
<tr>
<td>January 31</td>
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<tr>
<td>July 31</td>
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</table>

8) **Order Processing**: Orders will be processed in the following manner:

a. Purchase orders from subscribers will be submitted to Security Solutions for fulfillment.

b. Purchase orders from the Subscribers must be in writing and made out to Security Solutions or designated reseller(s). Each order must reference the appropriate ESD# and the contact/school name/address/telephone/email or fax of the end user responsible for holding the license.

c. Security Solutions will invoice the subscriber and collect their payments. Shipping charges and Washington State sales tax will be added to the invoice, if applicable. Shipping charges shall be FOB Destination.

These procedures may be modified as needed, and any such changes will be mutually agreed to in writing by Security Solutions and WLS.

Security Solutions  
Sales & Support:  
Jamie Vos  
Sales Manager  
360.734.4940 x1021  
sales@ssnw.co

9) **Contract Administration**: Each party will designate a Contract Manager during the term of this Vendor Agreement whose responsibility shall be to oversee the party’s performance of its duties and obligations pursuant to the terms of the Agreement. As of the Effective Date, WLS’s and Security Solutions Contract Managers are as follows:
10) Monitoring: Security Solutions shall continuously monitor and record its Services to make sure they meet or exceed all Vendor Agreement provisions including Service Level Requirements. WLS shall have the right to examine Security Solutions records associated with purchases in order to ensure compliance with all requirements in this Vendor Agreement. Optional Use contract. Security Solutions failure to comply with the terms in the Vendor Agreement, including Service Level Standards, may result in corrective action or termination.

11) Incorporation of General Terms and Conditions: This Vendor Agreement includes and incorporates as if fully set forth herein the Standard Terms and Conditions.

We the undersigned agree to the terms of the foregoing Vendor Agreement.

WASHINGTON LEARNING SOURCE

Angela Bolam
Printed Name
Learning & Development Support Systems Director
Title
2/10/2022
Date Signed

PSESD Superintendent or Designee

Joli Valentino
Printed Name
Executive Director - Business and Operations
Title
2/17/22
Date Signed

Security Solutions Northwest, Inc.

Jamie Vos
Printed Name
President
Title
2/10/2022
Date Signed
STANDARD TERMS AND CONDITIONS

The submission of a Proposal is an offer to enter into a Contract that, upon acceptance by WLS, obligates the Vendor (and their authorized agents) to comply with the Terms and Conditions set forth below, and all the requirements in the RFP documents. If there is an inconsistency with a requirement or special condition in the RFP documents, the Terms and Conditions shall govern.

Upon acceptance of an award, the Vendor agrees to the following:

1. **Compliance.** By submitting a Proposal, the Vendor agrees to comply with WLS Vendor Agreement terms, including offering the Proposal products for the WLS Contract price when it sells its products to the eligible Subscribers until the expiration of the Contract.

2. **Contract Execution.** The Vendor Agreement is considered fully executed at the time that the WLS Superintendent signs and the Vendor signs.

3. **Resellers, Distributors and Agents.** The resellers, distributors or agents identified in the Awarded Vendor’s Proposal that will be performing obligations that are required under the Vendor Agreement on behalf of the Awarded Vendor, have been provided a copy of the WLS RFP documents and the Awarded Vendor’s Proposal, and they are familiar with the Vendor Agreement requirements.

   The resellers, distributors and agents identified in the Awarded Vendor’s Proposal have entered into an agreement with the Vendor which obligates the resellers, distributors and agents to comply with all the provisions associated with the Vendor Agreement when they are engaged in work that is associated with the Agreement.

   The Awarded Vendor assumes full responsibility for ensuring that its resellers, distributors and agents are in full compliance with the Vendor Agreement. The Awarded Vendor understands and agrees that it will be subject to the remedies that are imposed for violations of the Vendor Agreement, including violations that are committed by the Awarded Vendor’s resellers, distributors and agents. The Awarded Vendor is responsible for its resellers, distributors and agents’ performance of obligations in the Vendor Agreement and is obligated to monitor its resellers, distributors, and agents.

4. **Pricing.** WLS reserves the right to review at any time the pricing of this Vendor Agreement. Vendor represents and warrants that the price offered by Vendor to WLS Members for any products ordered by WLS Members (the “WLS Members Price”) are equal to or less than standard prices offered by Vendor for similar products generally to similarly situated customers contracting for similar volumes under the same terms and conditions.

5. **Assignment.** Neither this Vendor Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party, provided, however, that either party may assign its rights, obligations, or interests under this Agreement in connection with a merger, acquisition, divestiture, sale of business, reorganization or similar corporate transaction involving such party without such written permission provided that such successor entity shall be bound by the terms of this Agreement.

6. **Indemnification / Hold Harmless.** Vendor shall defend, indemnify and hold the WLS, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with Vendor’s performance of this Vendor Agreement, except for injuries and damages caused by the sole negligence of the WLS.
7. **Insurance.** The Vendor shall procure and maintain for the duration of the Vendor Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by Vendor, their agents, representatives, employees or subcontractors.

Vendor shall provide a Certificate of Insurance evidencing:

a) **Commercial General Liability** insurance written on an occurrence basis with limits no less than $2,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer’s liability.

b) **Cyber Liability** insurance or coverage with limits of not less than $1,000,000 for each occurrence and an annual aggregate of $2,000,000 covering claims involving privacy violations, information theft, damage to or corruption or destruction of electronic information, intentional and/or unintentional release of private information, internet media liability, alteration of electronic information, extortion, and network security. This coverage is required to remain in effect for as long as necessary to cover any and all such claims.

The WLS shall be named as an additional insured on the Commercial General Liability insurance policy, as respects activities of Vendor and a copy of the endorsement naming The WLS as additional insured shall be attached to the Certificate of Insurance. The WLS reserves the right to receive a certified copy of all required insurance policies.

The WLS shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

8. **Non-Exclusive Relationship.** The Vender Agreement is not exclusive as to the products or goods or services similar to the products. Nothing in the Agreement prohibits WLS from entering into contracts with other Vendors or suppliers for the provision of the products or goods or services similar to the products in this contract.

9. **Compliance with FERPA.** Vendor will comply with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and its associated implementing regulations with respect to any information received by Vendor from WLS or any Subscriber. For the avoidance of doubt, this section does not create any obligations for Vendor with respect to information that is not in Vendor’s possession or control.

10. **Prohibited Employees.** Vendor will prohibit any employee of Vendor from working at a Subscriber school if he or she would have contact with children at a Subscriber school during the course of his or her employment and if he or she has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction.

11. **Limitations on Confidentiality.** Vendor agrees that WLS may disclose to Subscribers the prices, payment terms, and delivery terms provided in this contract for the products, and such other terms of this Vendor Agreement that Vendor wishes to make available to Subscribers (through WLS). The Vendor acknowledges and agrees that WLS' obligation to comply with any confidentiality provisions under this Vendor Agreement is subject to and
limited by applicable law, including the Washington Public Records Act (chapter 42.56 RCW).

**Applicable Law: Jurisdiction.** This Vendor Agreement will be governed by and construed in accordance with the laws of the State of Washington. Any dispute arising under, in connection with, or incident to this contract will be resolved exclusively in the state or federal courts located in King County, Washington.

12. **Termination.** WLS may terminate this Vendor Agreement for convenience at any time after the first anniversary of this contract Effective Date upon 30 days prior written notice to Vendor. In the event of such termination for convenience, Vendor shall have no obligation to provide a refund of any unearned pre-paid fees. WLS may terminate this Vendor Agreement immediately upon notice for any failure by Vendor to comply with the terms of Section 10. Either party may terminate this Vendor Agreement immediately upon written notice at any time if the other party is in material breach of any material term of this Agreement and has failed to cure that breach within 30 days after written notice.

13. **Licensed to do Business in Washington.** Vendor must be licensed to do business in the State of Washington. Upon award of contract, Vendor will provide WLS with Vendor’s Washington State Department of Revenue Tax Registration Number.

14. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Vendor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

15. **Survival Clause.** All purchase transactions, applicable software license agreements, warranties or service agreements that were entered into between Vendor and Subscriber under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All purchase orders accepted by vendor shall survive expiration or termination of the Vendor Agreement.

16. **Warranty of Accessibility.** Vendor warrants that the system and services provided to Subscriber will comply with all local, state, and federal laws. Vendor further agrees that the system and services provided to Subscriber will comply with all laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age, or the presence of any sensory, mental, or physical disability. Vendor will furnish such documents and information as may be reasonably requested by Subscriber to evidence Vendor’s compliance with the terms of this agreement.

Vendor represents that the system and services provided to Subscriber under this agreement will, at a minimum, conform with all applicable laws, including Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended, all other regulations promulgated under Title II of the Americans with Disabilities Act, and the accessibility standards of the Web Content Accessibility Guidelines ("WCAG") 2.0 AA provided, however, that Vendor will have no obligations with respect to such conformance to the extent relating to any portion of the system and services provided or developed by third parties or any user-generated content.
Amendment to Agreement WLS#306

Between

Security Solutions Northwest, Inc. and

Washington Learning Source

Amendment #1

This Amendment to the Agreement signed 2/17/22, entered into by and between Washington Learning Source (WLS) and Security Solutions, Northwest, Inc. (Security Solutions) is hereby amended as follows:

☐ Add products (see attached)
☐ Change prices (see attached)
☐ Renew
☐ Other:

All other terms and conditions of this Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

_________________________ 3/4/2022
WLS Director                          Date

_________________________ 3/9/22
Joli Valentino                          Date
PSESD Superintendent or Designee

_________________________ 3/3/2022
Security Solutions                          Date

PSESD Business Office Use Only

_________________________ 3/9/2022
Business Office                          Date
Amendment to Agreement WLS#306

Between

Security Solutions Northwest, Inc.

And

Washington Learning Source

Amendment #2

This Amendment to the Agreement signed 2/17/22, entered into by and between Washington Learning Source (WLS) and Security Solutions, Northwest, Inc. (Security Solutions) is hereby amended as follows:

☐ Add products (see attached)
☐ Change prices (see attached)
☐ Renew
☐ Other:

RFP 1818-55; VOLUME PURCHASES
For purchases in a single transaction that will exceed $100,000, an Awarded Vendor may submit a written request seeking a reduction in the Administrative Fee. The request shall identify the amount of the reduction that is being sought and the reasons the Awarded Vendor believes the reduction is warranted. Upon receipt and approval of a request for a reduction, all Awarded Vendors of in the product category identified in the request will be notified. The reduced Administrative Fee shall be applied uniformly to any Awarded Vendor that wants to sell products in that product category to the Subscriber for that single transaction. Awarded Vendors that are applying the reduced Administrative Fee shall not disclose or inform interested Subscribers that the price the Awarded Vendor is quoting is based on a reduction of the Administrative Fee.

Administrative Fee for each individual sale will be:

$100,000 and under = 3%
$100,000 - $500,000 = 2.7%
$500,000 - $1mil = 2.4%
$1mil - $1.5mil = 2.1%
$1.5mil - $2mil = 1.8%
$2mil and above = 1.5%

All other terms and conditions of this Agreement remain in full force and effect.
IN WITNESS WHEREOF, the parties have executed this Amendment.

WLS Director 3/22/22

PSESD Superintendent or Designee 3/25/22

Security Solutions 03/22/2022

PSESD Business Office Use Only 3/25/22

Business Office Date
Amendment to Agreement WLS#306

Between

Security Solutions Northwest, Inc.

And

Washington Learning Source

Amendment #3

This Amendment to the Agreement signed 2/17/2022, entered into by and between Washington Learning Source (WLS) and Security Solutions Northwest, Inc. (Security Solutions) is hereby amended as follows:

☐ Add products (see attached)
☐ Change prices (see attached)
☒ Renew

   Extend contract to ___2/17/2024____

☐ Other (describe below)

All other terms and conditions of this Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

Washington Learning Source

[Signature]

WLS Director

[Name]

Jan 5, 2023

Security Solutions Northwest, Inc.

[Signature]

Approver Signature

April Thomas

Jan 5, 2023

Approver Name

Sales and Contract Administrator

Title

PSESD Business Office Use Only

[Signature]

Business Office

1/13/23

Date
RENEWAL: Contract WLS#306 Amendment 3
Final Audit Report

Created: 2023-01-04
By: Joanne Tsol (jtsol@psesd.org)
Status: Approved
Transaction ID: CBJC9BCAABAAY1AWQQ3kaNwaXeblu8jkzD1qjWrEUHU

"RENEWAL: Contract WLS#306 Amendment 3" History

ישן Document created by Joanne Tsol (jtsol@psesd.org)
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2023-01-04 - 5:57:19 PM GMT

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2023-01-04 - 5:57:46 PM GMT

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2023-01-05 - 10:53:05 PM GMT

ישן Document approved by Angela Bolam (abolam@psesd.org)
Approval Date: 2023-01-05 - 11:07:09 PM GMT - Time Source: server

Document approved by April Thomas (aprilT@ssnw.co)

Document approved by Angela Bolam (abolam@psesd.org)

Document approved by Angela Bolam (abolam@psesd.org)

Document approved by April Thomas (aprilT@ssnw.co)

Document approved by Angela Bolam (abolam@psesd.org)

Document approved by Angela Bolam (abolam@psesd.org)

Signer jvalentino@psesd.org entered name at signing as Joli Valentino
2023-01-05 - 11:12:11 PM GMT

Document approved by Joli Valentino (jvalentino@psesd.org)
Approval Date: 2023-01-05 - 11:12:13 PM GMT - Time Source: server
Agreement completed.

2023-01-05 - 11:12:13 PM GMT
Amendment to Agreement **WLS#306**

Between

**Security Solutions Northwest, Inc.** and

**Washington Learning Source**

**Amendment #4**

This Amendment to the Agreement signed 2/17/22, entered into by and between Washington Learning Source (WLS) and Security Solutions, Northwest, Inc. (Security Solutions) is hereby amended as follows:

- [X] Add products (see attached)
- [ ] Change prices (see attached)
- [ ] Renew
- [X] Other: Updated Name and Licenses

All other terms and conditions of this Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment.

**WLS Director**

![Signature]

8/17/23

Date

**PSESD Superintendent or Designee**

![Signature]

08/17/23

Date

**Security Solutions**

![Signature]

07/27/2023

Date

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**PSESD Business Office Use Only**

![Signature]

08/22/23

Date
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<td></td>
<td>$184.00</td>
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<td><strong>Intrusion Systems</strong></td>
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<td></td>
<td>Bosch Security Systems, LLC</td>
<td>Authorized Dealer</td>
<td>X</td>
<td></td>
<td></td>
<td>20%</td>
<td>$0.00</td>
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<tr>
<td></td>
<td><strong>Resideo Intrusion (Honeywell)</strong></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>VISTA-128BPT</td>
<td>128BPT Control Panel</td>
<td>X</td>
<td></td>
<td>$378.00</td>
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<td></td>
<td>AD12612</td>
<td>1.2 Amp Auxiliary Power Supply</td>
<td>X</td>
<td></td>
<td>$28.50</td>
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<tr>
<td></td>
<td>AD25024</td>
<td>2.5 Amp Auxiliary Power Supply</td>
<td>X</td>
<td></td>
<td>$100.50</td>
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<td>4204</td>
<td>Relay board</td>
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<td>$84.00</td>
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<td></td>
<td>4208U</td>
<td>8 Zone Expansion Module</td>
<td>X</td>
<td></td>
<td>$108.50</td>
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<td></td>
<td>4228U</td>
<td>Group Zoning Module 2/4 Zones</td>
<td>X</td>
<td></td>
<td>$63.00</td>
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<tr>
<td></td>
<td>5881ENH</td>
<td>Wireless Zone Expander</td>
<td>X</td>
<td></td>
<td>$159.00</td>
<td></td>
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<td>VISTA-250BPT</td>
<td>128BPT Control Panel</td>
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<td>5881ENH</td>
<td>Wireless Zone Expander</td>
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<td>$159.00</td>
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<td></td>
<td>6160</td>
<td>Keypad</td>
<td>X</td>
<td></td>
<td>$135.00</td>
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<td></td>
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<tr>
<td></td>
<td>6160RF</td>
<td>Keypad</td>
<td>X</td>
<td></td>
<td>$198.00</td>
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<td><strong>Radio Communicators</strong></td>
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<tr>
<td></td>
<td>Fire Radios</td>
<td>Excludes Permits</td>
<td>X</td>
<td></td>
<td>$1,500.00</td>
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<td></td>
<td>Burglar Alarm Radios</td>
<td></td>
<td>X</td>
<td></td>
<td>$500.00</td>
<td></td>
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<tr>
<td></td>
<td><strong>Labor Rates</strong></td>
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<td></td>
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<tr>
<td></td>
<td>Hourly Install Rate</td>
<td>Mon - Fri 8 AM to 4 PM</td>
<td>X</td>
<td></td>
<td>$170.00</td>
<td>5%</td>
<td>$161.50</td>
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<tr>
<td></td>
<td>Hourly Service Rate</td>
<td>Mon - Fri 8 AM to 4 PM</td>
<td>X</td>
<td></td>
<td>$185.00</td>
<td>5%</td>
<td>$175.75</td>
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<td>Service Description</td>
<td>Description</td>
<td>X</td>
<td>Variable</td>
<td>%</td>
<td>2%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>---</td>
<td>----------</td>
<td>---</td>
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<td>---</td>
<td></td>
</tr>
<tr>
<td>Project-based Installation Rate</td>
<td>Mon - Fri 8 am to 4 pm, based on scope of project</td>
<td>X</td>
<td>Variable</td>
<td>5</td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Hourly Remote Help Desk Rate</td>
<td>Mon - Fri 8 am to 4 pm</td>
<td>X</td>
<td>$175.00</td>
<td>5</td>
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<td>$166.25</td>
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<tr>
<td>After Hours Service Rate</td>
<td>After business hours</td>
<td>X</td>
<td>$280.00</td>
<td>5</td>
<td></td>
<td>$266.00</td>
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<td>After Hours Installation Rate</td>
<td>After business hours</td>
<td>X</td>
<td>$220.00</td>
<td>5</td>
<td></td>
<td>$209.00</td>
<td></td>
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<tr>
<td>After Hours Project Rate</td>
<td>After business hours, based on scope of project</td>
<td>X</td>
<td>Variable</td>
<td>5</td>
<td></td>
<td>$0.00</td>
<td></td>
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### Support & Monitoring Services

<table>
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<tr>
<th>Service Description</th>
<th>Description</th>
<th>X</th>
<th>Variable</th>
<th>%</th>
<th>2%</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Video Health</td>
<td>Maintenance of IP Video Systems; prices based on brand and number of cameras in system</td>
<td>X</td>
<td>Variable</td>
<td>5</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Access Control</td>
<td>Software Assurance Plan; pricing based on number of doors and users in system</td>
<td>X</td>
<td>Variable</td>
<td>5</td>
<td></td>
<td>$0.00</td>
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<tr>
<td>Intrusion Monitoring</td>
<td>Costs based on type of communication and services requested</td>
<td>X</td>
<td>Variable</td>
<td>5</td>
<td></td>
<td>$0.00</td>
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<tr>
<td>Fire Monitoring</td>
<td>Costs based on type of communication and number of areas</td>
<td>X</td>
<td>Variable</td>
<td>5</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Two Way Voice Monitoring</td>
<td>Two way voice monitoring for any emergency communication systems; includes Elevator, Area of Rescue, Blue Phones, Two Way, etc.; Costs vary based on type of communication</td>
<td>X</td>
<td>Variable</td>
<td>5</td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>
Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
   S101 Acquisition, Inc.

2. Business name/disregarded entity name, if different from above
   Security Solutions Northwest, LLC

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of
   the following seven boxes.
   Yes Individual/sole proprietor or single-member LLC
   No C Corporation S Corporation Partnership Trust/estate
   Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)
   Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check
   LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is
   another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that
   is disregarded from the owner should check the appropriate box for the tax classification of its owner.
   Other (see instructions)

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)
   Exempt payee code (if any)
   Exemption from FATCA reporting code (if any)
   (Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.) See instructions.
   1619 N State Street
   Bellingham, WA 98225

6. City, state, and ZIP code

7. List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

or

Employer identification number

9 1 - 1 - 1 2 2 8 4 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person

Date 7/21/2023

General Instructions

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

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

Purpose of Form

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

• Form 1099-INT (interest earned or paid)
SECURITY SOLUTIONS NW LLC
REG. CC SECURSN776MS
UBI: 600-528-172
Registered as provided by Law as:
Construction Contractor
(CC01) - GENERAL
Effective Date: 7/5/2023
Expiration Date: 7/5/2025

Department of Labor and Industries
PO Box 44450
Olympia, WA 98504-4450

SECURITY SOLUTIONS NW LLC
1619 N STATE ST
BELLINGHAM WA 98225

SECURITY SOLUTIONS NW LLC
REG. EC SECURSN770MF
UBI: 600-528-172
Licensed as provided by Law as:
Electrical Contractor
(EC06) - LIMITED ENERGY
Effective Date: 7/6/2023
Expiration Date: 7/6/2025

Department of Labor and Industries
PO Box 44460
Olympia, WA 98504-4460

SECURITY SOLUTIONS NW LLC
1619 N STATE ST
BELLINGHAM WA 98225
BUSINESS LICENSE

Issue Date: May 05, 2023
Unified Business ID #: 600528172
Business ID #: 001
Location: 0001
Expires: Oct 31, 2023

Limited Liability Company
SECURITY SOLUTIONS NORTHWEST, LLC
SECURITY SOLUTIONS NORTHWEST
1619 N STATE ST
BELLINGHAM WA 98225-4602

UNEMPLOYMENT INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:
BELLINGHAM GENERAL BUSINESS #006657 - ACTIVE
FIFE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
MOUNT VERNON GENERAL BUSINESS - NON-RESIDENT - ACTIVE
MUKILTEO GENERAL BUSINESS - NON-RESIDENT - ACTIVE
LAKEWOOD GENERAL BUSINESS - NON-RESIDENT - ACTIVE
YELM GENERAL BUSINESS - NON-RESIDENT #12867 - ACTIVE
SHELTON GENERAL BUSINESS - NON-RESIDENT #0071810 - ACTIVE
KIRKLAND GENERAL BUSINESS - NON-RESIDENT #OBL22007 - ACTIVE
ANACORTES GENERAL BUSINESS - NON-RESIDENT - ACTIVE
BLAINE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
BONNEY LAKE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 11/30/2023) - ACTIVE
COVINGTON GENERAL BUSINESS - NON-RESIDENT - ACTIVE
DUVALL GENERAL BUSINESS - NON-RESIDENT - ACTIVE
ISSAQUAH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
LACEY GENERAL BUSINESS - NON-RESIDENT #202017 - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

John Ryder
Director, Department of Revenue

UBI: 600528172 001 0001
STATE OF WASHINGTON
Expires: Oct 31, 2023

SECURITY SOLUTIONS NORTHWEST, LLC
SECURITY SOLUTIONS NORTHWEST
1619 N STATE ST
BELLINGHAM WA 98225-4602

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE
BELLINGHAM GENERAL BUSINESS #006657 - ACTIVE
FIFE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
MOUNT VERNON GENERAL BUSINESS - NON-RESIDENT - ACTIVE
MUKILTEO GENERAL BUSINESS - NON-RESIDENT - ACTIVE
LAKEWOOD GENERAL BUSINESS -
BUSINESS LICENSE

Issue Date: May 05, 2023
Unified Business ID #: 600528172
Business ID #: 001
Location: 0001
Expires: Oct 31, 2023

Limited Liability Company

SECURITY SOLUTIONS NORTHWEST, LLC
SECURITY SOLUTIONS NORTHWEST
1619 N STATE ST
BELLINGHAM WA 98225-4602

CITY/COUNTY ENDORSEMENTS:

LAKE STEVENS GENERAL BUSINESS - NON-RESIDENT - ACTIVE
MARYSVILLE GENERAL BUSINESS - NON-RESIDENT #49400TH205 - ACTIVE
OLYMPIA GENERAL BUSINESS - NON-RESIDENT #10800 - ACTIVE
Sammamish General Business - Non-resident - Active
SEDERO Woolley General Business - Non-resident #222143 - ACTIVE
STANWOOD GENERAL BUSINESS - NON-RESIDENT #344 - ACTIVE
SUMNER GENERAL BUSINESS - NON-RESIDENT (EXPIRES 11/30/2023) - ACTIVE
VANCOUVER GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPokane General Business - Non-resident - Active
SNOHOMISH General Business - Non-resident #22293 - ACTIVE
TUkwila General Business - Non-resident - Active
BURLINGTON General Business - Non-resident #9898 - ACTIVE
FRIDAY Harbor General Business - Non-resident #102285 - ACTIVE
EDMONDS General Business - Non-resident - ACTIVE
MOSES LAKE General Business - Non-resident #BL2021-0382 - ACTIVE
SEATAC General Business - Non-resident - ACTIVE
MERCER ISLAND General Business - Non-resident #200750 - ACTIVE
FEDERAL WAY General Business - Non-resident #04-105053-00-BL - ACTIVE
WENATCHEE General Business - Non-resident - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Signed:
Director, Department of Revenue

UBI: 600528172 001 0001

SECURITY SOLUTIONS NORTHWEST, LLC
SECURITY SOLUTIONS NORTHWEST
1619 N STATE ST
BELLINGHAM WA 98225-4602
BUSINESS LICENSE

Issue Date: May 05, 2023
Unified Business ID #: 600528172
Business ID #: 001
Location: 0001
Expires: Oct 31, 2023

Limited Liability Company

SECURITY SOLUTIONS NORTHWEST, LLC
SECURITY SOLUTIONS NORTHWEST
1619 N STATE ST
BELLINGHAM WA 98225-4602

CITY/COUNTY ENDORSEMENTS:
LYNNWOOD GENERAL BUSINESS - NON-RESIDENT #013726-06-2010 - ACTIVE
ROY GENERAL BUSINESS - NON-RESIDENT #2948 - ACTIVE
EVERSON GENERAL BUSINESS - NON-RESIDENT #478 - ACTIVE
YAKIMA GENERAL BUSINESS - NON-RESIDENT #BL005973 - ACTIVE
CONCRETE GENERAL BUSINESS - NON-RESIDENT #730 - ACTIVE
FERNALE GENERAL BUSINESS - NON-RESIDENT #1729 - ACTIVE
REDMOND GENERAL BUSINESS - NON-RESIDENT #RED08-000284 - ACTIVE
BREMERTON GENERAL BUSINESS - NON-RESIDENT #34281 - ACTIVE
ARLINGTON GENERAL BUSINESS - NON-RESIDENT #2571 - ACTIVE
LA CONNER GENERAL BUSINESS - NON-RESIDENT #6342 - ACTIVE
OAK HARBOR GENERAL BUSINESS - NON-RESIDENT #BL-001367 - ACTIVE
AUBURN GENERAL BUSINESS - NON-RESIDENT #BUS-20456 - ACTIVE

DUTIES OF MINORS:
Ages 16-17: fire extinguisher recharges

 LICENSING RESTRICTIONS:
All work performed more than ten feet above ground or floor level is prohibited under the age of 18. WAC 296-125-030(28)

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Security Solutions Northwest, LLC
1619 N State St
Bellingham, WA 98225-4602

Unemployment Insurance - Active
Industrial Insurance - Active
Minor Work Permit - Active
Tax Registration - Active
Bellingham General Business #006657 - Active
Fife General Business - Non-Resident - Active
Mount Vernon General Business - Non-Resident - Active
Mukilteo General Business - Non-Resident - Active
Lakewood General Business - Active

Director, Department of Revenue
Expires: Oct 31, 2023
BUSINESS LICENSE

Issue Date: May 05, 2023
Unified Business ID #: 600528172
Business ID #: 001
Location: 0001
Expires: Oct 31, 2023

Limited Liability Company

SECURITY SOLUTIONS NORTHWEST, LLC
SECURITY SOLUTIONS NORTHWEST
1619 N STATE ST
BELLINGHAM WA 98225-4602
296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

No person, or business, or those under their control, shall cause or allow the discharge of unauthorized pollutants (e.g. chemicals, oils, detergents, or wastewater) into a City of Redmond storm water drainage system, surface water bodies or groundwater.

REGISTERED TRADE NAMES:
SECURITY SOLUTIONS NORTHWEST

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

John Ryser
Director, Department of Revenue

UBI: 600528172 001 0001

STATE OF WASHINGTON

Expires: Oct 31, 2023

SECURITY SOLUTIONS NORTHWEST, LLC
SECURITY SOLUTIONS NORTHWEST
1619 N STATE ST
BELLINGHAM WA 98225-4602

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE
BELLINGHAM GENERAL BUSINESS #008857 - ACTIVE
FIFE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
MOUNT VERNON GENERAL BUSINESS - NON-RESIDENT - ACTIVE
MUKILTEO GENERAL BUSINESS - NON-RESIDENT - ACTIVE
LAKESIDE GENERAL BUSINESS -
IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY
BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your
place of business.

If you were issued a Business License previously,
destroy the old one and post this one in its place.

Login to My DOR at dor.wa.gov if you need to make
changes to your business name, location, mailing
address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration
date that appears on the front of this license to avoid
any late fees.

If there is no expiration date, the endorsements remain
active as long as you continue required reporting. Tax
Registration, Unemployment Insurance, and Industrial
Insurance endorsements require you to submit periodic
reports. Each agency will send you the necessary
reporting forms and instructions.
RESELLER PERMIT
Washington State Department of Revenue
PO Box 47476 • Olympia, WA 98504-7476 • 1-800-647-7706

Issued to: 600-528-172  Permit Number: A01789923
SECURITY SOLUTIONS NORTHWEST, LLC  Effective Date: Jan-01-2022
1619 N STATE ST  Expiration Date: Dec-31-2023
BELLINGHAM, WA 98225-4602

Business Activities:
Locksmiths
Electrical Contractors and Other Wiring Installation Contractors

This permit can be used to purchase:
• Merchandise and inventory for resale without intervening use
• Ingredients, components, or chemicals used in processing new articles of tangible personal property produced for sale
• Feed, seed, seedlings, fertilizer and spray materials by a farmer
• Materials and contract labor for retail/wholesale construction
• Items for dual purposes (see Purchases for Dual Purposes on back)

This permit cannot be used to purchase:
• Items for personal or household use
• Promotional items or gifts
• Items used in your business that are not resold, such as office supplies, equipment, tools, and equipment rentals
• Materials and contract labor for public road construction or U.S. government contracting (see Definitions on back)
• Materials and contract labor for speculative building

This permit is no longer valid if the business is closed.

The business named on this permit acknowledges:
• It is solely responsible for all purchases made under this permit
• Misuse of the permit:
  – Subjects the business to a penalty of 50 percent of the tax due, in addition to the tax, interest, and penalties imposed (RCW 82.32.291)
  – May result in this permit being revoked

Notes (optional): ________________________________________________
_________________________________________________________________
_________________________________________________________________

Important: The Department of Revenue may use information from sellers to verify all purchases made with this permit were qualified.
IMPORTANT
Please read the following information carefully.

Step 1: Provide paper or electronic copies to sellers from which you make purchases.

Step 2: Keep your original reseller permit on file.

If you have a change in business structure (e.g. sole proprietor, partnership/corporation), you will need to reapply for a new permit under your new tax registration number.

For a complete list of approved uses for your reseller permit, please refer to RCW 82.04.060 and RCW 82.04.050.

Purchases for Dual Purposes
If you don’t know at the time of purchase whether item(s) will be consumed or resold, you must purchase according to the general nature of your business.

• If your business principally (more than 50 percent) consumes the item(s), you should not use a reseller permit for that purchase.
• If your business principally resells the item(s), you may use a reseller permit and then report use tax on the item(s) consumed.

Contractor Information
Contractors may not use the permit for the following types of transactions:

• Purchase/rental of equipment or tools
• Purchase of supplies that do not become an ingredient or component part of the project (e.g. sandpaper, masking tape, saw blades, etc.)
• Purchase of materials and contract labor for public road construction or U.S. government contracting
• Purchase of all materials and contract labor for speculative building

Definitions
Materials and Contract labor
“Materials” refers to items that become part of real property built or improved, such as lumber, concrete, paint, wiring, pipe, insulation, nails, screws, drywall, etc. This does not include consumable supplies, tools, or equipment rentals.

“Contract labor” refers to contractors and subcontractors hired to perform construction services. The purchase of contract labor refers to the total amount charged by a contractor or subcontractor.

Retail/Wholesale construction
“Retail/Wholesale construction” refers to the constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property. Retail/Wholesale construction does not include U.S. government contracting, public road construction, or speculative building.

Public road construction
“Public road construction” refers to a prime contractor or subcontractor building, repairing, or improving a roadway owned by the federal government, municipal corporation, or political subdivision. Public road construction does not include the building, repairing, or improving a roadway owned by the state of Washington; this is a retail/wholesale construction activity.

Speculative building
“Speculative building” refers to the construction of buildings for sale or rental by a person or entity upon real estate owned by that person or entity.

U.S. government contracting
“U.S. government contracting” refers to businesses performing construction or improvements to real property of, or for, the United States or a city/county housing authority. It includes construction and repairs to structures, clearing land, and moving earth.

More Information
Application forms and complete information are available online at dor.wa.gov or by calling 1-800-647-7706.

Seller Information
A seller accepting a reseller permit will not be held liable for any uncollected sales tax.

The seller must keep a copy of the reseller permit in its records for five years after its last use.

Verification of Permit Use
The Department of Revenue checks reseller permit purchases regularly. Misuse of a permit may result in additional penalties (including 50% misuse penalty) and/or possible revocation of the permit.

For tax assistance or to request this document in an alternate format please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711.
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