

City of Fayetteville Staff Review Form

2020-0825

Legistar File ID

10/20/2020

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Brad Fulmer

9/30/2020

INFORMATION TECHNOLOGY (170)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approving a resolution for the purchase and installation of network conduit and cabling to connect City Hall to the Town Center building, in the amount of \$50,996.50, pursuant to a Sourcwell cooperative purchasing contract with Convergent Technologies, and approve a project contingency in the amount of \$5,000.00

Budget Impact:

4270.900.9290-5309.02

Disaster & Replacement

Account Number

Fund

20019.1

20019 - COVID-19 Disaster Recovery Funds

Project Number

Project Title

Budgeted Item? No

Current Budget \$ 2,850,000.00

Funds Obligated \$ 176,083.40

Current Balance **\$ 2,673,916.60**

Does item have a cost? Yes

Item Cost \$ 55,996.50

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget **\$ 2,617,920.10**

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF OCTOBER 20, 2020

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff

FROM: Keith Macedo, Director of Information Technology
Brad Fulmer, Assistant Director of Information Technology

DATE: September 30, 2020

SUBJECT: Staff recommends approving a resolution for the purchase and installation of network conduit and cabling to connect City Hall to the Town Center building, in the amount of \$50,996.50, pursuant to a Sourcwell cooperative purchasing contract with Convergent Technologies, and approve a project contingency in the amount of \$5,000.00.

RECOMMENDATION:

Staff recommends approving a resolution for the purchase and installation of network conduit and cabling to connect City Hall to the Town Center building, in the amount of \$50,996.50, pursuant to a Sourcwell cooperative purchasing contract with Convergent Technologies, and approve a project contingency in the amount of \$5,000.00.

BACKGROUND:

City Administration is looking for alternative locations for large public meetings and public input sessions to support public involvement in meetings and project input events. The Town Center is a large public space that could provide an alternative location to support meetings with appropriate social distancing and be able to handle larger public participation. The City owns the Town Center building while the Advertising and Promotion Commission (A&P) manages the facility. City staff spoke to the Commissions CEO Molly Rawn about this and is supportive of the concept and willingness to work through scheduling details with City Administration.

DISCUSSION:

To support City meetings in the Town Center City IT staff and Media Services staff reviewed how to efficiently provide technology to support access to City resources and to support the broadcasting of meetings. Staff determined the best method was to connect the City's network to the A&P via fiber optic cable. This would allow City staff to hold meetings within the Town Center in an almost identical manner as City Hall but leverage significantly larger venue. In addition to this request Media Services is working on a plan to purchase portable audio-visual equipment to support the broadcast and recording of public meetings.

BUDGET/STAFF IMPACT:

This project will be funded from the City's Emergency Fund with the intent of requesting Cares Grant fund reimbursement to support the City's Covid-19 public meeting space needs.

Attachments: Staff review form, staff review memo, Convergent Technologies Proposal



5480 Hailey Ave., Suite B , Springdale, Arkansas 72764
Phone 479-320-8019 Mobile 479-320-8019
doug.king@convergent.com

September 30, 2020

City of Fayetteville
Town Center
15 W. Mountain St. Fayetteville, Arkansas 72701
Attention: Brad Fulmer

Quotation: DK08301241P
RFP#:
License/Cert B10716

Reference: Town Center to PD and PD to Town Hall Fiber
Quoted per Sourcewell Contract # 031517-CTL

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

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

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

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

Scope of Work * Labor and Project quoted per Sourcewell Contract # 031517-CTL*****

- Town Center
 - Installation of 24 Strand Fiber from Town Center IDF to Fay PD MDF
 - Installation of 2 FAP's and Fiber Enclosure
- FAY PD
 - Termination of 24 Strands of the 48 Strand coming from DEMARC
 - Termination of 24 strands that will patch over and pass through to Town Center
 - Installation of 4 FAP and Fiber Enclosure
- DEMARC
 - Installation of 24 Strands to the FAY PD
 - Installation of 48 Strands to the City Hall MDF
 - 6 Additional fiber terminations on current dark fiber already installed
 - Installation of 8 FAP's and Wall mount enclosure
 - Removal of the 3 wall mount copper enclosures currently mounted and the high pair copper that is run into conduits from those enclosures completely from the conduit and all
 - Move the one remaining copper enclosure for high pair count down if possible, to align the new fiber enclosure to match existing on the wall
- City Hall
 - Installation of 48 Strand from DEMARC and terminate in the basement
 - Terminate an additional 24 strands in the existing enclosure that is housing 4-6FAP units 1-3Rd Floor, 1- 2nd Floor, 2-Basement
- Development Services
 - Terminate 6 Strands in existing enclosure housing 1-6FAP
- 2 Town Center IDF's
 - Installation of 12 Strand fiber from one IDF to the other
 - Installation of 1FAP and 1 Enclosure in each of the closets for a total of 2 each in that building
 - Customer is responsible to locate or provide a pathway from one IDF to the other

- All Fiber to be OM3 Multimode Indoor/Outdoor Rated Plenum cable and all connectors to be LC in style.
- City to provide pathway into the Town Center building from the PD MDF to the Electrical room in the Town Center
- City will need to provide current layout of conduits to ensure which IDF will be reachable when access gained into the Town Center building for that final Fiber pull.
- All permitting to be the responsibility of the City if applicable and that cost is excluded from this pricing
- Pricing is completed per the Sourcewell contract and its co-op.
- We will provide test results on the fiber with pass/Fail and Db Loss for the City's records
- All cables will be labeled as well as enclosures for future understanding.
- Final Fiber footages to be verified after plans are provided for unknown pathways in the Town Center building.

Materials

Line	Qty	Part	Description	Manufacturer
1			City hall to Demarc	
2	800.00	OCC DX048KALT9Q P	Distribution 48 Fiber 50/125m OM3 Ultra-Fox,, Indoor/Outdoor Plenum Aqua Jacket	OCC Fiber
3	500.00	OCC DZ024TALT9Q P	Distribution 24 Fiber 50/125m OM3 Ultra-Fox Plenum Aqua Jacket	OCC Fiber
4	500.00	OCC DZ012TALT9Q P	Distribution 12 Fiber 50/125m OM3 Ultra-Fox Plenum Aqua Jacket	OCC Fiber
5			City Hall MDF	
6	1.00	25014189	Opticom® Tray, Fiber Optic, Rack Mount, 2 RU	Panduit
7	1.00	99652169	Fiber Adapter Patch Panel 2 RU	Panduit
8	4.00	25047837	Opticom® Fiber Optic Adapter Panel, Multimode (OM3/4), (12) LC Duplex Adapters for 24-Strand Fiber	Panduit
9	48.00	22110797	UniCam& Pretium®-Performance LC MM Fiber Optic Connector (OM3/4), Aqua	Corning
10			Demarc MDF	
11	1.00	22066927	Opticom® Enclosure, Fiber Optic, Wall Mount, 8 Panel	Panduit
12	6.00	25047837	Opticom® Fiber Optic Adapter Panel, Multimode (OM3/4), (12) LC Duplex Adapters for 24-Strand Fiber	Panduit
13	72.00	22110797	UniCam& Pretium®-Performance LC MM Fiber Optic Connector (OM3/4), Aqua	Corning
14			PD MDF	
15	1.00	25014189	Opticom® Tray, Fiber Optic, Rack Mount, 2 RU	Panduit
16	1.00	99652169	Fiber Adapter Patch Panel 2 RU	Panduit
17	4.00	25047837	Opticom® Fiber Optic Adapter Panel, Multimode (OM3/4), (12) LC Duplex Adapters for 24-Strand Fiber	Panduit

Line	Qty	Part	Description	Manufacturer
18	48.00	22110797	UniCam& Pretium®-Performance LC MM Fiber Optic Connector (OM3/4), Aqua	Corning
19	Town Center IDF's			
20	2.00	99652161	Rack Mount Fiber Adapter Patch Panel, Flat, 24/48-Fiber, 1RU, 4-FAP/FMP, 19" Width x 0.44" Depth x 1.72" Height, Black	Panduit
21	2.00	22060048	Opticom® Tray, Fiber Optic, Rack Mount, 1 RU	Panduit
22	3.00	25047837	Opticom® Fiber Optic Adapter Panel, Multimode (OM3/4), (12) LC Duplex Adapters for 24-Strand Fiber	Panduit
23	36.00	22110797	UniCam& Pretium®-Performance LC MM Fiber Optic Connector (OM3/4), Aqua	Corning
24	Development Services			
25	6.00	22110797	UniCam& Pretium®-Performance LC MM Fiber Optic Connector (OM3/4), Aqua	Corning

Total Project Price	\$	50,996.50
----------------------------	----	-----------

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. 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.
11. 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

Items Included	
Installation of Terminal Cabinets	Material (listed in the BOM)
Mounting/Termination of Proposed Devices	One-Year Warranty on Labor
One-Year Warranty on Parts	Project Management
System is Design-Build	Testing of all Proposed Devices
Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Applicable Taxes
Attend General Contractor Project Meetings	Attend Owner Project Meetings
Authority having Jurisdiction permit drawing (requires customer CAD)	Cable
Ceiling Tiles and Ceiling Grid Repairs	Connection to Building Fire Alarm Panel
Correction of Wiring Faults Caused by Others	Door wiring typical connections
Electrical Installation Permit	Electrified Door Locking Hardware
Engineering and Drawings	Equipment rack layout drawing
FA Permit and Plan Review Fees	Fire Stopping (Excludes Existing Penetrations)
Fire Watch	Floor Coverings for Lifts
Floor plan with device placement and numbering (requires customer CAD)	Freight (prepaid)
Horizontal Core Drilling	Installation of Bridle Rings
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
Installation of Control Equipment Enclosures	Installation of Control Panels
Installation of Intercom Systems	Installation of Intrusion Panels
Installation of Low Voltage Wire	Installation of Network Cabling to Card Readers
Installation of Network Cabling to IP Cameras	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Video Recorders (DVR/NVR)
Installation of Wire and Cable	Installation of Wire Hangars
Lifts	Loading Software on Customer Provided Computer
Low Voltage Permits	On-Site Lockable Storage Facility
Operations & Maintenance Manuals	Owner to Provide DHCP Lease Reservations for Network Connected Devices
Owner to Provide Static IP Addresses	Owner Training
Panel Wall Elevation drawing (may require customer CAD)	Panel wiring with point to point connections
Patch and Paint	Payment & Performance Bonds
Record Documentation (As-Built)	Riser drawing with home run wiring
Servers by Convergent	Servers by Others
Specialty Backboxes	Submittal Drawings
System Engineering	System Meets Plans/Drawings
System Programming	Terminal Cabinets
Termination of Control Equipment Enclosures	Vertical Core Drilling
Wire	Workstations by Convergent
Workstations by Others	

Total Project Investment:

\$ 50,996.50

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 return to my attention.

Sincerely,

Doug King
Convergent Technologies
Doug King

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

Brad Fulmer

September 30, 2020

Customer Name (Printed)

Date

Authorized Signature

Title

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.

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"). 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.

Customer 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 facility which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent; 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 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.

No monitoring services are included in the Work. Any such services shall be governed by a separate agreement.

Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, title with respect to such materials shall pass to Customer upon delivery to Customer site.

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

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, 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

Convergent provides the following SOLE AND EXCLUSIVE 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"):

- That Work performed under this Agreement will be of good quality;
- That all equipment will be new unless otherwise required or permitted by this Agreement;
- That the Work will be free from defects not inherent in the quality required or permitted; and
- 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 commercially 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 Agreement 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. 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.

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	\$10,000,000 per occurrence/aggregate

All insurance policies carried by Convergent 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, 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 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. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any 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 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 intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS

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 its provision 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.

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.

Customer acknowledges that applicable law or regulation may limit Customer's rights and impose obligations with respect to information or data obtained using software capable of obtaining what may in certain circumstances be characterized as biometric information (individually and collectively, the "Software") and agrees that Customer is solely responsible to ensure its own compliance with such laws or regulations. Customer shall completely indemnify, defend (including pay attorneys' fees and disbursements), and hold harmless Convergent, its affiliates, and any employees, agents, contractors or representatives of any of the foregoing from and against any and all losses, liability, damages, penalties, expenses, claims, demands, actions, or causes of action, judgments (finally awarded) or settlements (individually and collectively, "Liabilities") arising from or related to any intentional or negligent acts or omissions of Customer or any of its agents, affiliates, employees, or representatives arising from or related to the Software, any hardware, software, or other services associated with the Software, or the use of any of the foregoing by or on behalf of Customer, including but not limited to those arising from or related to Customer's failure to comply with applicable laws or regulations related to its use of the Software or any hardware, software, or other services associated with the Software, including but not limited to the Customer's failure to obtain any necessary consents from affected individuals or provide any necessary disclosures or protections with respect to the information of such individuals under any applicable privacy or data security law, but excluding matters for which Convergent has agreed to indemnify Customer from and against third party claims for copyright and trade secret infringement under the terms of the End User License Agreement for the Software between Convergent and Customer. Notwithstanding the foregoing, Customer and Convergent agree that Liabilities suffered by a third party (other than an affiliate of Convergent) which are an element of loss subject to indemnification under this paragraph shall be deemed direct damages.

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 decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect 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.

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, subsidiaries 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, and disputes shall survive the termination of this Agreement.

FORM E
CONTRACT ACCEPTANCE AND AWARD



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

NJPA Contract #: 031517-CTL

Proposer's full legal name: Convergent Technologies LLC

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

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

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on June 29, 2017

NJPA Contract # 031517-CTL

Vendor Authorized Signatures:

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

Vendor Name Convergent Technologies LLC

Authorized Signatory's Title General Manager



VENDOR AUTHORIZED SIGNATURE

Vincent Piau
(NAME PRINTED OR TYPED)

Executed on 19th July, 2017

NJPA Contract # 031517-CTL