

AMENDMENT NUMBER ONE  
TO  
CONTRACT MA-060-18011409  
BETWEEN THE  
COUNTY OF ORANGE  
AND

DG Investment Intermediate Holdings 2, Inc. DBA Convergent Technologies LLC

This AMENDMENT NUMBER ONE to Contract Number MA-060-18011409 (hereinafter "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and DG Investment Intermediate Holdings 2, Inc. DBA Convergent Technologies LLC, (hereinafter referred to as "CONTRACTOR") with a place of business at 35257 Eagle Way, Chicago, IL 60678 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, National Joint Powers Alliance (NJPA), has issued a Master Price Agreement as Contract No. 031517-CTL, through its program now in effect from June 30, 2017 through and including June 30, 2021; and

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Facility Security Equipment, Systems, and Services with Related Equipment and Supplies on September 11, 2018, for the term of September 17, 2018 through and including June 30, 2021, in an amount not to exceed \$2,800,000 (hereinafter "ORIGINAL CONTRACT");

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one year term of July 1, 2021 through and including June 30, 2022 in an amount not to exceed \$1,000,000 and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Additional Terms and Conditions, Section Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

3. Term of Contract: This Contract shall commence upon execution of all necessary signatures, and continue in effect from 9/17/18 through and including 6/30/22, unless otherwise terminated by COUNTY. This Contract is non-renewable.

- b. Attachment B, Compensation and Pricing Provisions, 2. Fees and Charges, is amended in part as follows:

Contract amount shall not exceed \$2,800,000 for first contract term  
\$1,000,000 for the term of 7/1/21-6/30/22

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER ONE to Contract number MA-060-18011409.

\*Contractor: DG Investment Intermediate Holdings 2, Inc. DBA Convergent Technologies LLC

By: Larry Hillman Title: Vice President  
DocuSigned by: AD945C5203C6487...  
 Print Name: Larry Hillman Date: 5/10/2021

\*Contractor: DG Investment Intermediate Holdings 2, Inc. DBA Convergent Technologies LLC

By: \_\_\_\_\_ Title: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

*\*If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

### County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: \_\_\_\_\_ Title: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by the Board of Supervisors: \_\_\_\_\_

Approved as to Form  
 Office of the County Counsel  
 Orange County, California

by

[Signature]

**CERTIFICATE OF INCUMBENCY  
OF  
CONVERGINT TECHNOLOGIES LLC  
(the "Company")**

I, ALAN BERGSCHNEIDER, being the Vice President and Chief Financial Officer of the Company, hereby certify that:

The following are the names and signatures of the Officers and Directors of the Company:

<b><u>OFFICERS:</u></b>	<b>Name</b>	<b>Title</b>	<b>Specimen Signature</b>
	Daniel J. Mocerì	Executive Chairman	_____
	Ken Lochiatto	Chief Executive Officer	_____
	Kathryn Ingraham	Vice President, General Counsel & Secretary	_____
	Alan Bergschneider	Vice President & Chief Financial Officer	_____
	Mike Mathes	Executive Vice President	_____
	Sean Flint	Executive Vice President	_____
	Tony Varco	Vice President	_____
	Ryan Castillo	General Manager	_____
	Nick Robertson	Operations Manager	_____
	Kelly Genduso	Operations Manager	_____
	Larry Hillman	Vice President	_____
	Steve Sanchez	General Manager	_____

Signed and dated, this 30 day of December, 2019.

Vice President and Chief Financial Officer



\_\_\_\_\_  
Alan Bergschneider

*It is Resolved that the incumbent officers of the LLC are hereby removed, and the following individuals are hereby elected as the officers and directors of the LLC, each to serve in the office set forth opposite his name below, until his or her successor is duly elected and shall have qualified or until his or her earlier death, resignation or removal.*

October 2019  
Written Consent of the Managers  
of Convergent Technologies LLC

The undersigned, representing the Managers of Convergent Technologies LLC, a Delaware Limited Liability Company, having rights found within the Operating Agreement entered into on the 25<sup>th</sup> day of May, 2001, in lieu of holding a meeting, do hereby consent to the following resolutions:

**1. Appointment of Officers**

*It is Resolved that as of the date hereof, the incumbent officers of the LLC are hereby removed, and the following officers are hereby elected, each to serve in the office set forth opposite his or her name below, until his or her successor is duly elected and shall have qualified or until his or her earlier death, resignation or removal.*

Dan Mocerì	Executive Chairman
Ken Lochiatto	CEO
Jim Boutwell	President/COO
Kathryn Ingraham	Vice President, General Counsel and Secretary
Alan Bergschneider	Vice President, CFO and Treasurer
Mike Mathes	Executive Vice President
Sean Flint	Executive Vice President
Tony Varco	Vice President, Security & Marketing
Barry Yatzor	Vice President, Fire Alarm and Life Safety
Bhuvana Badrinathan	Vice President and CIO
Laura Mueller	Vice President of Human Resources
Walter W. Winkel III	Vice President
Jeff Rogers	Vice President
Mike Singer	Vice President
Mike Brunsen	Vice President
William Gannet	Vice President
Tim Beasley	Vice President
<b>Lawrence Hillman</b>	<b>Vice President</b>
Jim Kishish	Vice President
Dave Vitullo	Vice President
Jim Maymon	Vice President
Dave Patterson	Vice President
Jeff Holland	Vice President

Convergint Technologies LLC  
 October 2019 Manager's Meeting  
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Mike Brant	Vice President
Kevin Donegan	Vice President of Strategy
Mike Duncan	Vice President of Global Accounts
Eric Yunag	Vice President of Strategic Initiatives
Bill Casali	Assistant Secretary
Scott Strange	Assistant Secretary

**2. Signing Authority for: *Convergint Technologies LLC***

*It is resolved that the following signing authority is hereby ratified, adopted and approved:*

*Real property leases and amendments thereto shall be vested in each of the following two individuals:*

- *Vice President/General Counsel,*
- *Vice President/CFO,*

*Vendor and distributor agreements shall be vested in each of the following:*

- *Executive Chairman,*
- *CEO,*
- *President/COO,*
- *Vice President/General Counsel,*
- *Vice President/CFO,*
- *Barry Yatzor-Vice President, Fire Alarm and Life Safety,*
- *Tony Varco-Vice President, Security*

*Non-disclosure agreements shall be vested in:*

- *Executive Chairman,*
- *CEO,*
- *President/COO,*
- *Executive Vice President,*
- *Vice President/General Counsel,*
- *Vice President/CFO,*
- *Any one of the Vice Presidents listed above in Section 1,*
- *Kevin Sheridan, Director of Financial Institution Services*
- *Henry Kedzierski, Director of Credit & Accounts Payable*
- *Amir Shechter, Director Advance Solutions – Enterprise Services*
- *Scott Strange, Assistant Secretary*

*Total approved customer contracts with a value equal to or over \$10M shall be vested in:*

*Any two of:*

- *Executive Chairman,*
- *CEO,*
- *President/COO,*
- *Executive Vice President,*
- *Vice President/General Counsel,*
- *Vice President/CFO,*



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*Total approved customer contracts with a value up to \$10M shall be vested in:*

*Any one of:*

- *Executive Chairman,*
- *CEO,*
- *President/COO,*
- *Executive Vice President,*
- *Vice President/General Counsel,*
- *Vice President/CFO,*

*Total approved customer contracts with value up to \$1,000,000 shall be vested in:*

- *Any one of the Vice Presidents listed above in Section 1*

*Total approved customer contracts with value up to \$500,000 shall be vested in:*

- *Any General Manager*
- *Business Development Manager – Dino DeRose*

*Total approved customer contracts with value up to \$100,000 shall be vested in:*

- *Any Operations Manager*
- *Director, Acquisitions Operations – Andy Gross*
- *Operations Supervisor – Geri Smith*
- *Operations Supervisor – Joe Sena*
- *Technical Operations Manager – Nick Sink*
- *Technical Operations Manager – Timothy Davis*
- *Service Manager – Chris Parris*
- *Service Manager – Tim Pugh*
- *Service Manager – Michael Maggio*
- *Service Operations Manager – Ryan Mount*
- *Installation Manager – Mike Semonella*
- *Office and Contracts Manager Seattle – Shana Hon*
- *Contracts Manager – Christine Riker*
- *Sales Manager – Kris Painter*
- *Sales Manager – Stephanie Meurer*
- *Region Service Manager – Keith Johnson*
- *Service Supervisor – Jared Schroeder*

*Signing authority for customer contracts includes related ancillary documents such as RFPs/bids, work orders, change orders, lien releases.*

### **3. Delegation of Authority**

It is resolved, that the CEO, President, CFO and General Counsel have the authority to reasonably delegate signing authority to certain individuals as authorized signatories of the Company to execute and deliver commercial contracts and other documents necessary for the operations of the Company, subject in each case to all directions and/or limitation imposed by the CEO, President, CFO and General Counsel (as applicable) in connection with such delegation.

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4. **401k Meeting**

The Investment Plan Committee shall consist of the following members: Ken Lochiatto, Alan Bergschneider and Leslie Evans.

5. **Ratification of prior acts:**

It is resolved, that all actions of the Managers and Officers taken on behalf of the LLC since the last meeting are hereby ratified, adopted and approved in writing.

6. **Waiver of Notice:**

It is resolved, that the undersigned Managers hereby waive any notice or right to object to any of the actions taken or approved hereby.

*[SIGNATURE PAGE TO FOLLOW]*

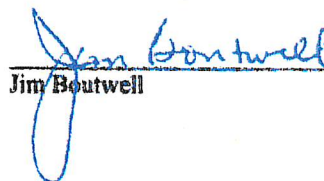
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Dated as of this 1st day of October, 2019.

***Managers***



Ken Lochianto



Jim Boutwell



Alan Bergschneider



County of Orange Contract #MA-060-18011409 with  
Convergent Technologies LLC, pursuant to NJPA Contract No. 031517-CTL For Facility Security  
Equipment, Systems, and Services with Related Equipment and Supplies

This Contract MA-060-18011409 is made and entered into upon execution of all necessary signatures between Convergent Technologies LLC, having its principal place of business at 1 Commerce Dr. Schaumburg, IL. 60173 (referred as "Contractor"), and the County of Orange, operating through its Sheriff-Coroner Department, a political subdivision of the State of California, with a place of business at 320 N. Flower Street, Ste. 108, Santa Ana, CA 92703 (referred to as "County") which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

#### ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract:

Attachment A- Scope of Work  
Attachment B – Compensation and Payment Terms  
Attachment C – NJPA Contract No. 031517-CTL  
Attachment D – RFP Proposal # 031517  
Attachment E – NJPA # 031517  
Exhibit I – Child Support Certification Requirements  
Exhibit 2 – Tool Control Policy

#### RECITALS

WHEREAS, National Joint Powers Alliance (NJPA), has issued a Master Price Agreement as Contract No. 031517-CTL, through its program now in effect from June 30, 2017 through and including June 30, 2021; and

WHEREAS, COUNTY and CONTRACTOR desire to enter into a Contract for CONTRACTOR to perform services under the NJPA program;

WHEREAS, Contractor is willing to provide to the County of Orange, Sheriff-Coroner Department, the services specified in Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment B;

NOW, THEREFORE, the Parties mutually agree as follows:

#### DEFINITIONS

"State of Minnesota" and "State" as used in Attachment C shall mean County of Orange, its employees and authorized representatives for purposes of this Contract.

ARTICLES

1. **Scope of Contract:** The terms and conditions of this Contract, including those in its Attachments, specifies the terms and conditions by which Sheriff-Coroner Department will procure services in connection with the National Joint Powers Alliance (NJPA) from the Contractor, hereinafter referred to as "Services" as more fully detailed in Attachment A, Scope of Work.
2. **Precedence:** In the event of a conflict between the terms and conditions in this Contract and terms and conditions in the Attachments, the conflict shall be resolved by giving precedence first to the terms and conditions of this Contract, then the terms and conditions of any Attachments.
3. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures, and shall be effective through and including June 30, 2021 unless otherwise terminated by County. Contract may be renewed for one (1) additional one-year term, upon extension of the Contract by NJPA and by mutual agreement of both Parties. Each renewal of this Contract may require approval by the County Board of Supervisors. The County does not have to give a reason if it elects not to renew.
4. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
5. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
6. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
7. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

8. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
9. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
10. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "29" below, and as more fully described in paragraph "29," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
11. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
12. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
13. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its

- governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
14. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
  15. Compensation & Payment: Contractor agrees to provide services in connection with the NJPA as set forth in Attachment A, Scope of Work, at the fixed discounted rates off Contractor's list price specified in the NJPA Contract No. 031517-CTL. The maximum amount of compensation under this Contract shall not exceed the amount of \$2,800,000 for the first contract term.
  16. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
  17. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.
  18. Termination: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
  19. Invoicing: Vendor shall reference Contract Number MA-060-18011409 on all invoices. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the contractor.
  20. Notices: Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

Contractor: DG Investment Intermediate Holdings 2, Inc.  
DBA Convergent Technologies LLC  
1 Commerce Dr.  
Schaumburg, IL. 60173

Attn: Melissa Bulluck  
Ph: 301-459-8730  
Email: melissa.bulluck@convergint.com

County: Sheriff-Coroner Department / Research & Development Division  
431 The City Drive South  
Orange, CA. 92868  
Attn: Mindi Brawner  
Ph: 714-935-7685  
Email: mbrawner@ocsd.org

Sheriff-Coroner Department /  
Communications & Technology Division  
840 N. Eckhoff Street  
Orange, CA. 92868  
Attn: Dorian Baxter  
Ph: 714-704-8961  
Email: dbaxter@ocsd.org

Assigned DPA: County of Orange  
Sheriff-Coroner Department/Purchasing Services Unit  
320 N. Flower Street, 2<sup>nd</sup> Floor  
Santa Ana, CA 92703  
Attn: Eric Gregory – Procurement Buyer  
Ph: 714-834-4336  
Email: egregory@ocsd.org

21. Insurance Provisions: Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

#### Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory

Employers Liability Insurance	\$1,000,000 per occurrence
Technology Errors & Omissions*	\$1,000,000 per claims-made \$1,000,000 aggregate
Professional Liability*	\$1,000,000 per claims-made \$1,000,000 aggregate

#### Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

#### Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insured's, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 3) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.



If Contractor's Professional Liability, Technology Errors & Omissions are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insured's" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

22. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this

information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

23. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
24. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
25. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "29" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
26. Freight: Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
27. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
28. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

29. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

30. Security Requirements:

- A. Contractor shall, with respect to all employees of Contractor performing services hereunder:
1. Perform background checks as to past employment history.
  2. Inquire as to past criminal felony convictions.
  3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
  4. Perform drug screening to determine that such employees are not users of illegal controlled substances as defined by federal law.
- B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:
1. Inability or unwillingness to perform in a competent manner.
  2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
  3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
  4. Usage of illegal controlled substances as defined by federal law.
- C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
- D. Nothing herein shall render any employee of Contractor an employee of County.

THE CONTRACTOR'S PERSONNEL REQUIREMENTS:

All employees must pass the County's background check and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.
3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.
4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.
5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
7. County will not give Contractor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

E. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.
2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while performing work under this contract. Specifically:
  - a. Do not give names or addresses to inmates.
  - b. Do not receive any names or addresses from inmates.
  - c. Do not disclose the identity of any inmate to anyone outside the facility.
  - d. Do not give any materials to inmates.
  - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.

2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.
  3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.
  4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
  5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.
  6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.
- 
31. Prevailing Wage (Labor Code §1773): Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
  32. Adjustments – Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
  33. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
    - a) Terminate the Contract immediately, pursuant to Section K herein;
    - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

- c) Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and
  - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
34. Conflict of Interest – Contractor’s Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
35. Conflict of Interest – County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
36. Contractor’s Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.
- The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.
37. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.



38. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
39. Contractor Personnel – Uniform/Badges/Identification: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

40. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
41. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
42. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or

executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm)

43. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
44. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

45. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
46. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
47. Usage Reports: The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
48. Sub-Contracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.
- In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.
49. Substitutions: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
50. County of Orange Child Support Enforcement: Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract."

(Signature Page to Follow)

## Signature Page

The Parties hereto have executed this Contract# MA-060-18011409 for Facility Security Equipment, Systems, and Services with Related Equipment and Supplies on the dates shown opposite their respective signatures below

Contractor\*: Convergent Technologies LLC

By: [Signature] Title: Vice President  
 Print Name: Alan Bergmeider Date: 8/14/18

Contractor\*: Convergent Technologies LLC

By: [Signature] Title: CFO  
 Print Name: \_\_\_\_\_ Date: 8/14/18

*\*If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: [Signature] Title: PURCHASING MANAGER  
 Print Name: DWIGHT TIPPING Date: 9/11/2018

Approved by the Board of Supervisors: 9/11/18

Approved as to Form  
 Office of the County Counsel  
 Orange County, California

By: [Signature]  
 Deputy

**ATTACHMENT A****Scope of Work**

1. Scope of Service:
  - a. Contractor shall provide to County for the purchase, delivery, services and installation of components and parts used to support facility security equipment, systems, and services with related equipment and supplies. Facility security equipment shall include:
    - Systems for Video Surveillance (CCTV)
    - Access Control
    - Visitor Management
    - Intercom and Paging
    - Mass Notification Systems
    - Sensor Technology
    - Intrusion/Breach Detection (Burglar Alarm Systems)
    - Fire & Life safety
    - Fire Detection and Warning Systems (Fire Alarm & Protective Signaling Systems)
    - Fire Suppression (Portable Fire Extinguishers, Fire Extinguisher Systems, Fire Sprinkler Systems)
    - Vehicle Barrier Control
    - Building Automation
    - Security Gate Control
  - b. Contractor shall provide services to include:
    - Program Management
    - Engineering and Design
    - Turnkey Installation
    - Preventative Maintenance
    - Professional Services
  - c. Contractor shall provide County with facility security equipment, products and services in the categories as listed below in Paragraph (m). Contractor agrees to provide the products and services requested, as needed by the County, at prices discounted pursuant to Paragraph (m) below, regardless of quantity requested.
  - d. Contractor, as requested by the County, shall provide labor and perform services to plan, engineer, and install components and parts used to support facility security equipment.
  - e. Contractor shall not require the procurement of labor and services in order for the County to make the purchase and receive delivery of parts and components.
  - f. Contractor shall not require a minimum order quantity and /or minimum cost per order. County does not intend to place multiple small orders, but orders shall be placed at the convenience of each division and delivery location as needed.

- g. Contractor shall provide in writing an estimate and /or quotation to County concerning any services or products requested by County for approval prior to placing an order. County shall verify list pricing with manufacturer prior to approval of written estimate provided by Contractor.
- h. Contractor shall provide upon receipt of an individual order, within one (1) business day, an Order Confirmation stating the details of the items requested for purchase and the estimated delivery date. The Contractor is required from three (3) days of receipt of the order to notify the requesting division of any delays in shipment or back orders. Order confirmations shall be sent to individual delivery locations via email.
- i. Contractor shall deliver items ordered within thirty (30) calendar days from receipt of the division's order. Timeliness for delivery of orders is representative of the Contractor's ability to be responsive and responsible. Contractors repeated delay for the delivery of orders shall be cause for termination of the contract.
- j. The maximum amount that may be paid to Contractor under this Contract shall not exceed \$2,800,000 for the first contract term. No guarantee is given by the County to the Contractor regarding products and services to be ordered or total compensation to be paid under this Contract.
- k. Contractor shall provide a one (1) year warranty on all workmanship.
- l. Contractor shall provide discounted product pricing based on manufacture's current price catalogs. Contractor shall periodically provide updated product listing and prices to reflect manufacture's changes.
- m. Contractor shall provide the County the following discounts off of Contractor's current List Prices for County orders:

Manufacturer	Discount Price % off MSRP
3VR	18.40%
Aiphone	28.60%
Alterus	1.06%
Altronix	28.60%
AMAG	-
Category A	8.20%
Category B	2.00%
American Dynamics	24.52%
Arecont	20.44%

Avigilon	13.30%
Axis	1.06%
Bosch	28.60%
Briefcam	3.10%
Brivo	24.52%
Code Blue Communications	5.14%
Commend	28.60%
Comnet	26.56%
DMP	28.60%
EST	13.30%
ExaqVision	13.30%
FLIR	6.16%
Genetec	8.20%
Honeywell	-
Category A	15.34%
Category B	1.06%
Indigo Vision	13.30%
Infinias	19.42%
Inovonics	3.10%
Lenel	5.14%
Life Safety Powers	13.30%
Milestone	8.20%
OnSSI	1.06%
Open Options Access	30.64%
Orion Image	13.30%



Panasonic	28.60%
Pelco	27.58%
Razberi	30.64%
Safety Technology	23.50%
Samsung	34.72%
Shooter Detection	3.10%
Silent Knight	28.60%
Smarter Security	2.08%
Software House	-
Category B	24.52%
Category C	1.40%
Category D	2.08%
Category E	2.08%
Space Age	28.60%
Total Recall	23.50%
Traka	2.08%
Verint	8.20%
Video Insight	15.34%
Windy City Wire	28.60%

## Description and Pricing - Labor Hourly.

Labor Categories NJPA	Commercial Hourly Rate (MSRP)	National IPA Price with Admin Fee - Year 1 June 30, 2017 – June 30, 2018	National IPA Price with Admin Fee - Year 2 June 30, 2018 – June 30, 2019	National IPA Price with Admin Fee - Year 3 June 30, 2019 – June 30, 2020	National IPA Price with Admin Fee - Year 4 June 30, 2020 – June 30, 2021	National IPA Price with Admin Fee - Year 5 June 30, 2021 – June 30, 2022
Installer	\$ 145.00	\$ 107.97	\$ 111.21	\$ 114.54	\$ 117.98	\$ 121.52
Project Foreman	\$ 155.00	\$ 115.41	\$ 118.88	\$ 122.44	\$ 126.11	\$ 129.90
Specialist	\$ 155.00	\$ 115.41	\$ 118.88	\$ 122.44	\$ 126.11	\$ 129.90
Project Manager	\$ 190.00	\$ 141.47	\$ 145.72	\$ 150.09	\$ 154.59	\$ 159.23
Engineer	\$ 190.00	\$ 141.47	\$ 145.72	\$ 150.09	\$ 154.59	\$ 159.23
CAD/Drafter	\$ 125.00	\$ 93.08	\$ 95.87	\$ 98.74	\$ 101.71	\$ 104.76
Program Manager	\$ 210.00	\$ 156.37	\$ 161.06	\$ 165.89	\$ 170.87	\$ 175.99
Service Coordinator	\$ 105.00	\$ 78.18	\$ 80.53	\$ 82.94	\$ 85.43	\$ 88.00
Service Manager	\$ 190.00	\$ 141.47	\$ 145.72	\$ 150.09	\$ 154.59	\$ 159.23
Service Technician	\$ 165.00	\$ 122.86	\$ 126.54	\$ 130.34	\$ 134.25	\$ 138.28
Software Engineer	\$ 190.00	\$ 141.47	\$ 145.72	\$ 150.09	\$ 154.59	\$ 159.23
Subject Matter Expert (SME)	\$ 265.00	\$ 197.32	\$ 203.24	\$ 209.34	\$ 215.62	\$ 222.08
Professional Services	\$ 225.00	\$ 167.54	\$ 172.56	\$ 177.74	\$ 183.07	\$ 188.56

## NOTES:

- For all standard or emergency service calls, there will be a minimum 4 hour charge applied. Mileage charge is included up to 50 miles from the point of dispatch. Mileage in excess of 50 miles from point of dispatch will be charged at \$.50 per mile.
- Prevailing Wages are excluded, but will be priced where required at an increase not to exceed 25%

2. SERVICE LOCATION and INSTRUCTIONS

## a. Delivery Instructions.

Contractor shall perform all on-site services Monday through Friday, between the hours of 7:00 A.M. and 4:00 P.M. (Pacific Time). Work shall not be performed on County holidays.

County holidays are as follows:

New Year's Day	Martin Luther King's Birthday	Lincoln's Birthday
President's Day	Memorial Day	July 4 <sup>th</sup> -Independence Day
Labor Day	Columbus Day	Veteran's Day
Thanksgiving & Friday	Christmas Day	

- b. County's project manager(s) shall contact the Contractor to coordinate all services. County's project manager(s) and other County staff shall escort Contractor to work site and shall remain onsite through the duration of each work day.
- c. County's project manager(s) shall inform Contractor of days where work cannot be performed or when on-site access is denied.
- d. Contractor shall make delivery of components and parts used to support facility security equipment to the County's project manager(s) placing orders:

Sheriff-Coroner Department / Research & Development Division 431 The City Drive South Orange, CA. 92868 Attn: Mindi Brawner Ph: 714-935-7685 Email: mbrawner@ocsd.org	Sheriff-Coroner Department / Communications & Technology Division 840 N. Eckhoff Street Orange, CA. 92868 Attn: Dorian Baxter Ph: 714-704-8961 Email: dbaxter@ocsd.org
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- e. Contractor shall perform services including installation at various locations of the Sheriff- Coroner Department.
- f. Contractor shall coordinate on-site parking of Contractor's vehicles with County project manager(s).

ATTACHMENT B  
Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Telecommunications Technology Solution Services and Products as set forth in Attachment C, NJPA Contract No. 031517-CTL and as modified herein by ATTACHMENT A, "Scope of Work."

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with this contract and NJPA Contract No. 031517-CTL Terms and Conditions.

2. Fees and Charges: County will pay fees in accordance to the NJPA Contract No. 031517-CTL attached hereto in Attachment C.

Contract amount shall not exceed \$2,800,000 for first contract term

Taxes, freight, shipping and handling charges are permitted and shall be paid against this Contract.

3. Firm Discount and Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
4. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
5. Payment Terms – Payment in Arrears: Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

6. Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
7. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
  - a. Contractor's name and address
  - b. Contractor's remittance address, if different from 1 above
  - c. Contractor's Taxpayer ID Number
  - d. Name of County Agency/Department
  - e. Delivery/service address
  - f. Master Agreement No.
  - g. Agency/Department's Account Number
  - h. Date of invoice
  - i. Product/service description, quantity, and prices
  - j. Sales tax, if applicable
  - k. Freight/delivery charges, if applicable
  - l. Total

Invoice and support documentation are to be forwarded to:

Sheriff-Coroner Department / Research & Development Division 431 The City Drive South Orange, CA. 92868 Attn: Mindi Brawner Ph: 714-935-7685 Email: mbrawner@ocsd.org	Sheriff-Coroner Department / Communications & Technology Division 840 N. Eckhoff Street Orange, CA. 92868 Attn: Dorian Baxter Ph: 714-704-8961 Email: dbaxter@ocsd.org
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10. Payment (Electronic Funds Transfer (EFT))

The County offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in Section 9. Notices. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

#### 11. Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30<sup>th</sup>, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90<sup>th</sup>) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

ATTACHMENT C

NJPA Contract No. 031517-CTL



**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 031517-CTL

Proposer's full legal name: Convergent Technologies LLC

**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be June 30, 2017 and will expire on June 30, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
 NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
 AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
 (NAME PRINTED OR TYPED)

  
 NJPA EXECUTIVE DIRECTOR/OEO SIGNATURE

Chad Coquette  
 (NAME PRINTED OR TYPED)

Awarded on June 29, 2017

NJPA Contract # 031517-CTL

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

**Vendor Name** Convergent Technologies LLC

**Authorized Signatory's Title** General Manager

  
 VENDOR AUTHORIZED SIGNATURE

Vincent Piau  
 (NAME PRINTED OR TYPED)

Executed on 19th July, 2017

NJPA Contract # 031517-CTL

ATTACHMENT D

RFP PROPOSAL # 031517