

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 indemnittees 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, 2nd 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

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: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

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:						
<ul style="list-style-type: none"> 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 th -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
---	--

- 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:

<p>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</p>	<p>Sheriff-Coroner Department / Communications & Technology Division 840 N. Eckhoff Street Orange, CA. 92868 Attn: Dorian Baxter Ph: 714-704-8961 Email: dbaxter@ocsd.org</p>
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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 30th, 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 (90th) 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.

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: Converqint 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/CEO 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 Converqint 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

11/15/17 10:56 AM C:\Users\m\Documents\2017\MA-060-18011409\Attachment D - Facility Security Equipment Systems, and Services with Related Equipment and Supplies\Attachment D - Facility Security Equipment Systems, and Services with Related Equipment and Supplies



Convergint[®]
TECHNOLOGIES
Making a Daily Difference

RFP # 031517

Response to Forms Package

NJPA FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES

March 15, 2017, 4:30 PM Central Time

This proposal includes data that may not be duplicated, used, or disclosed outside the NJPA - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror of - or about - the submission of such data, the NJPA will have the right to duplicate, use, or disclose the

Convergint Technologies LLC

4395 Nicole Drive, Lanham, MD 20706

C/O: Melissa Bulluck, Director of Contracts

Telephone: 301-459-8730 /

Email: Melissa.Bulluck@convergint.com

The National Joint Powers Alliance[®] (NJPA)

202 12th Street, Northeast, Staples, MN 56479

Phone: Mr. Jonathan Yahn

Telephone: 218-895-4144

Email: jonathan.yahn@njpacoop.org

UNITED STATES • CANADA • ASIA PACIFIC • EUROPE



Making a Daily Difference

March 15, 2017

Mr. Jonathan Yahn
The National Joint Powers Alliance® (NJPA)
 202 12th Street, NE / P.O. Box 219
 Staples, MN 56479
 888-894-1930

Dear Mr. Yahn:

Convergent Technologies (Convergent), founded in 2001, is a global service-based integrator of Electronic Security, Fire Alarm & Life Safety, Healthcare Technologies, Physical Security, Communications, and Building Automation. We provide professional services that seamlessly combine both our systems and enterprise integration skills to integrate disparate facility systems to meet our customers' evolving business requirements. From day one, delivering value through unparalleled customer service and consistent operational excellence has been foundational at Convergent. Our promise and our number one objective is to be our customers' best service provider.

Convergent employs over 2,600 professionals in locations throughout the world and was recently recognized by SDM as the 2nd largest systems integrator in North America. In today's environment, the issues our customers face are both challenging and complex. Convergent has a history of making a daily difference with clients by building trust and creating integrated solutions and services for the life of their facilities. At Convergent, our greatest strength is our people, core values and beliefs, partnerships with the worlds' leading technology partners, and best-in-class service solutions.

Convergent looks forward to working with NJPA and agrees to all terms, conditions, and amendments unless otherwise noted in our response.

Contact Information

Company Name	<i>Convergent Technologies LLC</i>				
Address	4395 Nicole Drive	City, State	Lanham, MD	Zip	20706
Telephone	301-459-8730		Fax	301-459-8731	
E-Mail Address	Melissa.Bulluck@convergent.com				
Contact Person	Melissa Bulluck				
Print Name & Title	Melissa Bulluck, Director of Contracts				

Sincerely,

Melissa Bulluck
 Contracts and Proposal Manager – Convergent Technologies LLC
 melissa.bulluck@convergent.com office: 301-459-8730

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INTRODUCTION

Convergint Technologies is pleased to present our formal response to the Facility Security Equipment, Systems, and Services with Related Equipment and Supplies Request for Proposal. We have had the opportunity to review the Proposal Invitation, Scope of Work, Instructions, General Terms and Conditions, Specifications, and Evaluation Item requirements in detail, and have responded pursuant to the requirements outlined in your Proposal Invitation.

Convergint is the largest independent systems integrator and service provider of Electronic Security and Life Safety Systems with significant experience in the defense contractor and government market. The company was founded on the belief that "we expect to be our customer's best service provider – no matter what business we are in." We know that to be successful, the implementation of the systems we provide must meet and exceed the expectations of all stakeholders, users, administrators, and other security personnel and be completed on time and within budget.

Convergint will provide the project direction, organization, and the technical horsepower for the delivery of the systems. Convergint's Project Managers are highly experienced leaders and will pull the necessary knowledge and expertise from all entities in the delivery of the project(s). Convergint's turnkey approach provides NJPA with a unique opportunity to leverage best practices from successful nationwide deployment programs of global commercial clients and Government agencies. Our comprehensive approach to a total system solution will enhance physical security infrastructure and system standards, and provide exceptional value for the contract. We believe strongly that upon a detailed review of this RFP Response, you will agree that a partnership with Convergint Technologies' clearly offers the best combination of nationwide presence, highly certified and technically competent personnel, reliable and always available call centers, sound operations network, and access to metrics to transparently measure contract performance.

1.0 FORM A: PROPOSER QUESTIONNAIRE – GENERAL BUSINESS INFORMATION

Form A



PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P***

Proposer Name: Convergent Technologies LLC	Questionnaire Completed by: Melissa Bulluck
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Please identify the person NJPA should correspond with from now through the Award process:

Name: Melissa Bulluck	E-Mail Address: Melissa.Bulluck@convergent.com
-----------------------	--

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.

Convergent Technologies
 Mailing Address: 4395 Nicole Drive, Lanham, Maryland 20706
 TIN 90-0881132
 Telephone (301) 459-8730

- 2) Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the [facility security equipment, systems, and services with related equipment and supplies] industry.

Convergent is an industry leading global service-based systems integrator. Our expertise and strategic focus is predicated on providing comprehensive design, installation, and service (maintenance) for security and integrated building systems. We are the nation's largest independent security systems integrator and have over 16 years of experience and "lessons learned" supporting Government and commercial customers. From day one, delivering value through unparalleled customer service and consistent operational excellence has been foundational at Convergent. Our promise and our number one objective is to be our customers' best service provider. Frost & Sullivan's (an independent organization) research analyst, Jason Halverson states, "*Convergent Technologies has a service culture that is unmatched in their industry. We confirmed that their stated value and belief 'to be our customer's best service provider' drives their organization and is supported through advanced technology, employee responsiveness, and focus on the customer*". Our most valuable resources are our People,

Culture, Technologies, Services, and Nationwide Footprint and they are what set us apart from our competitors.

Our People – Our greatest strength is our people. We are the fastest growing and leading security integrator because of our people. Convergent hires and develops the industry’s most dedicated and qualified colleagues and provide an aggressive certification plan to keep them trained in the latest technological innovations, industry trends, and regulations. In 2016, we invested over \$7M in training courses!

Convergent Technologies *Our Values and Beliefs*

- I am Convergent**
– I own my position on the team
- I am accountable for my continuous development**
– a better me is a better Convergent
- I have integrity**
– It's what I do when no one's watching
- I keep everyone informed**
– communicate, communicate, communicate
- I make responsible decisions**
– timely, educated and cost effective
- We expect to be our customers' best service provider**
– no matter what business we are in
- We deliver results**
– period
- We believe in balanced lives**
– family, business, community
- We create a positive work environment**
– we recognize and celebrate good stuff
- We promote fun and laughter on a daily basis**
– "so I got that going for me, which is nice!"

Making a Daily Difference

Our Culture – Convergent was founded on a set of core Values and Beliefs that express our responsibility to our customers, our colleagues, and our communities. Our daily commitment to these values is one key reason why our customers choose to do business with Convergent.

Our Technologies – Convergent maintains strong relationships with the worlds’ leading technology partners to provide customers with a choice of best-in-class solutions, which allows us to provide cost effective, customized valued solutions and products to our customers. Instead of tying your hands to one provider or one manufacturer, we promote non-proprietary systems that enable you to avoid sole source dependency while maintaining cost effectiveness and ensuring long-term system flexibility.

Our Services – One of our core values is that we expect to be our customers’ best service provider. Convergent designs service programs to meet client’s specific business goals by leveraging dedicated, certified colleagues to ensure system integrity and uptime.

3) Provide a detailed description of the products and services that you are offering in your proposal.

Services	Systems Implementation
<input type="checkbox"/> Program Management	<input type="checkbox"/> Access Control (PACS)
<input type="checkbox"/> Engineering and Design	<input type="checkbox"/> Video Surveillance (CCTV)
<input type="checkbox"/> Turnkey Installation	<input type="checkbox"/> Intercom and Paging
<input type="checkbox"/> Preventative Maintenance	<input type="checkbox"/> Visitor Management
<input type="checkbox"/> Emergency Service	<input type="checkbox"/> Sensor Technology
<input type="checkbox"/> Professional Services (PSG)	<input type="checkbox"/> Enterprise Systems
	<input type="checkbox"/> Fire & Life Safety
	<input type="checkbox"/> Mass Notification Systems

Convergent employs over 2,600 professionals in over 76 locations throughout North America, the Pacific Rim, and Europe with annual revenues more than \$500M. All of our revenue is derived from the design, installation, and support of security solutions and building technologies with 85% of that revenue coming from our Electronic Physical Security division. We have over 2,600 colleagues in our organization that hold many professional and industry certifications including

those from Software House, Avigilon, AMAG, Lenel, Milestone, DMP, Axis (Platinum Partner), Razberi (Platinum Partner), Pelco, Microsoft, Oracle, Cisco, Boon Edam, Future Fiber Technologies and many more. We have a dedicated, federal, state, & local focused, Government centric team, Convergent Government Solutions (CGS). We are the Contractor of choice in performing this work given our verifiable success on contracts of similar size and scope; and our ability to attract and retain highly skilled talent, and certified/trained personnel. Convergent is aligned with the current and future needs of our customers and addresses emerging global security challenges. Our personnel possess in-depth knowledge that is essential to operating in Federal Government environments and have on-the-ground experience providing security systems installation, integration, maintenance, and support for local, state, and the federal Government as well as commercial customers worldwide.

Convergent is accustomed to designing, installing, programming, and maintaining a variety of security systems that conform to government standards such as those set by HSPD-12, GSA APL & CSEISP, DOD, DOS, UL 2050, and various other agency requirements.

Our Security Platforms include:

Access	IP Video	Video Management	Perimeter	Intrusion	Intercom	Other
LENEL	AXIS	ONVIF	SONEL	DMP	Code Blue	M. FROSTEN
SOFTWARE HOUSE	SONY	GENETIC	Sonelar Stellar	Honeywell	CODE BLUE	Heitler
AMAG	PELCO	GENETIC	Fiber Sentinel	BOSCH	TALK A PHONE	ALPHATEC
Honeywell	Panasonic System Solutions	ONSSI	FEI	BOSCH	GAIPHONE	ALPHATEC
HID	ASCOM	GENETIC	MSI	FiberPatrol	D	BOON EDAM
ASSA ABLOY	SAMSUNG	GENETIC	FiberPatrol			CAVARADO
TYCO	INDRAVISION	EXACQ				EDUCATIONAL
IDenticard		VERINT				SECURITY

ACCESS CONTROL SYSTEMS

Our foundational knowledge of ACS and IDS is formed by our corporate management. Convergent's certified technicians and engineers' survey, design, install, integrate, and maintain access control systems and perimeter protection within the U.S., Europe, China, and Canada. We are experienced with Software House, AMAG, Avigilon, LENEL, etc. and have developed and installed video-based solutions, biometric-based solutions, Radio-Frequency Identification (RFID), and wireless based solutions. Convergent's ACS and IDS integration also allow real-time monitoring, effective controls, swift response capabilities, and significantly improved levels of security across entire organizations.

Convergent Technologies is an authorized Value Added Reseller (VAR) for industry leading card access manufacturers. At Convergent, we specialize in more complex enterprise card access applications, especially those involving the integration of IP-based video, intrusion systems, smartcards, human resource databases, etc. Convergent has the right solution and technical support needed to complete a project on-time and on-budget, no matter what the card access need may be. We feel the Access Control Services you have listed for the contract cover the

majority of contingencies that could arise with an Access Control system, but offer the following suggestion that may be useful to individual agencies or localities.

Convergint can also provide system inventory and assessments to answer:

- What system is in place?
- Is it still supported by the manufacturer? (Can any vendor still receive technical support- and estimate of useful life of system, to allow for proactive budgeting for upgrade/replacement)
- Are their system database backups in place?
- Are the batteries functional? Are they dated as to the time of installation? (only good for 3-5 years)
- Does the Agency / Locality have to comply with new regulations? (Smart Card or Identity Verification)
- Standardization across entities (reduces overall training cost, allows for shared spare parts, can be done over time)

BURGLAR ALARMS

Intrusion Detection systems continue to be an important aspect of a comprehensive security solution. Convergint goes well beyond simply designing, installing, and servicing traditional alarm intrusion systems. Convergint can also seamlessly integrate alarm intrusion with card access, IP video, and other important building systems. This integrated approach increases security and makes the entire system easier to manage and maintain. Convergint offices across the nation are UL 2050 certified and can work with 24/7/365 Dispatch Centers to ensure 100% compliance with state, local, or customer requirements. We feel the Burglar Alarm Services you have listed for the contract cover the majority of contingencies that could arise with a Burglar Alarm system, but offer the following suggestion that may be useful to individual agencies or localities.

Convergint can provide System Inventory and regular testing which includes:

- Reduction of Liability through regular (documented) system testing- (manufacturers recommend testing on a regular basis, and most have language in their contracts limiting their liability only to the cost of their equipment- leaving all of the risk for a faulty Burglar Alarm sensor on the system owner. Due diligence will help to offset this significant risk.
- Are the batteries functional? Are they dated as to the time of installation? (only good for 3-5 years)
- Does the Agency / Locality have to comply with new regulations? (Alarm Verification prior to police dispatch)
- Standardization across entities (reduces overall training cost, allows for shared spare parts, can be done over time)

CLOSED CIRCUIT TELEVISION (CCTV)

Convergint has provided CCTV digital surveillance systems to a diverse range of locations. Our use of sustainable video technologies tailored to our clients' needs allow for image capturing, data archiving, and off site monitoring. Our sophisticated surveillance systems deliver lasting, adaptable solutions to personnel safety, operations management, investigations, and other potential risks such as intrusions and casing. With thousands of IP cameras already installed, Convergint is the systems integration leader in designing, installing, and servicing IP-based video solutions. Having established strong industry leading manufacturing relationships, Convergint is able to provide the very best IP-based technologies to our customers. At Convergint, it does not stop with simply installing the best technology. Convergint also has network certified personnel to

ensure your installed IP-based video solution is adhering to established IT industry standards and practices.

IP-based video surveillance has quickly become a powerful tool for public safety and security, and the demand is growing exponentially. The ability to connect digital video cameras to the internet and networks has increased the flexibility and accessibility for both the collection and distribution of video data. While this enables cameras to be installed in more locations, the availability of data ports and cabling remain limiting factors when deploying video. The proper wireless technology can eliminate most, if not all, of the issues associated with areas that are too difficult or expensive to wire. We feel the CCTV Services you have listed for the contract cover the majority of contingencies that could arise with an CCTV system, but offer the following suggestion that may be useful to individual agencies or localities.

Convergent can provide system inventory and assessments to address:

- What system is in place?
- Is it still supported by the manufacturer? (Can any vendor still receive technical support- and estimate of useful life of system, to allow for proactive budgeting for upgrade/replacement)
- Are their system database backups in place? (Personnel cost / vendor cost to restore a system from scratch \$\$\$)
- Does the Agency / Locality have to comply with new regulations? (Identity Verification or Alarm Verification prior to police dispatch)
- Standardization across entities (reduces overall training cost, allows for shared spare parts, can be done over time)

Regarding sections 1.3.2, 1.3.3 and 1.3.4- we will comply with these sections if the customer would like to proceed in this manner, but we believe it is in the customer's best long term interest to utilize Commercial Off the Shelf (COTS) products unless there are specific and mandatory requirements for a system that cannot be met with COTS products. A custom-built solution ties the customer to a particular vendor for the life of the system, therefore likely increasing the total cost of ownership of that system while simultaneously reducing the total pool of qualified technicians that can support that product. COTS products offer dozens of features that have been developed at the request of end users, so they likely already have most options that the end user may want. COTS are supported by the manufacturer as well as many vendors- the customer is not handcuffed to a vendor to support that platform. If they are not receiving the service they require, they can call in another certified vendor and get the service they need. Video systems have many of the same features and therefore have become a limited type of commodity; they all record video, and provide for local or remote storage, searchable archive video etc., so price is an important factor in this market segment, which benefits the customer as well in the form of published pricing, that is lower in cost than "home-made" Video systems.

PORTABLE FIRE EXTINGUISHERS

Convergent Technologies specializes in providing customers with leading Fire Alarm & Life Safety technologies, application expertise, and services. By assembling a project team with vast industry experience and technical competence, Convergent works with their clients to deliver compliant, non-proprietary solutions which avoid sole-source dependency and assure long term cost competitiveness. From system retrofit to new construction and equipment only to turnkey system installation, Convergent provides the very best value for your project regardless of size and complexity. In addition, Convergent's customer support programs ensure the performance and integrity of your system is maintained without compromise to occupant safety, business mission and AHJ compliance. Convergent can provide Portable Fire Extinguishers to all customers.

FIRE EXTINGUISHING SYSTEMS

Convergent specializes in providing some of the most innovative fire alarm technologies available today. Whether a customer's need is performance-based or centered on code compliance, Convergent's goal is to engineer solutions that provide continuous workplace safety, operational efficiency and AHJ compliance. These include applications for smoke detection, one- and two-way voice communication, elevator recall, smoke control and critical system monitoring. Convergent's solutions reach far beyond system installation. System testing, preventative maintenance, web-based reporting and around-the-clock emergency service is available on all systems, not just those we install. We back up these services with trained and certified technicians who are committed to delivering unequalled customer service.

Convergent Provides:

- Intelligent Fire and Smoke Detection
- Portable Fire Extinguishers
- Air Sampling Detection
- Specialty Detection
- Suppression Systems
- One-Way and Two-Way Emergency Voice Communication
- Notification Appliances
- Graphic and Directory Annunciators
- Auxiliary Equipment
- Monitoring
- Intelligent Fire and Smoke Detection

Convergent can provide fire extinguishing systems for this contract and have no additions.

FIRE SPRINKLER SYSTEMS

Convergent Technologies is an authorized strategic partner and distributor for industry leading fire alarm manufacturers. From single building retail, multi-tenant high-rises, to multi-building campuses and everything in between, Convergent serves some of the most demanding occupancies in the business. Whatever your engineered fire alarm needs, Convergent has the right product, technical support, and industry resources to deliver your project on-time and on-budget. Convergent can provide fire Sprinkler systems that meet all federal and state regulatory compliance.

FIRE ALARM/PROTECTIVE SIGNALING SYSTEMS

Recognized as North America's System Integrator of the Year, Convergent designs, installs and services the most reliable and comprehensive fire solutions for organizations of all sizes including Fire Alarm and Protective Signaling Systems. We offer only best-of-breed technologies from the industry's leading manufacturers and seamlessly integrate them to ensure the safety of the people, property, and assets you protect.

Please see our Line Card below of manufacturers below.

Fire Alarm & Life Safety Line Card (U.S.)

Convergent Technologies is a global service-based integrator with a dedicated focus in Electronic Security, Fire Alarm & Life Safety Systems, Mass Notification, Communications, Healthcare Technologies and Building Automation. Convergent works with their clients to deliver compliant, non-proprietary solutions which avoid sole-source dependency and assures long term cost competitiveness providing the very best value for your project. Customer Support Programs ensure the performance and integrity of your system is maintained without compromise to occupant safety, business mission and AHJ compliance.

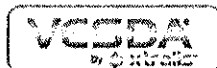


System Design • Turnkey Installation • Customer Training • Service

Intelligent Fire and Smoke Detection



Air Sampling Detection

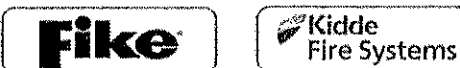


Specialty Detection

Beam Detection				
Flame Detection				
Linear Heat Detection				
Video Smoke Detection				

Suppression Systems

*Subject to market availability



One- and Two-Way Emergency Voice Communication



UNITED STATES • CANADA • ASIA PACIFIC • EUROPE

4) What are your company's expectations in the event of an award?

Convergent expects to be a successful bidder and winner of NJPA. Once the contract is awarded, Convergent will begin its marketing and strategy plan in order to gain new business and bring business to NJPA. Convergent understands the privilege that is bestowed upon us as an awardee of a cooperative purchasing program. Our primary priority is to gain an in depth understanding of the cooperative's compliance requirements. Within Convergent's Government Solution team, there is a team that focuses solely on compliance, and making sure everyone throughout the

company understands the compliance requirements, and adheres to the compliance regulation. This group mitigates any issues of non-compliance before it leaves the confines of Convergent. Our next priority is developing and implementing a sales execution plan specifically for the NJPA cooperative. One of the key components needed to form this sales execution plan is understanding who the cooperative's customer base is. For example, Texas DIR is specifically geared toward State of Texas agencies. Having this knowledge allows us to create a sales execution plan specifically geared towards State of Texas agencies, and affords Convergent the opportunity to meet the needs of State of Texas agencies by simplifying and shortening the procurement process. There are success stories across all of our awarded cooperative purchase programs, and that is simply due to strategizing. Once we win a new cooperative purchasing program, we spend 30 seconds celebrating the accomplishment, and then we roll up our sleeves and figure out how we can use this cooperative to make the lives of our customers' easier.

5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.

From corporate offices in Chicago and various branch offices throughout North America, our focus within Convergent Technologies is to exceed expectations relating to the implementation of complex electronic security provisions with Fortune 1000 companies, hospitals, universities, and government municipalities. As a full-service integrator that designs, builds, finances, and maintains building technology infrastructure systems, our corporate strength and financial stability leverage our diverse capabilities across the globe.

Convergent has consistently grown over 15% every year since incorporated in 2001. In 2015, we achieved over \$500 Million in total revenue and now have over 70 offices in the United States and Canada with over 2,600 colleagues. With new financial funding from KRG Capital who has over \$1.96 Billion in Fund IV capital, our plan is to escalate our company's growth to over \$700 Million by 2017.

<i>Table 1. Annual Sales</i>			
2013	2014	2015	2016
\$328M	\$408M	\$469M	\$595M*

*Audited financials have not yet occurred.

Please see our banking reference letter. Any additional information is available on request.



June 2, 2014

RE: Convergent Technologies LLC

To Whom It May Concern:

Please be advised that Fidelity and Deposit Company of Maryland (Zurich North America) currently provides bonding credit to Convergent Technologies LLC. Their single limit is \$20,000,000.00 with an aggregate of \$50,000,000.00 (but not limited to this amount). We have been writing their bonds over three years and the largest bond written is \$13,422,826.29.

We continue to be confident in Convergent Technologies LLC's ability to perform and we recommend them for your favorable consideration.

This letter is not to be construed as an agreement to provide surety bonds for any particular project, but is offered as an indication of our past experience and confidence in the firm. Any specific request for bonds will be underwritten on its own merits.

Sincerely,

Fidelity and Deposit Company of Maryland (Zurich North America)


Ila Delman
Attorney-in-Fact

Zurich North America
Surety, Credit & Political Risk
1400 American Way Lane
Tower 2, Floor 3
Schaumburg, IL 60196

Bond Number: Prequalification

Obligee: Various

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by Geoffrey Deliso, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Ira Delman his true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed; any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has herunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of May, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: Gerald F. Haley
Assistant Secretary
Gerald F. Haley

Geoffrey Deliso
Vice President
Geoffrey Deliso

State of Maryland
County of Baltimore

On this 17th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Geoffrey Deliso, Vice President and Gerald F. Haley, Assistant Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and say, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have herunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2nd day of June, 2014.



Thomas O. McClellan

Thomas O. McClellan, Vice President

6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?

Convergent is in the top tier of integrators both in the USA and Canada. See our office locations below.

Convergent has over 40+ locations in the USA, 10 offices in Canada, and 70+ worldwide. We would like to work throughout the contiguous United States and Canada.

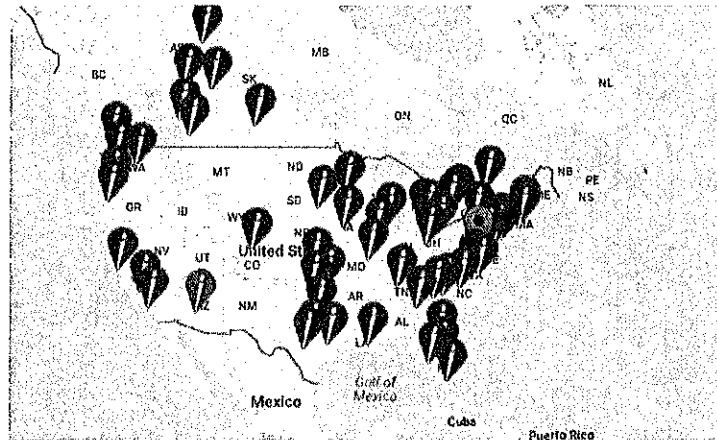


Figure 1. North American Office Locations

7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.

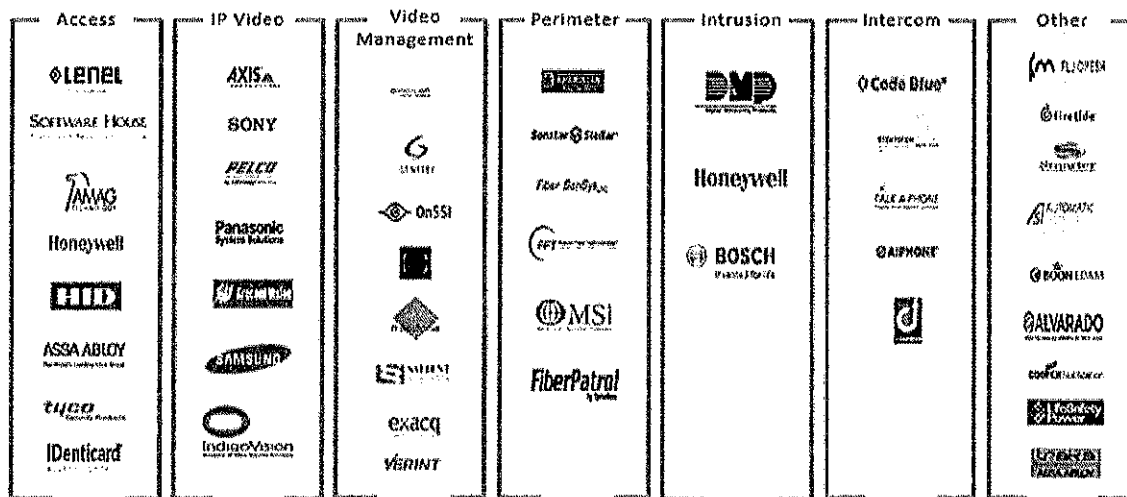
No.

8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.

Convergent is a Value Added Reseller and a service provider.

a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?

Convergent Technologies is an authorized Value Added Reseller (VAR) for several industry leading electronic security and life safety manufacturers. Please see our VAR Letters in Appendix F and a small portion of our vendors in the screen shot below.



b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?

Convergint is a nationwide integrator and employs over 2,600 professionals that serve as technicians, project managers, office staff, and our sales force. Convergint does use vetted small business contractors as needed. Our offices are local to the site and we have trained and fully certified employees.

9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.

Convergint has all required licenses for working in the US and Canada. Please see Appendix D for our licenses.

10) Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.

Convergint has not been suspended or disbarred from any work since our company's founding.

11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Convergint Technologies designs, installs, and services seamlessly integrated electronic security solutions for commercial, industrial, and government clients. Serving single-site customers, as well as those with a global multi-site footprint, Convergint will design a solution to meet current needs as well as future growth plans. Most importantly, Convergint provides a wide-array of professional services to ensure the client's investment is protected and continues to operate as originally designed.

Access Control

Convergint Technologies is an authorized Value Added Reseller (VAR) for several industry leading card access manufacturers. At Convergint, we specialize in more complex enterprise card

access applications, especially those involving the integration of IP-based video, intrusion systems, smartcards, human resource databases, etc. Convergent has the right solution and technical support needed to complete a project on-time and on-budget, no matter what the card access need may be.

Identity Management

Convergent Technologies provides comprehensive identity solutions ranging from basic proximity card technology to "smart-cards" with integrated chips. Budget, convenience, standards compliance, data security, performance and/or identification requirements play a big role in determining the best identity solution for our customers. Convergent will work with NJPA customers to develop an identity management strategy that fits both their needs and budget.

IP Video & Video Management

With thousands of IP cameras already installed, Convergent is the systems integration leader in designing, installing, and servicing IP-based video solutions. Having established strong industry leading manufacturing relationships, Convergent is able to provide the very best IP-based technologies to our customers. At Convergent, it does not stop with simply installing the best technology. Convergent also has network certified personnel to ensure your IP-based video solution is installed adhering to established IT industry standards and practices.

Wireless Technology

IP-based video surveillance has quickly become a powerful tool for public safety and security and the demand is growing exponentially. The ability to connect digital video cameras to the internet and networks has increased the flexibility and accessibility for both the collection and distribution of video data. While this enables cameras to be installed in more locations, the availability of data ports and cabling remain limiting factors when deploying video. The proper wireless technology can eliminate most, if not all, of the issues associated with areas that are too difficult or expensive to wire.

Intrusion Detection

Intrusion Detection systems continue to be an important aspect of a comprehensive security solution. Convergent goes well beyond simply designing, installing, and servicing traditional alarm intrusion systems. Convergent can also seamlessly integrate alarm intrusion with card access, IP video, and other important building systems. This integrated approach increases security and makes the entire system easier to manage and maintain.

Communication Solutions

Selecting the right communication systems to meet customers' specific needs can be a challenging task. Convergent Technologies has experience with some of the most advanced VoIP communication systems on the market today. Speed, reliability and system integration capability are just some of the critical elements in selecting the right communication system. Whether it's a control room intercom solution or a campus-wide mass notification system, Convergent has the experience to design, install and service the right solution for NJPA customers.

Physical Security Information Management

One of the fastest growing areas in the electronic security is in Physical Security Information Management (PSIM). As more security platforms migrate to IP-based technology, customers are seeking innovative ways to integrate these different technologies, become more proactive with policy-based system decisions and at the same time drive down the cost of ownership associated with the systems they manage. Managing disparate platforms and operating systems is becoming increasingly complex and most simply do not have the budget for a "rip and replace" strategy. A

Physical Security Information Management system allows customers to leverage the various systems they already have in place and "normalize" the user interface.

Convergent Technologies specializes in providing customers with leading Fire Alarm & Life Safety technologies, application expertise and services. By assembling a project team with vast industry experience and technical competence, Convergent works with their clients to deliver compliant, non-proprietary solutions which avoid sole-source dependency and assures long term cost competitiveness. From system retrofit to new construction and equipment only to turnkey system installation, Convergent provides the very best value regardless of size and complexity of the project. In addition, Convergent's customer support programs ensure the performance and integrity of the system is maintained without compromise to occupant safety, business mission and AHJ compliance.

Intelligent Fire and Smoke Detection

Convergent Technologies is an authorized strategic partner and distributor for industry leading fire alarm manufacturers. From single building retail to multi-tenant high-rise to multi-building campuses and everything in between, Convergent serves some of the most demanding occupancies in the business. No matter what the engineered fire alarm needs, Convergent has the right product, technical support and industry resources to deliver your project on-time and on-budget.

Air Sampling Detection

At up to 1,000 times more sensitive than a standard smoke detector, a properly designed and installed air sampling system can provide the earliest possible warning of an imminent fire event. This is achieved by detecting smoke during the incipient stage of a fire by drawing air into the detector utilizing a high efficiency aspirator and pipe network. When business continuity is paramount and the environment for smoke detection is difficult, Convergent can deliver a solution to meet the demand.

Specialty Detection

Convergent serves an extensive range of vertical markets where building construction or ambient operating environment present unique detection challenges. These challenges are met by utilizing specialty detection technologies such as beam, flame, linear heat, video smoke or leak detection that are engineered for the location and hazard to be detected. These technologies must also be seamlessly integrated into the fire alarm or suppression system to accomplish the overall design strategy.

Suppression Systems

Convergent Technologies and our technology partners protect critical environments and high value assets to safeguard business continuity by utilizing special hazard fire suppression systems. Selecting the right technology and suppression agent is crucial; clean or inert gas solutions include Novec 1230, ECARO-25, FM-200, PROINERT2, Inergen, and water-mist. Convergent's suppression system partners share our goals of delivering unequalled quality, safety, and customer service in protecting mission-critical processes and facilities.

One-Way and Two-Way Emergency Voice Communication

Convergent Technologies utilizes vendors who excel in voice system technologies to provide UL Listed digital voice announcement and emergency notification systems. Technologies range from a distributed network system with multiple digital channels on a single pair of wires to a single enclosure standalone panel. With scalable voice systems available in 25VRMS and 70VRMS versions, Convergent can provide design, installation and service for any application.

Two-Way Communication Systems

Whether a building requires Area of Rescue Assistance or other two-way communication, these systems can be critical to ensuring building safety. Therefore, selecting the right vendor and product family is important. Convergent Technologies works with some of the most recognized names in the industry. When people need to know that rescue is on the way, they can depend on a Convergent voice / visual communication system.

Notification Appliances

A properly engineered and installed notification system is only as good as the peripherals used to annunciate the signal. This is one area where one-size doesn't fit all. Color, ambient operating environment, mounting requirements, mass notification, compatibility with existing devices and numerous other requirements require a flexible approach to building notification. Therefore, Convergent has partnered with multiple manufacturers to provide a wide array of award-winning peripherals.

Mass Notification

In simple terms, a mass notification system is an emergency management tool used to provide detailed pre-recorded or live instruction and information to building occupants (or wide area) in an emergency situation through a wide array of technologies. This capability is intended for the protection of life by indicating the existence of an emergency situation and instructing people of the necessary and appropriate response and action. Convergent Technologies has the design-build skills to design your mass notification system including the key aspects of system integration.

Sound Masking

Convergent designs and installs sound masking systems as part of an overall acoustic design plan for customers where achieving privacy economically in an open office environment is crucial. Sound masking can also be utilized to help minimize the distraction of various unwanted, low level noises.

Graphic and Directory Annunciators

In combination with the fire alarm control panel, an annunciator can be an emergency responder's first point of system interface in a fire event. A well designed annunciator can help to minimize confusion and alert personnel accordingly. Therefore, selecting the right product is important. Convergent Technologies works with vendors who design and manufacture products which can grow with a customer's facility. Annunciators are available in a variety of graphic and directory styles.

Auxiliary Equipment

Auxiliary components can make a significant difference when it comes to the overall integrity or operational characteristics of a fire alarm detection or suppression system. Components such as protective covers, specialty enclosures, multi-voltage control relays, trouble bell stations or UPS and AC Power Supplies can be provided by Convergent Technologies from one of the broad array of industry partners who are among the best in their respective field.

Monitoring

Convergent's UL Listed monitoring partners provide customers with professional, reliable services resulting in a fail-safe monitoring network. Convergent selects partners who are a leader in the alarm monitoring and security industries based on their reputation for innovation and relevant security monitoring technologies. Among these is the ability for users to manage their account on-line via a secure internet connection.

Industry Recognition & Marketplace Success

12) Describe any relevant industry awards or recognition that your company has received in the past five years.



Companies That Care

With the depth and breadth of our strong electronic security qualifications, we are positioned to support all requirements of electronic security. Our technicians, approach, posture, and tools coupled with our plan will ensure that we efficiently and effectively meet the workload demands of the contract. Convergent strives to provide the highest level of service to NJPA. We accomplish this by finding and hiring talented colleagues, providing them with challenging opportunities, and encouraging their innovation and initiative. Convergent has a 97% retention rate and is well above industry averages. We evaluate employee exits as a learning experience and use those lessons to develop methods for reducing future loses. Center for Companies That Care channels the power of business to address tenacious social issues. By doing so, we improve the lives of individuals, families, and communities and ensure social responsibility. The Companies That Care Honor Roll publicly spotlights and celebrates all Companies That Care, especially employers working to positively affect education and workforce development/diversity. For the 13th time, Center for Companies That Care announced its Honor Roll, a national list recognizing employers for outstanding workplace practices and active community involvement. Over 121,000 employees around the country are fortunate to work for the 16 employers on the 2015 list. The Honor Roll list contains privately owned, publicly traded, for-profit and non-profit companies, from 15 different industries.



Convergent Colleague Survey – Over 900 Convergent colleagues completed our company survey in January 2014. Survey questions allowed colleagues to rate the communication, integrity, training, development opportunities, accountability, working environment and other topics pertaining to colleagues' quality of experience working at Convergent. Colleagues continued to give high ratings for Convergent's long-term business outlook; Convergent Social Responsibility Day being a worthwhile cause; and Convergent being a great company to work for. The results and feedback are shared with each CTC's leader to highlight both positive feedback as well as the areas for improvement.



Convergent Leadership Program (CLP) – This past year we designed and implemented our first Convergent Leadership Program (CLP) in which we built relationships with several colleges, identified strong students, and have extended offers to several high-quality candidates that will be starting in May 2015. This is a twelve-month rotational leadership training program for recent college graduates that adds value to our formal succession planning by identifying future leaders.



U.S. Colleague Safety Program Growth – Over the course of 2014 there were several safety initiatives put into place, including electronic job hazard analysis form, electronic safety suggestion box, and parking directive. An electronic job hazard analysis form was developed and rolled out to all field colleagues where they can perform their hazard recognition on their cell phones and submit them electronically to a main server. All U.S. locations have formed local safety committees to promote safety as well as assist in compliance issues. One of the great ideas from these committees was the electronic safety suggestion box which is a group email that goes to the local committee members. This is an easy way for colleagues to make suggestions or bring up areas of concern. All the offices have adopted this and there has been a significant increase in suggestions. A parking directive was rolled out where all company vehicles now back into parking spaces and place a cone in front of the vehicle. This has reduced the number of backing incidents across the U.S.



Canadian Safety Program Growth & Safety Milestone – In September 2014, Convergent Technologies Canada achieved a safety milestone of zero lost time incidents in the last three years, a great accomplishment! The Canadian safety program grew significantly in

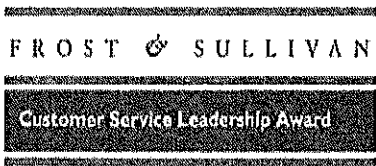
2014. The Green Hand Program was launched for new colleagues to wear a green sticker to identify them as new colleagues in the field for their first 3 months. They are assigned a mentor for that time to ensure they are familiar with Convergent's safety program. Canada expanded their safety team by hiring a Safety Manager for Canada to lead the safety team, and one more Safety Coordinator. Electronic FLHA's were rolled out to make it easier for field colleagues to complete their safety paperwork prior to beginning work. Safety alerts are now distributed to all colleagues on any "near miss" that occurred or vehicle incident to educate colleagues in prevention. Safety news is also published to colleagues such as action items/decisions from the monthly JH&S meetings, and regular safety bulletins.



Canadian Health and Wellness Initiative – A pilot project in Canada during 2013 that included a weight loss challenge and blood pressure checks was a huge success with our Canadian colleagues. Continuing with that momentum in 2014, there were 3 more "Body Fit Challenges" – two were team-based across all Canadian locations which promoted healthy competition. Prizes were awarded for the team with the most steps along with individual prizes for the top stepper. In the Fall of 2014, Canadian CTCs ran an individual-based pedometer and weight loss challenge in which colleagues a web based system to log their activities. Throughout the challenge, motivating emails containing tips on nutrition and physical activities were sent to participants. These challenges were very popular and heightened physical activity awareness along with healthy eating.



Canadian Employment Equity Program – In Canada, a new employment equity program was implemented. Convergent Technologies is subject the Canadian Legislated Employment Equity Program and we have made a commitment to ensure that all colleagues are treated fairly within our organization. All federally regulated private sector employers with 100 or more employees must implement an employment equity program. This program will ensure that women, Aboriginal peoples, persons with disabilities and visible minorities are equitably represented at all occupational levels within our workforce.



Per Frost & Sullivan research analyst Jason Halverson, *"Convergent Technologies has a service culture that is unmatched in their industry. We confirmed that their stated value and belief 'to be our customer's best service provider' drives their organization and is supported through advanced technology, employee responsiveness and focus on the customer."* Since our company was formed in 2001, we've

focused on providing exceptional customer services and it is extremely satisfying when an independent organization like Frost & Sullivan validates our service culture and overall leadership position. Our dedication to customer service is unmatched in this industry.

13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.

1. Steve Dancer
Fort Bend ISD

Life Safety Systems Manager
 13600 Murphy Road
 Stafford, TX 77477
 281-634-1677
 James.dancer@fortbendisd.com

2. Community Transit- Don Burr Security Manager
 (425) 438-6173
 Don Burr@commtrans.org
 7100 Hardeson Road
 Everett, WA 98023

3. Kent School District
 Fred Long
 (253) 373-7526
 Fred.Long@kent.k12.wa.us

14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.

PROJECT TITLE 1: FORT BEND INDEPENDENT SCHOOL DISTRICT	
Contractor Name:	Convergent Technologies LLC
Name of the customer/agency:	Fort Bend Independent School District (Texas)
Length of contract:	2015 – 2018
Initial Contract Price:	\$4.6M over last two years
Final Contract Price or price as of the last modification:	TBD
Description of product/service provided	Convergent leveraged the following partner relationships to assist us in winning this opportunity – Video Insight (VMS platform), Acti, Arecont Vision, Bosch, Sony (Camera mfg.), Fluid Mesh (wireless mesh) and Videolarm (housings). Video Insight did a fantastic job at positioning Convergent as their partner of choice although they had to maintain somewhat neutral on the subject of integration partners.
Facilities in which the product/service was performed:	Provide and install VMS and 3800 IP cameras spread across 11 high schools, 14 middle, 45 elementary, 4 specialized, and 12 admin / sports related facilities. After systems are installed and tested, we will remove existing analog cameras. This is part of a comprehensive refresh project to improve security district-wide
A narrative synopsis that shall describe the specific nature of the work, similarities with the proposed work and the relevant experience gained:	

Our scope - Provide and install VMS and 3800 IP cameras spread across 11 high schools, 14 middle, 45 elementary, 4 specialized, and 12 admin / sports related facilities. After systems are installed and tested, we will remove existing analog cameras. This is part of a comprehensive refresh project to improve security district-wide

Our strategy – to focus on what Convergent brings to the table (experience, reputation in the industry, certifications, dedicated service team, partnership with manufactures). We knew going in that we would not be the successful only on price. This was confirmed when the results of a bid tally focused on nine areas of performance including vendor reputation, vendor quality, vendor services, vendor safety record, vendor certifications, qualifications and past experience with school districts to name a few were shared and Convergent stood at the top of the list of sixteen bidders.

Convergent was awarded because we demonstrated to the district our strong financial backing, great K-12 market references, qualified personnel with experience and certifications, good safety record backed by an actual playbook, provided quality materials, provided documentation showing our excellent reputation with the vendors we proposed, put a plan together how we can accomplish the goal, and finally provided the best comprehensive RFP documentation focusing on our services and then financial investment. The result? Convergent displaced the twelve-year incumbent.

PROJECT TITLE 2: SOCIAL SECURITY ADMINISTRATION REGION 6 SECURITY AND MAINTENANCE	
Contractor Name:	Convergent Technologies LLC
Name of the customer/agency:	Social Security Administration
Contract/Purchase Order Number:	GS-07F-0251W Comprehensive, Firm Fixed Price
Customer points of contact	
Name:	Kyle Victry
Telephone number:	817-223-4443
fax number:	
e-Mail address:	Kyle.Victry@SSA.Gov
Length of contract:	5 years
Period of performance (dates):	09/30/2013 to 09/30/2018
Initial Contract Price:	\$1.53M
Final Contract Price or price as of the last modification:	TBD
Description of product/service provided	During site surveys, Convergent inventories and inspects all physical security equipment installed at the 143 installations down to the field device level for the IDS and VSS. Following the survey and inspection activities, Inventory lists and deficiencies are prepared and provided to SSA for

review. For new or retrofit physical security installations, Convergent technicians assist with planning and design tasks. Operational monitoring and managed video services are coordinated by the customer for their respective offices- Convergent is familiar with interfacing with FPS (Federal Protective Service) Mega Centers and completion of the Mega Center Alarm Requirements (MAR) documents package. Help desk and repair services are entered, tracked, and cataloged through Convergent's web-based iCare work order management system. Team Convergent includes 50 security specialists currently SSA badged and cleared to support all 143 sites in Region 6, and a Service coordinator to accept inbound phone calls and provide initial diagnostics for equipment issues in the field

Facilities in which the product/service was performed:

143 Social Security Administration Offices

A narrative synopsis that shall describe the specific nature of the work, similarities with the proposed work and the relevant experience gained:

Scope:

Description of Tasks: During site surveys, Convergent inventories and inspects all physical security equipment installed at the 143 installations down to the field device level for the IDS and VSS. Following the survey and inspection activities, Inventory lists and deficiencies are prepared and provided to Social Security Administration (SSA) for review. For new or retrofit physical security installations, Convergent technicians assist with planning and design tasks. Operational monitoring and managed video services are coordinated by the customer for their respective offices- Convergent is familiar with interfacing with FPS (Federal Protective Service) Mega Centers and completion of the Mega Center Alarm Requirements (MAR) documents package. Help desk and repair services are entered, tracked, and cataloged through Convergent's web-based iCare work order management system. Team Convergent includes 50 security specialists currently SSA badged and cleared to support all 143 sites in Region 6, and a Service coordinator to accept inbound phone calls and provide initial diagnostics for equipment issues in the field.

Complexity:

Annual Service Call Volume: Convergent Technologies performs approximately 327 service calls per year in SSA Region 6.

Number of sites receiving site surveys, installation, maintenance support and operational monitoring services simultaneously: Convergent Technologies performed site surveys, installation, maintenance support and operational monitoring services for up to 25 sites simultaneously.

Time constraints or conditions for obtaining credentialed or licensed staff: Convergent did have issues with the delays in government background check processing times. Convergent identified

the issue to the SSA, and this issue was quickly resolved. Convergent Technologies has experienced no issues in obtaining credentialed staff following the initial delay in the government's process.

Methods used for issuing and tracking jobs: Work Orders are issued and tracked through the iCare web portal, providing online and real time visibility to authorized SSA staff. All project costs are tracked through our internal accounting system, Spectrum, which is directly linked to our iCare platform.

Methods for equipment inventory: Equipment inventory is physically verified and manually tracked during the annual inspection process utilizing NFPA and Convergent standardized forms.

Significant Problems and Resolutions: A significant issue for Convergent was the SSA's Background Check process for our colleagues, which took longer than originally anticipated. Recognizing the issue, we worked directly with our local SSA contact and COTR to help streamline the process and decrease the processing time.

PROJECT TITLE 3: DHS USCIS Physical Security Modernization Program	
Contractor Name:	Convergent Technologies LLC
Name of the customer/agency:	GSA/Department of Homeland Security United States Citizenship and Immigration Services (USCIS) (Nationwide)
Contract/Purchase Order Number:	GS-P-00-15-LY-0019
Customer points of contact	
Name:	Chris Henderson
Telephone number:	202-286-2979
fax number:	
e-Mail address:	christopher.t.henderson@uscis.dhs.gov
Name:	John W Corbett, Program Manager
Telephone number:	202-501-2980
fax number:	
e-Mail address:	John.Corbett@gsa.gov
Length of contract:	Base year plus four, one-year option years
Period of performance (dates):	2/1/15 - 1/31/2020
Initial Contract Price:	BY \$548K OY1 \$398K OY2 \$403K OY3 \$408K OY4 \$488K
Final Contract Price or price as of the last modification:	Currently at \$3.6M.

Description of product/service provided	<p>Nationwide Physical Security Installation and Maintenance on multiple technologies (Lenel, Vicon, Pelco (IP and Analog Cameras), and Hirsch, Software House (Ccure 8000 and 9000), Milestone, Vicon, Panasonic, American Dynamics Interlogix, Gallagher (ACS), Exaq Vision, Honeywell, Lenel Video, Viscount (FICAM Compliant), Servers (ACS), PIV, DVR/NVR/HVRs, UPSs, CAD, Microsoft (Project, excel, Turnstiles (Gunnebo, American Technologies), X-Ray (Smith's Detection, L3, Rapid Scan), Magnetometers (Ceia, Garrett)).</p> <p>The requirement is to provide repair, replacement, system modifications, and inventory for all the USCIS security equipment within the designated USCIS Facilities (~140 both CONUS and OCONUS). All security equipment being replaced must meet the specifications contained within the Statement of Work (SOW) and certain Physical Access Control Systems (PACS) equipment must comply with; General Services Administration (GSA), Approval Products List (APL), Department of Homeland Security (DHS), and Federal Information Processing Standard (FIPS) 201.</p>
Discussion of the similarities and differences of experience:	<p>Convergent provides all labor, equipment, and materials required for the installation and maintenance for each USCIS location. USCIS security solutions are not standardized nationwide and we have supported Lenel ACS among several other technologies since contract start.</p>
Facilities in which the product/service was performed:	<p>This contract is security installation and maintenance for 140 sites CONUS and OCONUS for DHS USCIS, upgrading facilities to meet FIPS 201 Compliance.</p>
Quality of Past Performance:	<p>More than 90% of the work is directly performed by Convergent colleagues, the rest is provided by specialty (X-ray, Magnetometer) subcontractors or in remote regions via our fully vetted Connect Partner subcontractors.</p> <p>Convergent has no issues in the performance of the nationwide installation and maintenance for USCIS and to date has successfully completed the schedule on time and within budget!</p>
<p>A narrative synopsis that shall describe the specific nature of the work, similarities with the proposed work and the relevant experience gained:</p> <p>This contract has provided Convergent with a wealth of experience in working with multiple agencies and navigating GSA leased space while staying within the confines of the contract. We have streamlined our process for managing the scheduling and performance of placed work orders for USCIS facilities around the country, and to track system warranties and licenses to ensure that all systems are operational and up to date. In addition, we have used our internal</p>	

lessons learned reviews to further develop our internal methods for communication with specific USCIS sites as well as USCIS upper management to ensure that all parties are aware of any problems or issues, and the site can maintain its system function and work flow with minimal to no down time.

With the President's current focus on Immigration reforms, additional attention and scrutiny will be placed on the United States Citizenship and Immigration Service (USCIS) as a core component of the plan; this could lead to an increased security risk for the USCIS. The USCIS's critical security systems receive significant benefit from Convergent's customized and targeted support, combining the capabilities of the largest independent security systems integrator with localized service. We improve system reliability through the use of vetted and proven preventive maintenance procedures, performance metrics, and provide USCIS and GSA visibility into system and contract performance through a web based portal. Those metrics directly equate to long term cost savings and improved efficiencies for USCIS, while making it easier for GSA to manage this project.

PROJECT TITLE 4: AMERICAN CAREER COLLEGE - LA - ACC	
Contractor Name:	Convergent Technologies LLC
Name of the customer/agency:	American Career College
Contract/Purchase Order Number:	21774
Customer points of contact Name:	Joe Drzonsc
Telephone number:	949-385-5706
fax number:	
e-Mail address:	jdrzonsc@americancareercollege.edu
Length of contract:	NA 1/22/2016-Present
Period of performance (dates):	
Initial Contract Price:	\$1,268,160.00
Final Contract Price or price as of the last modification:	~\$1.6M
Description of product/service provided	Convergent provided access control, video surveillance, Intrusion Detection Monitoring to 11 different School locations.
A narrative synopsis that shall describe the specific nature of the work, similarities with the proposed work and the relevant experience gained: Convergent provided access control, video surveillance, Intrusion Detection Monitoring to 11 different School locations.	

PROJECT TITLE: 5 Parliament ISSUP - Lenel Access Control Retrofit	
Contractor Name:	Convergent Technologies LLC
Name of the customer/agency:	Public Works and Government Services Canada
Location:	Ottawa, Ontario Canada

Customer points of contact	Contact Person(s): Louis David Bonneau – Project Manager – House of Commons Phone: (613) 943-0542 E-mail: Louis-David.Bonneau@parl.gc.ca
Name:	Consultant: Tiree Security Consultants
Telephone number:	Contact Person(s): John Sheridan - Principal
fax number:	Phone: (613) 327-1150
e-Mail address:	E-mail: jsheridan@tiree.ca
Length of contract:	24 Buildings Completed, final 3 Buildings will be done by Mar 31, 2017.
Period of performance:	
Initial Contract Price:	\$3.4 Million
Final Contract Price or price as of the last modification:	TBD
Description of product/service provided	Removal and replace of the existing Access Control/CCTV/Intrusion Alarm Systems for 27 buildings. Supply, Installation and integration of ACAMS/CCTV Systems for the Parliamentary Precinct. All work was completed on schedule and on budget, with very few CCN's. The result is an Integrated CCTV and Access Control System, consisting of 1,375 Cameras and 2,304 Card Readers, along with 76 Admin workstations and 109 Alarm Monitoring Stations. System is a Lenel OnGuard Enterprise System, with Master Server and 2 Regions, along with integrated LNVR video system.

15. Indicated separately what percentages of your sales are to the government and education sectors in the past three years?

2014	2015	2016
6%	8%	10%

16. List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume (2014)	Annual Sales Volume (2015)	Annual Sales Volume (2016)
Texas DIR (2216)	Various	8/30/2016	\$200K	\$844K	\$1.4MM
Texas DIR (3537)	Various	8/30/17	N/A	N/A	\$100K
National IPA	Various	6/30/17	\$300K	\$2.3MM	\$3.5MM
National IPA	Various	6/30/17	\$150K	\$200K	\$300K

17. List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

GSA Schedule	Discount Offered	Expires	Annual Sales Volume (2014)	Annual Sales Volume (2015)	Annual Sales Volume (2016)
GS-35F-100AA	Various	12/10/17	\$100K	\$200K	\$200K
GS-07F-0251W	Various	2/18/20	\$1.7	\$4.5MM	\$4.9MM

Proposer’s Ability to Sell and Deliver Service Nationwide

18. Describe your company’s capability to meet NJPA Member’s needs across the country. Your response should address at least the following areas.

- a. Sales force.
- b. Dealer network or other distribution methods.
- c. Service force.

Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.

Convergent has 208 sales professionals across our US Organization and thousands of Team Members in our Operations department including certified technicians, all of whom are full time employees. Convergent also has over 40+ locations in the USA and 70+ worldwide.

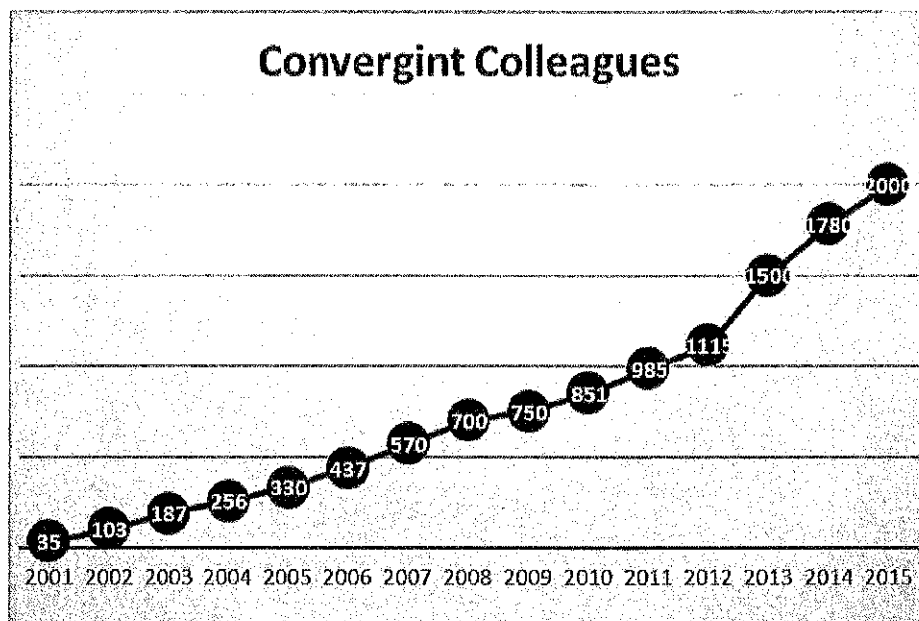


Figure 1. Convergent Colleagues

Convergent has over 200 Salespeople in the USA that will be marketing this contract to customers. Our lead salesman is James Price. Below is a list of our Salespeople.

(Proprietary)

Last Name	First Name	Division	Location
Powell	Matthew	1005	Quad 4
Law	Rebecca	1006	Headquarters - Schaumburg
Kuhn	Michael	1006	Headquarters - Schaumburg
Klieman	Jonathan	1008	Headquarters - Schaumburg
Bailey	Krista	101	Chicago
Eich	Thomas	101	Chicago
Galassi	Rocco	101	Chicago
Gallaher	Michael	101	Chicago
Iwinski	Brian	101	Chicago
LaRue	Matthew	101	Chicago
LeDonne	Daniel	101	Chicago
McLaughlin	Blair	101	Chicago
Pokorny	David	101	Chicago
Silva	Michael	101	Chicago
Wagner	Mark	101	Chicago
White	Brady	101	Chicago
Woods	Patrick	101	Chicago
Kubacki	Gregory	101	Chicago
Droz	Bryan	1010	Headquarters - Schaumburg
Wieda	Cameron	102	Detroit
Gieseke	Cynthia	103	St. Louis
Gross	James	103	St. Louis
Ammond	Timothy	105	Ohio
Green	Douglas	105	Ohio
Moghannam	Mazen	105	Ohio
Santini	Jon	105	Ohio
Baum	Travis	110	Sioux Falls
Desjarlais	James	110	Sioux Falls
DeVries	Hannah	110	Sioux Falls
Doherty	William	110	Sioux Falls
Kokenge	Linda	110	Sioux Falls
Matzke	Daniel	110	Sioux Falls
Elgin	Wade	111	Des Moines
Fletcher	Todd	111	Des Moines
Foster	Mark	111	Des Moines
Heatherington	Megan	111	Des Moines
Nagle	Jeffrey	111	Des Moines
Petersen	Michael	111	Des Moines
Shafer	Tamara	111	Des Moines
Pass	John	1200	Convergint Government Solutions

Price	James	1200	Convergent Government Solutions
Shook	Richard	1200	Convergent Government Solutions
Wyatt - Swanson	Rachel	1200	Convergent Government Solutions
Botts	Michael	201	Dallas
Churchman	Darrell	201	Dallas
Fluker	Tiffany	201	Dallas
Hamilton	Sean	201	Dallas
Hollenbach	Paul	201	Dallas
Lynn	Deborah	201	Dallas
Merritt	Mark	201	Dallas
Mooney	Daniel	201	Dallas
Nerpel	Robert	201	Dallas
Payne	Stephen	201	Dallas
Shanks	Kelle	201	Dallas
Walker	Donald	201	Dallas
Wismer	Craig	201	Dallas
Wobbles	James	201	Dallas
Abel	William	202	Houston
Campbell	Eric	202	Houston
Caruselle	Alexis	202	Houston
Dillon	Darin	202	Houston
Gutierrez	Greg	202	Houston
Huffman	Michael	202	Houston
Smithwick	Jonathan	202	Houston
Sullivan	Savannah-Leigh	202	Houston
Vogelpohl	Dennis	202	Houston
Allen	Brandon	203	Louisiana
Bernard	Dean	203	Louisiana
Blackledge	Joseph	203	Louisiana
Evans	Kirk	203	Louisiana
Jacobs	Jason	204	Austin
Lowenstein	Rebecca	204	Austin
Ritchie	Shannon	204	Austin
Robb	Eric	204	Austin
St. John	Cody	204	Austin
Wright	Richard	204	Austin
Bastin	Brooke	206	San Antonio
Hofmann	Robert	206	San Antonio
Morgan	John	206	San Antonio
Schiel	John	206	San Antonio
Alexander	Anthony	210	Minnesota

Denn	Aaron	210	Minnesota
Mercer	Kevin	210	Minnesota
Strand	Jerod	210	Minnesota
Washburn	Stephen	210	Minnesota
Jewell	Charles	215	Tulsa
Lipscomb	Matthew	215	Tulsa
Miller	John	215	Tulsa
Eslick	Shannon	216	Oklahoma City
Eslick	Courtney	216	Oklahoma City
Huskins	Matthew	216	Oklahoma City
Johnson	Tad	216	Oklahoma City
Tarpley	Curtis	217	Wichita
Browne	Jenny	301	Seattle
Crawford	Robert	301	Seattle
Currey	Kevin	301	Seattle
Curulla	Vincent	301	Seattle
Darow	Dara	301	Seattle
Deutschmann	John	301	Seattle
Hansen	Devon	301	Seattle
Jacobson	Chris	301	Seattle
LeBlanc	Jeremy	301	Seattle
Meldrum	Ward	301	Seattle
O'Connell	Steven	301	Seattle
Scheppke	Michael	301	Seattle
Scovel	Robert	301	Seattle
Swann	Chris	301	Seattle
Teafatiller	Warren	301	Seattle
Bates	Thomas	302	Portland
Contreras	Chris	302	Portland
Hayworth	Roger	302	Portland
Lowndes	Tim	302	Portland
Mandoli	Jonathan	302	Portland
McConnell	Jeremy	302	Portland
Pritchard	Robert	302	Portland
Skubic	Shelby	302	Portland
Wilson	Anthony	302	Portland
Woods	Sofia	302	Portland
Cahill	Benjamin	350	Denver
Cull	Robert	350	Denver
Hendrickson	Charles	350	Denver
Nolan	Paula	350	Denver
Phillips	Robert	350	Denver
Powell	Earl	350	Denver

Quast	Steven	350	Denver
Trenaman	Jeffrey	350	Denver
Varco	Anthony	350	Denver
Amos	Benjamin	401	Atlanta
Barton	Jason	401	Atlanta
Bell	Kevin	401	Atlanta
Brown	Joe	401	Atlanta
Cook	William	401	Atlanta
Field	Brent	401	Atlanta
Jackson	Khaliah	401	Atlanta
Johnston	Eric	401	Atlanta
Kittler	William	401	Atlanta
Marks	Steven	401	Atlanta
Musco	Eugene	401	Atlanta
Smith	Stephen	401	Atlanta
Speed	Jeffrey	401	Atlanta
Walker	David	401	Atlanta
Warner	Thomas	402	Greenville, SC
Andrietta	Steven	407	Miami
Cerber	Alberto	407	Miami
Pesek	James	408	Jacksonville, FL
Westberg	Joseph	408	Jacksonville, FL
Besser	Mark	409	Tampa
Garcia	George	409	Tampa
Tasler	Alissa	409	Tampa
Young	Christopher	409	Tampa
Kuhn	Richard	410	Orlando
Urbina	Manuel	410	Orlando
Crabbs	Benjamin	411	Washington, DC
Gerber	William	411	Washington, DC
Gutierrez	Eric	411	Washington, DC
Hall	Ronald	411	Washington, DC
Horgan	Thomas	411	Washington, DC
Judd	Brian	411	Washington, DC
Kirkham	Joel	411	Washington, DC
Mocci	Nicolas	411	Washington, DC
Tesnow	Aaron	411	Washington, DC
Brock	Michael	430	Nashville
Gleason	Stuart	430	Nashville
Ramey	Austin	430	Nashville
Brown	John	435	Asia-Pacific
Hatcher	Charles	435	Asia-Pacific
Hissong	Quay	435	Asia-Pacific

Hughes	Scott	435	Asia-Pacific
Piekarz	David	435	Asia-Pacific
Sawyer	Cameron	435	Asia-Pacific
Strout	Jeff	435	Asia-Pacific
Wenzlick	Melissa	435	Asia-Pacific
Bocchino	Adam	440	Boston
Casali	William	440	Boston
Foley	Jim	440	Boston
Gillis	Joseph	440	Boston
Janikas	Michael	440	Boston
Krause	Jurgen	440	Boston
Lennon	Karl	440	Boston
Miller	Travis	440	Boston
Omar	Jeremy	440	Boston
Mayfield	A.	444	Richmond, VA
Reasoner	Brian	444	Richmond, VA
Taylor	Brandon	444	Richmond, VA
VanZile	Jeff	444	Richmond, VA
Wieder	Darren	444	Richmond, VA
Purvis	Randall	446	Raleigh, NC
Bruncati	Jill	450	New York
Gillespie	Brendan	450	New York
Kelly	Daniel	450	New York
Leighton	Theodore	450	New York
McLellan	James	450	New York
Verost	Douglas	450	New York
Chen	Chia-Li	455	New Jersey
Ralicky	Joseph	455	New Jersey
Bradley	Michael	460	Philadelphia
Bernot	Andrew	601	Southern California
Brunsmann	Jarrod	601	Southern California
Del Vecchio	Michael	601	Southern California
Escalante	Fabian	601	Southern California
James	Richard	601	Southern California
Lipscomb	Brian	601	Southern California
Mathes	Alyssa	601	Southern California
McLeod	John	601	Southern California
Neuberger	Justin	601	Southern California
Shapiro	Neal	601	Southern California
Uyeno	Brandon	601	Southern California
Burciaga	Regina	602	San Francisco
Carrillo	Michael	602	San Francisco
Crawford	Cody	602	San Francisco

Gano	Seth	602	San Francisco
Lyle	Douglas	602	San Francisco
Morrison	Jay	602	San Francisco
Phillips	Robert	602	San Francisco
Sammons	Tom	602	San Francisco
Schaefer	Matthew	602	San Francisco
Stratman	Mike	602	San Francisco
Tom	Robert	602	San Francisco
Wong	Steven	602	San Francisco
Bryant	Sean	605	Bakers Field, CA
Capaldi	Thomas	606	Phoenix, AZ
McLeod	Allen	606	Phoenix, AZ

1. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

See below for locations and key points of contact. All email addresses for Convergent are FirstName.LastName@convergent.com

CONVERGINT BRICK-AND-MORTAR NORTH AMERICAN OFFICE LOCATIONS

Convergint has over 70 locations worldwide to support our customers around the world. We are able to assist a multitude of clients who count on us in providing sales and service for their facilities.



Regions				
Pacific	South West	Central	North East	South East
SEATTLE - 301 450 Shannock Ave. S., Suite 100 Renton, WA 98057 Phone: (425) 272-2250 Vice President - Jeff Rogers VP Ops - Doug Whicby Service - David Valadez	DALLAS - 201 2904 Tapley Rd., Suite 124 Carrollton, TX 75006 Phone: (469) 568-7900 Vice President - Mike Brunson Ext. 4110 Ops Mgr - Marcus Means Ext. 4125 Service - Elijah Stewart	WASHINGTON DC - 411 4386 Nicole Drive Lanham, MD 20705 Phone: (301) 439-8730 Vice President - Dan Clark Ops Mgr - David Perrotto Service Manager - Darlene Barks	NEW YORK - 450 899 S. Oyster Bay Rd., Suite 113 Belgrade, NY 11714 Phone: (516) 398-8900 Vice President - Sean Flint Ops Mgr - Tim McEaney Service - Terrance Baker	ATLANTA - 401 1555 Oakbrook Drive, Suite 165 Norcross, GA 30093 Phone: (770) 840-7007 Vice President - Tim Beasley Ops Mgr - Yarbba Tate Service - Chris Parris
SAN DIEGO - 401 1667 N. Batavia St. Orange, CA 92667 Phone: (714) 546-2780 Vice President - Rob Saunders Ops Mgr - Mike Cartier Service - Steve Sanchez	HOUSTON - 202 1420 N. Sam Houston Pkwy. E., Suite 190 Houston, TX 77032 Phone: (832) 327-3700 Vice President - Kevin Popejoy Ext. 4304 Ops Mgr - Jason Loff Service - Jim Norman	CHICAGO - 101 One Commerce Drive Schaumburg, IL 60173 Phone: (847) 620-5000 Vice President - Bill Gannet Ext. 8870 Ops Mgr - Kevin Prior/Mark Barbera Service - Tony Filippini	BOSTON SOUTH - 440 6 Merchant St., Suite 300 Sharon, MA 02087 Phone: (781) 806-5000 Vice President - Sean Flint Ops Mgr - Erik Sink Service - Steve Kerwin	NEW ORLEANS - 203 101 Delta Dr., Suite S St. Rose, LA 70087 Phone: (804) 273-4800 Vice President - Kevin Popejoy Ext. 4304 Ops Mgr - Bobby Baize Ext. 4410 Service - Jamie Carrington
PHOENIX - 606 5861 S. Kyrene Rd., Suite 17 Tempe, AZ 85283 Phone: (480) 838-1943 Vice President - Rob Saunders Ops Mgr - Mike Cartier Service - Steve Sanchez	SAN ANTONIO - 206 1216 Arlor Parkway, Suite 106 San Antonio, TX 78216 Phone: (210) 822-5668 Vice President - Kevin Popejoy Ext. 4304 Ops Mgr - Bryan Payne Ext. 4302 Service - Adam Douden	ST. LOUIS - 103 1185 N. Price Rd. Oreola, MO 65132 Phone: (314) 872-6920 Vice President - Bill Gannet Ext. 8870 Ops Mgr - Kevin Prior Ext. 8841 Service - Rob Dickson		MIAMI - 407 11824 Miramar Parkway Miramar, FL 33025 Phone: (954) 367-6206 Vice President - Tim Beasley Ops Mgr - Herb Donat Service - Kurt Vassell
LOS ANGELES - 501 1667 N. Batavia St. Orange, CA 92667 Phone: (714) 546-2780 Vice President - Rob Saunders Ops Mgr - Mike Cartier Service - Gil Hiescas	TULSA - 215 8315 E. 111th St. South, Suite F Elroy, OK 74008 Phone: (918) 622-1829 Vice President - Mike Brunson Ext. 4110 Ops Supv - Jason Drill Service - Holly Scoggins Ext. 8611	COLUMBUS 690 Lakewood Plaza Boulevard Worthington, OH 43085 Phone: (614) 872-1379 Vice President - Mike Brunson Ext. 4110 Ops Mgr - Chris Glistrap Service - Chris Glistrap		TAMPA - 409 6896 Anderson Rd. Tampa, FL 33634 Phone: (813) 885-3705 Vice President - Tim Beasley Ops Mgr - Herb Donat Service - Kurt Vassell
SAN FRANCISCO - 912 5680 W. Las Posas Blvd., Suite 7 Pleasanton, CA 94588 Phone: (510) 390-2800 Vice President - Rob Saunders Ops Mgr - Brian Estadt Service - Dave Lindquist	WICHITA - 217 8235 W. Kellogg Dr. Wichita, KS 67209 Phone: (316) 204-8511 Vice President - Mike Brunson Ext. 4110 Ops Supv - Stan Holzman Service - Holly Scoggins Ext. 6611	MINNEAPOLIS - 410 7101 Chms Lane Edina, MN 55439 Phone: (612) 235-4040 Exec. Vice Pres - Mike Mathes Ext. 6441 Ops Mgr - Joel Orlman Ext. 4506 Service - Mat Oelrich		ORLANDO - 410 8351 Parkside Blvd., Suite 400 Orlando, FL 32809 Phone: (407) 672-0395 Vice President - Tim Beasley Ops Mgr - Herb Donat Service - Kurt Vassell
	DENVER - 911 7330 S. Alton Way, Suite 12K Centennial, CO 80112 Phone: (303) 932-0757 Vice President - Jeff Rogers Ops Mgr - Mike Ziegler Ext. 4607 Service - Beau Griggs	DETROIT - 102 9405 Hamburg Road Brighton, MI 48116 Phone: (734) 247-4067 Vice President - Bill Gannet Ext. 8870 Ops Mgr - Kevin Prior Ext. 8841 Service - Tony Filippini		NASHVILLE - 430 480 Metroplex Drive, Suite 102 Nashville, TN 37211 Phone: (615) 915-2780 Vice President - Tim Beasley Ops Supv - Scott Kolecki Service - Chris Parris
	Odessa - Satellite Office 4500 N.E. Loop 339 Highway, Space L Odessa, TX 79762 Phone: (469) 568-7900 Vice President - Mike Brunson Ext. 4110 Ops Mgr - Marcus Means Ext. 4125 Service - Elijah Stewart	RICHMOND - 444 2872 East Parham Rd. Richmond, VA 23228 Phone: (804) 358-4100 Vice President - Dan Clark Ops Mgr - Peter Coalton Service - Heather Talmege		

19. Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.

Convergent Technologies offers a unique Service Management and Information Resource. The iCare Portal was developed for customers based upon input we had received from prior and current clients. NJPA Customers will be able to generate electronic service work orders and have 24/7 access to metrics for measurement of our performance. All work order histories includes date and time stamps of status changes and work order activity. At any time (and in real time) you can review the status of all open/closed work orders, preventative maintenance/test and inspect visits and installation jobs. Real time status and metric reporting provide you with the information you need to meet your reporting requirements and measure our performance. The iCare Portal provides visibility into expenditures on service related repairs broken out by equipment and labor, and allows NJPA customers to filter this information per location. Our Call Center(s) currently utilize iCare as the tool to capture relevant data elements for service calls, preventive maintenance and inventory activities.

Convergent provides specific metrics with our iCare reports.

iCare Reports



Service Excellence, It's In Our DNA™

Welcome Jan! (logout) 

Work Orders
My Document Library
Links
Help
Contacts
Survey
Administration

Reports Menu

Home > Reports

Standard Reports

- Installation Job Metric
- Service Metrics
- Service Spend Report
- Service Work Order > X Days
- Service Work Order Summary

Custom Reports

- Workorder History by Site
- Workorder History by Equipment

Figure 2. Reports Menu – A Sampling of Available iCare Reports

	Jul 2011	Jun 2011	May 2011	Apr 2011	Mar 2011	Feb 2011	Jan 2011	Dec 2010	Nov 2010	Oct 2010	Sep 2010	Aug 2010
Total Work Orders	107	110	103	97	90	75	59	63	72	66	60	55
P1 Work Orders	12	14	12	16	12	9	9	11	13	8	9	7
P2 Work Orders	40	35	41	42	32	28	21	26	31	27	29	28
P3 Work Orders	35	41	32	25	23	19	12	15	16	16	10	10
P4 Work Orders	15	10	11	12	10	11	9	7	5	9	10	8
CSP Work Orders	5	10	7	2	13	8	8	4	7	7	2	2
P1 As % Total	11.2%	12.7%	11.7%	16.5%	13.3%	12.0%	15.3%	17.5%	18.1%	12.1%	15.0%	12.7%
P1 % On-site On Time	92.0%	91.0%	90.0%	95.0%	92.0%	92.0%	92.0%	92.0%	90.0%	85.0%		
P1 Avg Hours to Site	4.0	3.9	4.2	3.5	3.7	3.8	3.8	4.1	4			
P1 Avg Days to Finish	0.8	0.5	1.1	0.9	0.6	0.7	0.9	1.1	0.6	1.1	0.8	0.9
P1 % Finished by Month End	98.0%	100%	98.0%	97.5%	100%	100%	100%	94.5%	100%	100%	93.9%	93.9%
P1 Awaiting Parts	0	0	2	1	0	0	2	3	0	0	1	1
P1 Awaiting Customer	1	0	0	2	3	0	0	1	0	2	0	1
P2 As % Total	37.38%	31.82%	39.81%	43.30%	35.56%	37.33%	65.80%	68.20%	65.70%	66.20%	66.10%	66.10%
P2 % On-site On Time	95.0%	98.0%	92.0%	85.0%	91.0%	96.0%	93.0%	90.0%	87.0%			
P2 Avg Hours to Site	7.9	7.6	7.7	8.1	7.8	7.5	6.7	8.2	7.4	7.2	7	7
P2 Avg Days to Finish	0.9	0.8	1.2	0.8	1.0	1.0	1.9	2.2	1.9		1.1	1.1
P2 % Finished by Month End	101%	99.0%	102%	98.0%	100%	104%	96.0%	96.0%	97.0%	100%	89%	89%
P2 Awaiting Parts	0	0	2	2	1	0	3	1	1	1	0	0
P2 Awaiting Customer	0	3	1	0	0	1	0	2	0	1	4	1

Figure 3. Sample Service Metric Report

12-month report showing our response to sample customers Priority response requirements. Report for current month is available first of next month (i.e. January report will be available on February 1).

	Aug 2011	Jul 2011	Qtr Total	Jun 2011	May 2011	Apr 2011	Qtr Total	Mar 2011	Feb 2011	Jan 2011	Qtr Total	Dec 2010	Nov 2010	Oct 2010	Qtr Total	Sep 2010	Aug 2010	Year Total
# of Invoices	3	15	18	11	12	9	22	9	5	9	23	5	3	5	13	9	6	111
Total \$\$ Invoiced	\$15,712.93	\$47,321.55	\$154,219.83	\$43,594.33	\$53,251.40	\$12,380.57	\$119,226.30	\$15,594.52	\$41,011.55	\$73,051.47	\$115,286.95	\$55,367.33	\$51,431.58	\$32,751.73	\$52,421.85	\$1,851,115	\$25,132.25	\$1,876,247.50
Avg Per WO (per month)	\$5,237.64	\$3,154.77	\$19,122.15	\$3,962.21	\$4,437.62	\$1,375.62	\$5,419.38	\$1,732.72	\$8,202.31	\$8,116.83	\$5,012.48	\$11,073.47	\$17,143.86	\$6,550.35	\$16,360.29	\$205,678.33	\$4,188.71	\$17,043.87

Figure 4. Service Spend Summary

Information is available at site, region, or total NJPA level. Report data is derived from the work order Invoice Information.

Service Work Order Summary Report

WO#	PO# CS#	REF#	Created	On Site Time Finish Time	Status	Location	P.S.	Call Type	Comments	Resolution
W27433			August 2nd, 2011 7:54 am	O: August 2nd, 2011 2:00 pm F: August 2nd, 2011 7:27 pm	Finished	7600 Boston Blvd Springfield, VA 22153	Service	Service		1: Recycle power to server and called Jeff Caddy to check system. All cameras back online.
W27434			July 25th, 2011 10:16 am	O: July 25th, 2011 12:12 pm F: July 25th, 2011 2:25 pm	Finished	Jennifer Will Provide Houston, TX 77059	Service	Service		1: Found bad REX motion relay. Replaced with Boeing spare part.
W27435			July 27th, 2011 11:34 am	O: July 26th, 2011 7:20 pm F: July 26th, 2011 11:21 am	Finished	Crystal City 1215 South Clark Street Arlington, VA 22202	Service	Service		1: DECOMMISSIONING 3 BADGE READERS AND 2 REQ. SENSORS. WORK COMPLETED. ALL EQUIPMENT WAS TURNED OVER TO MEGAN WILLIAMS.
W27436			July 22nd, 2011 10:31 am		Cancelled	Crystal City 1215 South Clark Street Arlington, VA 22202	Service	Service		
W27437			July 20th, 2011 5:01 pm	O: July 27th, 2011 7:21 am F: August 3rd, 2011 12:15 pm	Finished	7700 Boston Blvd Springfield, VA 22153	Service	PREVENTATIVE MAINTENANCE		1: PMI complete.
W27438			July 20th, 2011 5:00 pm	F: August 3rd, 2011 12:14 pm	Finished	7700 Boston Blvd Springfield, VA 22153	Service	PREVENTATIVE MAINTENANCE		1: PMI complete.
W27439			July 20th, 2011 4:59 pm		Dispatched	7600 Boston Blvd	Service	Service		

Figure 5. Service Work Order Summary Report

A summary of all work orders created for a site or for the total customer. Can be limited by date to view a subset of all work orders. Ability to sort report by any column (i.e. Created, On Site Time, etc.) Provides a high level summary of the work that has been requested and completed. Includes Preventative Maintenance as well as On-call service work. Ability to directly link to work order and view work order details.

Service Excellence, It's In Our DNA™

Welcome, Jan Lumpkin (log out)
jan.lumpkin@convergent.com
Change My Password

Work Orders
My Document Library
Links
Help
Contacts
iPlan
Administration

Workorder History by Equipment

Home > Reports

Start:

End:

Equipment:

WO #	Created	PO #	Tracking Location	Type	Equipment
W32871	Sep 6th, 2011 10:42 am		Boeing Company, The Boeing Bldg 95-92 1200 Wilson Blvd	Service P1	Card Reader
READER ON THE 12TH FLOOR NOT WORKING					
Tested many readers, no problem found. Located original complaint tenant, tested with his card, no problem found.					
W39050	Oct 19th, 2011 9:04 am		Boeing Company, The Boeing Bldg 95-40 7702 Boston Blvd	Service P1	Card Reader
CARD READER ON 1ST FLOOR NOT WORKING. SERVICE REQUESTED					
Reset reader board, tested with tenants card. Panel was hidden in the ceiling, took forever going to different closets to locate					
W45953	Dec 29th, 2011 1:52 pm		Boeing Company, The Boeing Bldg 95-92 1200 Wilson Blvd	Service P1	Card Reader
ON THE OUTSIDE OF THE MAIN ENTRANCE CARD READER NOT READING					
Replaced reader, now working.					

3 Results Found.

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Figure 6. Work Order History by Equipment

Multiple parameters available to tailor this report; site(s), equipment, timeframe and Work Order History by Equipment will provide information for all of the work orders within the parameters. This report

provides a quick summary of the problem and resolution as well as being able to determine the priority of each of the work orders. Ability to link to work order to get detailed information. Provides information to determine if there is an ongoing equipment problem, and helps to determine if we should consider replacing a piece of equipment vs repairing it.

NJPA Customer iCare structure overview:

- My Document Library is a place to store shared documents.
- As NJPA is setup in the iCare database, a default Playbook folder is established.
- As group locations (region/district/division/zone/campus) are established, a folder for each is established.
- As locations are setup in the database, folders for those are also established with default As-Built folders.
- Folders can be established and documents can be shared on a secured data platform. This is a feature unique to iCare and reduces the need for establishing and maintaining special FTP sites.
- Benefits include:
 - Improved Communications
 - Single document source
 - Synchronization of document revision (i.e. one master)
 - Quick secured access to shared information
 - Access to data from anywhere, at anytime
 - Playbook is always available to customer and Convergent personnel
 - Submittals
 - Proposal logs

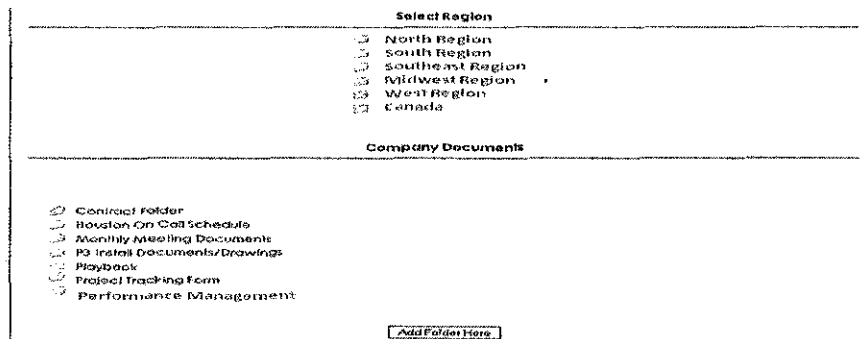


Figure 7. iCare Repository

The As-Built folder serves as the repository for all of the project information.

This provides a quick resource for NJPA and its customers not only when we are at the building but also allows for web meetings and phone conversations where everyone is looking at the same document.

Any questions about networks, equipment placement, warranty dates can be easily answered.

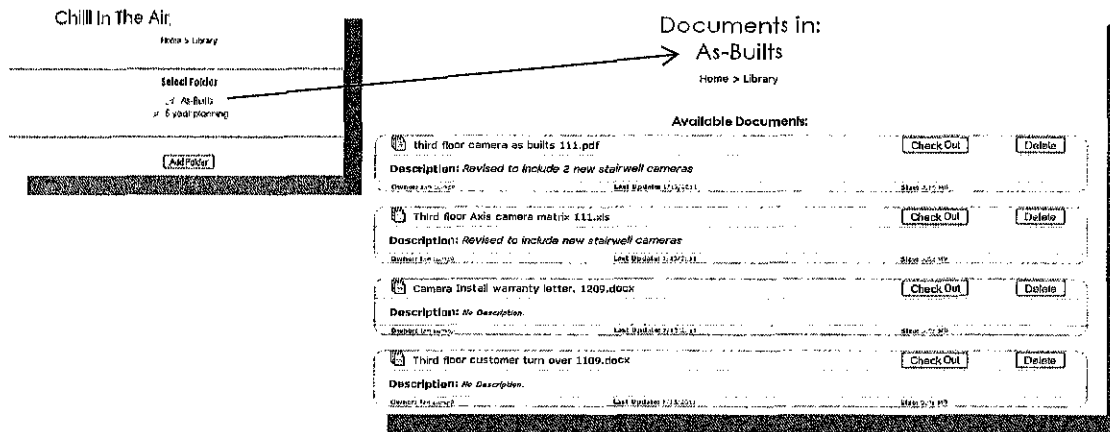


Figure 8. As-Built Drawings

iCare RFQ module shows real time status of project quotes.

Convergint provides a web based user portal, iCare, to provide real time information on request for proposals, service work orders, reporting and access to an information repository. Portal shall not require use of a prescribed web browser or downloading of a proprietary application. The portal enables users to create Request for Quote (RFQ) from one location for all existing or planned facilities, as well as the ability to select response date required. iCare provides real time updates of RFQ information and status, RFQ history includes real time stamps of RFP activity (including date, time and user).

Active Proposals Report

Home > Reports

Copy	CSV	Print	Search: <input type="text"/>								
RFP ID	Type	Site Name	Create Date	Response Date	Anticipated Start	Status	Project Name	PO	Sale Price	Segment	Requestor Name
23	Base Job	Sheepshead Ocean Avenue	April 23rd, 2014	April 30th, 2014	May 15th, 2014	Proposal Submitted	Sheepshead HUBs			Security	Brian Reasoner
24	Base Job	New branch in Richmond, VA	April 23rd, 2014	April 30th, 2014	Not Provided	Proposal Submitted	ATM The Grand Wilmington			Security	Brian Reasoner
25	Base Job	Sioux Falls 2	April 24th, 2014	May 1st, 2014	May 15th, 2014	Proposal Submitted	Sioux Falls Security Desk Readers			Security	Brian Reasoner

Figure 9. Active Proposals Report

RFP Metric Report

Home > Reports

	Jun 14	May 14	Apr 14	Mar 14	Feb 14	Jan 14	Dec 13	Nov 13	Oct 13	Sep 13	Aug 13	Jul 13	Total
Number of RFPs	14	91	14	1	-	-	-	-	-	-	-	-	120
Avg Days to Submit	2	5	8	-	-	-	-	-	-	-	-	-	1
% Submit On Time	36%	48%	57%	100%	-	-	-	-	-	-	-	-	48%
# Of Change Orders	-	6	1	-	-	-	-	-	-	-	-	-	7
Avg Change Orders / RFP	-	0.07	0.07	-	-	-	-	-	-	-	-	-	0.06
RFP Accepted	3	35	7	1	-	-	-	-	-	-	-	-	46
RFP Declined	-	-	-	-	-	-	-	-	-	-	-	-	0

Figure 10. RFP Metric Report

Convergent utilizes our Service Management tool iPlan (as shown below) to coordinate, schedule, and allocate manpower needs to ensure all commitments are met on-time and as scheduled. iPlan is used to ensure individuals are assigned tasks that meet their service qualifications. iPlan will support the short and long-term needs for surge support and labor allocation. Convergent develops, implements, and maintains a master schedule for all preventive maintenance, and updates the schedule and associated resource at least 30 days in advance. The schedule follows the Manufacturer's officially published maintenance schedules and NJPA requirements to ensure all maintenance needs are met. Planned construction and special projects are also included in our overall schedule.

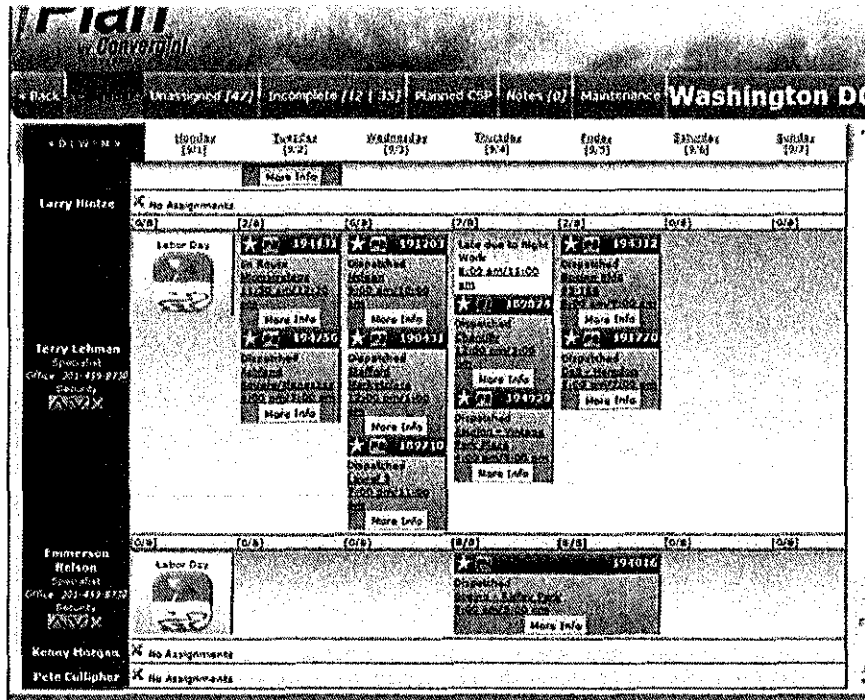


Figure 11. Sample Schedule

20. a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.

Hawaii, Alaska, and any outlying territories or islands.

b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?

None, Convergent would service all customers in all sectors.

21. Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Convergent will not be servicing these areas.

Marketing Plan

22. If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.

Convergint is currently developing "GoverNation Academy" that directly supports one of our foundational Values & Beliefs (Vs&Bs) "I Am Accountable for my Continuous Development – a Better Me is a Better Convergint". CGS' GoverNation Academy operations colleagues will provide training modules detailing both be present to learn about the bid/proposal requirement new contract and reporting requirements required by the TCPN contract. How to implement it using our best practices. We will continue to hold marketing events throughout the year as well with employees to engage them in driving business to NJPA.

After the conference presentation, the CGS team will work with colleagues across the nation to qualify and examine opportunities we can bring to NJPA while leveraging the existing customer base NJPA currently holds.

23. Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.

Marketing is the process of communicating the value of a product or service to customers. It is a critical business function for attracting customers. Convergint Technologies understands the importance of marketing the NJPA contract. Critical to any marketing campaign is a focused and concerted strategy in objective, approach, and implementation of the tactics to meet one's overall goals. We will execute a direct marketing plan that is targeted to both existing customers and potential customers utilizing multiple channels simultaneously, both digital and media. Convergint is prepared to offer direct marketing for NJPA and complete the leg work necessary to gain additional work and bring it to the contract.

Ultimately, the goal is to position NJPA successfully to gain targeted accounts and new business. Convergint Technologies will work with NJPA to determine how we can market the contract effectively and efficiently including components of web and email marketing on Convergint's website.

The Convergint marketing team will execute a marketing strategy designed to reach existing customers and potential customers through the following elements of the campaign:

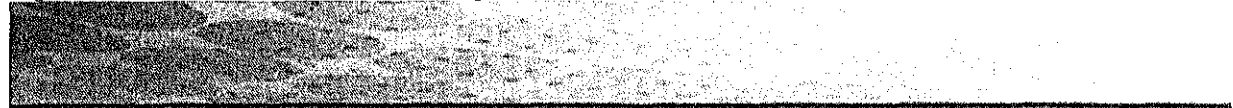
- A co-branded press release within first 30 days
 - o Sent on the wire and to trade publications
 - o Added to the Convergint.com news section
 - o Will appear on the Convergint.com homepage
- Announcement of award through social media sites
 - o Facebook
 - o LinkedIn
 - o Twitter
- Dedicated NJPA landing pages, including:
 - o Link to NJPA website
 - o NJPA logo
 - o Summary of contract and services offered
 - o Link to this page will be added to Convergint's contract page

- Demand generation campaign
 - o Identify and define targets that qualify for NJPA contract purchasing terms
 - o Periodic content updates on Convergent's website discussing the value of purchasing Convergent's products and services from the NJPA contract
 - o Engage and convert targets by delivering call-to-action content over a sustained period of time
 - o Use analytics and business intelligence to optimize our messaging and adjust campaign performance

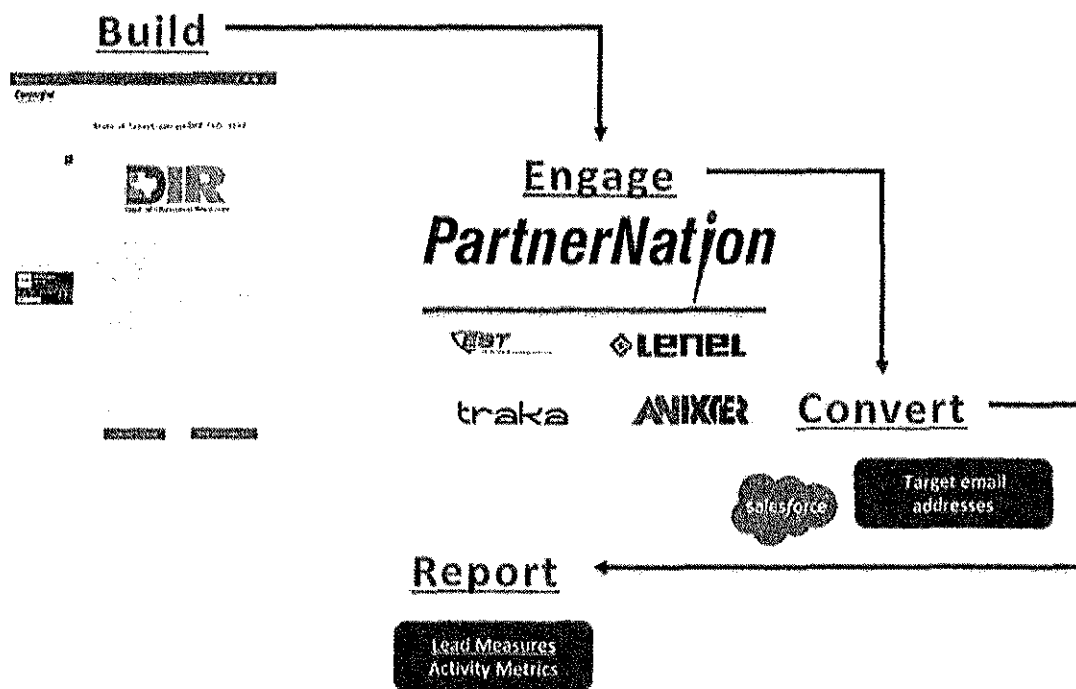
The goal of our demand generation campaign is to hand qualified leads off to our regional sales teams so they can develop them into purchasing customers for both NJPA and Convergent.

We have included here some examples of the elements listed above to illustrate our experience with marketing government contracts such as these and to demonstrate the quality of the materials we will be creating on behalf of the NJPA contract.

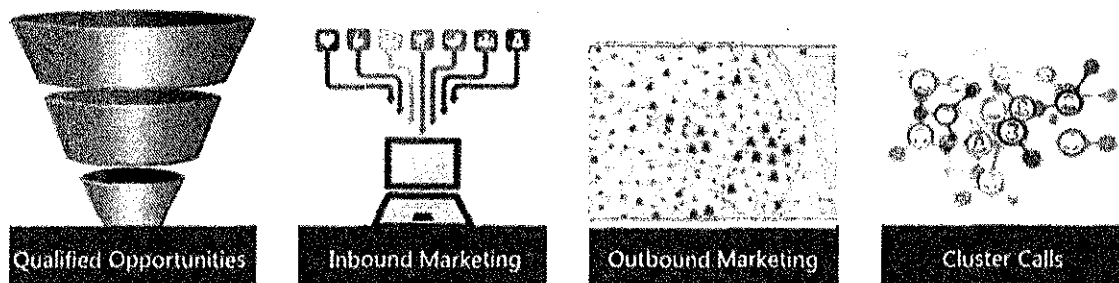
Figure 15. Process: Contract Campaign Demand Generation



Process: Contract Campaign Demand Generation



Outbound Calling Campaigns



Example Government Contract Landing Page

A dedicated team of security experts focused on government solutions

CONVERGENT GOVERNMENT SOLUTIONS
Protecting our nation's most critical assets

NATIONAL IPA
NJPA
STATE & LOCAL GOVERNMENT SERVICES

DIR
DIR
DIR
NEW YORK STATE

Experienced with multiple federal contract vehicles and certifications

Representing top federal government technology partners

GSA Schedule 84
GSA Schedule 70

Genetec
Axis
F

Page 1

Convergent TECHNOLOGIES

Figure 16. Example Government Contract Landing Page

A co-branded press release within first 30 days

- Announcement of award through any applicable social media sites
- Direct mail campaigns
- Co-branded collateral pieces
- Advertisement of contract in regional or national publications
- Participation in trade shows
- Dedicated NJPA internet web-based homepage with:
 - NJPA Logo
 - Link to NJPA and Region 14 ESC website
 - Summary of contract and services offered
 - Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

24. Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

Convergent uses digital and online marketing to enhance its effectiveness. Convergent is frequently posting our latest updates to LinkedIn and Facebook. We also use Search Engine Optimization (SEO) keywords in internet marketing to drive potential customers to our website.

25. In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?

Convergent Technologies understands the importance of marketing our contract. Critical to any marketing campaign is a focused and concerted strategy in objective, approach, and implementation of the tactics to meet one's overall goals. We will execute a direct marketing plan that is targeted to both existing customers and potential customers utilizing multiple channels simultaneously, both digital and media. Convergent is prepared to offer direct marketing for NJPA and complete the leg work necessary to gain additional work and bring it to the contract.

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- A co-branded press release within first 30 days
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 - o Identify and define targets that qualify for NJPA contract purchasing terms
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The goal of our demand generation campaign is to hand qualified leads off to our regional sales teams so they can develop them into purchasing customers for both NJPA and Convergent. We have included here some examples of the elements listed above to illustrate our experience with marketing government contracts such as these and to demonstrate the quality of the materials we will be creating on behalf of the NJPA contract.

26. Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Convergent does not have an e-procurement system ordering process. However, through iCare, we have a Request for Quote (RFQ) module that allows customers to request quotes through our online portal.

iCare RFQ module shows real time status of project quotes.

Convergent provides a web based user portal, iCare, to provide real time information on request for proposals, service work orders, reporting and access to an information repository. Portal shall not require use of a prescribed web browser or downloading of a proprietary application. The portal enables users to create Request for Quote (RFQ) from one location for all existing or planned facilities, as well as the ability to select response date required. iCare provides real time updates of RFQ information and status, RFQ history includes real time stamps of RFP activity (including date, time and user).

Active Proposals Report

Home > Reports

Copy	CSV	Print	Search:									
RFP ID	Type	Site Name	Create Date	Response Date	Anticipated Start	Status	Project Name	PO	Sale Price	Segment	Requestor Name	
23	Base Job	Sheepshead Ocean Avenue	April 23rd, 2014	April 30th, 2014	May 15th, 2014	Proposal Submitted	Sheepshead HUBs			Security	Brian Reasoner	
24	Base Job	New branch in Richmond, VA	April 23rd, 2014	April 30th, 2014	Not Provided	Proposal Submitted	ATM The Grand Wilmington			Security	Brian Reasoner	
25	Base Job	Sioux Falls 2	April 24th, 2014	May 1st, 2014	May 15th, 2014	Proposal Submitted	Sioux Falls Security Desk Readers			Security	Brian Reasoner	

Figure 12. Active Proposals Report

RFP Metric Report

Home > Reports

	Jun 14	May 14	Apr 14	Mar 14	Feb 14	Jan 14	Dec 13	Nov 13	Oct 13	Sep 13	Aug 13	Jul 13	Total
Number of RFPs	14	91	14	1	-	-	-	-	-	-	-	-	120
Avg Days to Submit	2	5	8	-	-	-	-	-	-	-	-	-	1
% Submit On Time	36%	48%	57%	100%	-	-	-	-	-	-	-	-	48%
# Of Change Orders	-	6	1	-	-	-	-	-	-	-	-	-	7
Avg Change Orders / RFP	-	0.07	0.07	-	-	-	-	-	-	-	-	-	0.06
RFP Accepted	3	35	7	1	-	-	-	-	-	-	-	-	46
RFP Declined	-	-	-	-	-	-	-	-	-	-	-	-	0

Figure 13. RFP Metric Report

Our account executive processes the orders through our internal systems and then turn over the won contract to operations to execute.

The iCare RFP module allows Convergent customers to login to the iCare system and create a request for proposal. Within this module the customer has the ability to upload any drawing or scope of work attachments that will be needed to quote the work. Once the RFP has been generated an email is automatically sent to the program team letting them know that a proposal has been requested. The iCare proposal module will also allow real time tracking of the progress of the proposal through emails generated by the system as updates are made, so that the customer can see if the proposal is in progress, submitted, and it can be used to track approvals through time stamping. In addition, the system has the capability to request revisions as well as

link change orders for a project back to the original RFP. This process allows both Convergent and the customer to know where the proposal is at in real time, promoting efficiency and communication.

Value-Added Attributes

27. Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.

Convergent will provide manufacturer training for any new system we deploy. Convergent also uses a Playbook to baseline all projects. Our baseline protocol is listed below in our Playbook Excerpt.

Table 2. Convergent Management Procedures – Playbook Excerpt	
1. Work Identification and Team Selection	<p>The first step toward accomplishing our objectives is to identify the detailed work requirements and the selection of the most experienced and competent firms to support Convergent in this effort.</p> <p>Convergent will review vendors and evaluate their experience and expertise against electronic security system requirements. The selected candidates will then be interviewed for further analysis leading to final selection, based on performance and cost.</p> <p>Out of this effort, Convergent will select the organization best fit for the project to be part of the specialty team for the project. The performance of the electrical contractor is very important to the success of any project.</p>
Step 2. System Architecture & Engineering	<p>This step includes four separate task/activities that range from system survey and design activities through project design documentation.</p> <ol style="list-style-type: none"> 1. Design, development, and technical proposal 2. Review process 3. Drawings, material lists, purchase data/specification <p>The proper execution of these front-end tasks is the key to development of a quality, code compliant system that meets all the project requirements. These tasks are described in the following paragraphs.</p> <p>After all equipment selections and design decisions are made, all technical interface of the electronic security system, both internal and external, hardware and software will be specified in the submittal documents.</p> <p>The project documentation task will proceed in parallel with the development of the project drawings, complete material lists, and procurement specifications. The material lists and procurement specifications provide complete details on hardware and components in the design. This data is used in Step 4 Purchasing and Procurement Activities.</p> <p>The project record drawings provide details of installation of components, routing of conduits (when applicable), cabling design interconnections, terminations and operational hardware installation details. These drawings will be prepared and maintained throughout the program.</p>
Step 3. User Requirements Survey/Validation	<p>As a vital part of a final system design, Convergent will initiate a user process to capture and incorporate both operations & safety specific requirements into the design. This process will start immediately after contract award so that these inputs can be brought into the design process early in the process.</p>

Table 2. Convergent Management Procedures – Playbook Excerpt

Step 4. Purchasing & Procurement	<p>Upon completion of the baseline design review, Convergent and its subcontractors will initiate procurement procedures for the required hardware and software components based on the material lists and procurement specifications developed in Step 2. Any potential long-lead items will be ordered as early in the design phase as possible to ensure availability, when required. Convergent, as a contractor will implement the management and control guidelines discussed in the following paragraphs. The quality assurance requirements for control on purchasing hardware and software as outlined in the QA Section will be followed for all items.</p> <p>Overall, the materials for the electronic security system project will be handled or controlled in the following manner:</p> <ol style="list-style-type: none"> 1. Each of the job areas requiring a breakdown will have compiled a master list of all electrical items within that job area (from Step 2). 2. The above material list will be compiled into a master purchase list. 3. The master purchase list will also contain all purchase order numbers and suppliers listed for each of the items entered. 4. A weekly follow-up file will be produced with dates required for all material. Those considered requiring follow-up that week will be detailed and information updated as necessary. 5. Monthly reports of all items that slip their promised delivery dates by more than one week will be brought to the Convergent program manager's attention for follow-up action.
Step 5. Site Preparation	<p>System implementation begins with installation (unless by others) starting with the routing and installation of conduits, cabling interface panels, to support the subsequent operational equipment installation, and test (Step 9). Checkout of the installed devices will prove continuity and operability of the devices. This will prepare the building subsystems interconnect to make the complete system.</p>
Step 6. Contingency Planning	<p>It is recognized that during the period of contract, performance situations may develop where plans and procedures will require rapid modifications and actions to respond to changes in operating conditions. To accommodate these conditions, the team will work interactively with the GSA / DHS personnel on a day-to-day basis. For most events, Convergent's cross training allows flexibility to cover no shows, sickness, temporary surge, and local traffic events or small scale weather issues.</p>
Step 7. Test Plans & Procedures	<p>In order to guarantee successful system testing that optimizes system performance and minimizes risk, a detailed test plan and documentation procedure has been developed and is attached to the Playbook. A basic description is below:</p> <ul style="list-style-type: none"> • The network connection is dropped to individual components within the solution individually, in sequence. Degraded mode shall honor requirements for authentication factors and authorizations for a valid credential. • Individual component services within the solution are stopped individually, in sequence. Degraded mode shall honor requirements for authentication factors and authorizations for a valid credential. • Power is removed and immediately restored to individual components within the solution, in sequence. Solution shall recover and honor requirements for authentication factors and authorizations for a valid credential. • The network connection is dropped to individual components within the solution individually, in sequence. Degraded mode shall honor requirements for authentication factors and authorizations for an invalid credential. • Individual component services within the solution are stopped individually, in sequence. Degraded mode shall honor requirements for authentication factors and authorizations for an invalid credential. • Power is removed and immediately restored to individual components within the solution, in sequence. Solution shall recover and honor requirements for authentication factors and authorizations for an invalid credential.

Table 2. Convergent Management Procedures – Playbook Excerpt

	<ul style="list-style-type: none"> Security Boundaries: All security relevant processing shall be performed inside the secure perimeter. No security relevant decisions shall be made by system components that do not belong to the cardholder's credential when they are on the attack side of the door.
Step 8. Hardware Installation & Checkout	Convergent, in conjunction with other trades, will accomplish the installation of hardware according to the installation plan designed to have as little impact as possible on the day-to-day operations of installation areas. Convergent intends to start installation activity as soon as the installation design shop drawings (Step 2) have been approved and site installation activities allow. As phased system components are installed, each will be tested.
Step 9. Training & Instruction	The Convergent team understands that any electronic security project is much more than simply a hardware, software & electrical installation. A custom training program that will provide the CUSTOMERs personnel with the proficiency levels required to efficiently operate and maintain the security system during routine and emergency operations will be coordinated with the customer. Convergent maintains several baseline training programs/curricula that are adapted for the project.
Step 10. System Acceptance Test	A test for each phase of the installation and the overall system performance in conjunction with the final system acceptance will be performed in accordance with the attached testing procedure. The completed test results will be submitted as part of the final test report.
Step 11. Record Documentation	<p>Project record drawings, logs, test data, software documentation, manuals, operating descriptions/instructions and other data pertaining to the security equipment will be maintained in a current, up to date status. This data, including record drawings and diagrams, will be submitted to GSA/DHS for review and approval as part of the project final acceptance process (Step 13).</p> <p>These submittals will be delivered to GSA/DHS in accordance with an agreed to schedule between Convergent and the customer following system acceptance.</p>
Step 12. Warranty Service & Concept	<p>The Convergent team will provide the warranty service for the security system in accordance with the requirements of the technical proposal. This support will be an on-call service for one year starting at the GSA's acceptance of the installed system and will be accomplished as described in the following subsections.</p> <p>Convergent service organization provides onsite service support of the system and all furnished and installed components proposed for one year from the date of system acceptance.</p> <p>The implementation of this warranty service takes into consideration the original equipment manufacturers' warranties that are in effect for one year. Items removed during service that are determined to be faulty or defective, while still covered under warranty, will be returned to the manufacturer for repair and/or replacement.</p>
Step 13. Project Final Acceptance	Project requirements for product warranties for all products, required manuals, and documentation as specified will be complied. A detailed Final Acceptance Plan will be developed by our program manager and reviewed with the customer to assure compliance with the final acceptance requirements.

28. Describe any technological advances that your proposed products or services offer.

Convergent specializes in providing customers with the very best building system technologies available today. As an independent solutions integrator, Convergent has established relationships with multiple leading technology partners and other industry leaders to better serve the needs of our customers. Building systems have become more strategic to our customers as they converge with the information technology (IT) enterprise. Convergent deploys certified network professionals to deliver seamless integration across a customer's IT infrastructure. At Convergent, our greatest strength is our people, core values and beliefs, partnerships with the worlds' leading technology partners, and best-in-class service solutions.



Convergent also offers our Quad 4 Advanced Solutions Team which supports customers with planning, designing, and implementing complex software solutions. They are experts in their fields and provide our customers with a clear understanding of any technological advances that our customers might have questions on.

By utilizing subject matter experts, the Quad4 team is better able to find methods to increase airport technology performance while maximizing cost effectiveness. Quad4 understands the importance of coordinating projects with federal partners to ensure established security measures meet regulatory compliance requirements. The Quad4 Team specializes in advanced analytics, physical security information management, identity management, mass notification, emergency planning, and operational efficiency. The Quad4 team is made available to all clients for consultation and planning. Our expertise includes: design and implementation of Command & Control System, Identity Management Systems, Mass notification, Situational Awareness data sources, Dashboard and more. The team's approach is focused on customer process and business needs, identifying user's requirements, workflows, and overall objectives. This consultative approach assists our customers to better define and priorities needs, list critical functions and address KPI's. The Quad 4 team mission is to help customer to choose the right solution and maximize ROI. Our holistic approach takes into consideration security, safety, risk but also operational requirements. We believe that every solution needs to contribute to the overall goals of our customer's business environment.

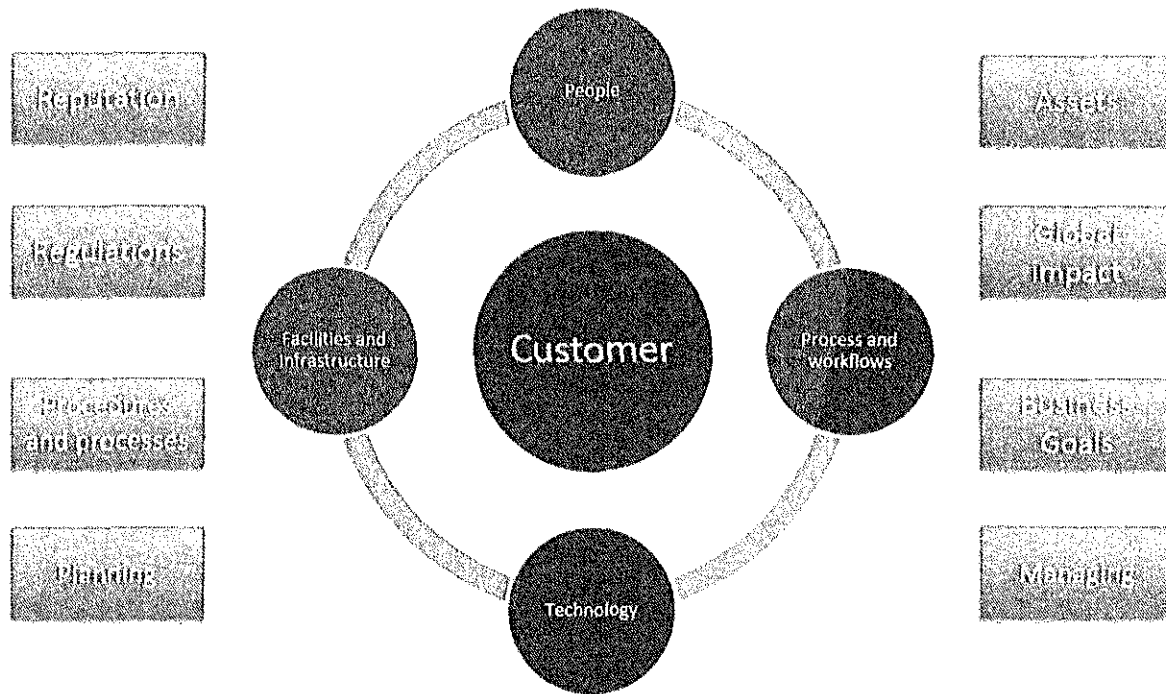


Figure 14 - Quad 4 Services

Convergent's goal is to be the best service provider to our customers. We believe that by working closely and collaborating with our customers, we can bring additional value and strategic support. The Quad 4 team strategic approach includes:

- Offer unique, valuable perspective
- Provide ongoing advice and consolation
- Educate customers on new issues and outcomes
- Help customers navigate alternatives
- Help customers improve business processes and KPI's
- Help customers avoid potential "land mines"
- Portray a realistic picture of purchase cost and difficulties
- Help customers quantify financial value

The Quad 4 Team is comprised of subject matter experts with industry specific backgrounds, enabling the team to develop innovative solutions to meet our customer's goals. This team sees the industry from a broad perspective, looking for trends in technology, government regulation, partnerships, and threats. By utilizing the Quad 4 team, Convergent is better able to be a future-focused partner while understanding trends that can affect operations on a day-to-day basis on multiple levels.

29. Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

30.

Convergent is committed to achieving excellence in providing a healthy and safe working environment, and to supporting environmentally sound practices in the conduct of security equipment maintenance activities. Whenever possible while performing this contract, Convergent will use Energy Star or green products and processes, as long as those products meet the contract primary security requirements. Using the Environmental Protection Agency Energy Star standards as our guide, we will seek efficient items for all equipment maintenance replacements or system upgrades.

*Convergent provides
Ecoflex electrified mortise
lock, reducing energy
consumption up to 96%
when compared to
standard electrified mortise locks, as
certified by GreenCircle.*



31. Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

Convergent is a large business but we do utilize small businesses where applicable that meet SBA guidelines. See our Supplier Diversity Program below.



1651 Wilkening Road, Schaumburg, IL 60173
phone 847-229-0222 fax 847-229-9437
www.convergint.com

Convergint Supplier Diversity Program (CSDP)

Convergint Technologies is committed to diversity with the suppliers we conduct business with and have experienced the benefit of working with locally-owned businesses in the communities in which we operate. From Convergint's perspective, it's a win all the way around – For your business, for our business & for every community we are a part of.

We also understand how difficult it can be for a small business, with good people and service cultures, to make connections within larger organizations. Convergint's Supplier Diversity Program was designed to make it easier for you to make contact with the right people within any of our North American office locations.

At Convergint, we evaluate every potential minority supplier on the basis of meeting the following requirements. You must:

- Be a certified as a minority, women, or disabled, owned for-profit business enterprise which is at least 51% owned, operated, and controlled by United States citizens who belong to any of the following groups: Women, African American, Asian American, Hispanic American, Native American or Disabled American
- Have a minimum 3-year business history
- Meet Above Average Quality Standards
- Demonstrate Excellence in Customer Service
- Offer Competitive Pricing on Your Goods and/or Services
- Provide Value-Added Products and/or Services
- Meet our Insurance & Indemnification Requirements
- Provide at Least Three (3) Customer References

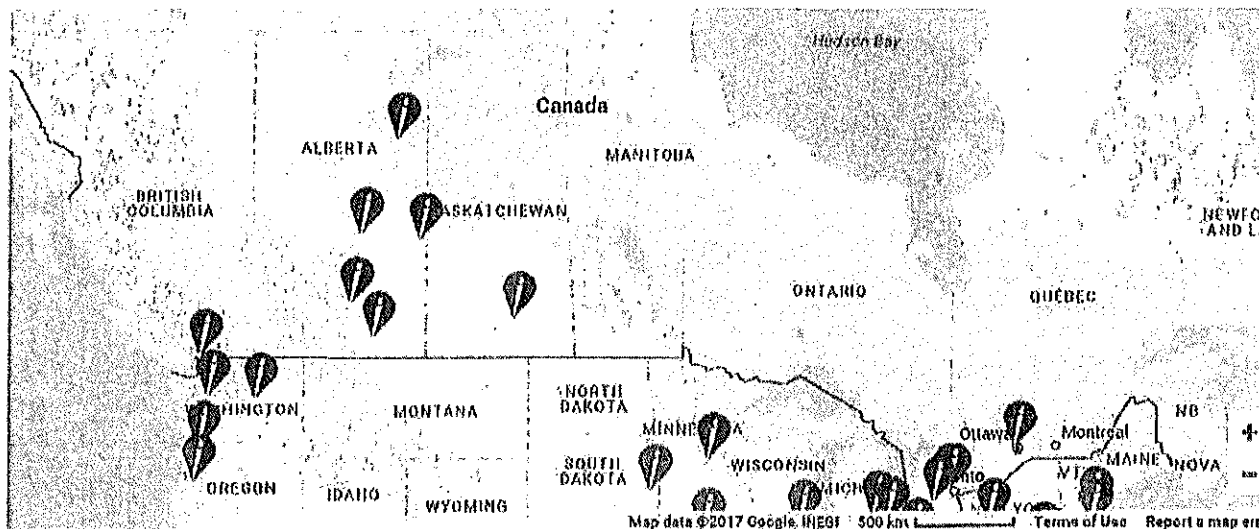
While we are not able to do business with every company that contacts us, we welcome the opportunity to build strong, rewarding relationships with high-quality, diverse suppliers and service providers in the communities that we live, work and play. If you believe you would qualify as a CSDP partner, please complete the "contact us" page on this web site and you will be contacted by a Convergint representative.

32. What unique attributes does your company, your products, or your services offer to NJPA Members?
What makes your proposed solutions unique in your industry as it applies to NJPA members?

Our industry is changing. Security applications are more than "just" security products. Software centric solutions and sensors produce valuable data to create business outcomes. Today's solutions are focused on gathering, processing, analyzing and disseminating large amount of data to support customer's goals and KPI's. In addition, system integration and IOT can detect trends, improve workflows, enhance communication/collaboration and even predict risks. For Convergint to be our customer's best service provider and a true strategic partner, we actively engage with the advanced solution partners to help NJPA participating entities such as Healthcare, Higher Ed, transportation, police and public safety and more to promote innovation, improve processes, reduce risk and add value. As a service provider and a system integrator we enjoy the support and close partnership of leading manufactures/solution providers. Convergint does not manufacture products, we focus on solutions and services to allow our customer to choose the solution and products that best meet their needs and requirements.

33. Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

Converjint Technologies is very excited to have NJPA expand into Canada. We have numerous offices covering areas within the Northern US and Canada. Please see our map of locations below which show our coverage in Canada.



NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature:		Date:	3/09/2017
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2.0 FORM B: PROPOSER INFORMATION**Form B****PROPOSER INFORMATION**

Company Name: Convergent Technologies LLC	
Address: 4395 Nicole Drive	
City/State/Zip: Lanham, MD 20706	
Phone: 301-459-8730	Fax: 301-459-8731
Toll-Free Number: n/a	E-Mail: Melissa.Bulluck@convergent.com
Website Address: www.convergent.com	

COMPANY PERSONNEL CONTACTS**Authorized signer for your organization**

Name: Vincent Piau	
Email: Vincent.Piau@convergent.com	Phone: 301-459-8730

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

Who prepared your RFP response?

Name: Rachel Wyatt - Swanson	Title: Capture Manager
Email: Rachel.wyatt@convergent.com	Phone: 405-301-1477

Who is your company's primary contact person for this proposal?

Name: Richard Shook	Title: Director of State / Local Business
Email: Richard.,Shook@convergent.com	Phone: 440-867-0111

Other important contact information

Name: James Price	Title: Account Executive, State and Local
Email: James.Price@convergent.com	Phone: 240-353-2014

Name: Melissa Bulluck	Title: Director of Contracts and Proposals
Email: Melissa.Bulluck@convergent.com	Phone: 301-459-8730

3.0 FORM C: EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS AND SOLUTIONS REQUEST

Form C



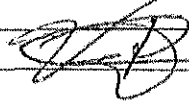
EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: Convergent Technologies LLC

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/Page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
8.7 (New Added)	Mutual consequential damages waiver	NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER VENDOR, NJPA, OR NJPA MEMBERS BE LIABLE TO ANY OTHER PARTIES, 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.	
8.1	Patent indemnity clarification	This indemnification shall not apply to the extent the infringement is due to any special designs provided by the NJPA or any NJPA Members, or changes, modifications or unique uses by the NJPA or any NJPA Members. The NJPA or any NJPA Members agree upon receiving a request from Vendor after being put on notice of such claims, to allow Vendor to defend or settle any suit or controversy, and Vendor agrees to satisfy any judgment or settlement of such claims. If a court prohibits future use of any products or services because of an infringement, then Vendor shall have the option to procure the rights to use said products or services for the NJPA or any NJPA Members from the complaining party, or replace said products or services with non-	

		<p>infringing goods, or to refund the purchase price of said products or services to the NJPA or any NJPA Members. The foregoing expresses Vendor's entire and exclusive warranty and liability and the NJPA or any NJPA Members' exclusive remedy as to infringement, and Vendor will not be liable for any damages whatsoever suffered by reason of any infringement claimed, except as provided herein.</p>	
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Proposer's Signature: 	Date: 3-09-2017
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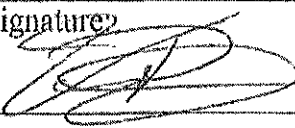
<p><u>NJPA's clarification on exceptions listed above:</u></p>
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4.0 FORM D: FORMAL OFFERING OF PROPOSAL**Form D****Contract Award
RFP #031517**

Formal Offering of Proposal
(To be completed only by the Proposer)

FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES

In compliance with the Request for Proposal (RFP) for FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Convergent Technologies		Date: 3/09/2017	
Company Address: 4395 Nicole Drive			
City: Lanham		State: MD	Zip: 20706
Contact Person: Vincent Piau		Title: General Manager	
Authorized Signature: 		Printed Name: Vincent Piau	

5.0 FORM F: PROPOSER ASSURANCE OF COMPLIANCE**Form F****PROPOSER ASSURANCE OF COMPLIANCE**

Proposal Affidavit Signature Page


PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

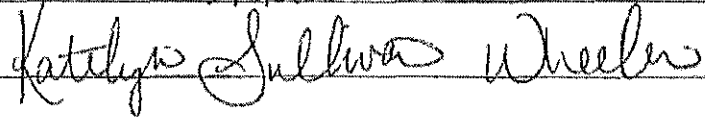
1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

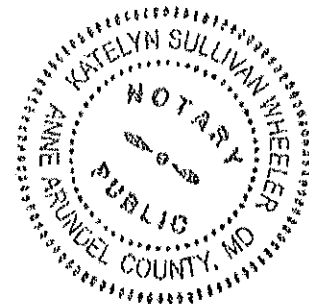
[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Convergent Technologies
Address: 4395 Nicole Drive
City/State/Zip: Lanham, MD 20706
Telephone Number: 301-459-8730
E-mail Address: Vincent.Piau@convergent.com
Authorized Signature: 
Authorized Name (printed): Vincent Piau
Title: General Manager
Date: 3/9/2017

Notarized

Subscribed and sworn to before me this <u>9</u> day of <u>March</u> , 2017
Notary Public in and for the County of <u>Anne Arundel</u> State of <u>Maryland</u>
My commission expires: <u>12/3/2020</u>
Signature: 



6.0 FORM P: PROPOSER QUESTIONNAIRE**Form P**

PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products and Services, Pricing and Delivery,
and Industry-Specific Questions

Proposer Name: Convergent Technologies LLC
--

Questionnaire Completed by: Rachel Wyatt - Swanson
--

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Net 30

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Generally, Convergent does not provide leasing options, however, for a specific customer need Convergent may be willing to discuss financing options with the end customer.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

Convergent currently reports on numerous contracts monthly including TX DIR, TCPN, and numerous other Multiple Ordering Schedules. The reporting for this contract will reside with the other contract reporting deliverables held by our Contracts and Proposal Manager, Ms. Melissa Bulluck. Convergent has the ability to structure reports the way NJPA and their customers prefer.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Convergent does not accept the P-Card currently but is willing to discuss that option for this contract.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

The Convergent team will provide the warranty service for the security system in accordance with the requirements of the technical proposal. This support will be an on-call service for one year starting at the customer's acceptance of the installed system and will be accomplished as described in the following subsections. The Convergent service organization provides onsite service support of the system and all furnished and installed components proposed for one year from the date of system acceptance.

The implementation of this warranty service takes into consideration the original equipment manufacturers' warranties that are in effect for one year. Items removed during service that are determined to be faulty or defective, while still covered under warranty, will be returned to the manufacturer for repair and/or replacement.

- Do your warranties cover all products, parts, and labor?

Convergent warranties all products, parts, and labor.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Our warranty does not impose usage restrictions or other limitations on work that we procure and install.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

In the first year after system acceptance our warranty includes technicians travel time and mileage.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

Convergent can cover all regions it is proposing too. We would not be able to service Alaska, Hawaii, or any outlying territories or regions however we are not proposing to work in those regions currently.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Warranties issues for equipment installed and not working within the first year are sent back to the manufacturer for replacement. Once Convergent receives a new or the fixed part we would install the new or refurbished item back at the service location.

- What are your proposed exchange and return programs and policies?

All exchanges or returns must be completed in the warranty period for no cost to the customer to occur.

- 6) Describe any service contract options for the items included in your proposal.

Convergent is pleased to provide maintenance and service for the installation of our systems. We can offer an annual or multi-year agreement.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Convergent Technologies designs, installs and services seamlessly integrated electronic security solutions for commercial, industrial and government clients. Serving single-site customers, as well as those with a global multi-site footprint, Convergent will design a solution to meet both current needs as well as future growth plans. Most importantly, Convergent provides a wide-array of professional services to ensure the investment is protected and continues to operate as originally designed.

Access Control

Convergent Technologies is an authorized Value Added Reseller (VAR) for several industry leading card access manufacturers. At Convergent, we specialize in more complex enterprise card access applications, especially those involving the integration of IP-based video, intrusion systems, smartcards, human resource databases, etc. Convergent has the right solution and technical support needed to complete projects that on-time and on-budget.

Identity Management

Convergent Technologies provides comprehensive identity solutions ranging from basic proximity card technology to "smart-cards" with integrated chips. Budget, convenience, standards compliance, data security, performance and/or identification requirements play a big role in determining the best identity solution for our customers. Convergent will work with our customer to develop an identity management strategy that fits both their needs and budget

IP Video & Video Management

With thousands of IP cameras already installed, Convergent is the systems integration leader in designing, installing, and servicing IP-based video solutions. Having established strong industry leading manufacturing relationships, Convergent is able to provide the very best IP-based technologies to our customers. At Convergent, it does not stop with simply installing the best technology. Convergent also has network certified personnel to ensure IP-based video solutions are installed adhering to established IT industry standards and practices

Intrusion Detection

Intrusion Detection systems continue to be an important aspect of a comprehensive security solution. Convergent goes well beyond simply designing, installing, and servicing traditional alarm intrusion systems. Convergent can seamlessly integrate alarm intrusion systems with card access, IP video, and other important building systems. This integrated approach increases security and makes the entire system easier to manage and maintain.

Communication Solutions

Selecting the right communication systems for specific needs can be a challenging task. Convergent Technologies has experience with some of the most advanced VoIP communication systems on the market today. Speed, reliability, and system integration capability are just some of the critical elements in selecting the right communication system. Whether it's a control room intercom solution or a campus-wide mass notification system, Convergent has the experience to design, install, and service the right solution.

Wireless Technology

IP-based video surveillance has quickly become a powerful tool for public safety and security and the demand is growing exponentially. The ability to connect digital video cameras to the internet and networks has increased the flexibility and accessibility for both the collection and distribution of video data. While this enables cameras to be installed in more locations, the availability of data ports and cabling remain limiting factors when deploying video. The proper wireless technology can eliminate most, if not all, of the issues associated with areas that are too difficult or expensive to wire.

Physical Security Information Management

One of the fastest growing areas in the electronic security is in Physical Security Information Management (PSIM). As more security platforms migrate to IP-based technology, customers are seeking innovative ways to integrate these different technologies, become more proactive with policy-based system decisions, and at the same time drive down the cost of ownership associated with the systems they manage. Managing disparate platforms and operating systems is becoming increasingly complex and most companies simply do not have the budget for a "rip and replace" strategy. A PSIM allows customers to leverage the various systems they already have in place and "normalize" the user interface.

Mass Notification

In simple terms, a mass notification system is an emergency management tool used to provide detailed pre-recorded or live instruction and information to building occupants (or wide area) in an emergency through a wide array of technologies. This capability is intended for the protection of life by indicating the existence of an emergency and instructing people of the necessary and appropriate response and action. Convergent Technologies has the design-build skills to design a mass notification system including the key aspects of system integration.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Convergent Technologies will be offering NJPA and the members of NJPA a discount off of MSRP for each line item. Detailed pricing data can found in Appendix C.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Our discounts range from 5-36% off MSRP.

10) The pricing offered in this proposal is

_____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

X c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

 d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

Convergint does not offer quantity or volume discounts.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Convergint will provide a quote consistent with our pricing approach with discount off of MSRP.

Convergint will supply a quote for each request. Pricing will be consistent with discount approach described above in Question 9.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Convergint has included all cost that are associated with an electronic security project.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Convergint calculates shipping at the quote level. Convergint uses the dimensions and weight of an item and the shipping destination to determine shipping cost. Convergint uses the cheapest shipping method for delivery, but there are some cases when the customer prefers next day or second day shipping options, and in those cases, we will use the shipping method of choice to calculate shipping cost.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Not applicable for Alaska, Hawaii, or offshore delivery. However, Canada follows our typical shipping and delivery process for North America.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Convergint is a very large company covering most geographies that will use this contract. In part, because of our local presence we will be able to coordinate with customers, special kit systems for delivery, and be on site for delivery and installation. This allows for greater customer intimacy and well as satisfaction for the overall contract.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members

obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Convergint will perform an internal audit to ensure compliance with our contract for NJPA. Melissa Bulluck, our Contracts Manager, is responsible for all reporting. She will verify all correct sales totals and ensure compliance with our quarterly reporting.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Convergint will pay the 2% as listed in the RFP.

Industry-Specific Questions

NOTE: You may have addressed some of the following questions elsewhere in your response. If so, please also answer these industry questions completely. Do not leave them blank.

19) Describe any background checks that you require of employees and prospective employees. How do you vet those personnel that might have access to sensitive NJPA member information?

Protecting our customer's information, confidentiality, and privacy is a priority. As part of our hiring, all colleagues undergo a criminal background check along with signing an Employment Agreement which protects both the customer and Convergint from release of confidential information. In addition, Convergint has an Anti-Corruption Compliance Policy and a Cyber Security Policy with specific eLearning courses on these policies as part of our compliance training. These two courses are an annual requirement to be taken by all colleagues globally.

20) Articulate your process for screening and hiring contractor candidates.

Convergint's overarching philosophy is to ensure we select the right person for each role on the program. Before an employee joins the Convergint team, the PM and staffing manager clearly and openly discuss the job requirements and nature of the work with the proposed candidate to set their expectations, and makes sure they wish to perform the responsibilities of the proposed position. Once assigned to the program, the PM, and team lead conduct ongoing communication and assessment of personnel to gauge job satisfaction and provide feedback on job performance.

Our procedure to ensure continuity and quality of personnel begins with our recruiting, screening (including reference checks) and selection processes, which focuses on identifying the qualified personnel with relevant experience and training, and a long-term commitment to program success. Our recruiting process is well under way and continues throughout the life of the contract as we continue to build our pool of qualified candidates. When identifying candidates for the NJPA program we look for personnel who:

- Are fully cleared and have previous experience working within federal government organizations requiring FICAM/FIPS complaint systems

- Have a passion for the area they are supporting, whether that be security service, information technology, or hardware integration
- Have a long term interest in supporting the IHS on the Physical Access and Surveillance Project
- Are NJPA-service-oriented, flexible, communicative, and dedicated to doing their best and always looking for a way to do it better

Convergint recruiters have access to a number of sources for finding candidates readily available for reassignment or hire. These resources include referrals, a database of current Team employees seeking reassignment, Social Networking sites, professional organizations and associations, and a recruiting database of cleared personnel seeking employment. Our in-house resources and robust recruiting capabilities ensure a large quality pool of candidates for the INJPA program.

Convergint strives to provide the highest level of service for NJPA Customers. We accomplish this by finding and hiring talented colleagues, providing them with challenging opportunities and encouraging their innovation and initiative. Our team has a 97% retention rate and is well above industry averages. We evaluate employee exits as a learning experience and use those lessons to develop methods for reducing future loses. Convergint views retention as a strategic business issue and one with total management commitment. In this regard, all team members have invested heavily in retention programs and building a strong culture that attracts employees.

21) What term better describes your company: national or regional? Please explain.

Convergint is a national installation and service provider with over 70+ offices world-wide.

22) Describe the methods that you use to monitor and conform to prevailing wage rate requirements throughout the U.S.

Convergint strictly follows all rules and regulations in regards to paying employees above SCA rates which allows us to conform to all prevailing wage requirements throughout the U.S. and Canada.

23) What reporting methods will you use to provide NJPA details on the service provided to our member agencies?

Convergint will provide monthly reports on sales and contracts through NJPA. We will also allow iCare access so NJPA and its users have full access to information like work order history, drawings and blueprints, times for when a technician is dispatched and when the job completes along with numerous other reports that function from our iCare system.

24) What is your average response time for both routine and urgent agency requests?

Typical response time varies depending on the customer and contract expectations. For many customers Convergint must provide a 4-hour response, but for others with less demanding requirements we often service them next day.

25) How do you remain ahead of current trends regarding products and technology?


Our Quad 4 Team is comprised of subject matter experts with industry specific backgrounds, enabling the team to develop innovative solutions to meet our customer's goals. This team sees the industry from a broad perspective, looking for trends in technology, government regulation, partnerships, and threats. By utilizing the Quad 4 team, Convergent is better able to be a future-focused partner while understanding trends that can affect operations on a day-to-day basis on multiple levels.

26) Clearly describe your rate structure, and demonstrate how NJPA members can effectively determine their cost for your proposed solutions

Convergent submits a quote that outlines our understanding of the project as well as the associated cost (i.e. equipment, labor, other cost, etc.) The quote will show the quantity and unit price for the equipment and labor. This will allow NJPA members to easily determine their cost for the proposed solution. NJPA members will work closely with a Convergent Account Executive to determine specific needs and requirements needed for the proposed solution.

27) How do you ensure that your prices are competitive?

Convergent Technologies specializes in providing customers with leading Security, Fire Alarm, Life Safety technologies, and application expertise and services. By assembling a project team with vast industry experience and technical competence, Convergent works with their clients to deliver compliant, non-proprietary solutions which avoid sole-source dependency and assures long term cost competitiveness. From system retrofit to new construction and equipment only to turnkey system installation, Convergent provides the very best value regardless of size and complexity of the project.

Signature: 	Date: 3/09/2017
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APPENDIX A - ADDENDA

No addendums were issued during the preparation of this proposal.

APPENDIX B - CERTIFICATE OF INSURANCE



CONVTEC-01

WALDENKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)
2/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191		CONTACT Willis Towers Watson Certificate Center PHONE (A/C. No., Ext.): (877) 945-7378 FAX (A/C. No.): (888) 467-2378 E-MAIL Address: certificates@willis.com	
INSURED Convergent Technologies LLC One Commerce Drive Schaumburg, IL 60173		INSURER(S) AFFORDING COVERAGE INSURER A: XL Insurance America, Inc. 24554 INSURER B: Navigators Insurance Company 42307 INSURER C: XL Specialty Insurance Company 37885 INSURER D: INSURER E: INSURER F:	NAIC # 24554 42307 37885

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. (RSD) (WVD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER. <input checked="" type="checkbox"/> LOC OTHER:		CGS740905405	03/01/2017	03/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED. EXP. (Any one person) \$ 10,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG. \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CAH740002406	03/01/2017	03/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$		CH17EXC704521IV	03/01/2017	03/01/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:	Y/N N	CWG740002206	03/01/2017	03/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Proof of Coverage
 Certificate Holder is included as an Additional Insured as respects to General Liability as required by written contract.

CERTIFICATE HOLDER Sample Certificate	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Andrea Paris</i>
---	---

ACORD 26 (2016/03)

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POLICY NUMBER: CGS 7409054 05

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional Insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional Insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional Insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional Insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional Insured is required by a contract or agreement, the most we will pay on behalf of the additional Insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

APPENDIX C - PRICING

Please see full pricing catalogues in excel on electronic submission.

NJPA	
Manufacturer	Discount off MSRP
3VR	20%
Aiphone	30%
Alertus	3%
Altronix	30%
AMAG	
Category A	10%
Category B	4%
American Dynamics	26%
Arecont	22%
Avigilon	15%
Axis	3%
Bosch	30%
Brivo	26%
Code Blue Communications	7%
Commend	30%
Comnet	28%
DMP	30%
EST	15%
ExaqVision	15%
FLIR	8%
Genetec	10%
Honeywell	
Category A	17%
Category B	3%
IndigoVision	15%
Infinias	21%
Inovonics	5%
Lenel	7%
LifeSafety Powers	15%
Milestone	10%
OnSSI	3%
Open Options Access	32%
Orion Image	15%

NIPA	
Manufacturer	Discount off MSRP
Panasonic	30%
Pelco	29%
Razberi	32%
Safety Technology	25%
Samsung	36%
Shooter Detection	5%
Silent Knight	30%
SmarterSecurity	4%
Software House	
Category B	26%
Category C	3%
Category D	4%
Category E	4%
Space Age	30%
Traka	14%
Verint	10%
Video Insight	17%
Windy City Wire	30%

Labor Categories	Discount Percentage off MSRP
Installer	27%
Project Foreman	27%
Specialist	27%
Project Manager	27%
Engineer	27%
CAD/Drafter	27%
Program Manager	27%
Service Coordinator	27%
Service Manager	27%
Service Technician	27%
Software Engineer	27%
Subject Matter Expert (SME)	27%
Professional Services	27%

Description and Pricing - Labor Hourly						
Labor Categories NIPA	Commercial Hourly Rate (MSRP)	NIPA Price with Admin Fee - Year 1	NIPA Price with Admin Fee - Year 2	NIPA Price with Admin Fee - Year 3	NIPA Price with Admin Fee - Year 4	NIPA Price with Admin Fee - Year 5
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

Pricing Notes

NOTE: 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 more than 50 miles from point of dispatch will be Charged at \$.50 per mile.

NOTE: Product listing and pricing will be updated periodically to reflect manufacturer changes.

NOTE: Per standard policy, all pricing is presented as a discount from MSRP (all hardware, software, services, and professional services). The items contained within the catalogue provided serves as only a representative sample of the scope of products and services to be offered on contract. Any omissions of products or related services, such as cloud services, training, and professional services, are not to be considered "out of scope" or "listed as free to be offered".

NOTE: All discounts will be applied to the then current manufacturers MSRP price.

Not to Exceed Pricing: Product and Support Discounts provided are a minimum discount offered from the then current MSRP Price and Labor Rates represent the maximum allowable price. Additional discounts may be offered based on factors including, but not limited to location or purchase quantity.

NOTE: Taxes are not included and will be added based on the location of the contract during proposal development if applicable

NOTE: Prevailing Wages are excluded, but will be priced where required at an increase not to exceed 25%

NOTE: Union Rates not included, but will be priced where required at an increase not to exceed 25%

NOTE: Shipping/Freight to be priced at the quote level and is not included in our price catalogue

NOTE: Convergent's Warranty policy on hardware and software follows the applicable manufacturer's warranty policy

NOTE: Convergent's Warranty policy on workmanship is one year

NOTE: Convergent's restocking fee policy follows our manufacturers restocking policies

NOTE: Product pricing will be discounted based on manufacturers current price catalogues

APPENDIX D – LICENSES

Convergint is a large business and does not have any small business status. Please see most up to date representations and certifications at:
<https://www.sam.gov/>

Our Licensing List is found below:

State	Name of License Holder if Applicable	License Information
Alabama	Einathan E. Wilkinson	QA, BAS Lic#13-10048
Alabama	Lee Smith	"Certified Fire Alarm Contractor Permit" Lee Smith # A-0464
Alabama	N/A	Licensed for Burglar Alarm, CCTV, Elec. Access Control Work Permit #14- 1098
Alabama	N/A	General Contractor License #47236
Alaska	N/A	Specialty Contractor's License # 35963
Alaska	N/A	Class 23 Construction Business License # 953594
Arizona	N/A	L-67 "Low Voltage Communications Systems" - Stephen Payne # 237795
Arkansas	N/A	Contractor's License # 0334740515 covering fire alarm, security and burglar/intrusion
Arkansas	N/A	Class E ALARMS SYSTEMS COMPANY # E 2012 0019
Arkansas	Courtney Eslick	Manager - IDNBR # E 12-019
California LLC	Mike Mathes (QA)	C-10 "Electrical Contractor" # 986407
California LP	N/A	C-10 "Electrical Contractor" # 815629
California LP	N/A	C-7 "Low Voltage Systems Contractor" # 816553

California LP		ACO "Alarm Company Operator" (allows monitoring) #6219 (for Orange)
California LP	N/A	ACB "Alarm Company Operator - Branch" (allows monitoring) # 5519 (for Pleasanton)
California LLC	N/A	UL Certificate of Compliance (UL 2050) - "CRZH - Burglar Alarm Systems - National Industrial Security Systems # BP 9959 -6" and "UUFX - Signal and Fire Alarm Equipment and Services - Protective Signaling Services - Central Station # S8227-2";
California LP	N/A	UL Certificate of Compliance (UL 2050) CRZH "Burglar Alarm Systems - National Industrial Security Systems # BP 9959 - 2
Colorado	Not Required	HVAC, FA and Security all listed as exemptions under Electricians Licensing statute
Connecticut		See Notes
Delaware	N/A	"Contractor Non-Resident" # 2009104104 (DLN 14 03747 57)
Delaware	Emmerson J. Nelson Jr.	Master Electrician License #T1-0005908
Florida	Mike Singer	Mike Singer "Certified Alarm System Contractor II" EG13000323
Georgia	Mike Singer	Mike Singer "Low Voltage Alarm" LVA 205368
Hawaii	Mike Mathes	Dept. of Commerce and Consumer Affairs 24060 C6
Idaho	N/A	"Contracting Business" - #RCE - 28869
Illinois	Barry J Yatzor	Private Alarm Contractor - Lic # 124.001749
Illinois	Roger Veldhuizen	Class 3 - Private Alarm Contractor Agency c/o Roger Veldhuizen - # 127-001176 (also lists Veldhuizen indiv license - see cell below)

Illinois	Roger Veldhuizen	Roger Veldhuizen - Class C - "Private Alarm Contractor" - # 124-001512
Illinois	N/A	Fire Alarm License # 53232
Indiana		Not required at a State level
Iowa	N/A	Contractor Registration Certificate #C111387
Iowa	N/A	Certificate Alarm System Contractor # AC-0166 - Fire Alarm Contractor, Nurse Call System Contractor, Security Alarm System Contractor, & Alarm System Maintenance Inspector Contractor
Iowa	Barry J Yatzor	Barry J Yatzor- Responsible Managing Employee for alarm contractor Class 1, 2, 3 and 4- contractor # AC-0166
Iowa	Anthony P Filipponi	Anthony P Filipponi - Alarm Installer Class 7 # AI-0669
Iowa	Joseph Palermo	Joseph Palermo - Alarm Installer Class 1.3 #AL-670
Kansas		Not required at a State level
Kentucky		Not required at a State level
Louisiana	Ben Neikirk	Specialty: Telecommunications # 47183 QA Ben Neikirk
Louisiana	N/A	company license - Fire Alarm and Security endorsements - #F 970 thru 11-1-15
Maine	Not Assigned to a Leader	Specialty Licenses require Master Electrician
Maryland	Emmerson J. Nelson Jr.	Qualified Agent Electrician License # 12572
Maryland	N/A	"Construction Firm" # 16974146
Maryland	David Perrotto	"Security Systems Agency License" representative member David Perrotto # 107-1327

Massachusetts	William J. Casali	"Security Systems Contractor - S-Systems - William J. Casali and Convergent Technologies LLC - #SSCO-000928"
Massachusetts	William J. Casali	"Systems Contractor - C-System - William J. Casali and Convergent Technologies LLC - #1544C"
Michigan	Scott Matthew Schweizer	Scott Matthew Schweizer - "Security Alarm Regulation - Security Alarm System Contractors License" 3601205897
Minnesota	N/A	"Technology Systems Contractor" # TS001906
Minnesota	Rolf A. Peterson	Rolf A. Peterson - "Power Limited Technician" # PL 010395
Mississippi	Mike Singer	Mike Singer QA for all three categories "specialty - HVAC, Alarm Systems & Equipment, Energy Management" # 16411-SC
Missouri	N/A	Not regulated on the State level
Montana		Specialty Licenses Are in Progress
Nebraska		Contractor Registration # 37703
Nevada LP	Michael Mathes	"C-2 Electrical Contracting" - Michael Mathes # 0074524
Nevada LLC	Michael Mathes	"C-2 Electrical Contracting" - Michael Mathes # 0078578
New Hampshire	Not Assigned to a Leader	
New Jersey	Matthew S. Hamerman - Qualifier	Burglar Alarm Business # 34BX00013800
New Jersey	Matthew S. Hamerman - Qualifier	Qualifier for Convergent Burglar Alarm License # 34BX00013800
New Mexico	Steve Payne	Contractor's License ES03 License #375571

New Mexico	Steve Payne	Qualifying Party License #375570 ES03
New York	Robert Russo	Robert Russo "Alarm Installer License (Statewide)" # 12000284806 (covers FA, Sec and Intrusion) Control #91028
North Carolina	Peter Conlon	Peter Conlon "Special Restricted Fire Alarm Low Voltage" classification - # 28542/01-SP/LV
North Carolina	Peter Conlon	Peter Conlon -Burglar Alarm Business - #1033-CSA
North Carolina	Mike Singer	Mike Singer "Burglar Alarm Business License" # 2173 - CSA
North Carolina	Peter Conlon	Qualifier for Electrical Contracting License #31272-SP-FA/LV
North Dakota		Contractor's License # 42569 - License Class: Class A - Unlimited contract amount
Ohio	N/A	Fire Alarm License # 53 89 1766 - For Servicing, testing, repairing, or installing fire protection or firefighting equipment.
Ohio		
Oklahoma	N/A	Fire, Burglar, Access and CCTV - # 1750
Oregon		Master Business License for multiply jurisdictions in OR. License #7132
Oregon	N/A	# 148358 (Residential General Contractor and Commercial General Contractor Level 1)
Oregon	N/A	# 26-1173CLE (CLE Ltd Energy Contractor)
Oregon	William Van Every	William Van Every (Limited Energy Tech Class A #3506LEA (Building Codes Div.)
Pennsylvania	N/A	"Home Improvement Contractor" # PA067645
Rhode Island	William J. Casali	"through Electrician category from Dept. Labor/Training - Fire Alarm Contractor - William J.

		Casali/Convergent Technologies - #AF-09127"
Rhode Island	William J. Casali	"through Electrician category from Dept. Labor/Training - Fire Alarm Installer - William J. Casali/Convergent Technologies - #BF-09815"
South Carolina	Lee F. Smith	Fire Alarm Contractor License # FAC 3440 - Primary Qualifier Lee. F. Smith
South Carolina		Burglar Alarm Business # BAC.13546 M thru 7-31-16
South Dakota		
Tennessee	N/A	"Contractor" CE (D, I) #52739
Tennessee	N/A	Alarm Contracting Company # 1160
Texas	N/A	Alarm Certificate of Registration - # ACR-1750734 - Houston, Dallas, Austin & San Antonio - Old FA# was ACR 2154 (the change was initiated internally from the Texas Fire Marshall Office)
Texas	N/A	FEL Fire Extinguisher Certificate - ECR-1715438 - Dallas
Texas	Bryon Lee Santistevan	FEL Fire Extinguisher License Type B - Portables FEL-B-10308 - Dallas
Texas	N/A	company code B - Alarm Company and Electronic Access Company # B 10716
Texas		Individual Licenses can be found in License by State Folder
Utah		In Process
Vermont	Not Assigned to a Leader	
Virginia	N/A	Electronic Communications; Fire Alarm - Ext Sys # 2705-083738

Virginia		Private Security Services - BU06 Electronic Security Services License #11-3955
Virginia	Bill Tighman	Private Security Services Business for Electronic Security Services Bill Tilghman #RE-0103375 thru 1-31-16
Virginia	Bill Tighman	Private Security Compliance Agent - Bill Tighman License # CA-0100591
Washington	N/A	Master License Service master business license #602 133 088
Washington	N/A	"Construction Contractor" for Locks, Security and Alarm Equipment # CONVETL 995N9
Washington	N/A	"Electrical Contractor" for Limited Energy and Hvac/Rfrg Ltd Energy # CONVETL 984BQ
Washington	Riley Quicksall	"Master Electrician" for Limited Energy and Hvac/Rfrg Ltd Energy # QUICKRJ 967KQ
Washington	William Van Every	Electrician for Limited Energy (EL06) and HVAC/Rfrg (EL6A) #VANEVWE000PP
Washington DC		See Notes
West Virginia		Low Voltage Systems License #WV052737 thru 9-12-15
Wisconsin	N/A	#1149548
Wyoming	Convergent Technologies	Low Voltage Contractor Alarms #LV-X- 26551
Canada	Convergent Technologies	All appropriate low voltage and fire certifications and licenses.

APPENDIX E – SUSPENSION OR DISBARMENT STATUS

Not applicable. Convergent Technologies LLC has not been suspended or disbarred.

APPENDIX F – VAR LETTERS



Securing Your World

February 26th, 2016

Convergent Technologies
4395 Nicole Dr.
Lanham, MD 20706

To whom it may concern:

I am writing you to advise that Convergent is an AMAG Certified Reseller in good standing. They have achieved success installing and servicing our equipment for many years.

The Convergent Team has experience in design, installation and maintenance of AMAG Symmetry Security Management systems. They have been certified through the AMAG certification process and have technical and support staff that have successfully completed our AMAG Training program. Our contractual agreement has afforded them the opportunity to procure our products within The United States both Commercial and Federal.

If you require further information, please do not hesitate to contact me at 800-889-9138 x 101 or greg.diamond@amag.com.

Best regards,

A handwritten signature in black ink, appearing to read "GD".

Greg Diamond
Manager, Sales Operations

20701 Manhattan Place • Torrance, CA 90501 • P: 310-518-2380 • F: 310-834-0685 •
www.amag.com



Security Systems

BOSCHBosch Security Systems
130 Perinton Parkway
Fairport, New York 14450Tel. (585) 223-4080
(800) 289-0096
Fax (585) 223-9180www.boschsecurity.us

March 9, 2011

Convergent Technologies
1651 Wilkening Road
Schaumburg, IL 60173**Re: Certification – Bosch Security Systems Authorized Dealer**

To Whom It May Concern:

This letter is to confirm that Convergent Technologies is an authorized North American Bosch Security Systems, Inc. Dealer

Certification includes:

- Intrusion Systems
- Access Controls Systems
- Fire Systems
- CCTV Systems

If you have any questions or need further assistance, please contact Cindy Bracey at 773-251-4545 for IFAS or Rancillio Associates at 913-491-4433 for CCTV

Sincerely,

Bosch Security Systems, Inc.

BOSCH and Symbol are registered trademarks of Robert Bosch GmbH, Germany



June 17th, 2016

Reference: Convergent Technologies as Authorized Partner

To Whom It May Concern:

This letter will serve as confirmation that Convergent Technologies is an authorized reseller for Code Blue equipment, accessories, supplies and service throughout North America. Convergent Technologies is considered a premier partner and is assigned Code Blue's highest partner ranking of "Channel Partner".

If you have any questions, please contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "John Plooster".

John Plooster

Director of Sales/Global Partner Manager | Code Blue Corporation

jplooster@codeblue.com | www.codeblue.com

o: 616-494-8494 | f: 616-392-8391 | m: 616-318-3362

Code Blue • 259 Hedcor Street • Holland, MI 49423 USA • 800.205.7186 • www.codeblue.com

NIPA FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES

Page 91 of 106

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.



THE GENETEC™ CHANNEL PARTNER PROGRAM
Certified Partner 2016 – 2017

Ben Crabbs
Convergent Technologies USA
4720 Boston Way, Suite N,
Lanham, MD, 20706
United States

Dear Ben,

This letter is to confirm your status as a Genetec™ Certified Partner. We would like to take this opportunity to acknowledge the continued sales efforts put forth by you and your team, and the relationship you have created with Genetec Inc. (Genetec).

The Genetec™ Channel Partner Program acknowledges your outstanding sales performance, experience, loyalty and advocacy. With an accredited status in the program, our partners stand out in the crowd as being the most skilled in the field.

Enclosed is your 2016-2017 Certification Plaque that indicates your certified status in our program.

On behalf of the entire Genetec team, thanks again for a great year. We look forward to your continued success!

Kind regards,

Guy Chenard
Vice President, Global Sales & Business Development, Genetec Inc.



UTC Fire & Security

A United Technologies Company

UTC Fire & Security
Roy Anderson RSM
217 Foresail Cove
Stafford, Va. 22554
Office 540-657-4412
Cell 703-628-2810
Roy.Anderson@ge.com
www.ge-security.com

Subject: VAR in Good Standing

6/1/16

To whom it may concern:

This letter is to confirm that Convergent is an authorized VAR/SP (Value Added Reseller/Strategic Partner) of Lenel International & Interlogix products; Formally GE Security products.

Convergent has a long standing relationship as a national VAR representing the entire line of Lenel and Interlogix products as well as the formally GE Security (CASI) product lines since 2001.

As of the date of this letter, Convergent Technologies has 139 Master, 45 plantum, 19 Gold and 135 Silver certified technicians.

Please contact me if you need any further information.

*Roy Anderson
Regional Sales Director
East Region
Lenel a UTC Fire and Security Company
(Formerly GE Security)
(703) 628-2810
Roy.Anderson@lenel.com*



ON-NET SURVEILLANCE SYSTEMS, INC. T: +1 845-732-7900
One Blue Hill Plaza, 7th Floor F: +1 845-732-7999
PO Box 1555, Pearl River, NY 10965 www.onssl.com

August 11, 2016

Reference: OnSSI CP Program
Convergent Technologies - DC

To Whom It May Concern:

Pursuant to your request for information pertaining to the OnSSI Partner Program and validation of an affiliated integration partner the following is applicable:

OnSSI maintains an extensive network of dealers and integrators through its Channel Partner Program. Organizations involved in delivering video surveillance and security solutions to the end-user community may join our Channel Partner Program and enjoy its benefits.

To be approved as an OnSSI Channel Partner, you must have a proven track record in marketing video surveillance and security systems to end users. Additionally, Certified Channel Partners must have, in active employment, at least one (1) technical support person that has been trained and certified by OnSSI to support all OnSSI's product lines.

Currently, Convergent Technologies - DC, at 4395 Nicole Drive, Lanham MD 20706, is listed as an OnSSI Certified Channel Partner.

Please call our Sales Administration team at 845-732-7900 if we may be of any further assistance.

Regards,

Ken LaMarca
Vice President of Sales & Marketing

cc. D. Barber, OnSSI
J. Wilkins, Security Product Marketing (SPM)

SOFTWARE HOUSE®
www.swhouse.com

6 Technology Park Drive, Westford, MA 01886-3140 • Tel: 978 577 4000 • Fax: 978 577 4392

April 19th, 2016

Mr. Robert McCabe
Corporate Security Services, Inc.
185 Campus Drive
Edison, NJ
08837

Software House is pleased to recognize and congratulate Corporate Security Services, Inc. of Edison, NJ as an Enterprise Partner, certification #1017, in the 2016 Software House Dealer Certification Program.

As an Enterprise Partner of Software House, Corporate Security has demonstrated both the technical and business experience necessary to effectively provide the high level of service to meet and exceed the requirements of the industry.

We are proud to have an Integrator with the proven operating infrastructure, established procedures, and commitment to product expertise, representing and complementing our program.

Once again, congratulations on achieving this very important certification status. We are pleased to have you as part of this elite group of Software House integrators, and we look forward to working with you for many years to come.

Sincerely,



Joseph Fitzgibbons
Program Manager
6 Technology Park Drive
Westford, MA
01886
978-577-4283

**tyco**
Security Products

AVIGILON
THE BEST EVIDENCE™

April 8, 2015

To Whom It May Concern,

Avigilon High Definition Video Management Solutions are distributed and installed exclusively by Avigilon Authorized Enterprise Solution Partners. These Authorized partners are required to be extremely well versed in video surveillance and data network systems design, installation and support.

Convergint Technologies is an Avigilon Authorized Enterprise Certified Solution Partner in good standing with approximately 54 Level 1 and approximately 55 Level 2 certified technicians. Convergint is certified and authorized to distribute, install and program our complete line of high definition video and video analytics products.

If there are any further questions, please contact me directly at (404) 859-5269. Thank you for allowing Convergint Technologies the opportunity to support you.

Respectfully,

Rebecca Law

Business Development Manager, Strategic Alliances – North America

AVIGILON

Cell: 404.859.5269

Support: 888.281.5182 | avigilon.com

Rebecca.Law@avigilon.com

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HEAD OFFICE 4th Floor, 858 Beatty St., Vancouver, BC, Canada V6B 1C1
MAIL Box 378, #101 - 1001 W. Broadway, Vancouver, BC, Canada V6H 4E4
PH 604.629.5182 FAX 604.629.5183 SUPPORT 1.888.281.5182 avigilon.com

comnet™

Communication Networks

3 Corporate Drive
Danbury, CT 06810 • USA
T: 203.796.5300
F: 203.796.5303
www.comnet.net

May 18, 2015

Wayne Eng
Product Manager
Convergent Technologies
One Commerce Drive
Schaumburg, Illinois 60173

Dear Wayne:

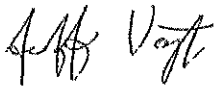
The purpose of this letter is to certify the following:

Convergent Technologies is an authorized Distributor of ComNet (Communication Networks) Surveillance, Ethernet, IP, Video, Audio, Data, and Wireless Products.

Convergent Technologies may resell our products worldwide.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Jeff Vogt
Strategic Accounts Sales Manager
Communication Networks
3 Corporate Drive
Danbury, CT 06810



611 Center Ridge Drive
Austin, Texas 78753 USA

FREE +1 800 237 7769
MAIN +1 512 776 9000
FAX +1 512 776 9630

May 19, 2015

Mr. Wayne Eng
Convergent Technologies
One Commerce Drive
Schaumburg, IL 60173

Subject: Authorized Reseller Confirmation

Dear Wayne:

HID Global, an ASSA ABLOY company, is pleased to provide you with this Reseller Authorization Letter which certifies that Convergent Technologies is a Platinum Level Partner in HID's Advantage Partner Program. As such, Convergent Technologies is authorized to sell and service HID Global's products and services.

If you have any questions, please don't hesitate to ask.

Thank you for your continued support and partnership.

Regards,

Rick

Rick Mohr
Director, Channel Sales and National Accounts
HID Global

rmohr@hidglobal.com
831-373-3423 (office)
530-867-0927 (cell)



hidglobal.com

An ASSA ABLOY Group brand

ASSA ABLOY



The Open Platform Company



February 5, 2015

To whom it may concern

This is to verify that Convergent Technologies, LLC, is a national Milestone partner since 2007. Convergent Technologies has received Milestone XProtect training and certification. They are in good standing and authorized to sell, install and support all Milestone XProtect software products.

Please do not hesitate to contact us if you have any questions.

Sincerely,

Barbara Erickson
Inside Sales & Salesforce Coordinator, Americas
Direct: (503) 350-1152
Email: be@milestone.us
8905 SW Nimbus Ave, Suite 400
Beaverton, OR 97008
Office: (503) 350-1100

Panasonic

May 15, 2015

Convergint Technologies
One Commerce Drive
Schaumburg IL 60173

Subject: Authorized Panasonic I-PRO Certified Reseller (IPCR)

To Whom It May Concern:

Please accept this letter as confirmation that Convergint Technologies is an Authorized and Certified Panasonic I-PRO Reseller and Installer of Panasonic CCTV Analog and Digital I-PRO network video security products. Convergint has more than 5 years of experience as an I-Pro Certified Dealer.

This letter authorizes that Convergint Technologies has completed and maintained the required education and training requirements for the Panasonic i-PRO with IPRC status.

We appreciate and value your continued support of Panasonic and please let me know if you have any questions or need further assistance.

Regards,

James E. Loyd

James E. Loyd
National Sales Manager – Strategic Accounts
PSCNA

PANASONIC SYSTEM COMMUNICATIONS COMPANY OF NORTH AMERICA
Two Riverfront Plaza, Newark, NJ 07102

SOLUTIONS FOR BUSINESS
panasonic.com/business-solutions



by Schneider Electric

DEALER GLOBAL FRAME SUPPLY AGREEMENT

This Agreement is made as of this 19th day of May, 2015, by and between Pelco, Inc., a Delaware corporation having its principal office at 3500 Pelco Way, Clovis, CA 93612-5699 hereinafter referred to as "Manufacturer/Supplier," and Converjint Technologies LLC and subsidiaries, and any of its affiliates having its principal office at One Commerce Drive Schaumburg, IL 60173, hereinafter referred to as "Dealer." A Pelco, Inc. "Dealer" is defined as a company that is involved in the purchase, stocking and reselling of CCTV products to End Users of said products.

This agreement shall be automatically renewed for successive one-year terms unless either party terminates as provided for herein. In consideration of the mutual agreements and promises contained in this agreement, Manufacturer/Supplier and Dealer agree as follows:

1. Appointment of Dealer:

Manufacturer/Supplier hereby appoints and designates the Dealer as an authorized, nonexclusive Dealer of the "Products" as described in the current Manufacturer/Supplier Dealer Price List and authorizes Dealer to market and sell the Products according to the terms and conditions of this Agreement. The Territory, in which Dealer is authorized to sell Products, shall consist of any global region where Dealer conducts business, provided that such region is listed in a mutually executed Regional Pricing Agreement (Exhibit A) or Global Customer Pricing Agreement (Exhibit B), as further described below. From time to time, in order to enable Dealer, or any of its affiliates, to purchase Products from Manufacturer/Supplier's entity located in a foreign jurisdiction, the parties agree to negotiate and enter into a Regional Pricing Agreement or Global Customer Pricing Agreement. Such Regional Pricing Agreement or Global Customer Pricing Agreement shall be modified to the extent necessary to reflect local law, custom or circumstances. Once executed, such Regional Pricing Agreement or Global Customer Pricing Agreement shall become a part of this Agreement, and any purchases by Dealer from such Manufacturer/Supplier's entity shall be governed by this Agreement as modified by the Regional Pricing Agreement or Global Customer Pricing Agreement. In the event of a conflict, the Regional Pricing Agreement or Global Customer Pricing Agreement shall control. For the avoidance of doubt, the parties acknowledge and agree that Dealer's affiliates must also execute a Regional Pricing Agreement or Global Customer Pricing Agreement in order to sell Product in accordance with this Agreement.

2. The Dealer Agrees:

- A. To use reasonable efforts to promote, market and distribute the product of Manufacturer/Supplier in a professional manner consistent with the intent of this agreement. In order to protect customer pricing, if product pricing must be used for general market e-commerce promotional activities, only "MSRP" pricing will be used along with the phrase, "call for discounted Manufacturer/Supplier product pricing."
- B. To provide and/or coordinate technical support for and training in the proper use of the products, for those customers requesting same, through seminars and other programs.
- C. To adhere to the payment and price terms prescribed in this agreement.

3. Manufacturer/ Supplier Agrees:

- A. To support the Dealer in its efforts to promote the sale of the Manufacturer/Supplier's products.
- B. To provide reasonable technical and/or sales training assistance for the Dealer at the Dealer's request.
- C. To support the Dealer by providing, upon request, reasonable quantities of sales literature, catalogs, and specification sheets.

4. Terms and Conditions:

- A. **Order Entry.** All orders shall be placed using the standard purchase order forms of Dealer. Terms and/or conditions of this agreement supersede any additional terms and conditions in a purchase order which have not been agreed to by the parties.
- B. **Pricing.** All pricing will be determined by Regional Pricing Agreement (Exhibit A) or Global Customer Pricing Agreement (Exhibit B) and will be subject to change upon at least thirty (30) days prior written notice to Dealer. All shipments are billed at current prevailing prices. Discontinued items may or may not be provided in price listed

Schneider Electric | Buildings Business

3500 Pelco, Inc. Way
Clovis, California 93612-5699 United States
Tel. +1 559-292-1981 - Fax +1 559-388-7903
www.Pelco, Inc. com

www



November 4, 2015

Mr. Wayne Eng
National Product Manager
Convergent Technologies, LLC
One Commerce Drive
Schaumburg, IL 60173

Subject: Convergent Technologies, LLC as an Authorized Reseller

Traka USA LLC is pleased to provide this letter certifying that Convergent Technologies LLC, with offices located throughout North America, is an authorized reseller in good standing of products offered by our company.

Further, Traka USA LLC attests that Convergent Technologies LLC is recognized as an ASSA ABLOY business partner including, but not limited to the following brands:

- o HES
- o Corbin Russwin
- o Folger Adams
- o Adams Rite
- o Securitron
- o Sargent
- o McKinney
- o Medeco
- o Norton
- o Traka
- o Other ASSA ABLOY Brands appropriated to be used within an electronic access solution

Sincerely,

A handwritten signature in black ink, appearing to read "Danny Garrido".

Danny Garrido
President
Traka USA

Traka USA LLC 448 Commerce Way, Suite 100 • Longwood, FL 32750
Orlando 407-681-4001 • Toll Free 877-348-7252 • www.trakausa.com

Verint Video Solutions Inc
12110 North Foothill Street, Suite 300
Denver, CO 80231
Phone 303 450 5999 | Fax 303 450 5950



November 2, 2015

To Whom It May Concern:

This letter is to confirm that Convergent Technologies LLC is authorized to sell, install, and service Verint products.

Convergent Technologies LLC is a Key Integrator of Verint and has experience with Verint products and services.

Please do not hesitate to contact me directly if you require any additional information.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ann Schumann".

Ann Schumann
Sr. Director, Sales Operations



May 19, 2015

Convergent Technologies Letter of Authorization

Mr. Wayne Eng

As a valued partner, this letter certifies that Convergent Technologies is an authorized integrator and reseller of Video Insight Solutions. As a certified partner Convergent Technologies will receive our sales & technical support, software support, system design, continued system training and product warranty's.

Sincerely,

A handwritten signature in cursive script that reads "Jim Hawver".

Jim Hawver
Director of National Accounts

Honeywell

**SILENT
KNIGHT**7550 Meridian Circle
Maple Grove, MN 55309-4927763-493-6400
763-493-6475 Fax

September 19, 2003

Convergent Technologies
1094 Johnson Drive
Buffalo Grove, IL 60089

Dear Mr. Barry Yatzer:

Silent Knight would like to welcome you on board as a new distributor. Your Customer ID has been set up as **CONBUF**. Please have this ID number available to speed up any inquiries. As a Silent Knight distributor, you can expect nothing less than a 100% effort on our part to support you, our valued customer. With Silent Knight's trained technical support staff and our courteous and responsive inside sales team, a solution is only a phone call away. Combine this with a knowledgeable and creative field sales team, and state of the art fire panels; you are on a winning team.

Enclosed you will find your price and Silent Knight contact sheet. Your product binder was shipped from our warehouse on Thursday, September 18. If you need product literature or want to place an order, please contact our Customer Service Department at 800-446-6444.

Again, welcome aboard and we look forward to a long and prosperous business relationship.

Sincerely,

David Kosciuk
Vice President of Sales

Enclosures

8985 Town Center Parkway
Bradenton, FL 34202
United States
Tel 941.309.8527 Fax 941.308.8130
kurt.bailey@ls.utc.com
edwardsfiresafety.com



Kurt S. Bailey
V.P. North American Sales

July 6, 2016

To whom it may concern,

This letter shall serve as confirmation that Convergent Technologies is an authorized Edwards Strategic Partner in good standing. Convergent Technologies is authorized to sell and service Edwards/ Vigilant branded hardware and software nationwide. Convergent Technologies is authorized to sell and service EST branded hardware in designated territories within North America that they currently support.

Convergent Technologies offices complete and maintain product certifications as required on any and all Edwards, EST and Vigilant products. This entitles them to resell products and software as well as obtain technical, engineering and applications support.

Convergent Technologies is one of Edwards largest Strategic Partners by volume having over 200 certified Technicians holding the following certifications:

- EST3
- Fireworks
- Cisco
- IO Series
- VM1
- VS Series
- Legacy Products

Sincerely,

A handwritten signature in black ink, appearing to read "K.S. Bailey", written in a cursive style.

Kurt S. Bailey
V.P. North American Sales

ATTACHMENT E

NJPA REQUEST FOR PROPOSAL RFP # 031517



National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES

RFP Opening

| MARCH 16, 2017 |

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #031517

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time.

RFP Timeline

January 26, 2017

Publication of RFP in the print and online version of *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to:

<http://www.njpacoop.org/oregon-advertising>), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia. Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.

February 21, 2017
10:00 a.m. CT

Deadline for RFP questions.

March 8, 2017
March 15, 2017
4:30 p.m. CT

Deadline for Submission of Proposals. Late responses will be returned unopened.

March 16, 2017
8:30 a.m. CT

Public Opening of Proposals.

Direct questions regarding this RFP to: Jonathan Yahn at jonathan.yahn@njpacoop.org or (218)895-4144.

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I DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by NJPA: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;

- 3.11.3** Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency's needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer's authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES.

3.17 Additional Scope Definitions: For purposes of the scope of this solicitation:

3.17.1 In the overall context of FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES, **this solicitation should be read to include, but not to be limited to:**

3.17.1.1 Systems for surveillance, access control, intrusion/breach detection, fire detection and warning, fire suppression, vehicle barrier control, building automation, security gate control, and (where applicable) monitoring services associated with such systems.

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.2.1 This solicitation is not intended to include earthquake detection, monitoring, or warning, and respondents must not propose more than an incidental offering of security guard services.]

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.24.1 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.24.1.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.24.1.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.24.1.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice "of good, better, best" multiple-grade solutions to meet NJPA Members' needs.

3.24.1.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members' needs.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 Geographic Area to be Proposed: This RFP invites proposals to provide FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 Contract Term: At NJPA's option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.27 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28 [This section is intentionally blank.]

3.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

3.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;

3.31.2.2 identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

3.31.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.32 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.33 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.34 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment

should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.37 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. NJPA may award all of the respondent's proposal or may limit the award to a subset of the proposal.

4

INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA's competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message "**Hold for Proposal Opening**," and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES to Jonathan Yahn at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Jonathan Yahn at (218) 895-4144. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NPJA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org (under "Current and Pending Solicitations") and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN

56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them with an atomic clock.** At the time of the public opening, the NJPA Director of Contracts and Marketing or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA'S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5 **PRICING**

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$55 Million.** Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as "Hot List," "Sourced Products," and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published "List Price" as well as a "Proposed Contract Price" in their pricing matrix. Published List Price will be the standard "quantity of one" price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 "Cost plus a percentage of cost" as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user’s location. For example, if you are proposing equipment/products FOB Proposer’s dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer’s dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user’s location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor’s NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members’ needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor’s line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as “Sourced Products/Equipment” or “Open Market Items” on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 “Cost plus a percentage” pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, “COMPANY 012411-CPY effective 02-12-2016.”

5.32 The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]**K. SALES TAX**

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the "Warranty" criterion does not apply to a particular RFP, the points normally awarded under "Warranty" may be used to increase the number of potential points in another evaluation category or categories.) The "Pricing" criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to "Pricing." But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer's offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members' needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness," found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

6.6.1 is received before the deadline for submission or it will be returned unopened;

6.6.2 is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

6.6.3 contains a pricing document (with apparent discounts) and all other forms fully completed, even if "not applicable" is the answer;

6.6.4 includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;

6.6.5 contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP's scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer's responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may

help determine scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer's response. NJPA may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for "Widgets and Related Products and Services." NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

6.19.7 An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or

assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

6.23.1.1 Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence

\$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors' certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more than permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance

bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.8 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.10 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is "Executed for the Benefit of [NJPA Member name]."

F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.13 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.13.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.13.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.13.3 NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

7.13.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.13.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

7.13.6 The Vendor fails to properly report quarterly sales;

7.13.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.14 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

8.2 [This section is intentionally blank.]

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

K. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

- 8.25.1** The name, address, and telephone number of the protester;
- 8.25.2** The original signature of the protester or its representative (you must document the authority of the representative);
- 8.25.3** Identification of the solicitation by RFP number;
- 8.25.4** Identification of the statute or procedure that is alleged to have been violated;
- 8.25.5** A precise statement of the relevant facts;
- 8.25.6** Identification of the issues to be resolved;
- 8.25.7** The aggrieved party's argument and supporting documentation;
- 8.25.8** The aggrieved party's statement of potential financial damages; and
- 8.25.9** A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the

power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

9 FORMS

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Form A



PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company's expectations in the event of an award?
- 5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 10) Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.

Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20) a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.
- 25) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?

- 26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

- 27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.
- 31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

Form B



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company's primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ Date: _____

NJPA's clarification on exceptions listed above:

Contract Award
RFP #031517

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

[FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES]

In compliance with the Request for Proposal (RFP) for [FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES,] the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)

Form E



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #031517 _____

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be _____, 20____ and continue until- _____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20____ NJPA Contract Number #031517

NJPA Authorized signature: _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20____ NJPA Contract Number #031517

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20____ NJPA Contract Number #031517

Form F**PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____

_____ Its _____

**Form P****PROPOSER QUESTIONNAIRE****Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

NOTE: You may have addressed some of the following questions elsewhere in your response. If so, please also answer these industry questions completely. Do not leave them blank.

- 19) Describe any background checks that you require of employees and prospective employees. How do you vet those personnel that might have access to sensitive NJPA member information?
- 20) Articulate your process for screening and hiring contractor candidates.
- 21) What term better describes your company: national or regional? Please explain.
- 22) Describe the methods that you use to monitor and conform to prevailing wage rate requirements throughout the U.S.
- 23) What reporting methods will you use to provide NJPA details on the service provided to our member agencies?
- 24) What is your average response time for both routine and urgent agency requests?
- 25) How do you remain ahead of current trends regarding products and technology?

- 26) Clearly describe your rate structure, and demonstrate how NJPA members can effectively determine their cost for your proposed solutions.
- 27) How do you ensure that your prices are competitive?

Signature: _____ Date: _____

10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

NJPA CONTRACT NUMBER:

- Adding Products/Services
- Deleting Products/Services
- Price Increase
- Price Decrease

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.



Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)

COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS
EXHIBIT I

This data shall be transmitted to governmental agencies charged with the establishment and enforcement of child support order and for no other purposes and shall be held confidential by those agencies.

A. In the case of an individual Vendor, his/her name, date of birth, Social Security number, and residence address:

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

B. In the case of a Vendor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

(Additional sheets may be used if necessary)

County Use Only	
Department Name	Sheriff-Coroner
DPA Name	Eric Gregory
Email Address	egregory@ocsd.org
Phone Number	714-834-4336

EXHIBIT 2
TOOL CONTROL POLICY Orange County Sheriff's Department

Tool Control Guidelines for Contractors Working in Correctional Facilities

The Orange County Sheriff's Department has implemented a Tool Control Program at all jail facilities. The purpose of the program is to increase the safety at the facilities by keeping dangerous tools out of the hands of inmates. All contractors entering one of these facilities will be required to comply with the program requirements. The security staff at these facilities will make every effort to minimize any inconvenience caused by this program. We are providing you these guidelines so you can prepare the necessary documentation in advance to minimize any delay entering the facility.

All contractors performing work inside the security area of the facilities will be required to have their tools inventoried upon entry to, and exit from the facility.

Instructions for persons entering the facility:

- Complete the attached inventory form listing all of the tools you will need to take inside (preferably prior to arrival at the facility). Limiting the number of tools needed, will speed your entry and departure.
- Present the written inventory at the entrance to the facility at which you are working.
- A member of the security staff will compare the tools you are taking into the facility to your written inventory and return the form to you after signing it.
- A member of the security staff will repeat the inventory on your way out of the building to make sure you have not left any tools at the job site.
- The security staff will retain the original inventory, but will make you a copy if you need one.
- Contractors performing regular work at these facilities should prepare advance inventories for each toolbox with a few blank lines at the bottom and store the inventories on a computer. When you need to come to a facility, you can print the appropriate pages to take with you and handwrite any additional special tools at the bottom.
- If needed, you will be allowed entry to the facility to look at the work to be done prior to determining what tools you will need to minimize the number of tools subject to the inventory requirement.

Instructions for vehicles entering the facility:

- All vehicles entering the secured parking area of any correctional facility operated by the Orange County Sheriff's Department will be subject to search and will be logged in and out at the gate.
- Vehicles entering the Intake Release Center or Theo Lacy Facility will not need to have the tools inventoried. You will only need to inventory the tools to be carried inside the facility.
- Vehicles entering the James A. Musick Facility will need to be inventoried prior to entering and exiting the facility.

Contact Information if you have questions about this policy or need more information:

James A. Musick Facility • (949) 855-7777
Intake Release Center • (714) 647-6120
Theo Lacy Facility • (714) 935-6216

JOB TOOL INVENTORY LIST

Date:

Name:

WO#

*Security staff must initial and write down their badge number for both the in and out inventory.

Tool / Id #	In	Out
1)	<input type="checkbox"/>	<input type="checkbox"/>
2)	<input type="checkbox"/>	<input type="checkbox"/>
3)	<input type="checkbox"/>	<input type="checkbox"/>
4)	<input type="checkbox"/>	<input type="checkbox"/>
5)	<input type="checkbox"/>	<input type="checkbox"/>
6)	<input type="checkbox"/>	<input type="checkbox"/>
7)	<input type="checkbox"/>	<input type="checkbox"/>
8)	<input type="checkbox"/>	<input type="checkbox"/>
9)	<input type="checkbox"/>	<input type="checkbox"/>
10)	<input type="checkbox"/>	<input type="checkbox"/>
11)	<input type="checkbox"/>	<input type="checkbox"/>
12)	<input type="checkbox"/>	<input type="checkbox"/>
13)	<input type="checkbox"/>	<input type="checkbox"/>
14)	<input type="checkbox"/>	<input type="checkbox"/>
15)	<input type="checkbox"/>	<input type="checkbox"/>
16)	<input type="checkbox"/>	<input type="checkbox"/>
17)	<input type="checkbox"/>	<input type="checkbox"/>
18)	<input type="checkbox"/>	<input type="checkbox"/>
19)	<input type="checkbox"/>	<input type="checkbox"/>
20)	<input type="checkbox"/>	<input type="checkbox"/>
21)	<input type="checkbox"/>	<input type="checkbox"/>
22)	<input type="checkbox"/>	<input type="checkbox"/>
23)	<input type="checkbox"/>	<input type="checkbox"/>
24)	<input type="checkbox"/>	<input type="checkbox"/>
25)	<input type="checkbox"/>	<input type="checkbox"/>
26)	<input type="checkbox"/>	<input type="checkbox"/>
27)	<input type="checkbox"/>	<input type="checkbox"/>
28)	<input type="checkbox"/>	<input type="checkbox"/>