

## AGREEMENT FOR GOODS AND SERVICES

This Agreement for goods and services (this “Agreement”) is entered into on November 9th 2020 (the “Effective Date”), by and between the City of South Bend, acting by and through its Board of Park Commissioners (the “City”), and *Vermillion Systems Inc*, an Indiana corporation, with its Principal place of business located at 603 Roosevelt Rd. Walkerton, Indiana, 46574 (the “Provider”) (each a “Party” and collectively the “Parties”).

For and in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Goods and Services. The Provider will provide to the City the goods and services (“Goods and Services”) set forth in the Provider’s proposal attached hereto as Exhibit A (the “Proposal”), which Proposal is incorporated herein, as well as the Provider's response to the Request For Proposal attached as Exhibit B. In the event of any conflict between the terms of this Agreement and the terms of the Proposal, the terms of this Agreement will prevail.

2. Compensation. In exchange for the Goods and Services, and subject to the terms and conditions of this Agreement, the City will pay the Provider the fee stated in the Proposal (the “Contract Amount”) in accordance with the project budget stated in the Proposal. The City will pay the Contract Amount in installments upon invoicing by the Provider as set forth in the Proposal (each a “Contract Installment”). The City will not be required to pay any Contract Installment if any material default or breach of this Agreement by the Provider exists. The sum of all Contract Installments will not exceed the Contract Amount, and the Provider will not incur or seek reimbursement for any expenses in excess of the Contract Amount.

3. Term; Termination. Unless earlier terminated in accordance with its terms, this Agreement will commence on the Effective Date and end upon the Provider’s satisfaction of all its obligations hereunder and the City’s final payment therefor. Notwithstanding the foregoing, effective immediately upon delivery of a written termination notice to the Provider, the City may terminate this Agreement, in whole or in part, for any reason, if the City determines that such termination is in the best interest of the City. In addition, in accordance with Ind. Code 6-1.1-18-4, payments are subject to annual appropriation by the City. If the City makes a written determination that funds are not appropriated or are otherwise unavailable to support the continuation of this Agreement, it shall be canceled. A determination by the City that funds are not appropriated or are otherwise unavailable to support the continuation of performance shall be final and conclusive. The City will not be required to pay any Contract Installment or be otherwise liable for any cost associated with the Provider’s performance of any Services after the effective date of termination.

4. Remedies for Breach of Contract. Failure to provide the Goods and Services in accordance with this Agreement will be considered a material breach. In the event of such breach, the City may suspend all payments to the Provider and may pursue any and all remedies available at law or in equity. The Provider shall repay to the City any portion of the Contract Amount expended for matters not within the scope of the Services.

5. Point of Contact. The City employee identified in Section 9 below will serve as the

City's principal point of contact for purposes of this Agreement.

6. Relationship. The Provider shall at all times be an independent contractor for all services performed and goods supplied rather than an employee of the City, and no act or omission to act by the Provider shall in any way bind or obligate the City. This Agreement is strictly for the benefit of the Parties and not for any third party or person. This Agreement was negotiated by the Parties at arm's length and each of the parties hereto has reviewed the Agreement after the opportunity to consult with independent legal counsel. Neither party shall maintain that the language in the Agreement shall be construed against any signatory hereto. The City and the Provider hereby renounce the existence of any form of agency relationship, joint venture, or partnership between the Provider and the City and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the City and the Provider.

7. Indemnification of City. The Provider hereby agrees to defend, indemnify, and hold harmless the City, its officials, employees, and agents from any and all claims of any nature which arise from the performance by the Provider under this Agreement and from all costs and attorney fees in connection therewith, excepting for claims arising out of the negligence of the City, its officials, directors, employees, and agents. The obligations of the Provider under this section shall survive the termination of this Agreement.

8. Assignment. The Provider shall not assign or subcontract the whole or any part of this Agreement or its obligations hereunder without the prior written consent of the City.

9. Notices. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to the City or the Provider, as the case may be, at the address set forth below.

Provider:  
Vermillion Systems Inc.  
603 Roosevelt Rd  
Walkerton, IN 46574

—  
Attn: Austin Curtis

City  
City of South Bend  
Venues Parks & Arts Department  
1020 High Street  
South Bend, IN 46601  
Attn: Patrick Sherman

10. Equal Opportunity; Non-Discrimination; Compliance. The Provider shall comply with all applicable laws and regulations in its hiring and employment practices and policies for any activity covered by this Agreement. The Provider shall comply with all state, federal, and municipal laws, regulations, and standards applicable to its activities pursuant to this Agreement including, but not limited to, the requirements imposed by Ind. Code 22-9-1-10 (non-discrimination), the provisions of Ind. Code 5-22-16.5 (disqualification for dealings with the government of Iran), and the provisions of Ind. Code 22-5-1.7 (requiring E-Verify for new employees and prohibiting employment of unauthorized aliens). Each of the foregoing provisions is incorporated herein as if set forth in full, and the Provider certifies that it is in compliance with each such provision and shall remain in compliance through the term of this Agreement. Non-Collusion Affidavit is attached as Exhibit C.

11. Drug-Free Workplace. The Provider hereby agrees to make a good faith effort to provide and maintain a drug-free workplace. The Provider will give written notice to the City within ten (10) days after receiving actual notice that the Provider or an employee of the Provider within the State of Indiana has been convicted of a criminal drug violation occurring in the workplace.

12. Entire Agreement; Amendment; Applicable Law. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them. This Agreement may be amended only by separate writing, signed by authorized representatives of both the Provider and the City. This Agreement will be construed and interpreted according to the laws of the State of Indiana, and any dispute arising out of this Agreement or otherwise concerning the Provider's rendering of the Services will be resolved in the courts located in St. Joseph County, Indiana, unless the Parties mutually agree to a different method of dispute resolution.

13. Severability. All provisions of this Agreement shall be considered as separate terms and conditions, and in the event any one shall be held illegal, invalid or unenforceable, all the other provisions hereof shall remain in full force and effect as if the illegal, invalid, or unenforceable provision were not a part hereof, unless the provision held illegal, invalid or unenforceable is a material provision of this Agreement, in which case the Provider and the City agree to amend this Agreement with replacement provisions containing mutually acceptable terms and conditions.

14. Force Majeure. The Provider shall not be responsible for any failure or delay in the performance of any obligation hereunder, if such failure or delay is due to a cause beyond the Provider's reasonable control, including, but not limited to acts of God, flood, fire, volcano, war, third-party suppliers, labor disputes or governmental acts.

[Signature page follows.]

**VERMILLION SYSTEMS INC.,**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name and Title*

\_\_\_\_\_  
*Street Address*

\_\_\_\_\_  
*P.O. Box*

\_\_\_\_\_  
*City, State Zip*

\_\_\_\_\_  
*Telephone                      Fax*

**CITY OF SOUTH BEND, INDIANA  
BOARD OF PARK COMMISSIONERS**

\_\_\_\_\_  
Mark Neal, President

\_\_\_\_\_  
Consuella Hopkins, Vice President

\_\_\_\_\_  
Dan Farrell, Member

\_\_\_\_\_  
Aimee Buccellato, Member

\_\_\_\_\_  
Attest: Eva Ennis, Clerk

**EXHIBIT A**

**Proposal**

[See attached]

**VERMILLION SYSTEMS, INC.**  
**603 Roosevelt Road**  
**Walkerton, IN 46574**  
**(574) 586-9341**

**STANDARD COMMERCIAL SECURITY AGREEMENT**

1. VERMILLION SYSTEMS, INC. (hereinafter referred to as "VERMILLION" or "ALARM COMPANY") agrees to sell, install and program, at Subscriber's premises, and Subscriber agrees to buy, an electronic security system consisting of the equipment and services described in the **attached Schedule of Equipment and Services**.

Balance due upon completion of installation: Net 30 days

2. **DESCRIPTION OF EQUIPMENT AND SERVICES:**  
See attached schedule.

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF VERMILLION:** Provided Subscriber performs this agreement for the full term thereof, upon termination VERMILLION shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by VERMILLION is the intellectual property of VERMILLION and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. The Equipment shall remain personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by VERMILLION. VERMILLION's signs and decals remain the property of VERMILLION and must be removed upon termination of this agreement.

(a) **CENTRAL STATION MONITORING CHARGES:** See Attached schedule

(b) **INSPECTION:** If this option is selected VERMILLION will make an annual inspection of the security system. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If UL Certified the inspection will comply with UL Requirements. VERMILLION will notify Subscriber 30 days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Only one scheduled inspection is included. Testing at inspection insures only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which VERMILLION has no responsibility or liability.

(d) **ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay VERMILLION the sum of \$0, per month, for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, VERMILLION or its designated central office shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by VERMILLION or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

(e) **REMOTE SUBSCRIBER ACCESS:** Subscriber agrees to pay VERMILLION the sum of \$0, per month for the term of this agreement. Select remote access / video services to be provided:  
X Remote Access By Subscriber  Other (describe):

(f) **ACCESS CONTROL ADMINISTRATION SERVICES:** Subscriber agrees to pay VERMILLION the sum of \$0, per month, for the term of this agreement. Select Access Control Administration services to be provided:  
 Remote Access Administration  On-site Administration  Data Storage  Data Backup

4. **TERM OF AGREEMENT: RENEWAL:** The term of this agreement shall be for a period of three years and shall automatically renew month to month thereafter under the same terms and conditions, at the end of which there will be negotiation for the possible continuation for an additional three years.

**5. CENTRAL OFFICE MONITORING SERVICES:** Upon receipt of a signal from Subscriber's alarm system, VERMILLION or its designee central office shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department depending upon the type of signal received. Not all signals will require notification to the authorities and subscriber may obtain a written response policy from VERMILLION. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of VERMILLION or VERMILLION's designee central office and VERMILLION does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of VERMILLION and are not maintained by VERMILLION except VERMILLION may own the radio network, and VERMILLION shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish VERMILLION with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List VERMILLION will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with VERMILLION's notification obligation. All changes and revisions shall be supplied to VERMILLION in writing. Subscriber authorizes VERMILLION to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central office to monitor video or sound then upon receipt of an alarm signal central office shall monitor video or sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests VERMILLION to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay VERMILLION \$90.00 for each such service. VERMILLION may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central office is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by VERMILLION.

**6. SERVICE:** Service pursuant to paragraph 4(b)(ii), includes all parts and labor, and VERMILLION shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connect with the security system as originally installed without VERMILLION's written consent.

**7. SUBSCRIBER REMOTE ACCESS:** If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by VERMILLION, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote pendant supplied by VERMILLION or Subscriber's Internet or wireless connection device which is compatible with VERMILLION's remote services. VERMILLION will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed. The remote services server is provided either by VERMILLION or a third party. VERMILLION shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. VERMILLION shall have no responsibility for failure of data transmission, corruption or unauthorized access and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology and VERMILLION shall have no liability for access to the alarm system by others.

**8. WIRELESS AND INTERNET ACCESS CAPABILITIES:** Subscriber is responsible for supplying high speed Internet access and or wireless services at Subscriber's premises. VERMILLION does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system VERMILLION will authorize Subscriber access. VERMILLION is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and VERMILLION shall have no liability for such third party unauthorized access. VERMILLION is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. VERMILLION is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to subscriber's system will be at subscriber's expense.

### **LIMITED WARRANTY ON SALE**

**9.** In the event that any part of the security system becomes defective, or in the event that any repairs are required, VERMILLION agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. VERMILLION reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life. VERMILLION is not the manufacturer of the equipment and other than VERMILLION's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, VERMILLION makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. VERMILLION does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. VERMILLION expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than VERMILLION. VERMILLION shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by VERMILLION shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on VERMILLION's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that VERMILLION has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for VERMILLION's breach of this agreement or negligence to any degree under this agreement is to require VERMILLION to repair or replace, at VERMILLION's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, VERMILLION will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work.

### **GENERAL PROVISIONS**

**10. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** VERMILLION shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including VERMILLION's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of VERMILLION, VERMILLION shall have such additional time for performance as may be reasonably necessary under the circumstances.

Subscriber assumes all risk of loss of material once delivered to the job site.

**11. TESTING OF SECURITY SYSTEM:** Security System, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the Security System and to notify VERMILLION if it is in need of repair. Service if provided is pursuant to paragraph 4.

**12. CARE AND SERVICE OF SECURITY SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without VERMILLION's written consent.

**13. ALTERATION OF PREMISES FOR INSTALLATION:** VERMILLION is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in VERMILLION's sole discretion for the installation and service of the security system, and VERMILLION shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

**14. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by VERMILLION.

**15. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to indemnify and hold harmless VERMILLION, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by VERMILLION's performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against VERMILLION or VERMILLION's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of VERMILLION. VERMILLION shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment.

**16. EXCULPATORY CLAUSE:** VERMILLION and Subscriber agree that VERMILLION is not an insurer and no insurance coverage is offered herein. The

security equipment and VERMILLION's services are designed to reduce certain risks of loss, though VERMILLION does not guarantee that no loss will occur. VERMILLION is not assuming liability, and, therefore, shall not be liable to Subscriber for any loss, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of intrusion, burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by VERMILLION's negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber releases VERMILLION from any claims for contribution, indemnity or subrogation.

**17. INSURANCE:** The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which VERMILLION is named as additional insured. VERMILLION shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber shall obtain insurance to cover any loss the security services are intended to detect to one hundred percent of the insurable value, and Subscriber and all those claiming rights under Subscriber waive all rights against VERMILLION and its subcontractors for loss or damages caused by burglary, theft, water, smoke, fire or other perils intended to be detected by the security services or covered by insurance to be obtained by Subscriber, except such rights as they may have to the proceeds of insurance.

**18. LIMITATION OF LIABILITY:** Subscriber agrees that should there arise any liability on the part of VERMILLION as a result of VERMILLION's negligent performance to any degree or negligent failure to perform any of VERMILLION's obligations pursuant to this agreement or any other legal duty, equipment failure, or strict products liability, that VERMILLION's liability shall be limited to the sum of \$250.00 or 5% of the sales price or 6 times the aggregate of monthly payments for services being provided at time of loss, whichever is greater. If Subscriber wishes to increase VERMILLION's amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with VERMILLION's increased liability. This shall not be construed as insurance coverage.

**19. VERMILLION'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that VERMILLION is authorized and permitted to subcontract any services to be provided by VERMILLION to third parties who may be independent of VERMILLION, with written authorization from the subscriber, and that VERMILLION shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints VERMILLION to act as Subscriber's agent with respect to such third parties, except that VERMILLION shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to VERMILLION's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and central offices of VERMILLION.

**20. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS:** Subscriber shall notify VERMILLION in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber is responsible for removal of such conditions. In the event VERMILLION discovers the presence of suspected asbestos or other hazardous material, VERMILLION shall stop all work immediately and notify Subscriber. If VERMILLION, in its sole discretion, determines that continuing the work poses a risk to VERMILLION or its employees or agents, VERMILLION may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate VERMILLION for all services rendered and material provided to date of termination. Under no circumstances shall VERMILLION be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

**21. FALSE ALARMS / PERMIT FEES:** Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse VERMILLION for any fines relating to permits or false alarms. VERMILLION shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should VERMILLION be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay VERMILLION for such service or material.

**22. SECURITY INTEREST / COLLATERAL:** To secure Subscriber's obligations under this agreement Subscriber grants VERMILLION a security interest in the security equipment installed by VERMILLION and VERMILLION is authorized to file a financing statement.

**23. FULL AGREEMENT / SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except VERMILLION's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document, agreement, purchase order or understanding between the parties, the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall not be effected.

**24. Agreement:** In any conflict between the terms of this agreement and the City Goods and Services agreement, the City Goods and services agreement will prevail.



**VERMILLION SYSTEMS, INC.**  
603 Roosevelt Road  
Walkerton, IN 46574  
(574) 586-9341

**STANDARD FIRE ALARM SALES, MONITORING, INSPECTION AND SERVICE AGREEMENT**

Subscriber's Name: City of South Bend: Department of VPA Telephone No.: \_\_\_\_\_

Address: 1020 High St. South Bend, IN 46601 Email: psherman@southbendin.gov Cell Phone: \_\_\_\_\_

**SALE AND INSTALLATION**

VERMILLION SYSTEMS, INC. (hereinafter referred to as "VERMILLION" or "ALARM COMPANY") agrees to sell, install, and instruct Subscriber in the proper use of the Fire Alarm Equipment or System, at Subscriber's premises, and Subscriber agrees to buy, such system in accordance with this agreement, consisting of the following equipment: **See attached Schedule of Equipment and Services.** Passcode to software remains property of VERMILLION. Software programmed by VERMILLION is the intellectual property of VERMILLION and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. VERMILLION's signs and decals remain the property of VERMILLION and must be removed upon termination of this agreement.

Check if Fire Alarm System to Code:

Initial here \_\_\_\_\_ if fire alarm system is to be installed pursuant to filed plans and specifications filed by \_\_\_\_\_ filed with and approved by Authority Having Jurisdiction [AHJ].

**NOTICE:** Unless a Fire Alarm System to Code is selected to be installed, VERMILLION makes no representation that the fire alarm detection equipment meets local code, fire department or any Authority Having Jurisdiction [AHJ] requirements, and it is not VERMILLION'S responsibility to apply for any permits or fees in connection with such equipment. The law requires and VERMILLION recommends that Subscriber install a Fire Alarm System to code with plans and specifications filed with AHJ, properly permitted, inspected and approved by AHJ. Subscriber represents that existing fire alarm system is approved by AHJ and that any repairs or replacement parts installed by VERMILLION are not additional equipment which would require AHJ approval.

**1. MONITORING CHARGES. (Cross out if not applicable)**

(a) Subscriber agrees to pay VERMILLION the sum of \$ 5,256, per month, payable annually in advance for the monitoring of the FIRE ALARM system for the term of this agreement. Payments will be pro rated depending on the dates of activation of new equipment installed as part of the hardware agreement.

**2. INSPECTIONS: (Cross out if not applicable)**

Subscriber agrees to pay VERMILLION the sum of \$0, per month, for the term of this agreement, for inspection service. If this option is selected VERMILLION will make 1 annual inspection of the fire alarm system. (See Authority Having Jurisdiction (AHJ) inspection standards and consult with AHJ.) Unless otherwise noted in the Schedule of Equipment and Services inspection will be performed to meet the minimum requirements of the applicable code or AHJ. VERMILLION will notify Subscriber 3 days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Testing at inspection insures only that accessible components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected, the inspection does not include inspection or testing of sufficiency of water supply, for which VERMILLION has no responsibility or liability.

**3. UL CERTIFICATE: (Cross out if not applicable)**

Subscriber agrees to pay VERMILLION the sum of \$ 0, per month, for the term of this agreement, for an Underwriters Laboratories Inc. (UL) Central Station – Fire Alarm Certificate service. If this option is selected VERMILLION will issue a UL Certificate for the fire alarm system. Subscriber acknowledges that UL is a separate AHJ that may want to inspect the fire alarm system. UL or the Local AHJ can require changes to the fire alarm system to keep the Certificate in force. Subscriber agrees to pay VERMILLION for any inspections or required changes at our then prevailing rates.

**4. MONITORING SERVICES PROVIDED:** Upon receipt of a fire alarm signal from Subscriber's fire alarm system, VERMILLION or its designee communication center, hereinafter referred to as Remote Supervising Station, shall make every reasonable effort to notify Subscriber and the appropriate municipal fire department and comply with AHJ dispatch procedures. Only Subscriber will be notified of fire trouble, fire supervisory or other off normal signals as soon as may be practical. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to fire departments are not monitored by personnel of VERMILLION or its Remote Supervising Station and VERMILLION does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, Managed Facilities Voice Networks, VOIP, or other modes of communication pass through communication networks wholly beyond the control of VERMILLION and are not maintained by VERMILLION except VERMILLION may own the radio network and VERMILLION shall not be responsible for any failure which prevents transmission signals or data from reaching the Remote Supervising Station or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the communication equipment. The fire alarm system and communication pathway may not function during a power failure or not maintain functionality for a 24 hour period as required by NFPA-72 for fire alarm systems and Subscriber is responsible for verifying operation of the communication pathway with the communications pathway provider. Subscriber agrees to furnish VERMILLION with a written Call List of names and telephone numbers of persons Subscriber wishes to receive notification of fire alarm signals. Unless otherwise provided in the Call List VERMILLION will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with VERMILLION'S notification obligation. All changes and revisions to the account information shall be supplied to VERMILLION in writing. Subscriber authorizes VERMILLION to access the control panel and/or communicator to input or delete data and programming. If Subscriber requests VERMILLION to reprogram system functions, remotely or on premises, Subscriber shall pay VERMILLION \$90.00 for each such service, and any change in programming requires a full physical test of all fire alarm components pursuant to NFPA 72 and AHJ requirements which testing shall be at Subscriber's expense at VERMILLION'S customary charges. VERMILLION may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement or in event Remote Supervising Station's facility or communication network is nonoperational or Subscriber's system is sending excessive false alarms. Remote Supervising Station is authorized to record and maintain all data, voice and alarm communications and shall be the exclusive owner of such property.

**5. TERM OF AGREEMENT: RENEWALS:** The term of this agreement shall be for a period of three years. This agreement shall renew month to month thereafter under the same terms and conditions for three years at the end of which both parties will enter into negotiations for a possible additional 3 years. Termination shall comply with local law.

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION. READ THEM BEFORE YOU SIGN THIS AGREEMENT.**

**6. ALARM EQUIPMENT REMAINS PERSONALTY:** All equipment and material installed by VERMILLION shall remain personal property and shall not be considered or deemed a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by VERMILLION.

**7. EQUIPMENT LIMITED WARRANTY:** In the event that any part of the equipment becomes defective, VERMILLION agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. VERMILLION reserves the option to either replace or repair the equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. VERMILLION'S warranty does not include damage caused by electric, plumbing or construction, nor damage by lightning, electrical surge, or misuse. VERMILLION is not the manufacturer of the equipment and other than VERMILLION'S limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, VERMILLION makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. VERMILLION does not represent nor warrant that the equipment may not be compromised or circumvented, or that the system will prevent any loss by fire, smoke or water or otherwise; or that the system will in all cases provide the protection for which it is installed. VERMILLION expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than VERMILLION. VERMILLION shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by VERMILLION shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on VERMILLION'S skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that VERMILLION has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for VERMILLION'S breach of this agreement or negligence to any degree under this agreement is to require VERMILLION to repair or replace, at VERMILLION'S option, any equipment which is non-operational. Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state. Fire Alarms are required to be approved by AHJ and may require plans and specifications designed, signed and submitted by a licensed architect or professional engineer, which must be engaged by Subscriber. If VERMILLION is installing a Fire Alarm System to code installation must be approved by the AHJ. This Limited Warranty is independent of and in addition to service contracted under paragraph 2b of this agreement.

**8. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** VERMILLION shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including VERMILLION'S negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of VERMILLION, VERMILLION shall have such additional time for performance as may be reasonably necessary under the circumstances. VERMILLION is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in VERMILLION'S sole discretion for the installation and service of the equipment, and VERMILLION shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the equipment, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the equipment under the terms of this agreement.

**9. TESTING / REPAIR SERVICE:** Subscriber agrees to test and inspect the equipment and to advise VERMILLION of any defect, error or omission in the equipment. Inspections, if contracted for, test equipment operation at time of inspection only. Inspection does not include repair service. The parties agree that the equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the equipment and to notify VERMILLION if any equipment is in need of repair. VERMILLION shall not be required to service the equipment unless it has received notice from Subscriber, and upon such notice, VERMILLION shall, during the warranty period or if service has been contracted under paragraph 2b of this agreement, service the equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m.

**10. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by VERMILLION.

**11. SUBSCRIBER RESPONSIBLE FOR FALSE ALARMS / PERMIT FEES / NON-SOLICITATION:** Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse VERMILLION for any fines relating to permits or false alarms. VERMILLION shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of fire response by the fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should VERMILLION be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay VERMILLION for such service or material. Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity any employee of VERMILLION assigned by VERMILLION to perform any service for or on behalf of Subscriber for a period of two years after VERMILLION has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, VERMILLION shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with VERMILLION, times twelve, together with VERMILLION'S counsel and expert witness fees.

**12. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to and shall indemnify and hold harmless VERMILLION, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees and losses asserted against and alleged to be caused by VERMILLION'S performance, negligent performance, or failure to perform any obligation. Parties agree that there are no third party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against VERMILLION or VERMILLION'S subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of VERMILLION. VERMILLION shall have the right to assign this agreement and shall be relieved of any obligations created herein upon such assignment.

**13. EXCULPATORY CLAUSE:** VERMILLION and Subscriber agree that VERMILLION is not an insurer and no insurance coverage is offered herein. The fire equipment and VERMILLION'S services are designed to reduce certain risks of loss, though VERMILLION does not guarantee that no loss will occur. VERMILLION is not assuming liability, and, therefore, shall not be liable to Subscriber for any loss, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of fire, equipment failure, smoke, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by VERMILLION'S negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber releases VERMILLION from any claims for contribution, indemnity or subrogation.

**14. INSURANCE:** The Subscriber shall maintain a policy of public liability, property damage, fire insurance under which VERMILLION and the Subscriber are named as insured. VERMILLION shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. Subscriber shall obtain insurance to cover any loss the fire alarm services are intended to detect to one hundred percent of the insurable value, and Subscriber and all those claiming rights under Subscriber waive all rights against VERMILLION and its subcontractors for loss or damages caused by perils intended to be detected by the fire alarm services or covered by insurance to be obtained by Subscriber, except such rights as they may have to the proceeds of insurance.

**15. LIMITATION OF LIABILITY:** Subscriber agrees that should there arise any liability on the part of VERMILLION as a result of VERMILLION'S negligent performance to any degree or negligent failure to perform any of VERMILLION'S obligations pursuant to this agreement or any other legal duty, equipment failure, or strict products liability, that VERMILLION'S liability shall be limited to the sum of \$250.00 or 5% of the sales price or 6 times the aggregate of monthly payments for services being provided at time of loss, whichever is greater. If Subscriber wishes to increase VERMILLION'S amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with VERMILLION'S increased liability. This shall not be construed as insurance coverage.

**16. VERMILLION'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that VERMILLION is authorized and permitted to subcontract any services to be provided by VERMILLION to third parties who may be independent of VERMILLION, with written approval by the Subscriber, and that VERMILLION shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties and that Subscriber appoints VERMILLION to act as Subscriber's agent with respect to such third parties, except that VERMILLION shall not obligate Subscriber to make any payments to such third parties. VERMILLION shall be permitted to assign this agreement and upon such assignment shall have no further obligation hereunder. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to VERMILLION'S disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and communication centers of VERMILLION.

**17. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS:** Subscriber shall notify VERMILLION in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber is responsible for removal of such conditions. In the event VERMILLION discovers the presence of suspected asbestos or other hazardous material VERMILLION shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and If the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate VERMILLION for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If VERMILLION, in its sole discretion, determines that continuing the work poses a risk to VERMILLION or its employees or agents, VERMILLION may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate VERMILLION for all services rendered and material provided to date of termination. VERMILLION shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall VERMILLION be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

**18. FULL AGREEMENT / SEVERABILITY / CONFLICTING DOCUMENTS:** This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except VERMILLION'S requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this agreement and waives any claims in connection with same. To the extent this agreement is inconsistent with any other document, agreement, purchase order or understanding between the parties, the terms of this agreement shall govern. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

Schedule of Monitoring and Hardware Costs

SBVPA	Upfront Takeover Cost
O'Brien Recreation Center	\$ 21,747.00
Byer's Maintenance	\$ 614.00
Byer's Office	\$ 1,933.00
Charles Black Rec. Center	\$ 2,014.00
City Cemetery	\$ 516.00
Forester Garage	\$ 639.00
Greenhouse	\$ 639.00
Kennedy Water Park	\$ -
Leeper Park	\$ 869.00
Maintenance Office	\$ 7,400.00
Martin Luther King	\$ 2,351.00
Pinhook Community Center	\$ 2,291.00
Potawatami Pool	\$ 708.00
Rum Village	\$ 5,379.00
Howard Park	\$ 2,218.00
Historic Howard Park Lodge	\$ 682.00
Totals	\$ 50,000.00

Fire Monitoring	Alarm Monitoring
\$ 63.00	\$ 52.00
\$ -	\$ 52.00
\$ -	\$ 52.00
\$ 63.00	\$ 52.00
\$ 60.00	\$ -
\$ -	\$ 52.00
\$ -	\$ 52.00
\$ -	\$ -
\$ -	\$ 52.00
\$ 63.00	\$ 52.00
\$ 63.00	\$ 52.00
\$ -	\$ 52.00
\$ -	\$ 52.00
\$ 63.00	\$ 52.00
\$ 63.00	\$ 52.00
\$ -	\$ 52.00
\$ 438.00	\$ 728.00

Yearly Monitoring Total
\$ 13,992.00



# VERMILLION SYSTEMS, INC.

SECURITY SOLUTIONS

603 Roosevelt Road • Walkerton, IN 46574 • Phone: 574-586-9341 • Fax: 574-586-9345  
info@vermillion-systems.com • http://www.vermillion-systems.com

**Quotation** # 030520-4R4

Date: 11/2/2020

**CUSTOMER: City of South Bend Venues Parks and Arts**  
**Brian Garner**  
**219 South St. Louis Blvd.**  
**South Bend, IN 46617**

Phone: 574-344-3724  
Fax:  
Email: bgarner@southbendin.gov

Ship To:  
Belleville Park  
1300 South Mayflower Road  
South Bend, IN 46616

### Job Description

Byer's Maintenance - Alarm Takeover

Qty	Item	Description
1	Alarm	Honeywell Vista 20P Control Panel, VISTA20P
1	Alarm	Honeywell Alpha Keypad with Built-In Reader,6160-PX
1	Alarm	Honeywell Cellular Communicator, LTE-XA
	DISCOUNT	Courtesy Discount
4	Install	Installation Labor including Cabling, Mounting and Configuration of Devices, and Customer Training
		SUBTOTAL
	NOTE36	Monitoring to be billed quarterly, term of agreement is 36 months from date of activation
	COMDANTC	\$52 Monthly - Commercial Alarm Monitoring Services including daily test timer w/ AlarmNet Cellular Communicator with Total Connect basic interactive services
		Sales Tax

Prices guaranteed for 30 days.  
We look forward to working with you!

**Total**

\$614.00



# VERMILLION SYSTEMS, INC.

SECURITY SOLUTIONS

603 Roosevelt Road • Walkerton, IN 46574 • Phone: 574-586-9341 • Fax: 574-586-9345  
info@vermillion-systems.com • http://www.vermillion-systems.com

**Quotation** # 030920-4R4

Date: 10/19/2020

CUSTOMER: **City of South Bend Venues Parks and Arts**  
**Brian Garner**  
**219 South St. Louis Blvd.**  
**South Bend, IN 46617**

Phone: 574-344-3724  
Fax:  
Email: bgarner@southbendin.gov

Ship To:  
Belleville Park  
1300 South Mayflower Road  
South Bend, IN 46616

### Job Description

Byer's Office - Alarm Takeover

Qty	Item	Description
1	Alarm	Honeywell Alarm Control Panel Kit V20
1	Alarm	Honeywell Cellular Communicator, LTE-XA
1	Alarm	Honeywell Alpha Keypad with Built-In Card Reader, 6160PX
1	HW-6160	Honeywell 6160 LCD Keypad, White
1	Alarm	Honeywell Zone Expander, 4219
4	HW-GB	Honeywell Flexguard Glassbreak Detector
2	MOT-PIR	Passive Infrared Motion Detector
7	DC-SFC	Surface Mount Door/Window Contact
1	Winland-TA40	Mechanical Fixed Temp Alert (TA-40)
1	2WTB	System Sensor 2WTB Smoke Detector with Thermal Detection
1	16VAC40	16VAC 40VA Power Supply
1	12VDC 4AH	12VDC 4Ah Battery
1	Hardware	Miscellaneous Cabling Hardware, Fasteners, and Supplies
	DISCOUNT	Courtesy Discount
18	Install	Installation Labor including Cabling, Mounting and Configuration of Devices, and Customer Training
		SUBTOTAL
	NOTE36	Monitoring to be billed quarterly, term of agreement is 36 months from date of activation
	COMDANTC	\$52 Monthly - Commercial Alarm Monitoring Services including daily test timer w/ AlarmNet Cellular Communicator with Total Connect basic interactive services
		**NOTES
		-VSI will move the smoke detector to the center hallway.
		Sales Tax

Prices guaranteed for 30 days.  
We look forward to working with you!

**Total** \$1,933.00



# VERMILLION SYSTEMS, INC.

SECURITY SOLUTIONS

603 Roosevelt Road • Walkerton, IN 46574 • Phone: 574-586-9341 • Fax: 574-586-9345  
info@vermillion-systems.com • http://www.vermillion-systems.com

**Quotation** # 030520-4R5

Date: 11/2/2020

**CUSTOMER: City of South Bend Venues Parks and Arts**  
**Brian Garner**  
**219 South St. Louis Blvd.**  
**South Bend, IN 46617**

Phone: 574-344-3724  
Fax:  
Email: bgarner@southbendin.gov

Ship To:  
Charles Black Recreation Center  
3419 West Washington Street  
South Bend, IN 46619

### Job Description

Charles Black Rec. - Alarm Takeover

Qty	Item	Description
1	Alarm	Honeywell Vista 128BPT
1	Alarm	Honeywell Cellular Communicator, LTE-XA
1	Alarm	Honeywell Alarm Communicator, LTE-CFV
1	Alarm	Honeywell Alpha Keypad with Built-In Card Reader, 6160PX
1	12VDC7AH	12VDC 7Ah Battery
1	Hardware	Miscellaneous Cabling Hardware, Fasteners, and Supplies
	DISCOUNT	Courtesy Discount
1	Install	Installation Labor including Cabling, Mounting and Configuration of Devices, and Customer Training
		SUBTOTAL
	NOTE36	Monitoring to be billed quarterly, term of agreement is 36 months from date of activation
	COMFIRE24H...	\$63 Monthly - Commercial Fire Monitoring Services including daily test timer w/ AlarmNet Internet & Cellular Radio w/ 6 hour supervision
	COMDANTC	\$52 Monthly - Commercial Alarm Monitoring Services including daily test timer w/ AlarmNet Cellular Communicator with Total Connect basic interactive services
		<b>**NOTES</b>
		-Vermillion Systems will remove alarm devices from the Vista 128FBP and move them over to the Vista 128BPT. This will allow the client to access the alarm portion of the system with remote interactive services.
		-Vermillion Systems will install a new UL listed cellular communicator on the existing Vista 128FBP for UL listed communication.
		Sales Tax

Prices guaranteed for 30 days.  
We look forward to working with you!

**Total** \$2,014.00



# VERMILLION SYSTEMS, INC.

SECURITY SOLUTIONS

603 Roosevelt Road • Walkerton, IN 46574 • Phone: 574-586-9341 • Fax: 574-586-9345  
info@vermillion-systems.com • http://www.vermillion-systems.com

**Quotation** # 030520-18R4

Date: 11/2/2020

**CUSTOMER:** City of South Bend Venues Parks  
and Arts  
Brian Garner  
219 South St. Louis Blvd.  
South Bend, IN 46617

Phone: 574-344-3724  
Fax:  
Email: bgarner@southbendin.gov

Ship To:  
City Cemetery  
200 Elm Street  
South Bend, IN 46616

### Job Description

City Cemetery - Alarm Takeover

Qty	Item	Description
1	Fire DISCOUNT	Honeywell Fire Rated Commercial Cellular Communicator, LTE-CFV Courtesy Discount
1	Install	Installation Labor including Cabling, Mounting and Configuration of Devices, and Customer Training
		SUBTOTAL
	NOTE36	Monitoring to be billed quarterly, term of agreement is 36 months from date of activation
	COMFIRE24H...	\$60 Monthly - Commercial Fire Monitoring Services including daily test timer w/ AlarmNet Internet & Cellular Radio w/ 6 hour supervision

Prices guaranteed for 30 days.  
We look forward to working with you!

**Total**

\$517.00



# VERMILLION SYSTEMS, INC.

SECURITY SOLUTIONS

603 Roosevelt Road • Walkerton, IN 46574 • Phone: 574-586-9341 • Fax: 574-586-9345  
info@vermillion-systems.com • http://www.vermillion-systems.com

**Quotation** # 030520-4R6

Date: 11/2/2020

**CUSTOMER: City of South Bend Venues Parks and Arts**  
**Brian Garner**  
**219 South St. Louis Blvd.**  
**South Bend, IN 46617**

Phone: 574-344-3724  
Fax:  
Email: bgarner@southbendin.gov

Ship To:  
Forester Garage  
321 East Walter Street  
South Bend, IN 46614

### Job Description

Forester Garage - Alarm Takeover

Qty	Item	Description
1	Alarm	Honeywell Vista 20P Control Panel, VISTA20P
1	Alarm	Honeywell Alpha Keypad with Built-In Card Reader, 6160PX
1	Alarm	Honeywell Cellular Communicator, LTE-XA
1	Hardware	Miscellaneous Cabling Hardware, Fasteners, and Supplies
	DISCOUNT	Courtesy Discount
1	Install	Installation Labor including Cabling, Mounting and Configuration of Devices, and Customer Training
		SUBTOTAL
	NOTE36 COMDANTC	Monitoring to be billed quarterly, term of agreement is 36 months from date of activation \$52 Monthly - Commercial Alarm Monitoring Services including daily test timer w/ AlarmNet Cellular Communicator with Total Connect basic interactive services
		**NOTES -Vermillion Systems will replace the existing alarm control panel and put in a new Vista 20P with cellular backup.
		Sales Tax

Prices guaranteed for 30 days.  
We look forward to working with you!

**Total**

\$639.00





# VERMILLION SYSTEMS, INC.

SECURITY SOLUTIONS

603 Roosevelt Road • Walkerton, IN 46574 • Phone: 574-586-9341 • Fax: 574-586-9345  
info@vermillion-systems.com • http://www.vermillion-systems.com

**Quotation** # 030520-R4

Date: 11/9/2020

**CUSTOMER: City of South Bend Venues Parks and Arts**  
**Brian Garner**  
**219 South St. Louis Blvd.**  
**South Bend, IN 46617**

Phone: 574-344-3724  
Fax:  
Email: bgarner@southbendin.gov

Ship To:  
Greenhouse  
2105 East Mishawaka Ave  
Mishawaka, IN 46615

### Job Description

Greenhouse Alarm Takeover

Qty	Item	Description
1	Alarm	Honeywell Vista 20P Control Panel, VISTA20P
1	Alarm	Honeywell Cellular Communicator, LTE-XA
1	Alarm	Honeywell Alpha Keypad with Built-In Card Reader, 6160PX
1	Hardware	Miscellaneous Cabling Hardware, Fasteners, and Supplies
	DISCOUNT	Courtesy Discount
4	Install	Installation Labor including Cabling, Mounting and Configuration of Devices, and Customer Training
		SUBTOTAL
	NOTE36	Monitoring to be billed quarterly, term of agreement is 36 months from date of activation
	COMDANTC	\$52 Monthly - Commercial Alarm Monitoring Services including daily test timer w/ AlarmNet Cellular Communicator with Total Connect basic interactive services
		Sales Tax

Prices guaranteed for 30 days.  
We look forward to working with you!

**Total**

\$639.00



# VERMILLION SYSTEMS, INC.

SECURITY SOLUTIONS

603 Roosevelt Road • Walkerton, IN 46574 • Phone: 574-586-9341 • Fax: 574-586-9345  
info@vermillion-systems.com • http://www.vermillion-systems.com

**Quotation** # 031020-12R3

Date: 6/9/2020

CUSTOMER: **City of South Bend Venues Parks and Arts**  
**Brian Garner**  
**219 South St. Louis Blvd.**  
**South Bend, IN 46617**

Phone: 574-344-3724  
Fax:  
Email: bgarner@southbendin.gov

Ship To:  
X-Lodge  
219 S St. Louis Blvd  
South Bend, IN 46617

### Job Description

Historic Howard Park Lodge Alarm Takeover

Qty	Item	Description
1	Alarm	Honeywell Lyric Alarm Control Panel with Built-In Cellular Communicator, LCP500LA-BN2
1	Hardware	Miscellaneous Cabling Hardware, Fasteners, and Supplies
	DISCOUNT	Courtesy Discount
1	Install	Installation Labor including Cabling, Mounting and Configuration of Devices, and Customer Training
		SUBTOTAL
	NOTE36	Monitoring to be billed quarterly, term of agreement is 36 months from date of activation
	COMDANTC	\$52 Monthly - Commercial Alarm Monitoring Services including daily test timer w/ AlarmNet Cellular Communicator with Total Connect basic interactive services
	SMA36	3 Year Service Agreement - \$24 Monthly, billed quarterly for 36-month term. See provided Service Agreement Benefits document and sales agreement for program details.
		<b>**NOTES</b> -Vermillion Systems will takeover the existing Honeywell Lyric panel. An existing phone line will be used to monitor the system. -This system shows there to be (12) temperature sensors on the panel. The X-Lodge staff was asked about these sensors and no one knew about temperature sensors that would be present. As such, temp. sensors are not included on this proposal. If they are needed they will need to be quoted out separate.
		Sales Tax

Prices guaranteed for 30 days.  
We look forward to working with you!

**Total**

\$682.00



# VERMILLION SYSTEMS, INC.

SECURITY SOLUTIONS

603 Roosevelt Road • Walkerton, IN 46574 • Phone: 574-586-9341 • Fax: 574-586-9345  
info@vermillion-systems.com • http://www.vermillion-systems.com

**Quotation** # 102120-8R2

Date: 11/9/2020

**CUSTOMER: City of South Bend Venues Parks and Arts**  
**Brian Garner**  
**219 South St. Louis Blvd.**  
**South Bend, IN 46617**

Phone: 574-344-3724  
Fax:  
Email: bgarner@southbendin.gov

Ship To:  
Howard Park  
219 S. St. Louis Blvd  
South Bend, IN 46617

### Job Description

Howard Park

Qty	Item	Description
1	Alarm	Honeywell Vista Alarm Control Panel
1	Alarm	Honeywell Alpha Keypad with Built-In Card Reader, 6160PX
1	Alarm	Honeywell Cellular Communicator, LTE-XA
2	Alarm	Honeywell Zone Expander, 4219
1	Fire	Napco Fire Rated Cellular Communicator
2	12VDC 4AH	12VDC 4Ah Battery
1	16VAC40	16VAC 40VA Power Supply
1	Hardware	Miscellaneous Cabling Hardware, Fasteners, and Supplies
	DISCOUNT	Courtesy Discount
1	Install	Installation Labor including Cabling, Mounting and Configuration of Devices, and Customer Training -labor is an estimate only, incremental hours will be billed at \$80 per hour
		SUBTOTAL
		**NOTES
		-Client to have Communication Company work with Vermillion Systems to reprogram the existing fire alarm system to be monitored through VSI.
	NOTE36	Monitoring to be billed quarterly, term of agreement is 36 months from date of activation
	COMFIRE24H...	\$63 Monthly - Commercial Fire Monitoring Services including daily test timer w/ AlarmNet Internet & Cellular Radio w/ 6 hour supervision
	COMDANTC	\$52 Monthly - Commercial Alarm Monitoring Services including daily test timer w/ AlarmNet Cellular Communicator with Total Connect basic interactive services

Prices guaranteed for 30 days.  
We look forward to working with you!

**Total**

\$2,218.00



# VERMILLION SYSTEMS, INC.

SECURITY SOLUTIONS

603 Roosevelt Road • Walkerton, IN 46574 • Phone: 574-586-9341 • Fax: 574-586-9345  
info@vermillion-systems.com • http://www.vermillion-systems.com

**Quotation** # 030220-21R4

Date: 11/9/2020

CUSTOMER: **City of South Bend Venues Parks and Arts**  
**Brian Garner**  
**219 South St. Louis Blvd.**  
**South Bend, IN 46617**

Phone: 574-344-3724  
Fax:  
Email: bgarner@southbendin.gov

Ship To:  
Leeper Park - Alarm Takeover  
907 Riverside Drive  
South Bend, IN 46616

### Job Description

Leeper Park - Alarm Takeover

Qty	Item	Description
1	Alarm	Honeywell Vista 20P Control Panel Kit, VISTA20P
1	Alarm	Honeywell Cellular Communicator, LTE-XA
1	Alarm	Honeywell Alpha Keypad with Built-In Card Reader, 6160PX
1	2WTB	System Sensor 2WTB Smoke Detector with Thermal Detection
1	Hardware	Miscellaneous Cabling Hardware, Fasteners, and Supplies
	DISCOUNT	Courtesy Discount
1	Install	Installation Labor including Cabling, Mounting and Configuration of Devices, and Customer Training
		SUBTOTAL
	NOTE36 COMDANTC	Monitoring to be billed quarterly, term of agreement is 36 months from date of activation \$52 Monthly - Commercial Alarm Monitoring Services including daily test timer w/ AlarmNet Cellular Communicator with Total Connect basic interactive services Sales Tax

Prices guaranteed for 30 days.  
We look forward to working with you!

**Total** \$869.00



# VERMILLION SYSTEMS, INC.

SECURITY SOLUTIONS

603 Roosevelt Road • Walkerton, IN 46574 • Phone: 574-586-9341 • Fax: 574-586-9345  
 info@vermillion-systems.com • http://www.vermillion-systems.com

**Quotation** # 031020-11R4

Date: 11/9/2020

**CUSTOMER: City of South Bend Venues Parks and Arts**  
**Brian Garner**  
**219 South St. Louis Blvd.**  
**South Bend, IN 46617**

Phone: 574-344-3724  
 Fax:  
 Email: bgarner@southbend.in.gov

Ship To:  
 City of South Bend Venues Parks and Arts  
 Brian Garner  
 219 South St. Louis Blvd.  
 South Bend, IN 46617

## Job Description

Maintenance Office - Alarm Takeover

Qty	Item	Description
1	Alarm	Honeywell Alarm Control Panel Kit, VISTA 128BPT
1	Alarm	Honeywell Vista 32 Fire Alarm Panel, V32FBPT-KT3
1	Alarm	Honeywell Cellular Communicator, LTE-XA
1	Fire	Honeywell Fire Alarm Communicator, LTE-CFV
1	Alarm	Honeywell Alpha Keypad with Built-In Card Reader, 6160PX
17	Alarm	Honeywell Addressable Door Contact, 4939SN-GY
3	Alarm	Honeywell Addressable Motion Detector, DT8050A-SN
15	Alarm	Honeywell Addressable Overhead Door Contact, 4959SN
4	Alarm	Honeywell Addressable Glassbreak Detector, CK-FG1625SN
1	HUB2SA	Momentary Alarm Hold-up Button
1	Hardware	Miscellaneous Cabling Hardware, Fasteners, and Supplies
	DISCOUNT	Courtesy Discount
1	Install	Installation Labor including Cabling, Mounting and Configuration of Devices, and Customer Training
		<b>SUBTOTAL</b>
	NOTE36	Monitoring to be billed quarterly, term of agreement is 36 months from date of activation
	COMDANTC	\$52 Monthly - Commercial Alarm Monitoring Services including daily test timer w/ AlarmNet Cellular Communicator with Total Connect basic interactive services
	COMFIRE24H...	\$63 Monthly - Commercial Fire Monitoring Services including daily test timer w/ AlarmNet Internet & Cellular Radio w/ 6 hour supervision
		Sales Tax

Prices guaranteed for 30 days.  
 We look forward to working with you!

**Total** \$7,400.00



# VERMILLION SYSTEMS, INC.

SECURITY SOLUTIONS

603 Roosevelt Road • Walkerton, IN 46574 • Phone: 574-586-9341 • Fax: 574-586-9345  
info@vermillion-systems.com • http://www.vermillion-systems.com

**Quotation** # 031020-11R5

Date: 11/9/2020

**CUSTOMER: City of South Bend Venues Parks and Arts**  
**Brian Garner**  
**219 South St. Louis Blvd.**  
**South Bend, IN 46617**

Phone: 574-344-3724  
Fax:  
Email: bgarner@southbendin.gov

Ship To:  
Martin Luther King  
1522 Linden Ave  
South Bend, IN 46628

### Job Description

Martin Luther King - Alarm Takeover

Qty	Item	Description
1	Alarm	Honeywell Vista 128BPT
1	Alarm	Honeywell 4G Communicator, LTE-XA
1	Fire	Fire Rated Commercial Cellular Communicator, LTE-CFV
1	Alarm	Honeywell Alpha Keypad with Built-In Card Reader, 6160PX
1	Hardware	Miscellaneous Cabling Hardware, Fasteners, and Supplies
1	Scissor Daily	Equipment Rental: Scissor Lift - Daily Rental with Pickup and Delivery
	DISCOUNT	Courtesy Discount
1	Install	Installation Labor including Cabling, Mounting and Configuration of Devices, and Customer Training
		SUBTOTAL
	NOTE36	Monitoring to be billed quarterly, term of agreement is 36 months from date of activation
	COMFIRE24H...	\$63 Monthly - Commercial Fire Monitoring Services including daily test timer w/ AlarmNet Internet & Cellular Radio w/ 6 hour supervision
	COMDANTC	\$52 Monthly - Commercial Alarm Monitoring Services including daily test timer w/ AlarmNet Cellular Communicator with Total Connect basic interactive services

Prices guaranteed for 30 days.  
We look forward to working with you!

**Total** \$2,351.00



# VERMILLION SYSTEMS, INC.

SECURITY SOLUTIONS

603 Roosevelt Road • Walkerton, IN 46574 • Phone: 574-586-9341 • Fax: 574-586-9345  
 info@vermillion-systems.com • http://www.vermillion-systems.com

**Quotation** # 031020-12R7

Date: 11/9/2020

**CUSTOMER: City of South Bend Venues Parks and Arts**  
**Brian Garner**  
**219 South St. Louis Blvd.**  
**South Bend, IN 46617**

Phone: 574-344-3724  
 Fax:  
 Email: bgarner@southbend.in.gov

Ship To:  
 Administration Office  
 321 East Walter Street  
 South Bend, IN 46614

## Job Description

O'Brien Recreation Center Alarm Takeover

Qty	Item	Description
1	Alarm	Honeywell Vista 128BPT
1	Fire	Firelite Addressable Fire Alarm Panel, ES200X
1	Firelite	Firelite Remote Annunciator, ANN80
1	Alarm	Honeywell Alpha Keypad with Built-In Card Reader, 6160PX
1	HW-6160	Honeywell 6160 LCD Keypad, White
5	Alarm	Honeywell Zone Expander, 4208U
1	Alarm	Honeywell 4G Communicator, LTE-XA
1	Fire	Fire Rated Commercial Cellular Communicator, HWF2A-COM
15	DC-SFC	Surface Mount Door/Window Contact
25	MOT-PIR	Passive Infrared Motion Detector
2	HUB2SA	Momentary Alarm Hold-up Button
54	Fire	Firelite Addressable Smoke Detector, SD365
1	Fire	Firelite Addressable Smoke/Heat Detector, SD365T
1	Power Supply/...	Fire Alarm NAC Power Supply, FCPS24FS8
500	22-2-PVC	22 Gauge-2 Conductor-Stranded Cable w/PVC Jacket
1	Hardware	Miscellaneous Cabling Hardware, Fasteners, and Supplies
	DISCOUNT	Courtesy Discount
1	Install	Installation Labor including Cabling, Mounting and Configuration of Devices, and Customer Training
		SUBTOTAL
	NOTE36	Monitoring to be billed quarterly, term of agreement is 36 months from date of activation
	COMFIRE24H...	\$63 Monthly - Commercial Fire Monitoring Services including daily test timer w/ AlarmNet Internet & Cellular Radio w/ 6 hour supervision
	COMDANTC	\$52 Monthly - Commercial Alarm Monitoring Services including daily test timer w/ AlarmNet Cellular Communicator with Total Connect basic interactive services
		Sales Tax

Prices guaranteed for 30 days.  
 We look forward to working with you!

**Total** \$21,747.50



# VERMILLION SYSTEMS, INC.

SECURITY SOLUTIONS

603 Roosevelt Road • Walkerton, IN 46574 • Phone: 574-586-9341 • Fax: 574-586-9345  
info@vermillion-systems.com • http://www.vermillion-systems.com

**Quotation** # 030220-20R5

Date: 11/9/2020

**CUSTOMER: City of South Bend Venues Parks and Arts**  
**Brian Garner**  
**219 South St. Louis Blvd.**  
**South Bend, IN 46617**

Phone: 574-344-3724  
Fax:  
Email: bgarner@southbendin.gov

Ship To:  
Pinhook Pavillion  
2801 Riverside Drive  
South Bend, IN 46616

### Job Description

Pinhook Community Center - Alarm Takeover

Qty	Item	Description
1	Alarm	Honeywell Vista 20P Control Panel Kit -(1) keypad for the downstairs
1	Alarm	Honeywell Zone Expander, 4219
1	Alarm	Honeywell Cellular Communicator, LTE-XA
1	Alarm	Honeywell Alpha Keypad with Built-In Card Reader, 6160PX
2	HW-6160	Honeywell 6160 LCD Keypad, White -(1) upstairs -(1) downstairs
4	2WTB	System Sensor 2WTB Smoke Detector with Thermal Detection
750	18-2-FIR-SLD	18 Gauge-2 Conductor-Solid w/Red Jacket (Firewire)
1	Hardware	Miscellaneous Cabling Hardware, Fasteners, and Supplies
	DISCOUNT	Courtesy Discount
1	Install	Installation Labor including Cabling, Mounting and Configuration of Devices, and Customer Training
		SUBTOTAL
	NOTE36	Monitoring to be billed quarterly, term of agreement is 36 months from date of activation
	COMDANTC	\$52 Monthly - Commercial Alarm Monitoring Services including daily test timer w/ AlarmNet Cellular Communicator with Total Connect basic interactive services
	SMA36	3 Year Service Agreement - \$37 Monthly, billed quarterly for 36-month term. See provided Service Agreement Benefits document and sales agreement for program details.
		**NOTES -Vermillion Systems will partition the basement separate from the 1st floor. -Vermillion Systems will disconnect the keypad on the care takers apartment side.
		Sales Tax

Prices guaranteed for 30 days.  
We look forward to working with you!

**Total**

\$2,291.00





# VERMILLION SYSTEMS, INC.

SECURITY SOLUTIONS

603 Roosevelt Road • Walkerton, IN 46574 • Phone: 574-586-9341 • Fax: 574-586-9345  
info@vermillion-systems.com • http://www.vermillion-systems.com

**Quotation** # 030220-19R4

Date: 11/9/2020

**CUSTOMER: City of South Bend Venues Parks and Arts**  
**Brian Garner**  
**219 South St. Louis Blvd.**  
**South Bend, IN 46617**

Phone: 574-344-3724  
Fax:  
Email: bgarner@southbendin.gov

Ship To:  
Potawatami Pool  
2000 Wall Street  
South Bend, IN 46615

### Job Description

Potawatami Pool - Alarm Takeover

Qty	Item	Description
1	Alarm	Honeywell Vista 20P Control Panel
1	Alarm	Honeywell Alpha Keypad with Built-In Card Reader, 6160PX
4	DC-SFC	Surface Mount Door/Window Contact
1	MOT-PIR	Passive Infrared Motion Detector
1	HW-GB	Honeywell Flexguard Glassbreak Detector
1	Hardware	Miscellaneous Cabling Hardware, Fasteners, and Supplies
	DISCOUNT	Courtesy Discount
1	Install	Installation Labor including Cabling, Mounting and Configuration of Devices, and Customer Training
		SUBTOTAL
	NOTE36 COMDANTC	Monitoring to be billed quarterly, term of agreement is 36 months from date of activation \$52 Monthly - Commercial Alarm Monitoring Services including daily test timer w/ AlarmNet Cellular Communicator with Total Connect basic interactive services
		**NOTES -VSI will install a new Honeywell Vista20p Alarm Control Panel.
		Sales Tax

Prices guaranteed for 30 days.  
We look forward to working with you!

**Total** \$708.00



# VERMILLION SYSTEMS, INC.

SECURITY SOLUTIONS

603 Roosevelt Road • Walkerton, IN 46574 • Phone: 574-586-9341 • Fax: 574-586-9345  
 info@vermillion-systems.com • http://www.vermillion-systems.com

**Quotation** # 030320-16R2

Date: 6/8/2020

**CUSTOMER: City of South Bend Venues Parks and Arts**  
**Brian Garner**  
**219 South St. Louis Blvd.**  
**South Bend, IN 46617**

Phone: 574-344-3724  
 Fax:  
 Email: bgarner@southbendin.gov

Ship To:  
 Rum Village  
 2626 South Gertrude Street  
 South Bend, IN 46614

## Job Description

Rum Village - Alarm Takeover

Qty	Item	Description
1	Alarm	Honeywell Vista 20P Control Panel Kit, VISTA20P
1	Alarm	Honeywell Vista 32FBT Fire Alarm Panel, 32FBPT-KT3
1	Alarm	Honeywell Alpha Keypad with Built-In Transceiver, 6160RF
1	Alarm	Honeywell Alpha Keypad with Built-In Card Reader, 6160PX
1	Alarm	Honeywell Fire Alarm Communicator, LTE-CFV
1	Alarm	Honeywell 4G Communicator, LTE-XA
2	Alarm	Fire Alarm Horn Strobe, P2RL
2	Alarm	Honeywell Wireless Glassbreak Detectors, 5853
		-(2) office
3	2WTB	System Sensor 2WTB Smoke Detector with Thermal Detection
1	MOT-PIR	Passive Infrared Motion Detector
2	Alarm	Honeywell Fire Alarm Pull Station, 5140MPS-1
2	Fire	Honeywell Addressable Module, 4193SN
1	Fire	Honeywell System Sync Sensor, bk-mdl3r
1	Hardware	Miscellaneous Cabling Hardware, Fasteners, and Supplies
	DISCOUNT	Courtesy Discount
1	Install	Installation Labor including Cabling, Mounting and Configuration of Devices, and Customer Training
		SUBTOTAL
	NOTE36	Monitoring to be billed quarterly, term of agreement is 36 months from date of activation
	COMDANTC	\$52 Monthly - Commercial Alarm Monitoring Services including daily test timer w/ AlarmNet Cellular Communicator with Total Connect basic interactive services
	COMFIRE24H...	\$63 Monthly - Commercial Fire Monitoring Services including daily test timer w/ AlarmNet Internet & Cellular Radio w/ 6 hour supervision
		<b>**NOTES</b>
		-VSI will replace the existing Radionics panel with a new Honeywell Vista panel.
		-Phone line communication to be provided.
		-VSI recommends cellular backup as the fire alarm system will be tied into this alarm system. Cellular backup would need to be quoted separately if desired.
		Sales Tax

Prices guaranteed for 30 days.  
 We look forward to working with you!

**Total**

\$5,379.00

**EXHIBIT B**

**Request for Proposal Documents**

[See attached]

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***Request for Proposal***

***VPA Security System Upgrades***

***Project #1210-2020***

***Dept. of Venues Parks & Arts***

***City of South Bend, Indiana***

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**CITY OF SOUTH BEND, INDIANA  
BOARD OF PARK COMMISSIONERS  
REQUEST FOR PROPOSALS**

Notice is hereby given that the City of South Bend, Indiana, Board of Park Commissioners will receive sealed bids at the Office of the Clerk of Board of Park Commissioners, Historic Howard Park Lodge, 301 S. St. Louis, South Bend, Indiana, by 9:30 AM ET on August 17th, 2020 for the following:

**VPA SECURITY SYSTEM UPGRADES**  
**PROJECT #1210-2020**

**SUMMARY:**

The Board of Park Commissioners of the City of South Bend (“City”), is soliciting proposals from qualified vendors for the following:

**Project description:**

The City is seeking qualified contractors interested in updating the security system infrastructure with City properties, primarily the systems under the management of Venues Parks & Arts.

**Proposals must meet the minimum expectations as provided in the City’s Request for Proposals in order to be considered.**

**How the Proposals will be evaluated and scored for selection.**

The person/firm making a proposal shall submit an explanation of how they comply with the requirements of this RFP. Exceptions to any requirements mentioned in this RFP must be clearly noted. Information submitted will be scored on a 100-point matrix system as follows and will be graded by a review team made up of city staff.

<b>Qualifications and experience of company</b>	<b>10 Points</b>
<b>Demonstrated ability to meet security needs</b>	<b>35 Points</b>
<b>Cost of system</b>	<b>15 Points</b>
<b>Cost of monthly monitoring</b>	<b>15 Points</b>
<b>Ability to support and maintain system</b>	<b>15 Points</b>
<b>Quality and completeness of the proposal</b>	<b>10 Points</b>

Upon selection, the City will then negotiate the terms of a final agreement. Following negotiations, the City’s Board of Park Commissioners will be asked to review and approve the proposed written agreement and if approved, the agreement will be executed.

The successful proposal respondent(s) shall comply with the City’s ordinance and all other federal, state and local laws and regulations governing nondiscrimination in employment.

The City reserves the right to accept, negotiate scope or reject any or all proposals.

**Complete Proposal Request packages and instructions are available for download by visiting the City of South Bend's VPA web page at [www.sbvpa.org/securityupgrades](http://www.sbvpa.org/securityupgrades)**

Interested respondents MUST send your firm's contact information to the Clerk of the Board of Park Commissioners at [evaennis@southbendin.gov](mailto:evaennis@southbendin.gov) to register to receive updates or addenda.

The City reserves the right to review and audit all documents related to this proposal and to request additional information as deemed necessary. Failure to comply with the City's request may be deemed grounds for dismissing the proposal.

Any questions about response conditions must be addressed to the Owner via email no later than 5 p.m. on August 10<sup>th</sup>, 2020 to the project manager, Patrick Sherman, at [psherman@southbendin.gov](mailto:psherman@southbendin.gov).

**Proposals must include the Non-Collusion Affidavit, Non-Debarment Affidavit, Employment Eligibility Verification, and Non-Discrimination Commitment Form.**

BOARD OF PARK COMMISSIONERS  
Eva Ennis, Clerk

Publish two (2) times:

July 24<sup>th</sup>, 2020

July 31<sup>st</sup>, 2020

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## A. Instructions to Respondents

- “Owner”, in this document, will refer to the City of South Bend.
- Interested respondents MUST send your firm’s contact information to the Clerk of the Board of Park Commissioners at [evaennis@southbendin.gov](mailto:evaennis@southbendin.gov) to register to receive updates or addenda.
- Respondents must review the required Non-collusion form attached to this document. Do not submit qualifications if these terms are not acceptable.
- Questions are welcome and appreciated. Questions should be asked by email to [psherman@southbendin.gov](mailto:psherman@southbendin.gov). Questions are due by 5 PM on August 10<sup>th</sup>, 2020
- Answers to all questions will be provided in writing through email to all **registered** respondents.
- If the City determines any new information, question, or concern alters the RFP, an addendum will be issued to revise the RFP.
- Sealed responses must be submitted to the Office of the Clerk of Board of Park Commissioners, Historic Howard Park Lodge, 301 S. St. Louis, South Bend, Indiana, by 9:30 AM ET on August 17<sup>th</sup>, 2020. Response package should be labeled “VPA Security System Upgrades”.
- Respondents must provide five (5) hard copies of response and one digital copy on CD or thumb drive. Thumb drives submitted will not be returned.
- Late responses will not be accepted and will be returned to the submitting company unopened.
- Owner is not liable for any cost incurred by any person or firm responding to this RFP.
- Respondents may schedule site visits of specified City properties by contacting Brian Garner @ [bgarner@southbendin.gov](mailto:bgarner@southbendin.gov).



## B. Selection Process

### 1. Request for Proposal Issued by Owner

- The Request for Proposals (RFP) is the first step in a process to identify one or more qualified and satisfactory proposals. This RFP details the requirement for proposals, deadlines, and directions for submittal. The Owner will not reimburse any respondent for costs incurred in developing a proposal for this RFP.
- The evaluation committee reserves the right to conduct discussions, if later determined to be necessary, with winning scorers to negotiate final pricing. The Owner anticipates awarding a contract to the Proposer whose quote is the "best value" with price and other factors considered. The City may consider award to other than the lowest priced Proposer when in the best interest of the City. The Owner reserves the right to make no award pursuant to this solicitation.
- The City reserves the right to reject any proposal that is incomplete, late, or improperly formatted. The City may also reject any proposal if the Proposer fails to respond to a request for clarification by the City. The City reserves the right to waive minor informalities or irregularities, or significant mistakes that can be waived or corrected without prejudice to other Proposers, which are evident after examining the proposal, are considered matters of form rather than substance; that is, the effect on price, quantity, quality, or terms and conditions is negligible. The City may waive such informalities or irregularities or allow the Proposer to correct such mistakes, depending on which is in the best interest of the City. Further, the City reserves the right to negotiate final equipment, work and pricing with the successful Proposer. If negotiations are not successful, the City reserves the right to negotiate with the next most successful Proposer or to rebid.
- The Proposer shall include all (if any) assumptions, conditions, and/or exceptions upon which the contractual and cost/price terms and conditions of the Proposer's quotations based. If not included, it will be assumed that none exists and that the Proposer agrees to comply with all the terms and conditions set forth herein this solicitation document, including all requirements, specifications, and provisions. It is not the responsibility of the evaluation committee to seek out and identify assumptions, conditions, and/or exceptions buried within the Proposer's response.
- The City reserves the right to subtract or add any City properties to the scope of this RFP and the resulting contract(s) at its discretion.

## 2. Selection Criteria

- The following matrix details what criteria will be considered in making a decision. The selection committee will be a cross-functional team composed of City of South Bend staff chosen for their expertise and/or involvement in the project. Proposers may not knowingly contact members of the selection committee.
- Scoring Matrix with example criteria detail

<b>Qualifications and experience of company:</b> <ul style="list-style-type: none"> <li>• Checks on references provided</li> <li>• Quality of team detailed in proposal</li> <li>• Demonstrated company experience</li> <li>• Demonstrated knowledge of building codes</li> <li>• Demonstrated knowledge of security system infrastructure</li> </ul>	<b>10 Points</b>
<b>Demonstrated ability to meet security needs:</b> <ul style="list-style-type: none"> <li>• Approach to project management</li> <li>• Ability to satisfy requirements listed in this RFP</li> <li>• Additional options and capabilities</li> <li>• Any deviations from the desired specifications</li> </ul>	<b>35 Points</b>
<b>Cost of system:</b> <ul style="list-style-type: none"> <li>• Costs listed in appendix B</li> <li>• Simple and easy to understand pricing model</li> <li>• Costs are all inclusive of furnishing and installation</li> </ul>	<b>15 Points</b>
<b>Cost of monthly monitoring:</b> <ul style="list-style-type: none"> <li>• Costs listed in appendix C</li> <li>• Simple and easy to understand pricing</li> <li>• Services included with monthly monitoring</li> </ul>	<b>15 Points</b>
<b>Ability to support and maintain system:</b> <ul style="list-style-type: none"> <li>• Training plan for new system</li> <li>• Ongoing training available</li> <li>• Availability for routine and emergency service</li> <li>• Quality and length of warranty</li> </ul>	<b>15 Points</b>
<b>Quality and completeness of the proposal:</b> <ul style="list-style-type: none"> <li>• Ensuring proposal is in format requested</li> <li>• Ensuring proposal includes all requested documentation, including</li> </ul>	<b>10 Points</b>

- Following the selection process, the selection committee will determine one or more winning firms. The selection committee reserves the right to conduct interviews with firms following the initial scoring if more information is needed to come to a final conclusion.

### 3. Final Approval

- After one or more firms are selected, the City will negotiate final contracts which will then be submitted to the Board of Park Commissioners for approval. If the City and the winning firm cannot reach mutually acceptable terms, the City reserves the right to reselect another winning firm for that portion or engage the next highest scoring firm.

### 4. Anticipated Selection Timeframe

1 <sup>st</sup> Public Advertisement	July 24 <sup>th</sup> , 2020
2 <sup>nd</sup> Public Advertisement	July 31 <sup>st</sup> , 2020
Opening of Proposals by Board of Park Commissioners	August 17 <sup>th</sup> , 2020
Proposals reviewed and scored	August 17 <sup>th</sup> – August 24 <sup>th</sup> , 2020
Scoring committee decides winning proposal(s)	August 24 <sup>th</sup> , 2020
Audits and contract negotiation with winning firm(s)	August 25 <sup>th</sup> – Sept. 14 <sup>th</sup> , 2020
Final contract approval by the Board of Park Commissioners	Sept. 21 <sup>st</sup> , 2020

## C. Proposal Format for Submittal

### 1. Cover Page

- Include name of company, address, and primary and secondary contact person, including name, email, and phone number.

### 2. Table of Contents

### 3. Company Background

- Briefly summarize your firm's mission, core lines of business, history, and structure.
- Describe your firm's number of employees and annual volume of projects
- Provide your certificate of liability insurance.

#### 4. Company Experience

- Provide a list of all company employees who would perform the services outlined in this RFP, their role in the contract, their professional certifications, licensing, and a description of their relevant industry experience. All work shall be performed by technicians thoroughly trained in the installation and service of the systems described in the RFP.
- The vendor shall include a history of the firm, including number of customers in business and size of the firm. The vendor shall include a list of fleet, trucks and infrastructure. This also includes the location of the head office and any branch offices. The firm shall have a minimum of three (3) years' experience in providing the requested products or services.

#### 5. References

- Provide three references for similar service agreements.

#### 6. Ability to Meet Security Needs

- Describe your approach to managing the upgrade projects to include the general specifications described below in D-3 to include:
  - Auditing of current facilities to evaluate existing security infrastructure.
  - Evaluating needs of the space.
  - Furnish and install of new equipment.
  - Testing of system and training owner for use.
  - Transition to active monitoring.
- Provide a sample schedule of the auditing of a property and subsequent installation.
- Provide explanation for any specification or VPA goal you are unable to meet.
- Provide details about additional services that your firm can supply that is over and above the standard specifications that sets your firm apart.

#### 7. Costs

Please use the attached appendices to list costs instead of your firm's standard documentation.

- Monitoring costs
  - (1) Please fill out table in Appendix B
  - (2) The costs should be based on a (3) year contract with the option to renew for an additional (3) years after mutually agreement between the parties.

- General Equipment costs:
  - (1) Please fill out schedule of values table in Appendix C
  - (2) Pricing shall include all costs for the furnishing and basic installation of the items.
  - (3) For basis of cost, use what your firm would recommend for the best solution for VPAs security needs based on solving the goals specified.

## 8. Non-Collusion Non-Debarment Affidavit Non-Iran Form

- Ensure proposal includes signed Non-Collusion Non-Debarment Affidavit Non-Iran Form which is included within this packet.

## D. Project Details

### 1. Owner Background

The **City of South Bend**'s mission is to deliver services that empower everyone to thrive. This delivery is in line with the City's values of excellence, accountability, innovation, inclusion, and empowerment. The City has over 1,100 employees and an annual budget of over \$350 million. The City maintains a high credit rating of "AA."

The **Department of Venues, Parks, & Arts** (VPA) manages public spaces and natural areas and provides a diversity of activities and programs. VPA handles city beautification, the East Race Waterway, parkland and natural area maintenance, park and tree lawn trees, golf courses, recreation centers, youth and senior programming, youth sports, arts and culture programming, and community-building. VPA has a vital role in special events that occur throughout the year in South Bend.

### 2. Purpose of Request for Proposals

The **Department of Venues Parks & Arts** (VPA) is seeking a qualified security integrator for the furnishing, installation, integration, and monitoring of alarm monitoring systems to replace aging security infrastructure currently in place. VPA has a number of goals in selecting the right security partner as part of this RFP. These goals should guide the response from firms submitting proposals. The goals include but are not limited to the following:

- Eliminate unnecessary false alarms.
- Decrease amount of labor used in checking and maintaining security systems.
- Audit existing systems and replace parts that are not functioning properly.
- Ensure safety and protection of City assets, employees and guests.
- Enable remote access to security systems by City personnel.
- Enable reporting of system activities.
- Enable remote viewing of locations with IP camera(s)
- Upgrade outdated systems to modern equipment.
- Decrease system monitoring costs.
- Decrease response times to security events.
- Ensure communication of security events to proper employees.
- Ensure entire VPA portfolio of properties utilizes an enterprise solution for common equipment and security monitoring under a single contract.
- Ensure training of proper stakeholders in effective use of the security solution.
- Simplify arming and disarming systems with a large employee base using the City's existing control systems.
- Ability to determine and edit and assign codes for employee access

### 3. General Specifications:

#### 1. Initial equipment Audit

- The winning firm will provide an audit of each location listed on the property list to work with assigned City employees to evaluate the current security picture and determine replacement of existing equipment and/or addition of new equipment as needed.

#### 2. Hardware/System Needs

- Generally describe the hardware that would be used and its capabilities.
- Hardware must not be proprietary only accessible by the vendor. Equipment must be a system that can be serviced by other vendors.
- System must be able to be armed and disarmed using the City's access control cards/fobs.
- The City will not lease equipment and will own all equipment furnished and installed.

#### 3. Software

- Generally describe the software that would be used and its capabilities.
- System must allow for remote monitoring and control via web and phone-based software.
- Phone-based software must be available on Android and Apple operating systems.
- Software must be able to create activity report of location arming and disarming by date/time/user.
- Software must be able to access and control multiple locations.
- Software must be able to send instant alerts via text and email to specified users.

#### 4. Monitoring

- Firm must be able to provide 24/7 monitoring for security and fire systems.
- Monitoring must be able to assign contact order based on location.

#### 5. Training/Support

- What level of training will be provided and what will it involve?
- What continuing resources will be available?

#### 6. Warranty

- Describe the standard warranties provided with installed products.
- All Parts shall include the following:
  - (1) Performance specifications
  - (2) Bill of Materials
  - (3) Warranties on all parts
  - (4) Installation and safety requirements

#### 7. Installation

- The Contractor shall provide all the necessary, qualified personnel, equipment and supplies to perform all work required under this RFP.
- The contractor is responsible to maintain the installation sites which includes but is not limited to; dust control, site security, erosion control, and protecting adjacent properties. The contractor will also leave all areas clean.

- Work hours for the Project shall be from 7:00 a.m. through 6:00 p.m., Monday through Friday. No work shall be permitted on weekends, Holidays, or after hours unless approved by the City of South Bend Department of Public Works.

#### 4. Legal Relations

##### 1. Insurance

- All Contractors and subcontractors doing business with the City of South Bend shall present a Certificate of Insurance showing coverage in the following minimum amount:
  - (1) General Liability: Premises-Completed Operations or Products, Bodily Injury and Property Damage Combined Single Limit - \$2,000,000.
  - (2) There shall be no exclusion for explosion, collapse or underground hazard.
  - (3) Workmen's Compensation: Statutory State of Indiana Employer's Liability - \$100,000.
  - (4) Auto Liability: Bodily Injury and Property Damage Combined Single limit - \$1,000,000.
  - (5) The City of South Bend shall be named as additional insured on the Certificate of Insurance.

##### 2. Indemnification

- Contractor agrees to indemnify, defend and hold harmless the City of South Bend, its agents, officers and employees, from all costs, losses, claims and suits, including court costs, attorney fees, and other expenses, arising from or out of the negligent performance of this Contract by Contractor, or because of arising out of any defect in the goods, materials or equipment supplied by the Quote provider.

##### 3. Legal Relations

- The Contractor shall apply for and obtain any and all required permits for the work from local, state, and federal agencies and shall comply with permit requirements, including the St. Joseph County / City of South Bend Building Department.
- If the Contractor awarded this contract is not a resident of Indiana, within thirty days, the Contractor shall provide the Owner with proof that the



Contractor is duly licensed, qualified and registered with the Secretary of State of Indiana to engage in business within the State of Indiana.

- The Contractor shall comply with all provisions of Indiana Code 5-16-13, as amended. The Owner reserves the right to immediately terminate the public work project awarded should the Contractor be found to be in violation of any provision of Indiana Code 5-16-13 and such violation shall result in the forfeiture of Contractor's performance bond to the Owner.

#### 4. Default and Termination

- Events of Default shall include Contractor's failure to perform any of its obligations under this contract including failure to commence work at the time specified, failure to perform the work in accordance with these specifications, unauthorized discontinuation of the work, failure to carry out the work in a manner acceptable to the City, failure to observe Federal, State, or local laws or regulations, and failure to comply with any other term of this contract.
- If an Event of Default occurs, the City shall provide Contractor written notice and may permit Contractor ten (10) calendar days after the date of the notice to cure the default. If the default is not cured within the ten (10) day cure period, the City may at any time thereafter terminate this contract in which case the termination shall be final and effective.
- Upon an Event of Default, the City may invoke the following remedies in addition to those remedies provided under separate provisions of this contract, the right of set-off against any payments due or to become due to the Contractor against the retainage, the right to take over and complete the Work. If the City notifies Contractor that City is invoking its right to complete the Work, all rights that the Contractor has in order under Contractor's subcontracts are assigned to the City, subject to the City's right to take assignment of all or only selected subcontracts at the City's discretion. The sole obligation accepted by the City under such subcontracts is to pay for Work satisfactorily performed after the date of the assignment. In the event a conditional assignment has not been executed, the Contractor shall execute or cause to be executed any assignment, agreement, or other document that may be necessary in the sole opinion of legal counsel to the City's Board of Park Commissioners to evidence compliance with this provision. The Contractor shall promptly deliver such documents upon the City's request. In the case of such assignment, unless otherwise agreed in writing, The Contractor remains liability to subcontractors for any payment already involved, and for any claim, suit or cause of action based upon or resulting from any error, omission, negligence or other breach of contract by the Contractor, its officers, employees, or agents arising prior to the date of assignment to the City.

## 5. Payment

- Payments will be made every thirty (30) calendar days
- Before final payment is released the Contractor must satisfy the following:
  - (1) All parts and labor meet requirements stated in the specifications.
  - (2) Provide copies of test reports or cut sheets on all materials supplied.
  - (3) Provide As-Built drawings as applicable and zone listing maps.

## 6. Tax Exempt

- Materials and properties purchased under contract with the Owner that becomes a permanent part of the structure or facilities constructed are not subject to the Indiana Gross Retail Tax (Sales Tax). The exemption number will be furnished to the Contractor upon award.

## 5. Appendices

- A. Project Locations
- B. Price Table for Monthly Monitoring Services:
- C. Schedule of Values for Primary Hardware:

**\*\*END\*\***

When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

**CONTRACTOR’S NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT,  
 CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT  
 ELIGIBILITY VERIFICATION, NON-DISCRIMINATION COMMITMENT AND  
 CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS OR FOUNDRY  
 PRODUCTS**

(Must be completed for all quotes and bids. Please type or print)

STATE OF \_\_\_\_\_ )  
   ) SS:  
 \_\_\_\_\_ COUNTY )

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Contractor further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale; and
2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
  - a. For purposes of this Certification, “Iran” means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
  - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
    - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or

- ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of South Bend, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

6. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions may consider the Contractor's good faith efforts to obtain participation by those Contractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

In no event shall persons or entities seeking the award of a City contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the City's MBE/WBE Utilization Board shall prohibit that person or entity from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contact for which the discriminatory practice or noncompliance pertains.

7. The undersigned contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, gender expression, gender identity, sexual orientation, handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products made in the United States on this project if awarded. I understand I have an affirmative duty to notify the City in my bid that my proposal does not include the use of steel products or foundry products made in the United States. I understand it is my sole obligation and responsibility to provide a justification to the City, subject to review and approval, why the cost of United States made steel or foundry products is unreasonable. Prior to award and upon submission of bid which does not use steel products or foundry products made in the United States, the City, through its director of public works, shall make a determination if the price of United States made steel or foundry is unreasonable. I understand that violations hereunder may result in forfeiture of contractual payments.

\*\*\*

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Contractor/Bidder (Firm)

\_\_\_\_\_  
Signature of Contractor/Bidder or Its Agent

\_\_\_\_\_  
Printed Name and Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

County of Residence \_\_\_\_\_

## Appendix A

Location Matrix:

- This list details the main locations that will be addressed as part of this RFP. The City reserves the right to add or subtract any City properties if it determines it is in the City's best interest.

Location	Address
<b>Martin Luther King JR Recreation Center</b>	1522 Linden Ave, South Bend, IN 46628
<b>Howard Park Historic Lodge</b>	317 S St Louis Blvd, South Bend, IN 46617
<b>VPA Maintenance Building</b>	1020 High St., South Bend, IN 46601
<b>O'Brien Recreation Center</b>	321 E Walter St, South Bend, IN 46614
<b>Kennedy Water Playground</b>	756 Eclipse Pl, South Bend, IN 46628
<b>Charles Black Recreation Center</b>	3419 W Washington St, South Bend, IN 46619
<b>City Cemetery Garage</b>	214 Elm Street, South Bend, IN 46616
<b>Forester Garage</b>	4016 Fellows St, South Bend, IN 46614
<b>Rum Village Nature Center</b>	2626 S Gertrude St, South Bend, IN 46614
<b>Leeper Tennis Building</b>	837 N Lafayette Blvd, South Bend, IN 46601
<b>Byer's Softball Concessions</b>	4802 Meadow Ln, South Bend, IN 46619
<b>Byer's Softball Garage</b>	4802 Meadow Ln, South Bend, IN 46619
<b>Pinhook Community Center</b>	2801 Riverside Dr, South Bend, IN 46616
<b>Potawatomi Conservatory</b>	2105 E Mishawaka Ave, South Bend, IN 46615
<b>Potawatomi Pool</b>	2000 Wall St, South Bend, IN 46615
<b>Howard Park Main Buildings</b>	219 S St Louis Blvd, South Bend, IN 46617







**EXHIBIT C**

**Contractor Affidavit**

[See attached]

When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

**CONTRACTOR'S NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT,  
CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT  
ELIGIBILITY VERIFICATION, NON-DISCRIMINATION COMMITMENT AND  
CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS OR FOUNDRY  
PRODUCTS**

(Must be completed for all quotes and bids. Please type or print)

STATE OF Indiana )  
 ) SS:  
St. Joseph COUNTY )

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Contractor further says that no person or persons, firm, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale; and
2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
  - a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
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In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions may consider the Contractor's good faith efforts to obtain participation by those Contractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

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Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, gender expression, gender identity, sexual orientation, handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

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\*\*\*

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

Dated this 14<sup>th</sup> day of Aug, 2020



Vermillion Systems, Inc.  
Contractor/Bidder (Firm)

[Signature]  
Signature of Contractor/Bidder or Its Agent

Jim James Operations  
Printed Name and Title

Subscribed and sworn to before me this 14<sup>th</sup> day of August, 2020

My Commission Expires 9-21-2023

Susan C. Packer  
Notary Public Susan C. Packer

County of Residence St. Joseph