

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 2, 2021 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – SECURITY CAMERAS FOR CITY FACILITIES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RYAN SOUTH INFORMATION TECHNOLOGY MANAGER

SYNOPSIS

A resolution has been prepared to authorize the purchase of security cameras for the City Hall, Community Center, Community Development, Library, and Public Works facilities from Convergint Technologies on the State Contract Bid in an amount not to exceed \$95,000.00.

FISCAL IMPACT

The FY21/FY22 Biennial Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

The safety of City staff and public who frequent our facilities is very important. Video surveillance has become a standard to ensuring safety in and around government buildings. Security cameras help deter theft and crime, provide video monitoring and recording, and increase overall safety.

The Information Technology Strategic Plan adopted by City Council on January 19, 2021, identified that many City buildings do not have security cameras installed. As a result, the installation of security cameras has become a priority.

An internal work group was formed to identify and explore the surveillance needs of our facilities. Staff worked with Convergint Technologies, the same vendor who installed our Parking Garage security camera system, to perform site walkthroughs and assess each location's need for cameras and the best placement for them. As a result, proposals have been provided that will fulfill the surveillance requirements of these facilities.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF SECURITY CAMERAS FOR CITY HALL, COMMUNITY CENTER, COMMUNITY DEVELOPMENT, LIBRARY AND PUBLIC WORKS FROM CONVERGINT TECHNOLOGIES, OMAHA, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$95,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of security cameras for City Facilities is necessary; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed purchase; and

WHEREAS, Paragraph 9 of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of security cameras for City Hall, Community Center, Community Development, Library and Public Works from Convergint Technologies, Omaha, Nebraska, in an amount not to exceed \$95,000.00.

PASSED AND APPROVED THIS 2ND DAY OF NOVEMBER 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



4610 S. 133rd St. Suite 105, Omaha, Nebraska 68137
Phone 402-269-8439 Mobile 402-269-8439
matt.mccoyconvergint.com

October 22, 2021

City of La Vista
La Vista City Hall - Community Center
8116 Park View Blvd La Vista, Nebraska 68128
Attention:

Quotation: MM13333759P

Reference: La Vista Genetec Expansion

On behalf of our thousands of global colleagues, I want to personally thank you for considering Convergint Technologies for this project and for providing us with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today and in the years ahead.

Convergint has developed a strong reputation for service excellence and is the only company recognized twice as the Systems Integrator of the Year by SDM Magazine. Most recently, Convergint was ranked the 4th largest global systems integrator. This recognition is, in part, a reflection of the strong relationships Convergint has developed with the industry's top technology manufacturers. Convergint Technologies has a strong history of success with similar solutions provided to other clients and would be happy to provide these references upon request.

Our guiding principal has always been to be a customer-focused and service-based company, supported by dedicated and certified professionals who strive to make a daily difference. Our vision of becoming our customers' best service provider is what drives everything we do. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best on-going service. This service includes our 24/7 customer portal (iCare), designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for considering Convergint Technologies as your partner for your electronic security needs.

Scope of Work

- 11 Genetec Professional Device Licenses.
- 11 Genetec Advantage Device Support (1yr).
- 1 BCDVideo Network Video Appliance.
- 1 TrendNet 24 port PoE + switch.
- 1 Tripp-Lite Patch Panel and Belden patch cables.
- 2 PoE injectors for camera running off of existing Ethernet infrastructure (City of La Vista to test cabling and determine viability of existing cables).
- 6 Axis Multisensor Network Video Cameras 4X 2560 X 1440 (15MP) with Outdoor Vandal Resistant enclosures.
- 1 Axis Multisensor 180-degree camera – Vandal Resistant up to 30fps at 8.3 MP resolution (gym).
- 3 Axis compact indoor domes (1080p) for Vestibule and Lobby Areas including CD Vestibule.
- 1 Axis compact indoor dome (4MP) for Council Chamber.
- Customer to provide IT switch ports, support and IP addresses including connectivity from Community Development/Annex Building to City Hall Building back to Community Hall MDF and Convergint Switch.

Materials

Line	Qty	Part	Description
1		Sourcewell Contract 031517-CTL	
2		COMMUNITY CENTER/CITY HALL	
3	9.00	GSC-Om-P-1C	1 camera connection
4	5.00	01500-001	AXIS P3719-PLE
5	1.00	01048-001	AXIS P3807-PVE
6	9.00	ADV-CAM-P-1Y	Genetec™ Advantage for 1 Omnicast™ Pro Camera 1 year
7	6.00	5504-821	Chromated and powder coated aluminum wall mount with 1.5 NPS thread for fixed dome pendant kits. Cable routing from behind or through 3/4 conduit hole on the side. Includes mounting plate, pipe seal and conduit hole cover. Color: White
8	6.00	01513-001	AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3717-PLE Network Camera. The mounting adapter is compatible with 1.5-inch NPS thread. The kit enables AXIS P3717-PLE to be mounted on walls, poles, parapets and outer corners using AXIS T91 mounting accessories.
9	4.00	5017-641	Corner Bracket. Requires AXIS T91A61 Wall Bracket. AXIS P55-series, AXIS Q60-series PTZ Dome Network Cameras, AXIS P33 Series Pendant kit, AXIS P33-VE Series Pendant kit, AXIS 225 Pendant kit and AXIS 216/P3301 Pendant kit. White.

Line	Qty	Part	Description
10	2.00	01708-001	AXIS M3066-V is an ultra-compact, indoor fixed mini dome with dust- and IK08 vandal-resistant casing for easy mounting on wall or ceiling. Fixed lens, horizontal/vertical field of view 131/97. D/N functionality with automatically removable IR-cut filter. Multiple, individually configurable H.264, H.265 and Motion JPEG streams; max 4 MP at 30 fps with WDR. HDMI output (micro). Zipstream for reduced bandwidth and storage. Memory card slot for optional local video storage. Video motion detection and active tampering alarm. Power over Ethernet.
11	2.00	5566060	23-4P Unshielded Solid Plenum Cat6 Grn Jkt
12	1.00	Z4-5900334	T8134 MIDSPAN 60W
13	1.00	01707-001	AXIS M3065-V is an ultra-compact, indoor fixed mini dome with dust- and IK08 vandal-resistant casing for easy mounting on wall or ceiling. Fixed lens, horizontal/vertical field of view 102/55. D/N functionality with automatically removable IR-cut filter. Multiple, individually configurable H.264, H.265 and Motion JPEG streams; max HDTV 1080p at 30 fps with WDR. HDMI output (micro). Zipstream for reduced bandwidth and storage. Memory card slot for optional local video storage. Video motion detection and active tampering alarm. Power over Ethernet.
14	ANNEX/COMMUNITY DEVELOPMENT		
15	2.00	GSC-Om-P-1C	1 camera connection
16	1.00	01708-001	AXIS M3066-V is an ultra-compact, indoor fixed mini dome with dust- and IK08 vandal-resistant casing for easy mounting on wall or ceiling. Fixed lens, horizontal/vertical field of view 131/97. D/N functionality with automatically removable IR-cut filter. Multiple, individually configurable H.264, H.265 and Motion JPEG streams; max 4 MP at 30 fps with WDR. HDMI output (micro). Zipstream for reduced bandwidth and storage. Memory card slot for optional local video storage. Video motion detection and active tampering alarm. Power over Ethernet.
17	1.00	01513-001	AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3717-PLE Network Camera. The mounting adapter is compatible with 1.5-inch NPS thread. The kit enables AXIS P3717-PLE to be mounted on walls, poles, parapets and outer corners using AXIS T91 mounting accessories.

Line	Qty	Part	Description
18	1.00	5504-821	Chromated and powder coated aluminum wall mount with 1.5 NPS thread for fixed dome pendant kits. Cable routing from behind or through 3/4 conduit hole on the side. Includes mounting plate, pipe seal and conduit hole cover. Color: White
19	1.00	01500-001	AXIS P3719-PLE
20	1.00	5017-641	Corner Bracket. Requires AXIS T91A61 Wall Bracket. AXIS P55-series, AXIS Q60-series PTZ Dome Network Cameras, AXIS P33 Series Pendant kit, AXIS P33-VE Series Pendant kit, AXIS 225 Pendant kit and AXIS 216/P3301 Pendant kit. White.
21	0.50	5566060	23-4P Unshielded Solid Plenum Cat6 Grn Jkt
22	2.00	ADV-CAM-P-1Y	Genetec™ Advantage for 1 Omnicast™ Pro Camera 1 year
23			Sourced Material
24			COMMUNITY CENTER/CITY HALL
25			Open Market Devices
26	1.00	AXC-02355001	AXIS TP3816-E CASING BLACK 4P
27	1.00	N252-P24	CAT6 24-PORT PATCH PANEL -POE COMPLIANT, 110/KRONE,568A/B, RJ45
28	1.00	TPE-TG240G	24-port Gigabit PoE Switch
29	11.00	CA22106005	CAT6A PLENUM 5FT. BLUEMODULAR PATCH CABLE
30	1.00	SV-2010E-R14-24T	2000E SERIES 16GB RAM, (3) 8TB 3.5 SATA (40TB), Dual 550W PSU Windows Server 2016
31	2.00	FV-VORORM	OUTREACH PASSIVE LAN/POE EXTND
32			Labor was Quoted IAW Sourcewell Contract 031517-CTL

Material Total	\$ 29,049.45
Labor	\$ 11,650.84
Other Costs	\$ 1,461.54
Warranty	\$ 435.92
Tax if Applicable	\$ 0.00
Freight	\$ 261.55
Total Project Price	\$ 42,859.30

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
3. Customer to provide a secured staging & storage area for project related materials.
4. Proposal does not include sales tax unless otherwise noted.
5. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
6. Convergint Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

Total Project Investment: **\$ 42,859.30**

Thank you for considering Convergint Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Matt McCoy
Convergint Technologies
Matt McCoy

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Customer Name (Printed)

Date

Authorized Signature

Title

Convergent Technologies' Install Terms & Conditions

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC" or "Convergent Technologies LTD".

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergent and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergent and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or Convergent Technologies' Install Terms & Conditions

lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and/or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have **no** liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing the Work. Convergent agrees to comply with all reporting requirements imposed by law or this Agreement. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.



4610 S. 133rd St. Suite 105, Omaha, Nebraska 68137
Phone 402-269-8439 Mobile 402-269-8439
matt.mccoyconvergint.com

October 22, 2021

City of La Vista
City of La Vista Library - 9110 Giles Rd
9110 Giles Rd La Vista, Nebraska 68128
Attention: Ryan South

Quotation: MM13339284P

Reference: City of La Vista Library - Genetec Video

On behalf of our thousands of global colleagues, I want to personally thank you for considering Convergint Technologies for this project and for providing us with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today and in the years ahead.

Convergint has developed a strong reputation for service excellence and is the only company recognized twice as the Systems Integrator of the Year by SDM Magazine. Most recently, Convergint was ranked the 4th largest global systems integrator. This recognition is, in part, a reflection of the strong relationships Convergint has developed with the industry's top technology manufacturers. Convergint Technologies has a strong history of success with similar solutions provided to other clients and would be happy to provide these references upon request.

Our guiding principal has always been to be a customer-focused and service-based company, supported by dedicated and certified professionals who strive to make a daily difference. Our vision of becoming our customers' best service provider is what drives everything we do. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best on-going service. This service includes our 24/7 customer portal (iCare), designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for considering Convergint Technologies as your partner for your electronic security needs.

Scope of Work

- 6 Genetec Professional Device Licenses.
- 6 Genetec Advantage Device Support (1yr).
- 1 BCDVideo Network Video Appliance.
- 1 TrendNet 24 port PoE + switch.
- 3 Axis Multisensor Network Video Cameras 4X 2560 X 1440 (15MP) with Vandal Resistant enclosures.
- 3 Axis compact indoor domes (1080p) with 3.4-8.9mm varifocal lens. Lightfinder 2.0 with remote zoom and focus.
- Customer to provide IT support and IP addresses for storage appliance and cameras.

Materials

Line	Qty	Part	Description
1		Sourcewell Contract 031517-CTL	
2		CITY LIBRARY BUILDING	
3	6.00	GSC-Om-P-1C	1 camera connection
4	3.00	01500-001	AXIS P3719-PLE
5	6.00	ADV-CAM-P-1Y	Genetec™ Advantage for 1 Omnicast™ Pro Camera 1 year
6	3.00	5504-821	Chromated and powder coated aluminum wall mount with 1.5 NPS thread for fixed dome pendant kits. Cable routing from behind or through 3/4 conduit hole on the side. Includes mounting plate, pipe seal and conduit hole cover. Color: White
7	3.00	01513-001	AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3717-PLE Network Camera. The mounting adapter is compatible with 1.5-inch NPS thread. The kit enables AXIS P3717-PLE to be mounted on walls, poles, parapets and outer corners using AXIS T91 mounting accessories.
8	3.00	01591-001	Fixed dome with support for Forensic WDR and Lightfinder 2.0. Discreet, dust- and IK10 vandal-resistant indoor casing. Varifocal 3.4-8.9 mm P-Iris lens with remote zoom and focus simplifying the installation. Multiple, individually configurable H.264, H.
9	1.00	SV-2011E-R4-12T-4-236	Streamvault™ 2000E Appliance - 1U 4-Bay Streamvault™ Appliance 12TB (1) Xeon E-2236 16GB RAM (2) 240GB M.2 SSD (3) 4TB SATA HDD (2) 1GbE RJ45 Ports (2) 350W PSU Windows Server 2019, Supports Data RAID 0, 1, 5, 6, 10, 5YR NBD KYHD Warranty. IDRAC Basic. Genetec™ Security Center pre-installed. License sold separately.
10	2.00	5566060	23-4P Unshielded Solid Plenum Cat6 Grn Jkt

Line	Qty	Part	Description
11			Sourced Material
12	1.00	TPE-TG240G	24-port Gigabit PoE Switch
13			Labor was Quoted IAW Sourcewell Contract 031517-CTL

Material Total	\$ 17,751.07
Labor	\$ 6,879.74
Other Costs	\$ 384.62
Warranty	\$ 251.35
Tax if Applicable	\$ 0.00
Freight	\$ 150.82
Total Project Price	\$ 25,417.60

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
3. Customer to provide a secured staging & storage area for project related materials.
4. Proposal does not include sales tax unless otherwise noted.
5. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
6. Convergint Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

Total Project Investment: **\$ 25,417.60**

Thank you for considering Convergint Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Matt McCoy
Convergint Technologies
Matt McCoy

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Ryan South

Customer Name (Printed)

Date

Authorized Signature

Title

Convergent Technologies' Install Terms & Conditions

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC" or "Convergent Technologies LTD".

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergent and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergent and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or Convergent Technologies' Install Terms & Conditions

lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and/or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have **no** liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing the Work. Convergent agrees to comply with all reporting requirements imposed by law or this Agreement. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.



4610 S. 133rd St. Suite 105, Omaha, Nebraska 68137
Phone 402-269-8439 Mobile 402-269-8439
matt.mccoyconvergint.com

October 22, 2021

City of La Vista
City of La Vista
9900 Portal Road La Vista, Nebraska 68128
Attention:

Quotation: MM13335016P

Reference: La Vista Public Works Video Surveillance

On behalf of our thousands of global colleagues, I want to personally thank you for considering Convergint Technologies for this project and for providing us with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today and in the years ahead.

Convergint has developed a strong reputation for service excellence and is the only company recognized twice as the Systems Integrator of the Year by SDM Magazine. Most recently, Convergint was ranked the 4th largest global systems integrator. This recognition is, in part, a reflection of the strong relationships Convergint has developed with the industry's top technology manufacturers. Convergint Technologies has a strong history of success with similar solutions provided to other clients and would be happy to provide these references upon request.

Our guiding principal has always been to be a customer-focused and service-based company, supported by dedicated and certified professionals who strive to make a daily difference. Our vision of becoming our customers' best service provider is what drives everything we do. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best on-going service. This service includes our 24/7 customer portal (iCare), designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for considering Convergint Technologies as your partner for your electronic security needs.

Scope of Work

- 6 Genetec Professional Device Licenses.
- 6 Genetec Advantage Device Support (1yr)
- 1 BCDVideo Network Video Appliance.
- 1 TrendNet 10 port PoE + switch.
- 5 Axis Multisensor Network Video Cameras 4X 2516X 1440 (15MP) with Outdoor Vandal Resistant enclosures.
- 1 Axis 5MP Fixed Bullet Camera with Optimized IR, Forensic WDR and Lightfinder. Varifocal lens with remote zoom.
- Customer to provide IT support and IP addresses including switch ports and connectivity from Hupp Building and Sewer Building to Public Works Building (location of NVR and Convergint Switch).

Materials

Line	Qty	Part	Description
1		Sourcewell Contract 031517-CTL	
2		LA VISTA PUBLIC WORKS BUILDING	
3	3.00	GSC-Om-P-1C	1 camera connection
4	3.00	01500-001	AXIS P3719-PLE
5	3.00	ADV-CAM-P-1Y	Genetec™ Advantage for 1 Omnicast™ Pro Camera 1 year
6	3.00	5504-821	Chromated and powder coated aluminum wall mount with 1.5 NPS thread for fixed dome pendant kits. Cable routing from behind or through 3/4 conduit hole on the side. Includes mounting plate, pipe seal and conduit hole cover. Color: White
7	3.00	01513-001	AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3717-PLE Network Camera. The mounting adapter is compatible with 1.5-inch NPS thread. The kit enables AXIS P3717-PLE to be mounted on walls, poles, parapets and outer corners using AXIS T91 mounting accessories.
8	3.00	5017-641	Corner Bracket. Requires AXIS T91A61 Wall Bracket. AXIS P55-series, AXIS Q60-series PTZ Dome Network Cameras, AXIS P33 Series Pendant kit, AXIS P33-VE Series Pendant kit, AXIS 225 Pendant kit and AXIS 216/P3301 Pendant kit. White.
9	1.00	5566060	23-4P Unshielded Solid Plenum Cat6 Grn Jkt
10		HUPP BUILDING	
11	2.00	GSC-Om-P-1C	1 camera connection
12	1.00	01500-001	AXIS P3719-PLE
13	2.00	ADV-CAM-P-1Y	Genetec™ Advantage for 1 Omnicast™ Pro Camera 1 year

Line	Qty	Part	Description
14	1.00	01513-001	AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3717-PLE Network Camera. The mounting adapter is compatible with 1.5-inch NPS thread. The kit enables AXIS P3717-PLE to be mounted on walls, poles, parapets and outer corners using AXIS T91 mounting accessories.
15	1.00	01054-001	Compact outdoor, 5MP resolution, day/night, fixed bullet camera providing Forensic WDR and Lightfinder for demanding light conditions. IR corrected varifocal 2.8-8.5 mm F1.2 P-iris lens with remote 3x optical zoom and focus. Multiple, individually configurable H.264 and Motion JPEG streams; max 5MP at 25/30 fps in 16:9 format. Axis Zipstream technology for reduced bandwidth and storage needs. Video motion detection, active tampering alarm, shock detection and corridor format. Audio mic/line in, I/O for alarm/event handling and memory card slot for optional local video storage. OptimizedIR, a power-efficient IR LED technology covering 30 meters (98 feet). Integrated bracket for easy mounting on wall and ceiling. NEMA 4X, IP66/67 and IK10-rated for operation in -40C to 60C(-40 F to 140 F). Powered by IEEE 802.3af Type 1 Class 3 midspan (PoE). Midspan not included.
16	1.00	5504-821	Chromated and powder coated aluminum wall mount with 1.5 NPS thread for fixed dome pendant kits. Cable routing from behind or through 3/4 conduit hole on the side. Includes mounting plate, pipe seal and conduit hole cover. Color: White
17	1.00	5017-641	Corner Bracket. Requires AXIS T91A61 Wall Bracket. AXIS P55-series, AXIS Q60-series PTZ Dome Network Cameras, AXIS P33 Series Pendant kit, AXIS P33-VE Series Pendant kit, AXIS 225 Pendant kit and AXIS 216/P3301 Pendant kit. White.
18	0.50	5566060	23-4P Unshielded Solid Plenum Cat6 Grn Jkt
19			Sewer Building Camera Add
20	1.00	ADV-CAM-P-1Y	Genetec™ Advantage for 1 Omnicast™ Pro Camera 1 year
21	1.00	GSC-Om-P-1C	1 camera connection
22	1.00	5504-821	Chromated and powder coated aluminum wall mount with 1.5 NPS thread for fixed dome pendant kits. Cable routing from behind or through 3/4 conduit hole on the side. Includes mounting plate, pipe seal and conduit hole cover. Color: White

Line	Qty	Part	Description
23	1.00	01513-001	AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3717-PLE Network Camera. The mounting adapter is compatible with 1.5-inch NPS thread. The kit enables AXIS P3717-PLE to be mounted on walls, poles, parapets and outer corners using AXIS T91 mounting accessories.
24	1.00	5017-641	Corner Bracket. Requires AXIS T91A61 Wall Bracket. AXIS P55-series, AXIS Q60-series PTZ Dome Network Cameras, AXIS P33 Series Pendant kit, AXIS P33-VE Series Pendant kit, AXIS 225 Pendant kit and AXIS 216/P3301 Pendant kit. White.
25	1.00	01500-001	AXIS P3719-PLE
26	0.50	5566060	23-4P Unshielded Solid Plenum Cat6 Grn Jkt
27	Sourced Items		
28	LA VISTA PUBLIC WORKS BUILDING		
29	1.00	TI-PG102	10-Port Hardened Industrial Gigabit PoE DIN-Rail Switch
30	1.00	SV-2010E-R14-24T	2000E SERIES 16GB RAM, (3) 8TB 3.5 SATA (40TB), Dual 550W PSU Windows Server 2016
31	Labor was Quoted IAW Sourcingwell Contract 031517-CTL		

Material Total	\$ 19,120.36
Labor	\$ 6,643.91
Other Costs	\$ 297.42
Warranty	\$ 392.22
Tax if Applicable	\$ 0.00
Freight	\$ 196.11
Total Project Price	\$ 26,650.02

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
3. Customer to provide a secured staging & storage area for project related materials.
4. Proposal does not include sales tax unless otherwise noted.
5. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
6. Convergint Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

Total Project Investment: **\$ 26,650.02**

Thank you for considering Convergint Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Matt McCoy
Convergint Technologies
Matt McCoy

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Customer Name (Printed)

Date

Authorized Signature

Title

Convergent Technologies' Install Terms & Conditions

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC" or "Convergent Technologies LTD".

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergent and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergent and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or Convergent Technologies' Install Terms & Conditions

lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and/or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have **no** liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing the Work. Convergent agrees to comply with all reporting requirements imposed by law or this Agreement. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.