

AGREEMENT

This Agreement ("Agreement") is entered into as of the ____ day of _____, 2013, between the City of Norman, Oklahoma, a municipal corporation ("CITY") and Convergent Technologies, Inc. ("CONVERGINT").

WITNESSETH:

WHEREAS, CITY desires to install a security camera system for the City of Norman Investigation Facility (the "Project") and requested quotes from at least three vendors for the same;

WHEREAS, CONVERGINT submitted the lowest quote for the Security Camera System; and

WHEREAS, CITY desires to enter into this Agreement with CONVERGINT to accomplish the installation of the Security Camera System.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- I. Contract Documents.** The following documents shall be referred to as the "Contract Documents", all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Agreement.
- B. CONVERGINT'S Proposal for the City of Norman Investigation Facility Security Camera System (Quotation No. 2154730370), attached hereto as Exhibit A.
- C. In the event of a conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" have the first priority and Contract Document "B" having the last priority.

II. Amendment to Terms Contained in CONVERGINT'S proposal (Exhibit A)

- A. Exhibit A, Terms and Conditions, Section 3 shall be modified to read as follows:

Section 3. Invoice Remittance and Payment

CITY agrees to pay CONVERGINT for all supplies, materials and equipment for the Project as follows: If the work is performed over more than one month, CONVERGINT will invoice CITY each month for materials, equipment, and supplies purchased during the previous month. If the work is completed in less than one month, CITY agrees to pay CONVERGINT in full after the work has been performed within thirty (30) days of being invoiced. For costs related to installation, CITY agrees to pay CONVERGINT within thirty (30) days of being invoiced, provided such invoice shall only be issued upon CITY'S final acceptance of the Project.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, this Agreement is entered into the ____ day of _____, 2013.

CONVERGINT TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

Attest: _____

(Corporate Seal)

CITY OF NORMAN, OKLAHOMA

By: _____

Name: Cindy S. Rosenthal

Title: Mayor

Attest: _____

City Clerk

(Seal)

Approved as to form and legality this ____ day of _____, 2013.

City Attorney



Security Proposal

Date: October 2, 2013

Quotation: 2154730370

To: City of Norman
201 West Gray, Building C
Norman, OK 73069

Project: Police & Fire Security-Video

FOB Shipping Point

Attn: Robert Gruver

From: Convergent Technologies

Oklahoma State License LIC-006369

Richard Faught
richard.faught@convergent.com

Mobile: (405) 990-3888

Direct: (405) 470-1850

Fax: (405) 792-7901

Convergent Technologies is pleased to provide this proposal for your consideration. This quotation shall remain firm for a period of forty-five (45) days from the proposal date, and price is based upon delivery of equipment within three (3) months. Convergent Technologies payment terms are net 30.

Security System Scope of Work

Genetec Access Control & Video Software

Convergent will provide and install (1) Genetec Security Center software package with access control & video integration. Convergent will install Security Center software on customer provided (1) server and (10) client PC's. Convergent will install (10) Omnicast clients for video connections and (5) Synergis clients for access control connections. Convergent will setup card format for existing HID Prox cards. Convergent will provide and install licensing for access control, video integration, active directory, and setup (1) cardholder import for employees cards. Convergent will provide (4) hours of Genetec end user training for access control & video integration. Customer will provide 120VAC connection for owner provided servers & clients as well as CAT6 connection for servers & clients communication.

Genetec Video Storage

Customer will provide Genetec Archiver storage for the IP cameras. Customer will provide and install server in the new rack equipment provided in construction. Customer will provide sufficient storage to allow recording cameras at 15 fps, 10% compression for 60 days. Convergent will provide licensing for the (39) new cameras. Customer will provide 120VAC & network connections for Storage Server.

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New York • New Orleans • Orlando • Portland • Richmond • San Francisco • San Antonio • Seattle • Tulsa • Virginia Beach
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Axis IP Cameras

Convergint will provide (8) Axis Exterior PTZ IP Cameras, (1) Axis Exterior Fixed IP Camera, & (30) Axis Interior Dome Cameras as specified. Contractor will provide proper CAT6 wire to each camera from customer provided POE Network Switch. Convergint will run a patch cable from the provided network biscuit to the new IP camera location. Convergint will provide, install, and terminate all specified cameras. Convergint will drill hole in the wall in order to connect to the provided network biscuit for the exterior cameras. Customer will provide all switch equipment, static IP addresses and all other network information needed for camera programming.

Clarifications and Exclusions

- All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
- Low voltage wiring shall be installed in open cable.
- Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
- Permits or associated fees are not included.
- Customer to provide static IP addresses and network connections at panel locations.
-
- Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
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- Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
- Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

Performance Items

Yes	No	Description	Yes	No	Description
/		Material (listed on the BOM)	/		Installation of Specialty Back Boxes
/		Freight (prepaid)	/		Connection to Building Fire Alarm Panel
/		Applicable Taxes	/		Installation & Power of Control Panels
/		One-Year Warranty on Parts	/		Installation & Power of CCTV Cameras
/		One-Year Warranty on Labor	/		Installation & Power of Intrusion Panels
/	/	Low Voltage Permits	/	/	Installation & Power of Intercom System
/	/	Electrical Installation Permit	/	/	Installation & Power of Video Recorders (DVR/NVR)
/	/	Engineering and Drawings	/	/	120 VAC Power Receptacles
/	/	Record Documentation (As-Built)	/	/	Lifts and Hoists
/	/	System Programming	/	/	Floor Coverings for Lifts and Hoists
/	/	Project Management	/	/	Fire Stopping (Excludes Existing Penetrations)
/	/	Mounting/Termination of Proposed Devices	/	/	Patching and Painting
/	/	Testing of all Proposed Devices	/	/	Electrified Door Locking Hardware
/	/	Operations & Maintenance Manuals	/	/	Additional Lighting Requirements for Cameras
/	/	Owner Training	/	/	Ceiling Tiles and Ceiling Grid Repairs
/	/	System Meets Plans/Drawings	/	/	On-Site Lockable Storage Facility
/	/	System is Design-Build	/	/	Vertical Core Drilling
/	/	Payment & Performance Bonds	/	/	Horizontal Core Drilling
/	/	Installation of Wire and Cable	/	/	Servers by Convergent
/	/	Installation of Conduit and Boxes	/	/	Servers by Others
/	/	Installation of Wire Hangers	/	/	Workstations by Convergent
/	/	Specialty Back Boxes	/	/	Workstations by Others



Convergent Technologies

6125 West Reno
Suite 700
Oklahoma City, OK 73127
(405) 470-1850 Fax (405) 792-7901

Police & Fire Security-Video

2154730370

No	Qty	Part	Description	Manufacturer
			<u>Genetec Head End Software</u>	
1	1	GSC-BASE-5.2	Genetec Security Center (GSC) Base Package - Version 5.2 which includes: 1 Directory, 5 Security Desk client connections, Plan Manager Basic for 3 maps and 30 entities, Alarm Management, Advanced Reporting, System Partitioning, Zone Monitoring, Email Support, Macros Support (actual macros sold separately), all supported languages. Must purchase a Synergis, Omnicast, or AutoVu base package to enable access control, video, or LPR content respectively.	Genetec
2	5	GSC-1U	1 Genetec Security Desk client connection	Genetec
3	1	GSC-OM-E	GSC Omnicast Enterprise Package which includes: Archiving support, Media Router, Audio, Camera Sequences, Time Zone, Edge recording and trickling, 1 Keyboard connection, Max. 300 cameras per Archiver / 100 cameras on the Directory machine	Genetec
4	39	GSC-OM-E-1C	1 camera connection	Genetec
5	0.50	SMA-BASE-1Y	SMA Base Package – 1 year	Genetec
6	39	SMA-CAM-E-1Y	SMA for 1 Omnicast Enterprise Camera – 1 year	Genetec
			<u>Axis IP Cameras</u>	
7	3	AXIS P3364-LV 12MM	Light-sensitive, day/night fixed dome in a discreet, vandal-resistant indoor casing. Built-in, automatically or manually adjustable IR illumination. Varifocal 3.3-12 mm P-Iris lens, remote focus and zoom. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 720p or 1 MP resolution at 30 fps. WDR – dynamic contrast. Video motion detection and active tampering alarm. Two-way audio and audio detection. I/O for alarm/event handling. SD/SDHC memory card slot for optional local video storage. Power over Ethernet. Midspan not included.	Axis

Police & Fire Security-Video

2154730370

No	Qty	Part	Description	Manufacturer
8	1	AXIS P3384-V	Day/night fixed dome with support for WDR – dynamic capture in a discreet, vandal-resistant indoor casing. Varifocal 3-9 mm P-Iris lens, remote focus and zoom. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 720p or 1 MP resolution at 30 fps. Light sensitivity with Lightfinder. Video motion detection and active tampering alarm. Two-way audio and audio detection. I/O for alarm/event handling. SD/SDHC memory card slot for optional local video storage. Power over Ethernet. Midspan not included. Includes smoked and clear transparent covers.	Axis
9	2	AXIS M3006-V	Compact, indoor fixed mini dome with dust- and vandal-resistant casing. Easy mounting on wall or ceiling. Fixed, 134° lens, and digital PTZ can be used as digital varifocal to set the angle of view. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 1080p at 30 fps or 3 MP resolution at 20 fps. MicroSD/microSDHC memory card slot for optional local video storage. Video motion detection and active tampering alarm. Comes with a 2 m (6.6 ft.) network cable and is powered using Power over Ethernet. Midspan not included.	Axis
10	23	AXIS M3004-V	Ultra-compact, indoor fixed mini dome with dust- and vandal-resistant casing for easy mounting on wall or ceiling. Fixed lens. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 720p or 1 MP resolution at 30 fps. MicroSD/microSDHC memory card slot for optional local video storage. Video motion detection and active tampering alarm. Comes with a 2 m (6.6 ft.) network cable and is powered using Power over Ethernet. Midspan not included.	Axis
11	2	AXIS P3354 6MM	Light-sensitive, day/night fixed dome with Lightfinder in a discreet, tamper-resistant indoor casing. Varifocal 2.5-6 mm P-Iris lens, remote focus and zoom. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 720p or 1 MP resolution at 30 fps. WDR – dynamic contrast. Video motion detection and active tampering alarm. SD/SDHC memory card slot for optional local video storage. Power over Ethernet. Midspan not included. Includes smoked and clear transparent covers.	Axis



Convergent Technologies

6125 West Reno
Suite 700
Oklahoma City, OK 73127
(405) 470-1850 Fax (405) 792-7901

Police & Fire Security-Video

2154730370

No	Qty	Part	Description	Manufacturer
12	8	AXIS P5534-E NETWO	HDTV 720p compliant outdoor-ready, PTZ camera with 18x optical zoom. HDTV 720p @ 30fps (1280x720) in H.264 and Motion JPEG, Day & Night, IP66 and NEMA 4X classification. Advanced Gatekeeper. Includes High PoE 30 W midspan, smoked and clear dome. Mounting brackets are not included.	Axis
			Total System Price	\$49,686.20

Project Investment

Total Project Investment:

\$49,686.20

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

Sincerely,

Convergent Technologies

Richard Faught

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

Customer Name (Printed)

Date

Authorized Signature

Printed Name/Title

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New York • New Orleans • Orlando • Portland • Richmond • San Francisco • San Antonio • Seattle • Tulsa • Virginia Beach
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Terms and Conditions

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

SECTION 1. THE WORK

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

Convergent agrees in accordance with the mutually agreed project schedule:

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

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

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

SECTION 2. PRICING

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

SECTION 3. INVOICE REMITTANCE AND PAYMENT

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

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

SECTION 4. WARRANTY

Convergent provides the following warranty to the Customer:

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

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

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

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

SECTION 5. CHANGES

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

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.



Terms and Conditions Continued

SECTION 7. INSURANCE

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

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

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

SECTION 8. INDEMNIFICATION

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

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

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

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

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

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

SECTION 10. DISPUTES

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

SECTION 11. MISCELLANEOUS

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

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

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