

Honeywell **FILE COPY**

Instant Alert for Schools

This proposal has been prepared for:

Randolph School District

Agreement #

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Date submitted: *May 15, 2013*

All information contained herein is Honeywell Confidential and Proprietary.

This proposal is valid 90 days from the date noted above.

EXECUTIVE SUMMARY

Honeywell Instant Alert™ for Schools is a web based emergency notification and communication service designed to provide School Administrators a way to rapidly, effectively and accurately reach every student's family in an emergency and provide a definitive course of action with confidence.

Honeywell Instant Alert™ allows schools to prepare for any emergency situation, such as fires, weather emergencies, accidents, bomb threats or other dangerous conditions, decreasing the effort required to communicate important information in a timely manner. Since families control how they are contacted, there is much greater likelihood that right people are reached. Teachers and staff can stay focused on the needs of students during an emergency. The net result is greater safety for students, plus increased peace of mind for parents, teachers and administrators.

Honeywell Instant Alert can also be used to send routine communications to student's families – creating a greater connection between the school and parents. School administrators have the ability to subgroup the student body to deliver more routine messages (e.g. change to a sporting event schedule) to only those families that need to receive the message.

For schools concerned with immediately communicating with parents about their children's well being, and for parents concerned with receiving information about their children in the event of an emergency, Honeywell Instant Alert™ for Schools to provide a fast and accurate communication link from the school to the parents.

As the leader in facility solutions for over 110 years, Honeywell has the experience and expertise to help you proactively manage student and staff safety and security. For just a few dollars a year per student, Honeywell can provide you with peace and mind and confidence that your school is better prepared for an emergency.

Instant Alert - Service Agreement

No. Randolph School District

This Agreement is made and entered into this 15th day of May, 2013

between Honeywell International Inc., by and through its Automation and Control Solutions business located in Minneapolis, Minnesota Randolph School District ("Customer") and ("Honeywell") and

1. Service

Honeywell agrees to provide the Honeywell Instant Alert™ for Schools Service during the term of this Agreement, for members (faculty, students, and first responders) of Customer located at: Randolph School District (511 Millbrook Ave, Randolph, NJ 07869) Pete Emmel, IT Manager pemmel@rtnj.org 973-361-2400

2. Term

This Agreement shall remain in force for an initial term of 36 months from the date the system first becomes operative (defined as issuance of administrative user names and passwords), and will automatically renew for consecutive one year terms, unless either party provides written notice at least sixty (60) days prior to the end of the original or any renewal term of intent to terminate the Agreement at the end of the current term, or terminated as provided in this Agreement.

3. Payment and Scope (prices do not include applicable state and local sales or use tax):

A. Payment – Customer agrees to pay Honeywell:

Per year, payable [X] annually, [] semi-annually, [] quarterly, in advance commencing on the first (1st) day of the month following the date the system becomes operative. Honeywell will review the number of members annually, and adjust fees accordingly. Service price based on 5,400 students and staff (sold in blocks of 50) at \$2.00 per member per year for an annual charge of \$10,800.00.

Multi-year Pricing:

- Year 1: \$10,800.00 (one time training/implementation/setup fee of \$250 waived)
Year 2: \$10,800.00
Year 3: \$10,800.00

Effective date: 1 July 2013.

B. Services (see attached Schedule of Services)

C. Ownership of Equipment and Data. Honeywell or its assignee will own the equipment and database architecture. Ownership of the underlying data and its integrity remains the responsibility of Customer.

4. Limits of Liability

A. It is agreed by the parties that Honeywell is providing a notification service designed to facilitate the Customer's communications with its members; that the payments provided are based solely on the value of the services described and are unrelated to the value of anything else; that Honeywell is not liable for losses, damages, or emotional distress which may occur in cases of malfunction or non function of service provided by Honeywell; that Honeywell is not liable for losses which may occur in the repairing, signal handling or any other aspect of the service, unless it is due to negligence or failure of performance by Honeywell; Honeywell is not liable for losses, damages, or emotional distress resulting from failures of telecommunication systems, network providers, or power providers to either the Customer Site or Honeywell's service sites.

B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SERVICE PROVIDED, DUE TO THE UNCERTAIN VALUE OF CUSTOMER'S SITUATION WHICH MAY BE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DO, INABILITY OF HONEYWELL TO GUARANTEE ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE OUTCOMES. THEREFORE IF ARTICLE 4A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON HONEYWELL, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO TWO MONTHS SERVICE CHARGES. THIS SUM SHALL BE PAID AND RECEIVED EITHER (i) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE HONEYWELL'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE,

Initials ____ Date ____

OF HONEYWELL, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST HONEYWELL MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREOF.

- C. Customer will be responsible for the consequences of any instructions to Honeywell, for Customer's failure to use the Services in the manner prescribed by Honeywell, and any failure by Customer to supply accurate input information. Honeywell's sole liability to Customer or any third party for claims of any type or character arising from errors or omissions in the service that Honeywell may have caused is to correct the affected Customer data .
- D. SINCE THE PARTIES AGREE THAT CUSTOMER RETAINS SOLE RESPONSIBILITY FOR COMMUNICATING WITH ITS MEMBERS, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS HONEYWELL, ITS EMPLOYEES, ASSIGNS AND AGENTS, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM.
- E. IN NO EVENT WILL HONEYWELL, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. HONEYWELL MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM.
- F. Paragraphs A through E of the Article 4 shall apply to any other company or entity which, in addition to Honeywell, promotes, markets or endorses the installation or maintenance provided hereunder.

5. Entire Agreement

The parties agree that this Agreement, including the attached Schedule of Services, constitutes the entire Agreement between them, and supersedes and replaces all prior understandings or agreements, whether oral or written, relating to this service. This Agreement may not be changed or modified except in writing, signed by an authorized representative of Honeywell. The parties agree that the terms and conditions of this Agreement will govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other Customer document. Honeywell will not be bound by this Agreement until an authorized Honeywell representative approves it. Customer acknowledges that it has read this entire Agreement and agrees to be bound by all its terms and conditions.

6. Taxes and Changes to Service

- A. Customer will pay all City, State or Federal taxes, fees or charges imposed upon the performance of the service, including all increases in charges to contractor for facilities required for transmission of signals under this Agreement.
- B. Charges in Article 3 assume system setup and training will be performed during Honeywell's normal working hours using its own personnel. If Customer requests setup or training outside ordinary business hours, set-up fees are subject to revision.
- C. Customer agrees to pay for any changes to the service required by any government agency. Customer shall obtain all necessary permits required.
- D. Charges in Article 3 are based on service specified in the Schedule of Services. Customer will pay for all additional work, equipment or service requested or required.
- E. Honeywell is entitled to charge the legal rate of interest or, at Honeywell's option, an amount equal to 7.5% on any delinquent balance. A balance becomes delinquent 30 days after payment is due under Article 3. Honeywell is entitled to stop service if Customer is delinquent on any payment.

7. Obligations of Customer

- A. Customer, at its own expense, shall supply appropriate and in good working order electrical, telecommunication and network infrastructure, including Personal Computers to access the service, according to Honeywell's requirements.
- B. Customer shall furnish Honeywell a database of member information in electronic form on either CD-Rom, IBM PC readable disk, or via FTP upload. Customer shall verify the accuracy of the information in the converted database and update it as necessary via a web page provided by Honeywell.
- C. Customer is responsible for entering all data required to establish Groups and maintaining Groups via a web page provided by Honeywell.
- D. Customer must permit Honeywell access to the premises for any reason arising out of or in connection with Honeywell's rights or obligations under this Agreement.
- E. Any claim by Customer of improper installation or defect in the system must be made in writing to Honeywell within 30-days of installation.
- F. Customer represents and warrants that it is the owner of the data provided to Honeywell, and it agrees and consents to the conversion of the data. Customer shall indemnify and hold Honeywell harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty. It is mutually agreed that the Customer assumes full responsibility for the data entered into the system and any errors that result. Customer is responsible for obtaining written consent from each family whose data is included in the database.

8. Obligations of Honeywell; Limitations

- A. In the event Honeywell's service sites, telephone lines or wires are, by any cause beyond the control of Honeywell, destroyed or so substantially damaged that it is commercially impractical to continue service to Customer, Honeywell will not be required to provide service while any such cause continues.
- B. Customer understands that service is dependent on the public Internet, which is outside Honeywell's control. There will be times when any radio frequency method, such as cellular, public, or private radio systems, cannot transmit a signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method utilized under this Agreement also can experience an inability to communicate alerts signals. Customer agrees that it is solely responsible for selecting of the type of communication method to be used and determining whether the utilization of multiple communication methods is required. It is understood that the communication method provider is not an agent of Honeywell and Honeywell will not be liable for the communication method provider's negligent performance or delay in performance.

9. Termination

- A. Honeywell may terminate this Agreement immediately upon written notice:
 - i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of the monies due and for the unexpired term of the Agreement will become immediately due and payable, together with interest at the maximum legally allowable rate. Customer agrees to pay attorney and/or collection fees, defined as an additional thirty-five percent (35%) of the outstanding balance owed, incurred in collecting Customer's account; or
 - ii. In the event Honeywell's Customer Service Center, the telephone lines, wires or Honeywell's equipment within Customer premises are, by any cause beyond the control of Honeywell, destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or
 - iii. As provided in Article 2 relating to expiration and Article 10 relating to assignment.
- B. Customer may terminate the Agreement provided the following:
 - i. Upon 90 days written notice and agreement to pay a termination fee equal to 50% of the value of the remaining payments due under the Agreement through the end of the current term. Customer will pay the termination fee within 30 days of termination. If termination is due to non-appropriation of funds for communication service, the termination fee will comply with applicable legislation provided Customer does not procure replacement service. If Customer procures replacement service, Customer will pay the termination fee as described.
 - ii. As provided in Article 2 relating to expiration; Article 3(A) relating to price increases; and Article 10 relating to assignment.

In the event this Agreement is terminated, Honeywell is entitled to disable all Customer accounts and remove all Customer data from any servers. Upon written request within 30 days of termination, Honeywell will return Customer data in print form at Customer expense. Honeywell will have no obligation to retain or maintain Customer data after the 30-day period or after its return to Customer.

10. Assignment

Honeywell may assign its right to payment, along with all terms and conditions related to that right, or any interest in the Agreement without notice to or consent of Customer. Customer may assign this Agreement with Honeywell's prior written consent, which shall not be unreasonably withheld provided that the assignee is determined to be creditworthy by Honeywell in its sole discretion. If Honeywell does not consent to Customer's assignment, Customer may terminate the Agreement; provided that if Customer is using Honeywell-owned equipment, Customer must pay Honeywell all payments remaining to be made under this Agreement through its scheduled expiration.

11. No Subrogation

Customer does hereby for itself and other parties claiming under it, release and discharge Honeywell from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Honeywell.

12. Governing Law and Dispute Resolution

This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of New Jersey.

HONEYWELL INTERNATIONAL INC.		Randolph School District (Signature: <i>Michael S. Neves</i>)	
Sales Representative <u>Peter Reddy, Account Executive</u>	Name (Print or Type): <i>Michael S. Neves</i>		
Approved and accepted by Honeywell International Inc.	Title: <i>School Business Administrator</i>		
By <u><i>Peter Reddy</i></u>	Date: <i>8/22/13</i>		
Title <u>Account Executive</u>			
Date <u>15 May 2013</u>			
NOT BINDING ON HONEYWELL WITHOUT AUTHORIZED MANAGEMENT APPROVAL SIGNATURE			

Instant Alert – Schedule of Services

No. _____

Customer to receive the following Services – referred to as “Service” in the preceding Service Agreement:

Installation Services

- i. Importing all information from the existing database and loading into Honeywell Instant Alert™ service
- ii. Software loading and setup onto server for installation off site
- iii. System testing
- iv. Training to be completed with School Administrators on system functionality
 - a. Customer will be trained during the installation and customization of the software in order to learn all aspects of the Honeywell Instant Alert™ service
 - b. Training to be scheduled upon mutually agreeable schedule that coincides with the installation of the Honeywell Instant Alert™ service
- v. Honeywell to provide Customer with two (2) copies of the user manual for school administrators to be used as a reference guide in using the system

Ongoing Features and Support Services

- i. Ability to send text messages to all members for who database information is accurate and up to date. Text messages can be sent to e-mail addresses, Personal Digital Assistants (PDAs) with e-mail capability and cell phones with text-messaging capabilities
- ii. Ability to send voice messages as part of a Red Alert to all members for who database information is accurate and up to date. A Red Alert is defined as any event during the school day that results in the early dismissal and/or relocation of all or a significant portion of the student body and requires action by families and guardians on behalf of students. Red Alert voice messages can be sent to any designated telephone number (e.g. office phone, home phone, cell phone).
- iii. Ability to create subgroups – useful when trying to communicate more tailored messages to families and guardians of groups of students.
- iv. Ability to send unlimited number of non-emergency messages to all members for who database information is accurate and up to date or subgroups of these families.
- v. Administrative access to the service from any Internet-enabled Personal Computer (PC)
- vi. Guardian Access to the service from any Internet-enabled PC
- vii. Parent control over specific contact methods to be used for different types of communication – emergency or non-emergency messages
- viii. Administrative capability to pre-create messages to streamline communications during an emergency
- ix. Administrative capability to subgroup members – administrators can assign family members to various student groups
- x. 24 hour toll-free help desk support for administrators
- xi. Instant Alert application support
- xii. If school administrator is not able to access service via an Internet-enabled PC, school administrator can call toll-free help desk to create and distribute message.
- xiii. School administrators are assigned an Account Manager who will work with school on any issues experienced with the service or support, and will identify appropriate, effective and efficient issue resolution
- xiv. Virus protection and intrusion detection are performed routinely on the service network
- xv. Annual visit to assist Customer with database maintenance

Honeywell will provide access to Services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year except during routine maintenance, which takes place during the hours of 12 am CST and 4 am CST daily, during which time the Services may be periodically unavailable.

HONEYWELL BACKGROUND

Honeywell is a pioneer in bringing comprehensive building solutions into schools. In fact, since 1985, Honeywell has helped over 1,000 school districts save hundreds of millions of dollars in energy and operational costs.

Honeywell has helped schools reduce energy and operating costs substantially by repairing, updating and maintaining building systems, adding energy management, and providing ongoing support and training for school facility staff. Honeywell takes a modular, building-block approach, so that schools get a cost-effective solution now and an affordable way to grow in the future. With energy and operational savings from more efficient buildings, schools have surplus funds to redirect to teachers, tools and technology.

Honeywell works in partnership with schools to create plans to revitalize school's infrastructure and access the technology solutions you need to help stay connected and productive. And Honeywell helps schools find affordable ways to finance these solutions.

Honeywell recognizes the critical role that student security plays in providing a safe learning environment. Honeywell offers schools a broad portfolio of security solutions, including Honeywell Instant Alert™, access control, surveillance and digital video. These solutions provide School Administrators with the confidence and peace of mind that they are doing everything possible to provide a safe environment for students and staff.

Founded in 1885, Honeywell operates worldwide from 454 locations in over 95 countries and from more than 121 locations nationwide. Honeywell is a Fortune 50 company with sales over \$25 billion.

Sampling of Districts/schools currently utilizing Honeywell Instant Alert system in New Jersey:

1. Spring Lake Heights BOE - Spring Lake Heights, NJ
2. Harding Township BOE - Harding, NJ
3. Woodbridge School District – Woodbridge, NJ
4. North Hanover BOE – Wrightstown, NJ
5. Green School District – Green, NJ
6. Lopatcong BOE – Lopatcong, NJ
7. Assumption School - Morristown, NJ
8. Monmouth Regional High School – Tinton Falls, NJ
9. Colts Neck School District - Colts Neck, NJ
10. Union Beach School District - Montville, NJ
11. West Long Branch School District – West Long Branch, NJ
12. Morris BOE - Morris, NJ
13. Newton BOE - Newton, NJ
14. Bernard BOE - Bernards, NJ
15. Holy Cross School - Rumson, NJ
16. DePaul Catholic High School - Wayne, NJ
17. Morris Catholic High School - Denville, NJ
18. St Leo Catholic School – Lincroft, NJ
19. Shore Regional School District – West Long Branch, NJ
20. Hazlet School District – Hazlet, NJ
21. Holy Innocents Catholic School – Neptune, NJ
22. St Rose of Lima School – Freehold, NJ
23. Tinton Falls School District – Tinton Falls, NJ
24. St Benedict- Holmdel, NJ
25. Academy of St Elizabeth – Convent Station, NJ
26. Pompton Lakes School District – Pompton Lakes, NJ
27. Old Bridge School District, Old Bridge NJ
28. St Rose High School – Belmar, NJ
29. West Milford School District – West Milford, NJ
30. St Christopher Catholic School – Parsippany, NJ
31. St Elizabeth Nursery School – Parsippany, NJ
32. Delbarton – Morristown, NJ
33. Gibbsboro School District – Gibbsboro, NJ
34. St Dominic's High School – Brick, NJ
35. Bridgewater School District – Bridgewater, NJ
36. Our Lady of Mt Carmel - Boonton, NJ
37. Roxbury School District - Succasunna, NJ
38. Chatham School District – Chatham, NJ
39. Madison School District – Madison, NJ

Names and Phone numbers can be provided upon request.