

Healthcare Solutions

A Division of Stanley Security Solutions, Inc.

October 4, 2010

Department of Administration Purchasing Division Building 15 2019 Washington, East Charleston, WV 25305-0130

Re: RFQ #HPO11053 dated 8/26/10

To Whom It May Concern:

Please find enclosed the bid proposal for the above-referenced project at Hopemont Hospital.

Stanley Security Solutions, Inc., submits its bid subject to the parties' agreement on a mutually acceptable set of terms and conditions.

Sincerely

Chuck Sobotka

Director of Field Operations

402-742-9443

Attachments to RFQ #HPO11053:

Addendum #1

Drug Free Workplace Conformance Affidavit

West Virginia Contractor License

Bid Bond

Exhibit A - Exceptions To/Comments Regarding State of West Virginia RFQ #HPO11005

Exhibit B - Stanley Warranty and Disclaimer

Exhibit C -- Stanley Security Solutions, Inc., Software License Agreement

Exhibit D -- Arial® Software Maintenance Plan

Exhibit E - Customer Assistance

Product Brochures

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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

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ROBERTA WAGNER 304-558-0067

RFQ NUMBER

HEALTH AND HUMAN RESOURCES HOPEMONT HOSPITAL CENTRAL RECEIVING 150 HOPEMONT DRIVE TERRA ALTA, WV 26764-7728 304-789-2411

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26764-7728 304-789-2411

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INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.

EXHIBIT 5

WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.

NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.

CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TELEPHONE

DATE 10/4/16



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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

## Request for Quotation

HOP11053

PAGE

ADDRESS CHANGES TO BE NOTED ABOVE

9

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

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HEALTH AND HUMAN RESOURCES
HOPEMONT HOSPITAL
CENTRAL RECEIVING
150 HOPEMONT DRIVE
TERRA ALTA, WV
26764-7728 304-789-2411

FREIGHT TERMS SHIP VIA TERMS OF SALE DATE PRINTED 08/26/2010 01:30PM BID OPENING TIME BID OPENING DATE: 09/27/2010 AMOUNT CAT. UNIT PRICE ITEM NUMBER QUANTITY UOP LINE A LETTER OF CREDIT SUBMITTED STATE OF WEST VIRGINIA. IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS PERSONAL OR BUSINESS CHECKS ARE NOT UNDER \$100,000. ACCECPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND. A TWO (2) YEAR MAINTENANCE BOND ) MAINTENANCE BOND: COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR. REV. 11/00 EXHIBIT 7 DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS. FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND SUCH COST IS UNREASONABLE IF IT IS TO BE UNREASONABLE. 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE SEE REVERSE SIDE FOR TERMS AND CONDITIONS



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# Request for Quotation

RFQ NUMBER HOP11053

ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES HOPEMONT HOSPITAL CENTRAL RECEIVING 150 HOPEMONT DRIVE TERRA ALTA, WV

304-789-2411 26764-7728

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHTTERMS
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PRICE	THAN THE FOREIGN	MADE PRODUCTS.		
TE PE	RIOR TO THE AWARD	OF A CONTRACT U	NDER THE ABOVE	
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neteri	MINES THAT THERE	EXISTS A BID FOR	LIKE FOREIGN	
ALUMIN	NUM, GLASS OR STE	EL THAT IS REASC	NABLE AND LUMER	
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EXHIB	IT 9			
			TE CONCERNCE ION	
	E FOR ISSUANCE &	ACKNOWLEDGEMENT	OF CONSTRUCTION	
PROJE	CT ADDENDA			
THE A	RCHITECT/ENGINEE	R AND/OR AGENCY	SHALL BE REQUIRED	)
TO AB	IDE BY THE FOLLO	WING SCHEDULE IN	ISSUING	
CONST	RUCTION PROJECT	ADDENDA FOR STAT	E AGENCIES:	
	THE ADOLLTECT /EN	CTHEED SHALL PRE	PARE THE ADDENDU	1.
(1)	INE ARCHITECIZEN	TIES THAT HAVE P	ROCURED DRAWINGS	
AND S	PECIFICATIONS FO	R THE PROJECT.	THE ADDENDUM	
AND L	IST SHALL BE FOR	WARDED TO THE BU	YER IN THE STATE	
PURCH	IASING DIVISION.	THE ARCHITECT/E	NGINEER SHALL ALS	SU
SEND	A COPY OF THE AD	DENDUM TO THE ST	ALE AGENCY FUR	
WHICH	THE CONTRACT IS			
1	SEE:	REVERSE SIDE FOR TERMS AND C	ONDITIONS:	E 1/1/1/2



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## Request for Quotation

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PAGE 1

ADDRESS:CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

SH P To

HEALTH AND HUMAN RESOURCES
HOPEMONT HOSPITAL
CENTRAL RECEIVING
150 HOPEMONT DRIVE
TERRA ALTA, WV
26764-7728 304-789-2411

FREIGHT TERMS SHIP VIA FO.B DATE PRINTED TERMS OF SALE: 08/26/2010 BID OPENING TIME 01:30PM BID OPENING DATE: 09/27/2010 ITEM NUMBER UNITPRICE AMOUNT UOP LINE QUANTITY THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID ANY ADDENDUM SHOULD BE RECEIVED BY THE OPENING DATE. BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE. ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL STATE PURCHASING BIDDERS AND SUBMITTED TO THE THE SAME RULES AND REGULATIONS DIVISION. THE ORIGINAL BIDDING DOCUMENT THAT APPLY ΤO SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE. REV. 11/96 EXHIBIT 10 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NOS .: NO. NO. NO. NO. 4 SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TELEPHONE



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### Request for Quotation

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PAGE

ADDRESS CORRESPONDENCE TO A TENTION OF

ROBERTA WAGNER 304-558-0067

GH-P TO

HEALTH AND HUMAN RESOURCES
HOPEMONT HOSPITAL
CENTRAL RECEIVING
150 HOPEMONT DRIVE
TERRA ALTA, WV
26764-7728 304-789-2411

DATE PRINTED TERMS OF SALE: SHIP VIA F.O.B. FREIGHT TERMS 08/26/2010 BID OPENING DATE: 09/27/2010 BID OPENING TIME 01:30PM CAT LINE QUANTITY UOP ITEM NUMBER UNITPRICE AMOUNT NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY DRAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. DNLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING. ...SIGNATURE Stanley Security Solutions, tomPANY .DATE REV. 11/96 CONTRACTORS LICENSE WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS APPLICATIONS FOR A CONTRACTORS LICENSE MAY B LICENSE. MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890. WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TELEPHONE



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### Request for Quotation

RFQ NUMBER HOP11053

ADDRESS CORRESPONDENCE TO ATTENTION OF

ADDRESS CHANGES TO BE NOTED ABOVE

ROBERTA WAGNER

304-558-0067

HEALTH AND HUMAN RESOURCES HOPEMONT HOSPITAL CENTRAL RECEIVING 150 HOPEMONT DRIVE TERRA ALTA, WV 26764-7728 304-789-2411

DATE PRINTED TERMS OF SALE SHIP VIA FOB. FREIGHT TERMS 08/26/2010 BID OPENING DATE: 09/27/2010 BID OPENING TIME 01:30PM CAT LINE QUANTITY UOP TEM NUMBER UNITPRICE AMOUNT LICENSE NUMBER ON THEIR BID. Stanley Security Solutions, Inc., WV.031496 BIDDER TO COMPLETE: CONTRACTORS CONTRACTORS LICENSE NO.: THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT APPLICABLE LAW THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT. ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER. REV. 5/2009 NOTICE SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE



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# Request for Quotation

HOP11053

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES HOPEMONT HOSPITAL CENTRAL RECEIVING 150 HOPEMONT DRIVE TERRA ALTA, WV

26764-7728

304-789-2411

DATE PRI	<u> </u>	SHIP VIA	FOB.	FREIGHT TERMS
08/26				
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	A SIGNED BID MUST BE	SUBMITTED TO:		
	DEPARTMENT OF A	DMINISTRATION		
	PURCHASING DIVI	SION		
	BUILDING 15			
	2019 WASHINGTON CHARLESTON, WV			
	CHARLES TON, WV	20303-0130		
-	THE BID SHOULD CONTA	I	3	F
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	SEALED BID			
	SEALED BID			ŀ
	BUYER:	RW/22		
	REQ. NO.:	HOP11053		[
	BID OPENING DATE:			
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## Request for Quotation

HOP11053

PAGE 1 5

....ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER

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HEALTH AND HUMAN RESOURCES HOPEMONT HOSPITAL CENTRAL RECEIVING 150 HOPEMONT DRIVE TERRA ALTA, WV

26764-7728 304-789-2411

ADDRESS CHANGES TO BE NOTED ABOVE

FREIGHT TERMS: DATE PRINTED TERMS OF SALE SHIP VIA FOB: 08/26/2010 BID OPENING DATE: 01:30PM 09/27/2010 BID OPENING TIME CAT. AMOUNT UNIT PRICE QUANTITY UOP ITEM NUMBER LINE ** Total includes alternato bid Items #0016 through #0019. SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE

WV-36 (Rev. 01/01/07)

Vendor:

### STATE OF WEST VIRGINIA PURCHASE CONTINUATION SHEET

P.O. Date:

Page 2_of	3 Pages	Requisition / P.O. No.: HOP11053
File: RW22	Acct. No.:	
Spending Uni	t: NT HOSPI]	ΓAL

Unit Price Amount Description Quantity Item No. Mandatory Requirements: Bids to include all labor, materials, equipment and anything incidental to install a resident wandering system at Hopement Hospital, located at 150 Hopemont Drive, Terra Alta, WV 26764, according to the following specifications. \$ 1,467,88 \$ 41,100,75 Vendor must provide and install Sigma Sentinel model or equal, 28 each 1. self checking system door control units. Monitor residents will activate the door locks and will be prevented from leaving through locked doors. The system will identify the resident by number or name at the exit and nurses' monitor. The unit will monitor transmitter battery conditions. Doors must be coded with an exiting family code that will allow family to exit without allowing monitored residents to follow. Outside keypad at the front door will allow staff to enter when door is locked (with timer options at all door units). 242,10 \$ 242.10 Vendor must provide Sigma Sentinel or equal Transmitter Tester. |\$___ 2. 1 each Transmitter tester/programmer, to be a hand held device to provide access to working status on each transmitter and provides wireless data entry. System is to be self checking capable. Vendor must provide 2 years life Sigma Sentinel or equal 3. Transmitter, Resident transmitter, watch size, can be worn on wrist or ankle, water tight. Transmitters to be pro-rated. Vendor must provide Sigma Sentinel or equal Transmitter Bands. 50 each 4. Bands are to be reinforced only way snap hypo-allergenic, water resistant material with a minimum 150 pound and a maximum 200 pound pull pressure. \$ 903.78 \$ 2,711.33 Vendor must provide and install Sigma Sentinel or equal 3 each 5. Magnetic door locks with a minimum 15 second delay maximum 20 second delay. Chame per alderdum # I Vendor must provide and install Connexions 5 Paging 6. 1 each Transmitter or equal with A serial ports. 2, Charge peradd Vendor must provide Sigma Sentinel or equal alphanumeric 50 each 7. pagers with capacity to hold six (6) addresses (929H) or equal. Vendor must provide Sigma Sentinel or equal Network PC 1 each 8. Paging Software, Client & Service. This will allow Paging from all network computers. Scrver - Change per addered Vendor must provide and install Sigma Sentinel or equal CPU 9. 1 each 17" monitor, 2-hard drives, 2 serial ports, Printer UPS, XP Pro and Sigma Sentinel Software or equal. \$ 594,66 \$ 2,973,30 Vendor must provide and install Phillips or equal wireless 5 each 10. receiver. This will be connected to the Central Monitoring System. Vendor will supply and install power (120 volt) outlets for receivers to be plugged into along with battery backup for power source to receivers. Vendor must provide on-site training to all required staff. Provide 11. 1 each total system programming including installation and installation \$ 247,50 \$ 495,00 materials according to specifications. Vendor must provide and install Sigma Sentinel or equal front 12. 2 each door coded keypad entry with timer, located at front door and grape harbor door. 2 of RFQ, Item#0004 and accompan

WV-36 (Rev. 01/01/07)

# STATE OF WEST VIRGINIA PURCHASE CONTINUATION SHEET

Page 3 _ of _3	B Pages	Requisition / P.O. No.: HOP11053
File: RW22	Acct. No.:	
Spending Unit:	T HOSPI	ΓAL

Vendor:		P.O. Date: ROPE	Unit: MONT HOSPITAL	
Item No.	Quantity	Description	Unit Price	Amount
13.	1 each	Vendor must provide and install an upgradable system on the wireless call stations and elevator lockout for future growth.	of Item #8	
14.	23 each	Vendor must provide and install push button on exterior doors unlock door units.	to \$ 161.10	\$ 3,705.30
		The vendor with the lowest grand total of all items will be awarded the contract. However, the facility reserves the right to accept or reject the following alternate items if the costs excee what the facility has budgeted for the purchase.  Bid on Sigma Sentinel or equal resident wandering system:	o d	\$ 104,896,95
N.				
		Alternate Items for Nurse's Call Station:	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 1,000.00
15.	1 each	Vendor must provide and install Phillips or equal wireless nurs call station. Monitor must provide audible/visual indication of a exists. System must display resident name and exit location.	111	,
16.	54 each	Vendor must provide and install magnetic pull cords.	\$ 138.10	\$ 7, 457, 40
17.	1	Vendor must provide and install call cords with reset.	\$ 176.18	\$ 7,457,40 \$17,265,64 \$ 100.00
•••		Alternate bid requested: Nurses Station Monitor Unit:	İ	\$ 100.00 \$ 138,125.55
		All equipment shall be provided FOB destination. Vendor shadeliver and complete the installation within 90 days of issuant notice to proceed.  Warranty: 3 years parts 2 years labor  Exceptions to warranty: No warranty on existing door locks Two (2) years parts and labor warranty on pagers.	4,905.57 2,500.02	47,405.56  125,55 total

DOOR	MAGNETIC LOCKS	INTERIOR DEVICE
	DELICE EVICTING	KEY PAD
KITCHEN	REUSE EXISTING	KEYPAD
GRAPE HARBOR	REUSE EXISTING	
MAIN ENTRANCE	REUSE EXISTING	INTERIOR KEYPAD
A-1 MIDDLE	REUSE EXISTING	KEY PAD
A-1 END	REUSE EXISTING	KEYPAD
GORE 2 VALLEY	REUSE EXISTING	KEY PAD
GORE 2 MIDDLE	REUSE EXISTING	KEY PAD
TICKET BOOTH	REUSE EXISTING	KEY PAD
POTATO ROOM	REUSE EXISTING	KEY PAD
B-1 MIDDLE	REUSE EXISTING	KEY PAD
B-1 END	REUSE EXISTING	KEY PAD
GORE 1 SOLARIUM	REUSE EXISTING	KEY PAD
GORE 1 MIDDLE	INSTALL 1 NEW	KEY PAD
GORE 1 END	REUSE EXISTING	KEY PAD
GORE 1 ADMIN	REUSE EXISTING	KEY PAD ON RESIDENT SIDE
A-2 MIDDLE	REUSE EXISTING	KEY PAD
A-2 END	REUSE EXISTING	KEY PAD
A-4 FIRE EXIT	REUSE EXISTING	KEY PAD
GORE 4 END	REUSE EXISTING	KEY PAD
GORE 4 MIDDLE	REUSE EXISTING	KEY PAD
GORE 4 SOLARIUM	REUSE EXISTING	KEY PAD
B-2 MIDDLE	REUSE EXISTING	KEY PAD
B-2 END	REUSE EXISTING	KEY PAD
GORE 2 SOLARIUM	REUSE EXISTING	KEY PAD
A-3 FIRE EXIT	REUSE EXISTING	KEY PAD
GORE 3 MIDDLE	REUSE EXISTING	KEY PAD
GORE 3 SOLARIUM	REUSE EXISTING	KEY PAD
GORE 4 HALL	INSTALL 2 NEW	KEY PAD ON RESIDENT SIDE
RECEIVER LOCATIONS:	RECOMMENDED	LOCATION BUT MAY VARY
1-A1 HALL		
2-B1 HALL		
3-A2 HALL		
4-B2 HALL		
5-G3 SOLARIUM		

EXTERIOR DEVICE	
BUTTON	<u> </u>
FOCK	
WATERPROOF KEYPAD	
PUSH BUTTON	
LOCK	<u> </u>
DOOR CARD	
PUSH BUTTON	
PUSH BUTTON	
LOCK	
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PUSH BUTTON	
PUSH BUTTON ON ADM SIDE	
PUSH BUTTON	
LOCK	
PUSH BUTTON	<u> </u>
PUSH BUTTON	
ACCORDING TO EACH VENDOR	,
	1

ATTACHMENT	
P.O.#	

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agyfed		· .*
Signature Date	Signature	Date
CFO		
Title	Title	<del>-</del>
Stanley Security S	polutions, Inc.	
Company Name	Agency/Division	

WV-96 Rev. 10/07

#### AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- 1. <u>DISPUTES</u> Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2. HOLD HARMLESS Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- 3. GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4. TAXES Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- 5. PAYMENT Any references to prepayment are deleted. Payment will be in arrears.
- 6. INTEREST Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
- 7. RECOUPMENT Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
- 8. FISCAL YEAR FUNDING Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- 9. <u>STATUTE OF LIMITATION</u> Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- 10. SIMILAR SERVICES Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11. ATTORNEY FEES The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12. ASSIGNMENT Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13. LIMITATION OF LIABILITY The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14. RIGHT TO TERMINATE Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
- 15. TERMINATION CHARGES Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. RENEWAL Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17. INSURANCE Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
- 18. RIGHT TO NOTICE Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19. ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20. CONFIDENTIALITY: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
- 21. AMENDMENTS All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

and the Attorney General.		
ACCEPTED BY:		
STATE OF WEST VIRGINIA	VENDOR	5141
	Company News Stantey Secur	rity Polutions. Inc.

Spending Unit:	Company Name STANTEY CUTTY STUTTONS
Signed:	Signed:
Title:	Title: CFO
Date:	Date: 10/4/10



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130 Charleston, WV 25305-0130

HOP11053

: ADDRESS CORRESPONDENCE NO ATTENTION OF ROBERTA WAGNER 304-558-0067

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Post Office Box 50130

Charleston, WV 25305-0130

SS CORRESPONDENCE TO A THENTION OF T ROBERTA WAGNER <u>304-558-0067</u>

HEALTH AND HUMAN RESOURCES HOPEMONT HOSPITAL CENTRAL RECEIVING 150 HOPEMONT DRIVE TERRA ALTA, WV 26764-7728 304-789-2411

DATE BRINTED 09/21/2010 BID OPENING DATE: 10/05/2010 AMOUNT: LINE PARTITY UOP: STEMNUMBER UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY DRAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING! ONLY THE Information Essued in Writing and added to the SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING. SIGNATURE Solutions, Inc NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID kev. 09/21/2009 END OF ADDENDUM NO. 1 SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE ADDRESS CHANGES TO BE NOTED ABOVE

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#### Addendum #1

#### HOP11053

Line #5 - change to read from maximum 20 second delay

To: maximum 30 second delay

Line #6 – change from: 4 serial ports Change to: 2 serial ports

Line #8 – change from Client and Services To: Client and Server

Line#9 – Remove Line#10 – Remove

Line#15 - Alternate bid for Nurse Call Station: To install a Phillips or equal wireless nurse call station.

1 each: Vendor must provide and install Sigma Sentinel equal CPU 17" monitor,

2 each: 500g minimum hard drives including two ( 2 )serial ports, printer, UPS, XP Pro and Sigma Sentinel Software or equal

5 each: Vendor must provide and install Phillips or equal wireless receivers. This will be connected to the Central Monitoring System. Vendor will install power (120 volt) outlets for receivers to plug into along with battery backup for power source to receivers

Line#16 – change to read: Vendor must provide and install magnetic pull cords for baths and common areas.

Line#17 – change to read: Vendor must provide and install 8ft call cord with push button and reset for bed stations

Question: Is the vendor to remove old wiring?

Answer: Vendor must remove the wiring from the old patient wandering system.

Question: Does the new wiring have to be enclosed in conduit?

Answer: According to the State Fire Marshall, the low voltage wiring does not have to be enclosed in conduit.

Add: Specifications are to be submitted to the State Fire Marshall's office for review and approval prior to the installation of the wandering system

HOP11053 - Addendum #1 - Page 2

Question: A request has been made for permission to go to the hospital to do a final walkthrough prior to the final assembly of their proposal.

Response: There was a pre-bid held on 9/7/10 and all questions were due to the buyer by close of business on 9/9/10. The pre-bid conference is held to give the vendors an opportunity to ask any questions and address any concerns they may have concerning the RFQ and a walk through it done so the vendors can take the time to look at what is being requested be done and make any measurement necessary for completing their bid. All measurements and questions are to be addressed at that time. No further tours or walk through visits will be done. The winning bidder will have the opportunity to get exact measurements, and coordinate the installation of the system, but their bid will not be altered in any way due to errors or omissions made on their quote.

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9829681 hos 7829 682 405 TELEPHONE & FAX PHONE 4 CD-304-402 01/10 NUMBERS Page_ Date: PHONE FAX FREE FREE TOLL 26764 1620 D. OOd CV. * PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD 915 W Satate St. MAILING ADDRESS SIGN IN SHEET Topeal HA PLEASE PRINT Request for Proposal No. HOP 11053 Email Address: WWW Whakeye WU, COMM FIRM & REPRESENTATIVE NAME Sterler Nealthouse SW Company: HAWKeye GARII LEWIS Сопрапу: Rep:

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#### **EXHIBIT A**

#### EXCEPTIONS TO/COMMENTS REGARDING STATE OF WEST VIRGINIA RFQ #HOP11053 DATED 8/26/10

Unless otherwise noted, the item numbers referenced herein are those appearing on Pages 1-5 of the RFQ.

#### 1. Bid Item #0001:

The three (3) year parts warranty does <u>not</u> include 30-day pagers carried by staff or the 90-day transmitters/signaling devices worn by residents. See Exhibit B attached for Stanley's specific warranty and disclaimer.

The two (2) year labor warranty does not mean that Stanley will automatically dispatch a service technician for every facility request for service. Please note that because system diagnostics can be performed remotely with the Arial® system, "On-site warranty service will be provided by Stanley only if a reported problem is deemed by Stanley to be not otherwise curable through the exchange of defective components, the remote troubleshooting and diagnostics capabilities of the System, or in consultation with a Stanley technician by phone." Also, the appointment of a "system administrator" at the facility is key. (See attached Exhibit E "Customer Assistance," Section [g] attached.)

2. Bid Item #0004: Resident transmitters quoted are Vendor's 90-day devices; Vendor does not manufacture a 2-year transmitter. Vendor's long-held philosophy regarding device life is that the 90-day device forces staff to re-evaluate every 90 days (in concert with that resident's 90-day care plan that already mandated by the federal government) the resident's need to continue to wear a device. Also, we believe that devices are for one-time use only, and a single resident rarely wears a device on a continuing basis for a full two years. Because each 90-day device ships with a 4-6 month shelf life, staff has plenty of time to activate it when needed rather than paying for (and wasting) time on an already activated longer life device. To achieve a two-year price equivalent for any single resident, the unit price quoted for Item #0004 (\$32.95) would be multiplied by a factor of eight (8), which equals \$263.60. This total times 28 residents equals \$7,380.80. The facility, however, should order the 90-day devices AS NEEDED and should not order the full quantity quoted for two years all at once (224 each). The 90-day device can be worn by the resident on either the wrist or ankle.

#### 3. Bid Item #0005:

The resident transmitter bands we have quoted are not, in the strictest sense, "reinforced only way snap hypo-allergenic material." Rather, per our specifications they are made of " $45MIL\ 22\ OZ$ . light grey vinyl laminate over a polyester scrim." However, they contain no latex and are water resistant. Also, our bands have a  $100\ lb$ . pull pressure at the snap rather than a  $150-200\ lb$ . pull pressure.

4. Bid Item #0008: Pagers quoted are 30-day rather than 2-year pagers.

#### 5. Bid Item #0009;

The PC unit quoted as an alternative in Item #0016 will not "allow paging from all network computers" if "network computers" implies "other" computers which may be in use at the facility which have nothing to do with the Arial® system. The monitor quoted in Item #0016 will only receive system notifications from Arial® pagers, WanderGuard® door units, transmitters worn by residents, etc. The Arial® computer base station (monitor)

should be dedicated for call system purposes only and no other programs or applications should be loaded onto it or used with it.

Maintenance of the Arial® software is covered under the terms set forth in the "Arial® Software Maintenance Agreement," a copy of which is attached hereto as Exhibit D. A software maintenance fee is charged annually on an automatic renewal basis unless the facility terminates the agreement in accordance with Section 7 of the agreement. The software maintenance fee currently in effect is \$495.

#### 6. Bid Item #0014:

The Arial® system is as quoted can accommodate over 1000 call points and is expandable for future growth. Likewise, though not quoted in this RFQ, elevator lockout can be installed and integrated with the Arial® system.

- Bid Item #0017: Price quoted includes the "magnetic pull cords" specified in the RFQ as well as the 54 wall transmitters necessary for the pull cord to achieve a total call point at bath and common area locations.
- 8. <u>Bid Item #0018</u>: Price quoted includes the "call cords with reset" specified in the RFQ as well as the 98 wall transmitters necessary for the call cords to achieve a total call point at the bed station(s). Each wall transmitter is equipped with the reset function specified.
- 9. Prevailing Wage Requirements (Page 8 of RFQ):

Stanley Security Solutions, Inc. asserts that it has calculated its responses to RFQ #HOP11053 using prevailing wage rates and will pay prevailing wages to its workers doing the work related to this project.

10. <u>Limitation of Liability (Page 23 of RFQ, "Agreement Addendum," Section 13)</u>: Delete last sentence and insert, "Subject to Vendor's 'Standard Warranty and Disclaimer' attached hereto as Exhibit B, any limitation is null and void to the extent that it precludes any action for direct injury to persons or for damages to personal property."

#### **EXHIBIT B**

Warranty and Disclaimer. The Arial® Communications System (excluding Software, which is covered by a separate warranty) is warranted to the Customer to be free of manufacturing defects for a period of three (3) years from the date installation is completed. If any defects covered by this warranty appear within the above stated period, upon delivery of the defective unit to Stanley, Stanley will, at its option, repair or replace the defective component on an exchange basis with new or rebuilt parts at its expense, without charge. EXCEPTION: Certain portable pagers and accessory products are warranted to be free from manufacturing defects for periods ranging from thirty (30) days to one (1) year as specified to Customer. EXCEPTION: WanderGuard® signaling devices (needed if WanderGuard® equipment is installed with the Arial® system) are warranted to be free of manufacturing defects at the time they are put into service as set out in the operating instructions. Because signaling devices are battery powered, NO SPECIFIC LIFE IS GUARANTEED. On-site warranty service will be provided by Stanley only if a reported problem is deemed by Stanley to be not otherwise curable through the exchange of defective components, the remote troubleshooting and diagnostics capabilities of the System or in consultation with an Stanley technician by phone. Stanley is not responsible for warranty service should the Stanley logo or the serial number be removed or should the Arial® Communications System fail to be properly maintained or fail to function properly as a result of misuse, abuse, neglect, improper shipping, incorrect wiring not from Stanley, damage caused by disasters, such as fire, flood and lightning, damage caused by faulty or leaking batteries not supplied by Stanley, service other than by Stanley or units in use in violation of instructions furnished by Stanley. Travel expenses to and from the Facility and on-site labor charges will be the Customer's responsibility during the warranty period if a reported problem is the result of any of the aforementioned circumstances, a change in repeater locations not otherwise authorized by Stanley, or a change in the Facility (e.g. removal of a wall or other remodel or structural change) or the presence of a new interference source in the environment not present at the time of the Facility walk-through, review of site plans, or during system installation, etc. Customer must obtain a return authorization number from Stanley prior to returning equipment to Stanley for warranty service. Postage, insurance, or shipping costs incurred in presenting the Arial Communications System for warranty service are Customer's responsibility. Because each radio system is unique, Stanley disclaims liability for range, coverage, or operation of the Arial® Communications System as a whole under this warranty. This warranty shall not be enlarged and no obligation or liability shall arise out of Stanley rendering of technical advice, facilities or service in connection with Customer's purchase of the Arial® Communications System. Customer recognizes that a properly installed and maintained Arial® Communications System may only permit residents to seek assistance. It does not ensure or guarantee that there will be no death, personal injury and/or damage to property. As a result, Stanley does not claim that the Arial® Communications System may not be compromised and/or circumvented, or that the Arial® Communications System will prevent any death, personal injury and/or damage to property in circumstances which might prompt the use of the Arial® Communications System, or that the Arial Communications System will in all cases provide adequate warning or protection.

THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF STANLEY AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST STANLEY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ITEMS OR SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF STANLEY; AND (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR RANGE, COVERAGE OR OVERALL OPERATION OF THE ARIAL COMMUNICATIONS SYSTEM OR LOSS OF, OR DAMAGE TO ANY ARIAL® COMMUNICATIONS SYSTEM.

STANLEY SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, FOR LOSS OF DATA, USE, REVENUE OR PROFIT, COST OF COVER, CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY CUSTOMER, ITS CUSTOMERS OR OTHER THIRD PARTIES, OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING FROM THE USE OF THE ARIAL® COMMUNICATIONS SYSTEM OR THE SOFTWARE OR ACCOMPANYING DOCUMENTATION OR FOR DAMAGES RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR

DEFECT IN ANY ITEMS OR SERVICES PROVIDED HEREUNDER. THIS LIMITATION WILL APPLY EVEN IF STANLEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Notwithstanding anything to the contrary in this RFQ or contract, the terms of Vendor's (Stanley's) warranty and disclaimer herein shall govern.

#### Exhibit C

### Stanley Security Solutions, Inc., Software License Agreement

PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO BECOME BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS LICENSE, YOU MUST NOT INSTALL OR USE THE SOFTWARE.

The software accompanying this License, is licensed, AND sold to you, by STANLEY SECURITY SOLUTIONS, INC. ("Licensor") for use only under the terms of this license, and Licensor reserves all rights not expressly granted to you. You own the media on which the Software is recorded, but Licensor and its licensors retain ownership of the software itself.

- Definitions. As used in this Agreement, the following definitions shall apply:
- (a) "Authorized CPU" shall mean the single central processing unit exclusively for Use in the operation of the Software.
- (b) "Central Monitoring Station Hardware" shall mean the computer hardware and devices sold or otherwise provided to Licensee by Licensor for Use with the Software.
  - (c) "Licensed Products" shall mean collectively the Software and the User Documentation.
- (d) "Software" shall mean one or more of the following program(s): Link-Check™ Exit Alarm Software, Arial® Communications System,
  Arial® Enterprise Manager, and WanderGuard® Easy Programmer. License for which is purchased by Licensee and is provided for purchase by
  Licensor and provided at time of purchase, in object code form and all copies of the foregoing.
- (e) "Update" shall mean and be limited to error corrections, modifications or enhancements to the Software developed or published by Licensor and made generally available to other licensees of the Software at no extra cost.
- (f) "Use" shall mean the reading into and out of memory of the Software and the execution of the Software, in whole or in part, by the Authorized CPU for the internal purposes of Licensee.
- (g) "User Documentation" shall mean the documentation normally made available by Licensor to purchasers of the Software relating to the Use of the Software, Central Monitoring Station Hardware, and Authorized CPU, including all documentation provided by Licensor related to the maintenance or servicing of the Authorized CPU, including, but not limited to, maintenance manuals, diagnostic and other maintenance software, schematics, timing diagrams and interfaces.
- (h) "Licensor" shall mean Stanley Security Solutions, Inc. except under the following circumstances: (i) if Licensee acquired the Product as a bundled component of a third party product or service, then such third party shall be Licensor; and (ii) if any third party software is included as part of the default installation by Licensor, then the manufacturer of said third party software (and <u>not</u> Licensor) shall be the licensor of said third party software. With the exception of the situation described in (ii) above, the use of any included third party software product shall be governed by the third party's License agreement, whether that License agreement is presented for acceptance the first time that the third party software is invoked, is included in a file in electronic form, or is included in the package in printed form.
  - (i) "Licensee" shall mean purchaser of this license as outlined in this agreement.
- (i) "Software Maintenance Program" shall mean optional program that is available for a standardized fee for maintaining software annually.
- 2. License. Licensor hereby grants to Licensee, and Licensee hereby accepts, a personal, nonexclusive and nontransferable license to Use the current version of the Software only on the Authorized CPU. A separate license shall be required, together with the payment of additional license fees, to concurrently Use the Software on more than one CPU. The license fees for the license granted hereunder shall be deemed paid as part of the purchase price of the Software. Licensee shall pay all sales, use and other taxes (excluding taxes on Licensor's income) imposed by any jurisdiction arising out of or related to the license granted under this Agreement or to Licensee's Use of the Software, regardless of when such tax liability is asserted. Under this License, you may not:
  - (a) Use the Software on more than one computer or server at a time;
- (b) Use the Software with any other program or software on the Authorized CPU except as may be authorized by Stanley Security Solutions, Inc.

- (c) modify, translate, reverse engineer, decompile, disassemble, create derivative works based on, or copy (except for the backup copy) the program or the accompanying documentation;
- (d) rent, transfer or grant any rights in the program or accompanying documentation in any form to any person without the prior written consent of Licensor; or
  - (e) remove any proprietary notices, labels or marks on the program and accompanying documentation.

Any changes, additions, and enhancements in the form of new or partial programs or User Documentation as may be provided under this Agreement shall remain proprietary to Licensor. The License referred to above shall include under its proprietary restrictions any such additional programming and documentation provided under this Agreement.

- Title to Software and Confidentiality. The Software and any improvements, modifications or changes to the Software provided hereunder and all copies thereof are proprietary to Licensor and title thereto remains in Licensor. All applicable rights in the Software, whether or not any portion thereof is or may be the subject of a valid copyright or patent, and all patents, copyrights, trademarks, and trade secrets in the Software and the improvements, modifications and changes thereto are and shall remain in Licensor. The Licensee shall not sell, transfer, publish, disclose, display or otherwise make available the Software or improvements, modifications or changes thereto or copies thereof to others. The Licensee agrees to secure and protect the Software and copies thereof in a manner consistent with the maintenance of Licensor's rights therein and to take appropriate action by instruction or agreement with its employees who are permitted access to the Software to satisfy its obligations hereunder. All copies of the Software, or improvements, modifications or changes thereto made by the Licensee including translations, compilations, partial copies with modifications and updated works are the property of Licensor. Violation of any provisions herein shall be the basis for immediate termination of this Software License Agreement. Termination of this Agreement shall be in addition to and not in lieu of any equitable remedies available to Licensor.
- 4. Limited Warranty. Licensor warrants for a period of (30) thirty days from your date of purchase of the Software, that the Software will perform substantially as specified in the User Documentation delivered with the Software and that any Software media provided to Licensee will be free of defects in materials and workmanship; provided, however, that Licensor shall not be liable under this warranty if the Software has been modified or altered by anyone other than Licensor, if the Software has been abused or misapplied, or if Licensee has failed to incorporate all previous Updates provided to Licensee by Licensor. In the event the Software fails to perform as warranted, Licensee may return the defective Software to Licensor for replacement of the Software without charge. Replacement of defective Software is Licensee's exclusive remedy for breach of this warranty.

THE FOREGOING WARRANTIES SHALL NOT BE ENLARGED AND NO OBLIGATION OR LIABILITY SHALL ARISE OUT OF LICENSOR RENDERING OF TECHNICAL ADVICE, FACILITIES OR SERVICE IN CONNECTION WITH LICENSING OF THE SOFTWARE TO LICENSEE. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND LICENSEE HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF LICENSOR AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF LICENSEE AGAINST LICENSOR, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ITEMS OR SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE: (C) ANY OBLIGATION. LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF LICENSOR; AND (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR OVERALL OPERATION OF THE SOFTWARE.

- 5. Limitation of Liability. LICENSOR SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, FOR LOSS OF DATA, USE, REVENUE OR PROFIT, COST OF COVER, CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY LICENSEE, ITS CUSTOMERS OR OTHER THIRD PARTIES OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING FROM THE USE OF THE SOFTWARE OR ACCOMPANYING DOCUMENTATION OR FOR DAMAGES RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY ITEMS PROVIDED HEREUNDER. THIS LIMITATION WILL APPLY EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- 6. Term of Agreement; Termination. Unless otherwise terminated or canceled as provided herein, the term of this Agreement and of the Licenses granted herein shall commence on the date of purchase of the Software by Licensee and shall continue until Licensee discontinues the licensed Use of the Software on the Authorized CPU. Licensor may terminate this Agreement and any license granted hereunder if Licensee is in default of any provision hereof and such default is not cured within ten days after Licensor gives Licensee written notice thereof. In the event of any termination of this Agreement or any license granted to Licensee hereunder, Licensor may: (1) require that Licensee cease any further Use of the Software or any portion thereof and immediately return the Software and all copies thereof, in whole or in part, to Licensor; and (2) cease performance of all of Licensor's obligations hereunder without liability to Licensee. Licensor's foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available to Licensor in law and in equity.
- 7. Maintenance and Support Services. An optional Software Maintenance Program may be available for an additional fee, but is not included in this Agreement.

8. General. This agreement will be governed by the laws of the State of Nebraska, without reference to conflict of laws principles. This agreement is the entire agreement between us and supersedes any other communication or advertising with respect to the Software and User Documentation. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If you have any questions, please contact Stanley Security Solutions, Inc. at P.O. Box 80238 Lincoln, NE 68501.

#### Exhibit D

#### ARIAL® SOFTWARE MAINTENANCE PLAN

This Arial® Software Maintenance Plan agreement is made between STANLEY SECURITY SOLUTIONS, INC., with an office at 1550 North 20th Street, Lincoln, NE 68503 (hereinafter called "Stanley") and

Name of Firm						
	- Cir-	Country	Ctata	7in Codo	Tal No	
Street Address	City	County	State	Zip Code	Tel. No.	
(hereinafter called "Cu	stomer" or "Facili	ty.")				

Stanley agrees to provide to Customer and Customer agrees to purchase from Stanley the Arial® Software Maintenance Plan, in accordance with the Terms and Conditions as defined in Exhibit A, Stanley's Software License Agreement, and this Arial® Software Maintenance Plan as indicated below:

- 1. Description of Software Maintenance Plan. During the term of this Agreement, Stanley will provide the services described herein so as to maintain the Arial® Software (the "Software") in good working order, and provide technical support in order to assist Customer with system support functions. All software updates and enhancements provided to Customer by Stanley pursuant to the terms of this Agreement shall be subject to the terms and conditions of the Software License Agreement between the parties. Customer will receive the following software maintenance services:
  - 1.1. Updates for current version of software. Stanley will provide support services for previous releases for a minimum period of twelve (12) months following the general availability of a new release or software update. After this twelve (12) month period, Stanley shall have no further responsibility for supporting and/or maintaining a prior release of the Software;
    - 1.1a. Updates do not include:
      - (a) Platform extensions (including product extensions) to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and (iv) new functions including, but not limited to, customizations and modifications that are not part of the core Arial® Software.
  - 1.2. Revision packages (example 7.1 to 7.2);
  - 1.3. Access to technical phone support, except System Tasks as outlined in Section three (3) below, provided twenty-four (24) hours a day, seven (7) days a week. Technical phone support for said System Tasks will be provided at Stanley's standard rates.
- 2. Customer Assistance. Stanley agrees to offer to Customer telephone support for the Software on a twenty-four (24)-hour basis. Charges for telephone support, if any, may apply and vary for reasons including, but not limited to, the Software Maintenance Plan purchased, the status of the Customer's Software Maintenance Plan coverage, and whether the nature of the call is a billable Systems Task as identified in Section three (3) defined below. Corrections, replacements, and/or updates will generally be accomplished via the remote access feature. Customer agrees to assign its staff to work with Stanley personnel via telephone during the correction, replacement or update process if required by Stanley. If onsite assistance is required or desired by Customer, then Customer shall be responsible for charges other than telephone support. Stanley assumes no responsibility or liability for the correctness, performance, or any resulting incompatibilities with, current or future releases of the Software if the Customer has made changes or modifications to the system hardware/software configuration or to any Stanley supplied source code which change or effect the performance of the Software and were made without prior notification to and written approval of Stanley. Stanley assumes no responsibility for the operation or performance of any Customer-developed or third-party application.
- 3. Services Not Included; System Tasks. System Tasks, for the purposes of this Agreement are those services Customer requests, which alter the configuration of Customer's software, or duties that are viewed as routine in the normal operation of the Arial® system that Customer should reasonably be able to complete on its own, but nonetheless requests assistance from Stanley. Stanley reserves the right to add or remove services it deems are System Tasks.

#### EXHIBIT A

#### Terms and Conditions for Arial® Software Maintenance Plan

- 1. Payment of Purchase Price. Payment for Arial® Software Maintenance Plan, if not previously made to Stanley, must be made within thirty (30) days of the invoicing date. If Customer fails to render payment as determined by Software Maintenance Plan or Customer fails to submit payment for renewal of Software Maintenance Plan, or in the event of a lapse in payment, then Stanley may elect not to render such services until advance payment is made by Customer and/or a penalty may be assessed by Stanley before Software Maintenance Plan can be reestablished. In the event of a lapse in payment of greater than sixty (60) days, then, without prejudice to any other right or remedy available to Stanley, Stanley shall be entitled to terminate this Agreement.
- 2. Relocation of System. Stanley may discontinue or decline service(s) under this Agreement if the System, or any portion thereof, is sold or relocated to a different location other than the Facility(ies) listed above.

- 3. Limits of Standard Warranty and Extended Services. Stanley shall have no responsibility under this Agreement for damage, malfunctions or failures to materials and/or Software that are attributable to unauthorized repairs, modifications, misuse, accidents, vandalism, neglect, Customer negligence, performance issues relating to the use of Customer's data network, software or hardware products not supplied by Stanley, power supplied in excess of rated tolerance, or any other cause not controllable by Stanley other than ordinary wear and tear.
- 4. Arbitration. Any controversy, dispute or claim of whatever nature arising out of, in connection with or related to this Agreement, or the interpretation, performance or breach thereof, or the provision of any services or goods hereunder, including without limitation any claim based on contract, tort or statute, shall be settled by final and binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association and conducted in Lincoln, Nebraska. The judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In any arbitration arising out of the enforcement of this agreement, the prevailing party shall be entitled to be reimbursed for reasonable attorney's fees and arbitration costs and fees and all other costs and expenses incurred.
- 5. Indemnity and Limitation of Liability. Customer agrees to fully comply with the manufacturer's operating instructions, testing requirements, and related warnings for Arial® systems that are installed at Customer(s) facility(ies) and further agrees to perform regular testing as specified in the operating instructions. Customer shall indemnify, defend and save Stanley, its agents affiliates and employees harmless from and against all claims, liabilities and civil penalties, including costs and expenses (including attorney's fees) incident to Customer's failure to comply or incident to successfully establishing the right to indemnification for injury to or death of any person or persons, including employees of Customer, or for loss of or damage to any property, including equipment, or for any incidental or consequential damages arising out of Customer's failure to comply. It is expressly agreed that under no circumstances shall Stanley be held liable for any incidental, special or consequential damages, including, but not limited to, loss of profits, whether arising under alleged breach of Agreement, negligence, strict liability, or any other legal or equitable theory, and Stanley's liability shall be strictly limited to any amounts paid to Stanley under this Agreement and any applicable insurance proceeds if Customer fails to comply with all operating instructions.
- 6. Third Party Installation. All associated hardware/software must be installed according to Stanley's specifications. If the foregoing does not occur and the System malfunctions, additional charges may apply for Stanley correcting installation Work not conducted by Stanley-employed technician(s).
- 7. **Term/Automatic Renewal**. The "Date of Commencement" will be the date stated with signatures of this Agreement, as identified below. The terms of this Agreement shall renew for successive one (1) year periods unless either party gives to the other thirty (30) days written notice of its intention to terminate this Agreement upon its original or any renewed Expiration Date. Stanley, at its sole discretion, may terminate this Plan without cause with thirty (30) days written notice to Customer.
- 8. Increase in Pricing. Upon each annual renewal of this Agreement, Stanley shall have the right to increase prices of the Arial® Software Maintenance Plan provided under this Agreement. If Customer is unwilling to agree to said revised pricing, Customer must notify Stanley in writing of its objection within thirty (30) days of receiving notice of said increases. Not doing so will result in the conclusive presumption that Customer has agreed to said increase.
- 9. Onsite Visits by Stanley. Additional charges shall apply for any onsite visits by Stanley.
- 10. General. No agent, employee, or representative of Stanley has any authority to bind Stanley to any affirmation, representation or warranty concerning this Arial® Software Maintenance Plan except as contained in this Agreement and any attachments hereto and, unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included in writing within this Agreement, it shall not be enforceable by the Customer. This Agreement can be modified or amended only in writing signed by both parties. In the event of any inconsistency between the terms of any purchase order submitted by Customer and the provisions of this Agreement, the terms hereof shall be controlling. This Agreement is subject to acceptance by Stanley at its offices in Lincoln, Nebraska. This Agreement shall be governed by and construed in accordance with the laws of the state of Nebraska.

CUSTOMER HAVING CAREFULLY READ ALL PROVISIONS OF THIS AGREEMENT, ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND OF THE ATTACHMENTS MADE A PART HEREOF WHICH ARE A FINAL EXPRESSION OF THE AGREEMENT OF THE PARTIES, AND THE COMPLETE AND EXCLUSIVE STATEMENT OF TERMS AGREED UPON, ALL PRIOR AGREEMENTS AND UNDERSTANDINGS BEING MERGED HEREIN AND THAT THERE ARE NO REPRESENTATIONS, WARRANTIES, OR STIPULATIONS, EITHER ORAL OR WRITTEN, NOT HEREIN CONTAINED.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be properly executed intending that it shall be legally binding upon them and their respective successors and assigns.

CUSTOMER:	STANLEY SECURITY SOLUTIONS, INC		
	$\int \int \int d^{3}x dx dx$		
	Mother		
Ву:	By: /		
Title:	Title: CTO		
Date:	Date: 10/4/10		
Attachments: Exhibit A :Terms and Conditions for Arial® Software Maintenance Plan			

Arial® Communications System Sales and Installation Agreement Arial® Communications System Equipment (Stanley's Quotation) Stanley's Software License Agreement

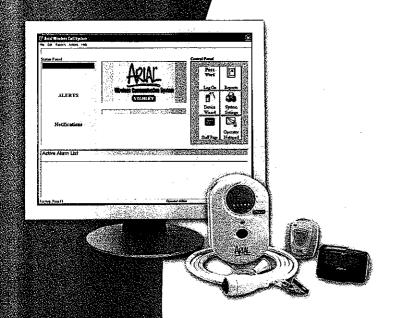
## **EXHIBIT E**

Customer Assistance. Customer has provided Stanley with full and accurate information as to the (a) Facility Floor Plan and agrees to:

- (a) allow Stanley employees or agents free access to the Facility at all hours consistent with the requirements of the installation.
- (b) assure that the Facility meets environmental requirements set forth in the Arial® Users Manual and Installation Instructions, and obtain the consent of the landlord or mortgagor or other third parties having an interest in the Facility, to install the Arial Communications System.
- (c) obtain any necessary state or local building or usage permits, licenses and approvals, and other authorizations required by state administrative agencies or the Federal Communications Commission in order to install and operate the Arial® Communications System in the Facility in accordance with the rules and regulations of any applicable federal, state or local regulatory agency. Neither Stanley nor any of its employees is an agent or representative of the Customer in FCC or state regulatory matters or otherwise. Stanley, however, may assist in the preparation of the license application with the Customer.
- (d) provide suitable space required for the installation and operation of the Arial® Communications System. Customer shall remove any shortwave or other radio equipment from the Facility that could impair the Arial® Communications System function, or install any necessary filters on equipment that could impair Stanley Arial® Communications System function.
- (e) provide a secure storage area at the Facility or at such other location as Customer may designate where the Arial® Communications System can be stored pending installation.
- (f) make available an analog phone line for use in troubleshooting the Arial® system remotely; to include systems utilizing an integration PC shall have an analog phone line available for troubleshooting purposes.
- (g) appoint at least one "System Administrator" who shall be responsible for learning the Arial® system and who shall be given access to all system password levels.
- (h) provide 110-120 VAC electrical outlets for each Arial® Central Monitoring Station and Printer, Wireless Repeater, and Remote Display (and for each Door Monitor, Magnetic Lock, and Wireless Remote Annunciator, if installing the WanderGuard® Departure Alert System with the Arial® Communications System).
- (i) any required connections to a fire panel or other fire alarm connection point will be done by a qualified fire alarm technician in accordance with state and local codes. Coordination and related expenses of such fire alarm technicians will be solely the responsibility of Customer. Access through fire walls will also be present or provided in compliance with local codes. Unusual building construction, i.e. areas known to present wire run difficulties, will be disclosed to Stanley prior to quotation of installation charges.
- (j) dedicate the Arial® Central Monitoring Station Hardware exclusively to the operation of the Arial® Software and agrees not to use such hardware to operate any other computer programs or software not supplied by Stanley. Customer also agrees to not network Arial® Central Monitoring Station Hardware with other computer system networks that are not installed by Stanley unless approved and directed by Stanley when required for operation of Arial® system software or hardware. In instances where the Arial® central monitoring station is connected to a network not installed and configured by Stanley, Stanley will not be responsible for disruptions of Arial® services or any consequences resulting from said disruptions that are caused by outages of the third party network or by changes made to this network. Customer is responsible for any costs associated with configuring or servicing networks not installed by Stanley including but not limited to the costs of labor for Information Technology specialists, network cabling, network hardware, and subscription costs for access to the Internet.

(k) provide Stanley on a timely basis with specific user requirements for the configuration of paging zones, including resident room numbers, the location of call points, escalation settings within the Arial® Communication System, and such other information as Stanley may reasonably request prior to commencement of the system installation. Return trips by Stanley technicians to configure paging zones and escalation settings or when other specific user requirements are not provided as such may result in additional trip and labor charges to the Customer.

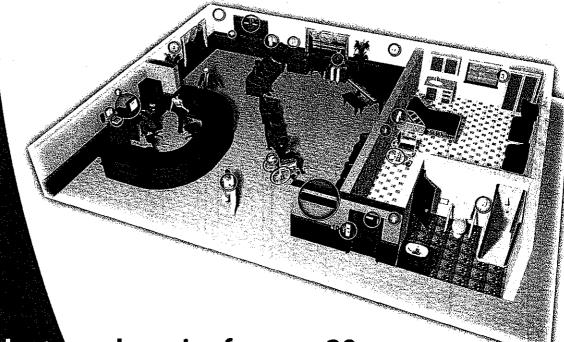
want a customizable, integrable call system that's versatile yet easy to use.
Where do I find that?



# ARIAL Wireless Communication System

Arial helps you provide a higher caliber of care with flexible nurse call options specific to your needs and your budget, with the freedom to expand over time.

Arial nurse call devices constantly report their status to the Arial system. Staff members will be informed if a battery runs low, if a transmitter isn't working properly, or if a transmitter leaves the coverage area.



From the makers of

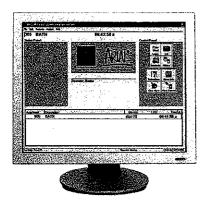
Trusted products and service for over 20 years.

Call 800-824-2996 or visit www.seniortechnologies.com



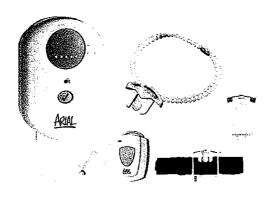
## Reducing jisk, increasing saleby and optimizing start time needs

# more than an emergency call system.



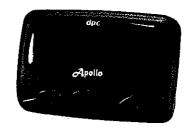
# Arial Wireless Communication System

- Nurse call system for personal monitoring needs of over 1,000 patients/residents
- Receives calls for help from wall transmitters, personal pendants, or blow tubes at the central monitoring station and at pagers carried by staff
- State-of-the-art 900MHz wireless technology
- Integrates with smoke detectors, door/window transmitters, passive infrared detectors, and other personal monitoring devices from Stanley-Senior Technologies
- Records call history to help managers develop better protocols for quicker response times
- Can augment wired systems to accommodate your facility's growth
- Integrable with other Stanley-Senior Technologies products to achieve additional monitoring, e.g. wanderer management, fall monitoring, and locking



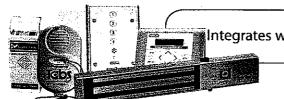
## Arial Transmitters Model 54036, 54037, 54057 and 59050

- Wall transmitters available with check-in or reset features built in
- Water resistant wall and pendant models available
- Fully supervised (self-testing)
- · Low battery alert
- User-replaceable, long-life lithium battery
- Braille lettering on wall transmitter button
- Adjustable length pullcord for wall transmitter
- Easy to install slide and lock wall bracket
- · Red light flashes when a call is sent
- Wireless locator to identify approximate location of pendant/ transmitter calls
- Necklace and belt clips included with pendant; optional wristband clip and accessory kit available
- Expandable system allows additional transmitters as your facility grows



# Arial Paging Options Model 52111, 52112 and 52113

- The Apollo features a mid-sized case with a larger screen, covered LED and increased durability
- 14 selectable alert tones
- Unread message notification
- · Silent vibrating alert
- Backlit display for low light environments
- 26-slot message capacity
- 16 month, date, year, time display
- Zoom feature for bigger text
- · Daily alarm set
- · Duplicate message detection
- Programmable for 2 or 4 line messages
- Total character memory: 32,000
- Uses one AAA battery
- Available with 30-day, 90-day, or 1-year warranty
- Paging zones can be customized specifically for your facility



Integrates with WanderGuard®, TABS® and Bed-Check® products

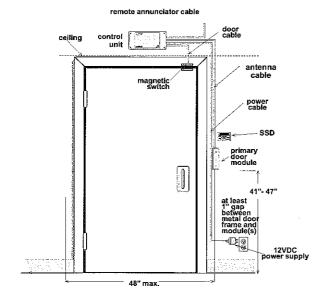


Call 800-824-2996 or visit www.seniortechnologies.com

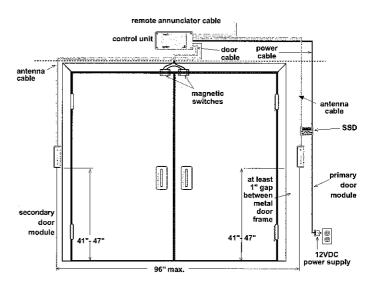
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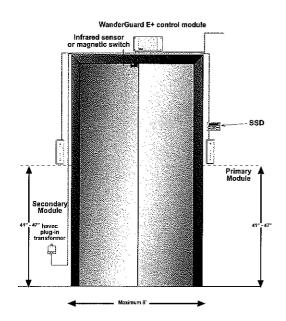
## **Single Door Application**



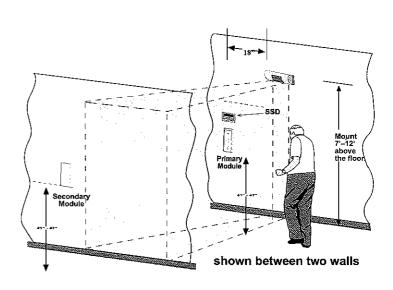
## **Double Door Application**



# Elevator Entrance with Passive Infrared Sensor



# Hallway Application with Passive Infrared Sensor



## **Specifications**

Receiver dimensions: 8.5" x 4.25" x 1.75"

Antenna dimensions: 7.5" x 2.4" x1.6"

System Status dimensions: 4.5" x 5.5" x 1.5"

Receiver weight: 2 lbs

Antenna weight: 1.5 lbs

System Status weight: .5 lbs

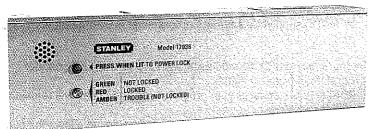
Electrical requirements: 120 VAC

Audible alarm: Approximately 80 decibels at 36"

## WanderGuard® Delayed Egress Magnetic Locks

17000 Series





Model 17036 The Stanley mag lock features a stronger holding force for areas where high security is needed.



Residual magnetism	O lbs.
Voltage	12 or 24 VDC
	(UL 294 Power Supply)
Current (maximum)	525 mA @ 12Vdc
	275 mA @ 24Vdc
Door Status Relay Output	Form "A" contact
	500 mA @ 24 VDC
Alarm Relay Output	Form "A" contact
	500 mA @ 24 VDC
Lock Size	10 1/2" x 1 5/8" x 2 5/8"
Finish	Anodized Brushed Aluminum

Residual magnetism	O lbs.	
Voltage	12 VDC	
Current (maximum)	400 mA @ 12V	
Door Status Relay Output	Form "B" contact	
	1A @ 24 VDC	
Lock Size	11 3/8" x 1" x 1 3/4"	
Finish	Anodized Brushed	
	Aluminum	

Model 17300 The WanderGuard mini-magnet offers a discreet appearance with a slimmer, more compact design.





#### STANDARD FEATURES

- ▲ NFPA Life Safety Code 101® compliant
- ▲ IBC code compliant
- ▲ UL® listed (US and Canada)
- Watchdog circuitry
- ▲ Lock status indicator
- Proximity sensor technology
- Multiple egress delays
- No keyfob required for reset
- ▲ Fully self-contained circuitry

#### **OPTIONAL FEATURES**

- ▲ Indoor & outdoor programmable keypads
- ▲ Local and central keyed kill switches
- ▲ Fire alarm relays
- ▲ Digital timer
- Remote annunciators
- ▲ Stanley departure alert systems
- ▲ Software driven data collection and reporting

Stanley Delayed Egress Magnetic Locks are used on perimeter exit doors and internal fire doors to block unauthorized exit and entry while providing a safe means of escape during a fire or other catastrophic emergency.

When someone attempts to exit through a door protected by a Stanley delayed egress lock, an alarm sounds, alerting staff before the door unlocks. Delayed egress locks provide a "nuisance cycle" and an "egress cycle." The "nuisance cycle" requires constant pressure on the door between 0-3 seconds* to activate the egress cycle. Once the "egress cycle" is activated, the door remains locked for 15 to 30 seconds*, giving staff time to respond to the unauthorized exit, or if during a fire or other life threatening emergency, unlocks allowing life saving egress.

The locks can easily be retrofitted into existing structures or new construction, because all electronics are built into the magnet's wiring compartment.



^{*} Depending on local fire and building codes.

## TANLEY Access Control



Indoor Keypad 15605

Outdoor Keypad 15615







Pressure Sensitive Keypad 15625

Keypads

Specifically designed for Stanley by IEI®, our access control systems offer cost-effective solutions with the highest standards in reliability and durability. The elegant design blends in with any décor and accepts power from a 12-24V AC/DC supply. No separate programmer is ever needed.

#### Features:

- Keypad Programming All programming is performed using the keypad with LED/sounder quidance. Codes may be programmed from 1-6 digits.
- Memory Non-volatile EEPROM memory ensures your programming and codes will remain in place even if power is removed for seconds or years.
- Lock Release Relay The sturdy 8 amp Form C relay plus simple programming allows the output to toggle (by code) or time from 1-90 seconds.
- Propped Door Alarm Output* The keypad can monitor the door position switch (with magnetic switch assembly included) and alert you when the door is propped open longer than the programmed door time.
- Alarm Zone Shunt Output/Secondary Output*
- Door Position Sensor Input Monitors the door's position and immediately relocks the door after a person inserts the valid code and enters the facility. This prevents unwanted "tailgating."
- Forced Door Alarm Output* With the door position sensor input, unauthorized entrances are detected.
- *Outputs may be converted to 1 amp, Form-C relays by adding an optional Auxiliary Relay board.

## IEI® – Pressure Sensitive Request to Exit/Access Button

- · For primary and heavy traffic doors
- · Totally waterproof
- No back box required
- · Solid state pressure sensitive switch
- . Comes with three durable labels: push to exit, push to enter, and Spanish
- · No additional power required

Stopper Station® Kill Switch 0200-134



The Stopper Station® can be used for numerous access control applications, including emergency exit and central kill switch applications. The unique design helps to reduce accidental activation, and the push and key reset helps to ensure an alarm is not prematurely shut off. Tested from -40° F to 120° F for indoor and outdoor applications. UL® and cUL® listed.

- ADA compliant
- 5VA flammability rating on back plate and spacer
- Interchangeable or replaceable N.O. or N.C., SPST gold plated contact blocks rated for 3 amps @600 VAC or 1 amp @250 VDC
- Push to activate and key capture for reset

Power Supply 15560

Altronix® Power Supply

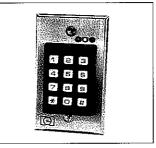
- Converts a 115 VAC/60Hz input to a switch selectable 12VDC or 24VDC power limited output
- UL® listed and approved by NYC Dept. of Buildings (MEA) and California State Fire Marshal
- NFPA 72 compliant
- AC input and DC output LED indicators
- AC fail supervision (form "C" contacts)
- Short circuit and thermal overload protection
- Optional battery back-up features a built-in charger and automatic switch over when AC fails

License Information: AL 416. AZ ROC 155727. AR E97-057. CA ACO-4669, C-28 C-7 819438, LOC 838. CT 185471 Type C5. FL EF-20000704. HI C-22540. IL 192-000115 (191-000669), 127-000994. MA Electrical 15655E, 17293A, Security System SS CO 000372, SS CO 000652. NV 49346, 49706. NY 12000268710 Licensed by the N.Y.S. Department of State. OK 656. TN 235. TX B07117. WV WV031496. Stopper Station is a registered trademark of Safety Technology International, inc. Altronix is a registered trademark of Altronix Corp. BOCA is a registered trademark of International Code Council. UL and cUL are registered trademarks of Underwriters Laboratories and Canadian Underwriters Laboratories. IEI is a registered trademark of International Electronics, Inc. ©2008-2010 Stanley Security Solutions, Inc. DOC-12-17001-AJ. Stanley Healthcare Solutions, 1550 N. 20th Circle, Lincoln, NE 68503

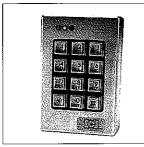


## **WanderGuard®**

## **Access Control**

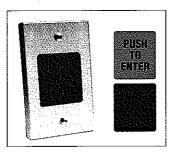


Indoor Keypad Model 15605



Outdoor Model 15615

#### Request to Exit Buttons



Pressure Sensitive Model 15625

## **Keypads**

Specifically designed for Stanley by IEI®, our access control systems offer cost-effective solutions with the highest standards in reliability and durability. The elegant design blends in with any décor and accepts power from a 12-24V AC/DC supply. No separate programmer is ever needed.

#### Features:

- Keypad Programming All programming is performed using the keypad with LED/sounder guidance. Codes may be programmed from 1-6 digits.
- Memory Non-volatile EEPROM memory ensures your programming and codes will remain in place even if power is removed for seconds or years.
- Lock Release Relay The sturdy 8 amp Form C relay plus simple programming, allows the output to toggle (by code) or time from 1-90 seconds.
- Propped Door Alarm Output* The keypad can monitor the door position switch (with magnetic switch assembly included) and alert you when the door is propped open longer than the programmed door time.
- Alarm Zone Shunt Output/Secondary Output*
- Door Position Sensor Input This feature monitors the door's position and immediately relocks the door after a person inserts the valid code and enters the facility. This prevents unwanted "tailgating."
- Forced Door Alarm Output* With the door position sensor input, unauthorized entrances are detected.

## IEI® - Pressure Sensitive Request to Exit/Access Button

- For primary and heavy traffic doors
- Totally waterproof
- No back box required
- Solid state pressure sensitive switch
- Comes with three durable labels: push to exit, push to enter, and Spanish
- No additional power required



Toll-Free: 800-824-4478

Office: **402-475-4002** Fax: **402-475-4281** 

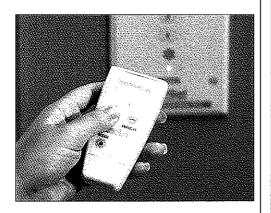
Website: www.seniortechnologies.com

stOutputs may be converted to 1 amp, Form-C relays by adding an optional Auxiliary Relay board.



## **WanderGuard®**

## **Departure Alert System**

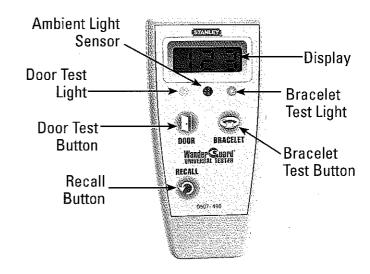


## **Standard Features**

- ▲ Checks bracelet for proper operation
- Remembers last bracelet test via recall button
- △ Identifies end-of-service bracelets
- Back-lit display
- ▲ Multi-color test result indicator
- △ Tests door coverage and door alarms
- ▲ Equipped with intelligent ambient light-sensing technology
- ▲ Built-in low-battery warning
- Designed for a minimum of 2 years service

# WanderGuard Universal Tester Model 18029

The Universal Tester has been designed to provide a simple and effective way to test your WanderGuard ID System. It is a wireless portable device for testing WanderGuard ID signaling device bracelets and for testing working operation for WanderGuard ID door monitors and door alarms.



## **Specifications**

Dimensions: 4" x 2" x .75"

Weight: 2.4 oz

Power requirements: Long life/non-replaceable battery



**Healthcare Solutions** 

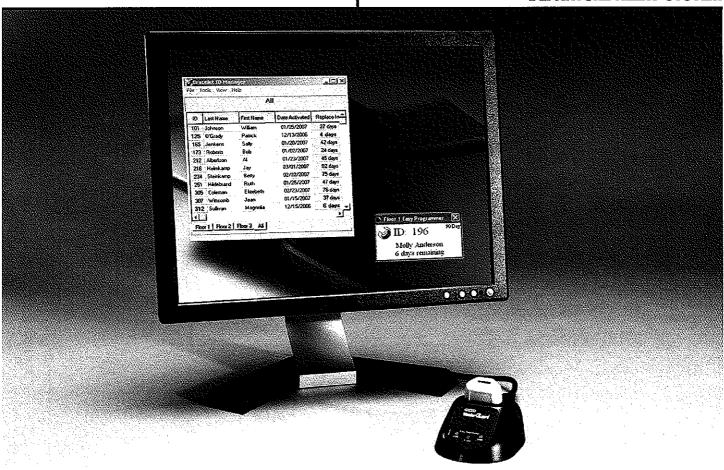
Toll-Free: 800-824-4494

Office: 402-475-4002 Fax: 402-475-4281

www.stanleyhealthcare.com

# WanderGuard® Easy Programmer Model 18021





#### Overview:

The Easy Programmer is a simple and effective way to program the WanderGuard ID signaling device bracelets with their own unique three digit identification number. The Easy Programmer will program the WanderGuard® 90-day signaling device bracelet Model 36010. The WanderGuard ID Bracelet Manager is an on-board management database which stores all the bracelet data on both the Easy Programmer and the computer providing an automatic backup feature.

#### Features:

Easy Programmer Includes:

- Unit, CD software, and USB connecting cable
- Assigns unique 3 digit identification numbers to each signaling device
- Reporting capabilities including signaling device expiration
- Integrates with Arial® Wireless Communication System

## **Specifications:**

• Dimensions: 4" x 2.75" x 1.50"

• Weight: Approximately 3 oz.

• Power: Computer Enabled Power

Computer Software Required: Windows XP
 Operating System with Service Pack 2 or higher

• USB connection: Required



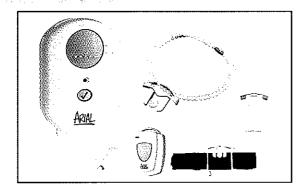


Toll-Free: 800-824-4478

Office: 402-475-4002 Fax: 402-475-4281

Website: www.seniortechnologies.com





## Standard Features

- ▲ Low battery alert
- △ User-replaceable, long-life lithium battery
- MWater-resistant pendant transmitter
- △ Braille lettering on wall transmitter button
- ▲ Adjustable length pullcord for wall transmitter
- △ Easy to install slide and lock wall bracket
- A Red light flashes when a call is sent
- A Reset / check-in button feature built in

#### Benefits

- △ Single or double push button cords for monitoring two residents (wall transmitter only)
- △ Wristband (pendant transmitter)
- Additional wall mounting brackets
- △ Wireless locator to identify approximate location of pendant/transmitter calls

## Specifications

- △ Power: 3V lithium battery
- △ Frequency: 900 MHz spread spectrum, 100 KHz bandwidth
- ⊿ Wall Transmitter

Dimensions: 3.4" x 5" x 1.4"

Weight: 4.8 oz.

Dimensions: 1.6" x 2.9" x 7.2"

Weight: 1.4 oz.

## Avial Transmitters

Arial' transmitters enable your residents to place calls to staff from anywhere within the system coverage area. Residents gain independence to pursue their own interests, and the peace of mind knowing help is only a push button away.

The Arial' system offers versatility. The lightweight, water-resistant pendant transmitter can be worn as a necklace, on a belt, or with an optional wristband. Wall transmitters include slide and lock brackets. Installing additional brackets makes it easy for you to utilize a single transmitter in multiple locations.

With the Arial* system, a call for assistance is activated by pressing the extra-large wall transmitter button, by pulling the adjustable length pullcord, or by pressing the pendant transmitter button. You may also use optional push-button cords with the wall transmitter for non-ambulatory residents.

The check-in button on the 54036 wall transmitter enables residents to send an "all-ok" message. This allows staff to quickly account for all residents with a daily report. The same button provides call reset on both the 54036 and 54037 models.

You'll feel more confident knowing Arial is a fully supervised system that tests itself and will alert you if a transmitter is not functioning or has a low battery. Arial is an expandable system that allows you to economically add transmitters as your facility grows.

#### **Available Models:**

Wall Transmitter with Check-in

Model #54036

Necklace clip (included)

**Pendant Options:** 

Belt clip (included)

**Wall Transmitter with Reset** 

Model #54037

Wristband clip

8 inch - #0707-205

10 inch - # 0707-220

**Water Resistant Wall Transmitter** 

Model #54057

Model #59050

**Pendant Accessory Kit** 

#0707-586

(chain, clip, and belt clip)

echnologies™

Toll-Free: 800-824-4494 Office: 402-475-4002

Water Resistant Pendant

Fax: 402-475-4281

Web: www.seniortechnologies.com



## **Arial®**

## **Wireless Communication System**

## **Standard Features**

- ▲ Receives signals from:
  - Portable pendants
  - Fixed wall transmitters
  - Smoke detectors
  - · PIR sensors

## Optional accessory kit includes:

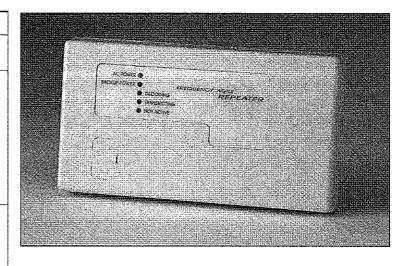
- 12 volt battery backup
- Weatherproof housing
- Easy installation

## **Benefits**

- ▲ Increases range of your system
- Virtually unlimited repeaters in any facility

## **Specifications**

- Power: 14 V AC wall transformer
- → Frequency: 900 MHz spread spectrum
- **■** Bandwidth: 100 KHz
- ▲ Dimensions: 6.3" x 3.6" x 1.1"
- Weight: 6.9ⁿ



## **Arial Wireless Repeater**

The Arial wireless repeater increases the range of your Arial system without expensive hardwiring. The wireless repeater picks up radio signals from call transmitters and other repeaters, then amplifies and retransmits the signals to the wireless receiver.

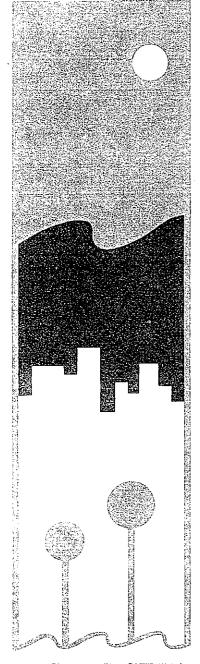
An AC transformer (included) plugs into any standard electrical outlet to power the wall mounted wireless repeater. In the event of a power outage, the wireless repeater can be backed up by an optional interior 12V battery, which is recharged by a battery charging circuit. The weatherproof accessory kit allows you to mount repeaters outdoors, enabling coverage of courtyards and other campus areas. The repeater has a low battery alert to indicate when the battery should be replaced.



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Website: www.seniortechnologies.com



AAAPGAAAA

# CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV031496

Classification:

. W DECEMB

STANLEY SECURITY SOLUTIONS INC DBA STANLEY SECURITY SOLUTIONS INC 6161 8 75TH STREET LICENSING INDIANAPOLIS, IN 46250

Date Issued

**Expiration Date** 

OCTOBER 02, 2009

OCTOBER 02, 2010

Authorized Company Signature

Chair, West Virginia Contractor

Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

Agency State of WV Healthand
REQ.P.O# HOPITO 53 Human
Resources

## **BID BOND**

Stanley Security Solutions, Inc.
d,, as Principal, andSafeco Insurance Compan of America
n organized and existing under the laws of the State of, as Surety, are held and firmly bound unto the State  at bid (\$5% of amount bid) for the payment of which,  administrators, executors, successors and assigns.
cipal has submilled to the Purchasing Section of the made a part hereof, to enter into a contract in writing for
a contract in accordance with the bid or proposal attached or proposal, and shall in all other respects perform the se null and void, otherwise this obligation shall remain in full e Surety for any and all claims hereunder shall, in no event, at the obligations of said Surety and its bond shall be in no see may accept such bid, and said Surety does hereby their hands and seals, and such of them as are corporations is to be signed by their proper officers, this
Stanley Security Solutions, Inc.
(Must be President of VicePresident VicePresident Craig A. Douglas Treasurer  (Tille)  Safeco Insurance Company of America
(Name of Surety)  Altorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surely insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

# POWER OF ATTORNEY

9864

KNOW ALL BY THESE	nercrure.	No. 9864	
That SAFECO INSURA	ANCE COMPANY OF AMERICA as does each hereby appoint	d GENERAL INSURANCE COM	PANY OF AMERICA, each a
*****DIANE BASCON	1; SERENA LUO; KIMBERLY M. RAD	ZIEWICZ; ANGELA STELLY; Glas	tonbury, Connecticut*****
documents of a similar of IN WITNESS WHERE	ey(s)-in-fact, with full authority to exec haracter issued in the course of its bus OF, SAFECO INSURANCE COMPA xecuted and attested these presents	ness, and to bind the respective con NY OF AMERICA and GENERA	npany thereby. L INSURANCE COMPANY OF
this	18th	day of	, 2010 .
Dexter Q. fayy		TAMilalaje	wslu.
Dexter R. Legg, Secret		Timothy A. Mikolajewski,	Vice President
	Extract from the By-Laws of SAFEC	TIFICATE O INSURANCE COMPANY OF AM NCE COMPANY OF AMERICA:	ERICA
attomeys-in-fact or unde other documents of simil- such appointment, the s undertaking of the comp provided, however, that the Extract from	hat purpose by the officer in charge of r other appropriate titles with authority ar character issued by the company in signatures may be affixed by facsimil- pany, the seal, or a facsimile thereof, the seal shall not be necessary to the vary in a Resolution of the Board of Directors and of GENERAL INSURANCE COMP	to execute on behalf of the compa the course of its business On any e. On any instrument conferring su may be impressed or affixed or in illdily of any such instrument or under of SAFECO INSURANCE COMPA	my fidelity and surety bonds and instrument making or evidencing ich authority or on any bond on any other manner reproduced ortaking."  NY OF AMERICA
"On any certificate exect (i) The provision (ii) A copy of the (iii) Certifying tha	uted by the Secretary or an assistant se as of Article V, Section 13 of the By-Lav a power-of-attorney appointment, exect at said power-of-attorney appointment is bying officer may be by facsimile, and the	cretary of the Company setting out, /s, and tled pursuant thereto, and in full force and effect,	
OF AMERICA, do hereby	retary of SAFECO INSURANCE COM r certify that the foregoing extracts of th wer of Attorney issued pursuant thereto, I in full force and effect.	e By-Laws and of a Resolution of the	Board of Directors of these
IN WITNESS WHEREOF	, I have hereunto set my hand and a	fixed the facsimile seal of said co	rporation
(i	11s5th	day of octioner	2010.
SEAL 1953	CORPORATE SEAL SEAL SEAL SEAL SEAL SEAL SEAL SEA	Duxler Dexter R.	G, Legg Legg, Secretary

Rev March 2009



# State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STATE OF Nebraska
COUNTY OF Lancaster, TO-WIT:
I, Pat Severson, after being first duly sworn, depose and state as follows:
1. I am an employee of Stanley Security Solutions, In Cand, (Company Name)
2. I do hereby attest that Stanley Security Solutions, Inc, (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with <b>West Virginia Code</b> §21-1D-5.
The above statements are sworn to under the penalty of perjury.
Stanley Security Solutions, Inc. (Company Name)
By: Noth
Title: CFO
Date: 10/4/10
Taken, subscribed and sworn to before me this 4th day of October, 2010
By Commission expires
(Seal)  GENERAL NOTARY-State of Nebraska BRENDA J. COUFAL My Comm. Exp. June 11, 2012  My Comm. Exp. June 11, 2012  (Notary Public)
THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF
THE BID.  Rev March 2009

RFQ No. HOP 11053

# STATE OF WEST VIRGINIA Purchasing Division

## **PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

#### **DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE	
Vendor's Name: Stankey Security Solut	tions, Inc.
Authorized Signature:	Date: 10/4/10
State of Nebraska	
County of Lancaster, to-wit:	
Taken, subscribed, and sworn to before me this 4th day of Octob	er 2016
My Commission expires June 11, 20/2.	
AFFIX SEAL HERE NOTARY PUBL	ic Brenda J. Confal

