

SECURITY PROPOSAL - DCSD - Dresden ES - Construction - Phase III

Date:	October 31, 2025	Quotation #:	PF00759493P
Attention:	Dr. Kermit Belcher	Customer (or "You"):	Dekalb County School District
From:	Paul Franco	Project Name:	DCSD - Dresden ES - Construction - Phase III
Phone #:	(404) 643-9113	Project Site:	Dresden Elementary School 2449 Dresden Dr Chamblee, Georgia 30341
Email:	paul.franco@convergent.com	Proposal Revision:	Rev 1.0
		Drawing Package:	BRPH C09003.001 Permit Set

We are pleased to provide this proposal to design, furnish, coordinate, install, and commission an **access control system (ACS), intrusion detection system (IDS), and video surveillance system (VSS)** for Dresden Elementary School for your consideration. All equipment is warranted for one (1) year, unless otherwise specified, against all defects in material and workmanship. This quotation is firm for one hundred eighty (180) days, and the price is based upon a material order date for equipment delivery by September 30, 2025 following the acceptance of this proposal and the start of on-site work by November 1, 2025. Equipment delivery is subject to current inventory levels and supply chain encumbrances outside of our control. Our terms are net-30 based on monthly progress billings unless specifically negotiated otherwise.

PROJECT INVESTMENT

*Quote is subject to unforeseen future price increases. All efforts will be made to update the quote to current pricing levels once a price increase is pending. A new quote must be obtained after the one hundred eighty (180) day time period.

REQUIRED PRICING

Base Bid: **\$230,095.00**

BASIS OF DESIGN

Convergent has independently prepared a pre-bid design and layout for this project. See the attached drawing(s) for design details.

This proposal is based on a design-build, prepared according to security standards and best practices, and applicable codes and local standards, unless otherwise expressed within this document. In response to your request for quotation, Convergent Technologies is pleased to offer pricing for this project.

SCOPE OF WORK

Convergent has prepared this proposal to design, furnish, coordinate, install, and commission an expansion to the access control system (ACS), intrusion detection system (IDS), and video surveillance system (VSS) for the above-referenced project. This proposal includes the detection and notification equipment as represented in the attached bill of material, as detailed below. In addition, it represents a code-compliant system including interfaces to other building system functions & equipment, as required. In the event that the Convergent scope is dependent on other trades, it is assumed that a reasonable amount of time will be made available for mobilization and delivery of scope.

This proposal includes a full system installation at Dresden Elementary School which shall be installed to the local jurisdiction's current IBC/IFC (2018), NFPA 70/NEC (2020), NFPA 72 (2019), DBCA (2019) codes & standards, and manufacturers requirements for which the project is vested. All labor estimated for this project is during regular business hours. Convergent to execute this project in one phase.

Access Control System (ACS)

Phase II installed an OnGuard access control system manufactured by Lenel S2 (Honeywell); this work is an expansion on that system and infrastructure.

1. **Access Control Panel (ACP):** Convergent to install one (1) new LifeSafety enclosures with a total of (7) Mercury controllers. Each enclosure to be mounted within IDF room (IDF 1207).
 - a. Others to provide 120VAC (1 location).
 - b. Convergent to connect panels via system bus communication (RS-485) to panels installed in phase II.
2. **Card Reader Door Packages:** Convergent to install (10) new card reader door packages with a total of (16) door position sensors. Each package includes one (1) card reader, one (1) motion-activated PIR request-to-exit sensor, one (1) door-prop-alarm sounder (exterior doors only; total of 6), one (1) electric strike and door position sensors.
 - a. BlueDiamond style card readers to be install only within the building interior, with keypads on network rooms.
 - b. Others to provide pathways (conduit or other) from the door frame to accessible ceiling.
 - c. Others to provide single-gang boxes mounted 48" A.F.F. for card readers and pathways (conduit or other) to accessible ceiling.
 - i. Others to provide single-gang box on glazing mullion is not required but pathway (conduit or other) from mullion to accessible ceiling.
 - d. For door locations with ceiling tile not within 4'0" above door frame or accessible ceiling not within 3'0" of wall (i.e. stairwells):
 - i. Others to provide single-gang boxes mounted centered 0"-18" above door frame for motion-activated PIR request-to-exit sensor and pathways (conduit or other) to accessible ceiling.
 - ii. Others to provide single-gang boxes mounted left justified 0"-18" above door frame (in-line with box above) for door-prop-alarm sounder (exterior doors only; total of 7) and pathways (conduit or other) to accessible ceiling.
3. **Monitored Door Packages:** Convergent to install (6) new monitored door packages with a total of (9) door position sensors. Each package includes one (1) door prop alarm sounder, and door position sensors. Multiple door sets that comprise a single-entry location (i.e. main entry), excluding any card reader sets, are considered as one (1) monitored door. Door prop alarm sounders and door position sensors are wired to ACP.
 - a. Others to provide pathways (conduit or other) from the door frame to accessible ceiling.
4. **Programming:** Convergent to program new Mercury controllers within the district's existing district-wide OnGuard platform and commission the newly installed devices.
5. **Testing:** Convergent to provide 100% testing upon completion of the installation.

Intrusion Detection System (IDS)

Phase II installed a Bosch intrusion system); this work is an expansion on that system and infrastructure.

1. **Intrusion Detection Control Panel:** [No new panel is required but this work will be an expansion of the existing (Phase II) panel]
2. **Intrusion Detection Device Power Panel:** Convergent to install one (1) new Altontix power supply at IDF room (IDF 1207) to power all new field intrusion devices.
 - a. The system infrastructure (STI bus) shall be connected to the existing equipment at IDF 1126.1.
3. **Monitored Door Packages:** Convergent to monitor (8) door sets via 8-input modules at the ACP locations. Monitored door sets include the exterior card reader door sets and monitored door sets mentioned above.
4. **Motion Devices:** Convergent to install (24) new motion-activated PIR sensors.
5. **Intrusion Input Devices:** Convergent to install (24) new single input modules for the intrusion devices, such as motion sensors and overhead door position sensors. Each input module shall be installed within 4" square boxes (included) in the accessible ceiling outside of the classroom where its associated intrusion device is located.
6. **Programming:** Convergent to program Bosch control panel and commission the newly installed devices. Integration into the OnGuard access control system for monitoring and alarm event notification is included.
7. **Testing:** Convergent to provide 100% testing upon completion of the installation.

Video Surveillance System (VSS)

Phase II installed a CompleteView ver8.2 video management system manufactured by Sailent Systems with cameras manufactured by Hanwha Vison); this work is an expansion on that system and infrastructure.

1. **Network Video Recorder:** [NVR provided in phase II was sized to accommodate additional cameras]
2. **Cameras:** Convergent to install (3) multi-sensor cameras, (6) dual-sensor cameras, (7) 360° "fisheye" cameras, (20) dome cameras, (7) bullet cameras and (2) video door-station intercoms.
 - a. Camera licenses are included.
 - b. Others to provide IP drops (25).
3. **Network Infrastructure:** Others to provide all required network cabling, patch panels, surge protection devices, network switches and network uninterrupted power supplies (UPS).
4. **Programming:** Convergent to program a CompleteView system per district standards and commission the newly installed devices. Integration into the OnGuard access control system for visual verification of alarm events is included.
5. **Testing:** Convergent to provide 100% testing upon completion of the installation.

SCOPE CLARIFICATIONS

PROVIDED BY CONVERGINT TECHNOLOGIES

1. Submittal package documents & product data sheets
 - a. Submittal package documents to include the proposed Phase III devices.
2. Project Management & Supervision
3. Provision of equipment per BOM; with Freight
4. Installation of control panel hardware components
5. Terminate field wiring at control panel & remote power supplies
6. System programming
7. Commissioning, start-up, & check out
8. Owner operation & Equipment manuals
9. Customer education & owners training: four (4) hours
10. System close out documents / owners & maintenance manuals
11. Modified shop drawing production with "As-Built" changes; does not include modified CAD .dwg Files
12. Programming and commissioning labor warranty
13. Equipment Warranty
14. Provision & installation of all low voltage wiring unless otherwise specified
15. Provision and installation of terminal cabinets
16. Provision & installation of bridal rings / J-Hooks
17. Verification of Circuit Integrity
18. Installation of all devices & equipment
19. Labeling of all peripheral field devices, per owner's standards
20. Detailed record of "as-built" drawings & documentation
21. Project management and supervision of installation efforts
22. Interface & coordination with other trades as required
23. Final acceptance testing support
24. Installation labor warranty
25. Regular on-site contractor meetings attendance is not included

PROVIDED BY OTHERS

1. Permanent 120VAC at control panel(s) & remote power supplies (Dedicated & locked circuits)
2. Permanent network infrastructure with CAT6 cabling to at control panel(s) & IP field devices (i.e. cameras).
3. Provision and installation of conduit stub-ups & sleeves

Site should be cleaned and free from dust & debris, prior to installation of Convergent field equipment.

BILL OF MATERIAL

The following bill of material is intended to describe the scope of work & equipment provided by Convergent for this project by identifying major device and panel quantities. This bill of material is not intended to be a comprehensive list of all system parts, components, or accessories.

Line	Qty	Part Number	Description	Unit Price	Extended Price
1			ACS Headend		
2	1.00	J7-152CD8PM2	400W DV - 24AUX E8M2	\$ 1,996.87	\$ 1,996.87
3	3.00	T1E-1530W	Fingered Wire Duct, 1.5 x 3.0 x 6.5', White	\$ 45.23	\$ 135.69
4	5.00	LNL-1320-S3	Dual Reader Interface Module (Series 3 Supports OSDP Readers) 12/24 VDC, 2 Reader interface, W/M, 8 inputs, 6 (5A) form C relays , RoHS, CE, C-Tick and UL294 certified	\$ 756.97	\$ 3,784.85
5	1.00	LNL-1100-S3	Input Control Module (Series three) 12/24 VDC, 16 zone input monitor module, (32) 1K resistors (with 2 programmable output relays) , RoHS, CE, C-Tick and UL294 certified	\$ 836.65	\$ 836.65
6	1.00	LNL-1200-S3	Output Control Module (Series three) 12/24 VDC, 16 relay output control module , RoHS, CE, C-Tick and UL294 certified	\$ 836.65	\$ 836.65
7	5.00	PW-PS1270	12V 7AH SLA BATTERY F1	\$ 23.42	\$ 117.10
8			ACS Devices		
9	6.00	NC-OP90HON	VANDAL RESISTANT READER HID	\$ 460.92	\$ 2,765.52
10	2.00	LNL-R10325-05TB	BlueDiamond Mobile Ready: US Single Gang Reader with Keypad	\$ 425.88	\$ 851.76
11	2.00	LNL-R10320-05TB	BlueDiamond Mobile Ready: US Single Gang.	\$ 254.16	\$ 508.32
12	10.00	DS160	PIR REQUEST TO EXIT SENSOR WITH SOUNDER GRAY	\$ 74.38	\$ 743.80
13	37.00	0E-SRFMTMG3W	3-Wire Surface-Mount Magnetic - SPDT	\$ 21.86	\$ 808.82
14	12.00	0E-1GANGSIRN	INDR/OUT SIREN 105 DB	\$ 26.54	\$ 318.48
15	4.00	CM-CXED1689L	ALL IN ONE STRIKE	\$ 408.12	\$ 1,632.48
16	6.00	CM-CXEPD1289	SURFACE/PRELOAD/RIM STRIKE	\$ 389.57	\$ 2,337.42
17			ACS Cable		

18	3.00	4461030	4 Element Composite Cable Plenum Ylw Jkt	\$ 1,248.43	\$ 3,745.29
19	IDS Headend				
20	IDS Subpanel				
21	1.00	AX-AL600ULPD4	UL 12/24VDC 6A P/S W/PD4 INST.	\$ 317.64	\$ 317.64
22	1.00	B299	POPEX MODULE FOR B9512G AND B8512G	\$ 102.45	\$ 102.45
23	IDS Devices				
24	2.00	B920	2 LINE ALPHA NUMERIC KEYPAD (SD12)	\$ 167.65	\$ 335.30
25	3.00	B208	8 INPUT MODULE FOR SDI2 BUS	\$ 124.74	\$ 374.22
26	19.00	D9127U	POPIT WITH NO TAMPER SWITCH	\$ 36.61	\$ 695.59
27	0.00	DS9370	70' DIAMETER CEILING MOUNT TRITECH - WHITE	\$ 148.08	\$ 0.00
28	7.00	ISC-PDL1-WC30G	100' BY 10' PROFESSIONAL SERIES PIR/MICROWAVE TRITECH CURTAIN DETECTOR	\$ 123.86	\$ 867.02
29	1.00	ISC-BDL2-W12G	BLUE LINE GEN 2 TRITECH 40 FT. BY 40 FT.	\$ 60.73	\$ 60.73
30	11.00	DS936	LOW PROFILE CEILING MOUNT PIR	\$ 85.87	\$ 944.57
31	IDS Cable				
32	3.00	002341	18-04 Overall-Shielded Stranded Plenum Red Stripe	\$ 514.06	\$ 1,542.18
33	1.00	444381	22-04 Unshielded Stranded Plenum Red Stripe	\$ 243.75	\$ 243.75
34	IP Video				
35	2.00	HAN-TID600R	Video Intercom Station, 2MP@60fps, 1.6mm	\$ 700.00	\$ 1,400.00
36	Dual-Head Camera (~180°)				
37	6.00	HAN-PNMC12083R VD	Network vandal outdoor 2CH AI IR dome	\$ 1,480.39	\$ 8,882.34
38	3.00	HAN-SBV215WCW	Weather cap for PNM-C7083RVD/7082RVD	\$ 31.36	\$ 94.08
39	3.00	SQ-SB300WMW1	WALL MNT ACCSSRY WHT COMP	\$ 69.64	\$ 208.92
40	3.00	SQ-SBP300BW1	Camera Wall Mount Bracket	\$ 44.07	\$ 132.21
41	Multi-Sensor Camera (270°/360°)				
42	4.00	SQ-PC1683RVQ	4MP x4CH Dome; Motorized Varifocal	\$ 1,758.33	\$ 7,033.32
43	4.00	SMG-SBP250HMMW	Hanging Cap for PNM-9084QZ & C16083RVQ &	\$ 60.78	\$ 243.12
44	4.00	SQ-	WALL MOUNT ACCESSORY 2X KNOCK	\$ 141.66	\$ 566.64

		SBP39WMW2			
45	4.00	SQ-SBP30KMW1	CORNER MOUNT ADAPTER ACCESSORY	\$ 50.00	\$ 200.00
46	Single-Sensor 360° Camera				
47	5.00	SQ-XNF9013RV	12MP Fisheye Camera; AI	\$ 850.00	\$ 4,250.00
48	Dome Camera				
49	13.00	SQ-QNVC9083R	4K Outdoor Vandal Dome Camera; 3-10mm; AI; IR; IP66	\$ 583.33	\$ 7,583.29
50	Bullet Camera				
51	7.00	SQ-QNCC9083R	4K Outdoor Vandal Bullet-Style Camera	\$ 583.33	\$ 4,083.31
52	7.00	SQ-SBO140BW	Back box for Bullet Camera QNO-C9083R	\$ 32.50	\$ 227.50
53	Accessories				
54	37.00	CPI	CompleteView Legacy Pro - 1 IP camera license	\$ 183.20	\$ 6,778.40
55	5.00	DV-CH-8UP	Eight (8) Camera channel device license to non-LenelS2 supplied server solutions.	\$ 1,625.00	\$ 8,125.00

Equipment Total	\$ 76,711.28
Total Labor/Other Costs	\$ 124,488.20
Freight/Warranty	\$ 28,895.52
Tax if Applicable	\$ 0.00
Total Project Price	\$ 230,095.00

GENERAL CLARIFICATIONS

1. **Terms & Conditions:** Proposal is provided in accordance with the attached Terms & Conditions. Project-specific Terms & Conditions are subject to mutually agreeable negotiations.
2. **Pricing & Payment Terms:** These prices are valid for 180 days. Terms of payment are 30 days or as approved. Contract implementation invoicing is assumed to be 50.00% of total sell price.
3. **Delays:** Installation work or deficiencies that delay system commissioning and testing shall be reviewed with site superintendent. If the deficiency results in loss of time, the additional time shall be considered as extra work and invoiced per our standard Technical Service Rates.
4. **Shop Drawings:** All work shall be performed per Convergent approved shop drawings, and all devices shall be installed per approved drawings. All field modifications shall be approved by Convergent operations team and local AHJ. Any changes in quantity of devices or services may require re-pricing. As-built drawings developed by field installation personnel.
5. **AHJ:** The AHJ is a separate entity and may desire alterations to the design based on the inspector's interpretation of the code. While every effort has been made to comply with code application the AHJ may request additional items once involved in the inspection process. These additional items are not included in this scope of work. Any additional material and associated labor deemed necessary by the AHJ and required for final system approval may be considered a change in scope and therefore additional costs may be incurred.
6. **Device Hardening (reduce cyber risk):** Convergent may provide Device Hardening services for certain qualifying and scoped equipment. Services may include disabling unused & non-essential device features, disabling unused network comms (e.g., services, ports), changing default passwords, and updating firmware. The hardening services provided will depend on the equipment being installed, equipment capabilities, and manufacturer-provided permissions and recommendations. Not all equipment may receive hardening. Ask your Convergent contact for details on qualifying equipment and the hardening services being provided.
These are one-time services — ask your Convergent contact for information on how Convergent can provide ongoing support.
Convergent cannot guarantee the security of the devices it installs or of Customer's IT environment, no networked system is completely secure, and Customer remains ultimately responsible for its IT environment.
7. **Phasing & Final Testing:** This project is assumed to be a contiguous, single-phase project. Any changes might result in a change of scope/cost. Final testing is assumed to be with the site representative present. All customer education shall be coordinated with the Convergent operations team. Access to the site will be required.
8. **Lead Time & Warranty:** Lead time for all material associated with this project is assessed from contract start date. All new equipment will be warranted for a term of 1 year from system acceptance date. Warranty shall commence on the date of successful system testing. All equipment shall be installed upon completion of all painting, finish work, and installation of ceiling tiles. Devices installed before final cleaning of the jobsite cannot be covered by warranty.
9. **Scheduling:** All programming/construction efforts are to be coordinated with Convergent Project Manager. An updated construction schedule is required from owner's representative prior to scheduling labor forces. Scheduling of equipment delivery, technicians, tests and inspections shall be coordinated with the project manager assigned to the project. Please schedule all tests at least five working days in advance. Convergent will not be held responsible for inspections not properly scheduled in advance.
10. **CAD Files & Program Files:** This scope of work includes CAD / design labor, engineered shop drawings, and submittal package. Stamped shop drawings shall be provided by Convergent Technologies for review and approval. All required electronic media (CAD) files and system program files, will be required, to be provided to Convergent Technologies, at no extra cost, before shop drawings production can be started.
11. **Working Hours:** All work to be completed during Convergent normal working hours 7am-5pm excluding holidays and

weekends. Any work outside of normal working hours will be considered a change in scope and is therefore subject to a change order. These hours are adaptive with prior coordination with the Convergent Project Management Group.

12. **Change Orders:** Any work not specified above, is not included in this scope and should not be expected of Convergent. Repair of any existing abnormal conditions, trouble conditions, or deficiencies are not included in this scope of work. Any additional work required by Convergent shall be proposed in a separate quote. Written change orders will require a signature by an authorized representative.
13. **Proposal Acceptance:** In accepting this proposal, customer agrees to the attached Convergent terms and conditions and any attachments or rider hereto that contain any additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue.

IMPORTANT NOTICE

You requested that Convergent provide you with certain security and safety products and services. By using these products and services, you acknowledge that:

- **Under no circumstances should Convergent-provided products and services be your sole method of security or safety.** Effective security and safety require a multi-layered approach involving people, processes, and technologies. Convergent-provided products and services do not guarantee security or safety, will not detect or prevent all threats or risks all the time (including threats they are designed to detect), and will not ensure overall safety and security. You are ultimately responsible for your people, premises, and property, including for maintaining an effective response plan and promptly implementing your response plan in response to alarms or threats.
- **All security products and services have limitations.** No product or service can guarantee safety or security. It is your responsibility to ensure you are informed about product or service limitations and that you regularly test and validate the products and safety plans. Reach out to your Convergent account executive to learn how our support services can help. And if you have a service plan, you are responsible for promptly notifying Convergent in the event of any defect, malfunction, or performance issue with the products and services.
- **Various factors can impact product performance.** Selecting products and settings may involve tradeoffs between the level of security and safety on the one hand and speed, convenience, and cost on the other hand. Convergent can give you guidance, but you are ultimately responsible for selecting products and settings based on your organization's risk profile and tolerance.
- **The products are made by third-party manufacturers, not Convergent.** You are bound by and must use, test, and maintain the products in accordance with the manufacturer's terms and instructions. Convergent does not independently validate the accuracy of claims or statements made by manufacturers, and makes no assurances regarding their accuracy. You are responsible for using the products and services in compliance with laws and regulations applicable to you or as permitted in your jurisdiction.
- **All products and services are governed exclusively by a final agreement.** No advertisement, literature, brochure, website, or statements made during the sale process or otherwise (whether orally or in writing) should be interpreted as a promise, warranty, or other assurance.
- **You have reviewed the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at convergent.com/terms.**

GENERAL EXCLUSIONS

Conditions

1. Asbestos and or Lead Conditions
2. Dust Control
3. Confined Spaces
4. Ground Thaw / Freeze Protection

Rough-In

5. Patching, Matching, and Painting
6. Trenching / Directional Boring
7. Cutting or Patching, Concrete / Asphalt
8. Underground Conduit
9. Roof Penetrations & Roof Jacks
10. Core Drilling
11. Concrete Scanning (GPR)
12. Thermal Imaging
13. Structural Modification of any kind
14. Plywood Backboards
15. Replacement or Installation of Ceiling Tiles
16. Temporary Power and Lighting
17. Temporary Fencing
18. Temporary Life Safety Measures
19. Barricades

Extra Service / Equipment

20. Monitoring Service & Phone Lines
21. Annual Testing & Inspections
22. Additional Notification Due to Obstructions
23. Structural Engineer Stamp
24. Seismic Calculations
25. Surveying or Utility Locates
26. Fire Extinguishers
27. Electrical Permit
28. Fire Smoke Dampers
29. Elevator Shunt Trip Breaker
30. Door Hardware & Door Locks
31. Fire Caulking & Sealing
32. Fire Proofing on Structure or Decks
33. Electrical Installation Permit
34. Waste / Trash Removal / Haul-Off
35. Fire Watch

Labor & Pricing

36. After Hours Testing or Labor and Shift Work
37. Overtime Labor
38. BIM Coordination / Drawings
39. Interim Life Safety Measures or Fire Watch
40. Traffic Control / Flaggers
41. Prevailing Wage / Davis Bacon Wages
42. Buy America(n)
43. Textura Billing
44. Project Phasing
45. Payment & Performance Bond
46. OCIP / CCIP Insurance Programs
47. Builders Risk Insurance
48. Third Party Commissioning
49. Correction of System Faults Caused by Others
50. Regular on-site contractor meeting attendance

Systems

51. Local Area Mass Notification
52. Smoke Control Equipment
53. Smoke Control Testing
54. Bi-Directional Radio Amplification System
55. Emergency Responder Radio Communication
56. Distributed Antenna System
57. Pre-Action Systems
58. VESDA Systems
59. Fire Suppression Systems and Associated Switches
60. Portable Fire Extinguishers
61. Clean Agent Suppression Systems
62. Any item of equipment or service not specifically listed in this quote

SUPPLY CHAIN IMPACTS

Due to the circumstances out of our control, and in an effort to be your best service provider, Convergint will honor the pricing contained in this proposal for 30 calendar days from issuance. Changes to global supply and increases in demand are dictating that some materials are more difficult to come by. Convergint reserves the right to adjust pricing as needed due to these factors, should your approval come after the date reference above. We will communicate any changes to pricing with you prior to ordering materials. Please know this is not how we prefer to do business but global changes to materials availability have forced this situation upon us. Please let us know if you have any concerns or questions that we can address for you. Thank you for your continued business.

PROJECT INVESTMENT

REQUIRED PRICING

Base Bid: **\$230,095.00**

Thank you for considering our proposal. We look forward to our working relationship on this project. If you have any questions or would like additional information, please don't hesitate to contact me immediately via phone at (404) 643-9113 or email at paul.franco@convergint.com. Furthermore, if you would like us to proceed with the scope of work as outlined in this proposal, please sign below, and return to my attention.

Best,

Paul Franco |

By signing below, I accept this proposal and agree to the Terms and Conditions V4.1 dated September 2024 contained herein. By signing below or accepting the services described in this proposal, Customer accepts and agrees to this proposal, including the enclosed Terms and Conditions, along with any addendums or exhibits that may be attached or referenced therein. Any additional or contrary terms, including on a Customer PO, are expressly rejected. By signing, you represent and warrant that you have authority to accept this proposal on behalf of Customer.

CUSTOMER NAME

DATE

AUTHORIZED SIGNATURE

PRINTED NAME / TITLE

Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed and "Convergent Related Parties" means Convergent and its contractors, subcontractors, third party product manufacturers or providers.

SECTION 1. THE WORK

This Agreement takes precedence over and supersedes all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergent and Customer. This Agreement applies to the exclusion of any other terms that the Customer seeks to impose or incorporate (such as Customer's purchase order form) which are in addition to or inconsistent with the terms and conditions of this Agreement, or which are implied by trade, custom, practice or course of dealing, all of which are deemed expressly rejected and will not be binding.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergent reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergent is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- 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:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the site which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent;
- To remove site obstacles and job safety hazards;
- To promptly participate and approve acceptance testing, if applicable;
- Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
- 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 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.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO PEOPLE, PREMISES, OR PROPERTY. THE AMOUNTS BEING CHARGED BY CONVERGENT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a multi-layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergent is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergent by written agreement) and training of its personnel. Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

Applicable to Monitoring Services Only: If Monitoring Services are identified in the Proposal, the parties agree that (a) these Terms and Conditions are not applicable, and (b) Monitoring Services are governed by the Monitoring Services Terms and Conditions effective on the Effective Date of the Proposal and available at <https://www.convergent.com/terms>, which is incorporated by reference as if set forth herein in full. "Monitoring Services" is defined as "Services" in the Monitoring Services Terms and Conditions.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) 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 fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one 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 completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergent shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), 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

Warranties for Convergent's services and Third Party Products are described in the Limited Warranty for Products and Services available at <https://www.convergent.com/terms/>, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) 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 Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgements; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergent shall be entitled to an equitable adjustment of the Price.

SECTION 7. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$3,000,000 per occurrence/aggregate

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, 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 not provide loss runs or copies of its insurance policies. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergent shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergent's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site.

If Convergent is providing products or services for intrusion detection, detection of specific threats to people or property (including gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergent's indemnification obligations under the Agreement do not apply whatsoever and Convergent Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergent Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergent, except to the extent of Convergent's gross negligence installing such Special Offerings. Any waiver of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

Applicable to Weapons Detection Only: If Convergent provides Weapons Detection Systems or Services, then such Systems and Services are further governed by the Weapons Detection Addendum effective on the Effective Date of this Proposal and available at <https://www.convergent.com/terms>, which is incorporated by reference as if set forth herein in full. "Weapons Detection Systems or Services" means any "Systems" and/or "Services" as each are defined in the Weapons Detection Addendum.

SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGENT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED 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 AND (B) THE AGGREGATE LIABILITY OF CONVERGENT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

SECTION 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergent agrees to comply with all laws, rules, and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. 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.

If during the course of its Work, Convergent encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergent shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergent discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergent is entitled to stop the Work at that site 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 site. 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 site. To the fullest extent allowed by law, 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 site.

SECTION 11. PERSONAL DATA & SECURITY

Convergent's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergent's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergent may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergent is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergent from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Convergent's obligations and liabilities regarding information security and Processing of customer information or data, including Personal Data, are limited to Processing performed by Convergent (if any). OEM and Third Party Product information security and Processing is governed by applicable OEM end user licensing agreements or terms. "Personal Data", "Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergent accesses Customer's information systems, Convergent will not be responsible or liable for losses or harms caused by following Customer's instructions, caused by Third Party Products, caused by third party or Customer-specified remote access software, or that are otherwise not due to the fault of Convergent. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

SECTION 12. INTELLECTUAL PROPERTY

Convergent shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergent for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

SECTION 13. PRICE ADJUSTMENT

Convergent may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergent's control that impact the cost of performing the Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergent reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of

fuel, such surcharges to be specified and invoiced by Convergent.

SECTION 14. TERMINATION

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergent notifies Customer of a material breach pursuant to this paragraph, Convergent may temporarily suspend its work without liability until Customer cures the breach.

SECTION 15. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, and venue for disputes shall be located in that state/province.

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, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 16. MISCELLANEOUS

The parties have required that this Agreement be written in English and have also agreed that any notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergent.

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 and effect.

Customer waives all claims against Convergent arising from or related to suspension of work pursuant to this Agreement.

Customer and Convergent are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergent may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent, or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent to which this Agreement relates.

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.

In no event will Convergent be obligated to comply with any project labor agreements or other collective bargaining agreements.

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 and Convergent. 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, indemnity, limitation of liability, confidentiality and disputes shall survive the termination of this Agreement.

Convergent provides additional product safety and service information at <https://www.convergent.com/terms/> (see "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION"), which it encourages Customer to review prior to use.