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December 13, 2018

City of Clearwater  
Government  
100 South Mytle Avenue Clearwater, Florida 33756  
Attention:

Quotation: KY00153549P  
RFP#:  
License/Cert EF20001417

Reference: Migration to OnGuard  
FCWNX to OnGuard

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 4<sup>th</sup> 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

### Purpose:

Convergent Technologies will upgrade the building security system. As part of the upgrade, Convergent will upgrade the city's existing FCW NX Card Access System software to Lenel OnGuard software. Convergent will also furnish and install new building security card access hardware as necessary for communication to the upgraded building security system.

### Migration:

Convergent will migrate the city's existing FCW NX building security system and database to the new Lenel OnGuard system. The server hardware, operating system (Windows Server) and database engine (SQL Server) will be provided by the city. The badge creation workstations will also be provided by the city. The FCW NX and Lenel servers will operate simultaneously to minimize downtime during the migration process. During the migration process the city will be responsible for creating and maintaining new and existing user accounts and access rights in both FCW NX and Lenel OnGuard systems. Convergent will install the new controllers and reader boards as needed in the current secured facilities and connect the new hardware to the Lenel OnGuard system. Existing door hardware, such as door locks and readers, will be reused.

### Kick off and project status meetings:

An initial meeting will be held between the city and Convergent to finalize the specifics of the project and determine the procedures of the migration process and scheduling. The meeting will include these topics:

Access control areas (determine facilities to start with)

Work schedules

Project milestones

Security concerns

Outstanding issues

Estimated time of completion of the areas

Project status meetings will be conducted on an as needed basis.

#### Testing:

Following the completion of controller and reader board migration, Convergent along with city staff will test the new equipment. Upon satisfactory testing, the city's project manager will authorize Convergent to proceed to migration of the next facility.

#### Training:

Convergent will train the necessary city staff on daily usage and maintenance of the newly installed Lenel OnGuard System.

#### Licensing:

The initial Lenel license for OnGuard is 100% discounted providing the SSA is currently active. The renewal of the SSA license, after the first year is recommended to keep the system at peak performance.

#### Integrations:

The city will pursue system integrations as secondary and tertiary phases to this project, to include:

Milestone Video / OnGuard Integration

Schlage Lock Integration

### Service Locations

#	Site ID	Site Name	Address	D
1		Main MSB	100 So Myrtle Ave, Clearwater	
2		Solid Waste	1701 N Hercules	
3		***City Hall*** (Not in Scope of Work)	112 S Osceola Ave, Clearwater	
4		Countryside PD Substation	2851 N McMullen Booth Rd, Clearwater	
5		Countryside Library	2642 Sabal Springs	
6		District 1 Beach Substation	700 Bayway Blvd, Clearwater	
7		East Waste Water Plant	3141 Gulf to Bay Blvd, Clearwater	
8		Fire Training Facility (located at Station 48 property)	1700 N. Belcher Rd, Clearwater	
9		Firestation 44	950 Gulf Blvd, Clearwater	

10		Firestation 45	1140 Court St
11		Firestation 46	534 Mandalay Ave, Clearwater
12		Firestation 47	1460 Lakeview Rd, Clearwater
13		Firestation 48 & Logistics Bldg (NOTE: 2 controllers in separate buildings)	1700 North Belcher Rd, Clearwater
14		Firestation 49	565 Sky Harbor Dr, Clearwater
15		Firestation 50	2681 Countryside Blvd, Clearwater
16		Firestation 51	1720 Overbrook Ave, Clearwater
17		Fresh Water Reservoir #1	1657 Palmetto St., Clearwater
18		Fresh Water Reservoir #2	21133 US Hwy 19N, Clearwater
19		Fresh Water Reservoir #3	2775 SR 580, Clearwater
20		Garden Ave Garage	28 Garden Ave, Clearwater
21		General Service Headquarters Building	1900 Grand Ave, Clearwater
22		Hispanic Outreach Center	612 Franklin St, Clearwater
23		Main Library	100 N Osceola Ave, Clearwater
24		Marshall St Waste Water	1605 Harbor Dr, Clearwater
25		North Greenwood PD Substation	1310 N Greenwood Ave, Clearwater
26		Northeast Waste Water	3290 SR 580, Clearwater
27		Police Dept HQ	645 Pierce St, Clearwater
28		Public Works Complex & Admin (NOTE: 2 controllers in separate buildings)	1650 Arcturas Ave N, Clearwater
29		South Greenwood PD Substation	1498 S Greenwood Ave, Clearwater
30		Wood Valley PD Substation	2816 Park Trail Lane, Clearwater
31		Marina Parking Permit	25 Causeway Blvd

#### **Alternates:**

- **Schlage wireless lock** **MSRP \$115,640.00 (qty70)**
- **Schlage Interface Module (up to 16 locksets), Lenel Interface board** **MSRP \$86,520.00 (qty35)**
- **Milestone / OnGuard Integration License** **MSRP \$8,300.00 (qty1)**

#### **Spare Parts**

- **T-525SW Reader +Kit** **MSRP \$446.25**
- **1380-8 Reader board** **MSRP \$833.33**
- **1320-2 Reader Board** **MSRP \$530.00**

## Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	1.00	FC20G-MIGR8	License to allow initial migration of a FCW NX customer to OnGuard	\$ 0.00	\$ 0.00
2	1.00	FC20G-REF	License, reference only	\$ 0.00	\$ 0.00
3	1.00	FC20G-SUSP	License, FCW NX SSA to OnGuard SUSP	\$ 0.00	\$ 0.00
4	1.00	FC20G-VID	License, Video Integration with FCW NX	\$ 0.00	\$ 0.00
5	1.00	SWS-ADV	License, Server Software	\$ 0.00	\$ 0.00
6	7.00	SWC-ADV	License, Client Software	\$ 0.00	\$ 0.00
7	3.00	SWC-IDADV	License, ID Credential Center Application	\$ 0.00	\$ 0.00
8	64.00	SW-LNR-CH1	License, NVR Software	\$ 0.00	\$ 0.00
9	3.00	64ADV-64RUP	64 Access Readers ( max of 256 readers )	\$ 0.00	\$ 0.00
10	42.00	LNL-3300-M5	Intelligent System Controller	\$ 957.14	\$ 40,199.88
11	27.00	LNL-1380-8RP	Eight Reader Interface Module	\$ 714.29	\$ 19,285.83
12	24.00	LNL-1320-2RP	Dual Reader Interface Module	\$ 454.29	\$ 10,902.96
13	18.00	LNL-1100-20DI	Input Control Module	\$ 454.29	\$ 8,177.22
14	1.00	LNL-1200-16DO	Output Control Module	\$ 454.29	\$ 454.29
15	6.00	LNL-1340-M2K	Bridge Board, M2000	\$ 785.71	\$ 4,714.26
16	2.00	LNL-2210	Intelligent Single Door Controller, POE	\$ 728.57	\$ 1,457.14
17	2.00	LNL-2220	Intelligent controller	\$ 1,564.29	\$ 3,128.58
18	2.00	LNL-CTX	CTX Enclosure	\$ 92.86	\$ 185.72

<b>Equipment Total</b>	\$ 88,505.88
<b>Total Labor/Other Costs</b>	\$ 22,117.86
<b>Freight/Warranty</b>	\$ 11,505.74
<b>Tax if Applicable</b>	\$ 0.00
<b>Total Project Price</b>	\$ 122,129.48

## **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**

<b>Items Included</b>	
Applicable Taxes	Freight (prepaid)
Installation of Control Equipment Enclosures	Installation of Control Panels
Loading Software on Customer Provided Computer	Material (listed in the BOM)
Mounting/Termination of Proposed Devices	One-Year Warranty on Labor
One-Year Warranty on Parts	Owner to Provide Static IP Addresses
Owner Training	Project Management
Servers by Others	System Programming
Termination of Control Equipment Enclosures	Testing of all Proposed Devices
Workstations by Others	
<b>Items Excluded</b>	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	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)
Horizontal Core Drilling	Installation of Bridle Rings
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
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 Terminal Cabinets
Installation of Video Recorders (DVR/NVR)	Installation of Wire and Cable
Installation of Wire Hangars	Lifts
Low Voltage Permits	On-Site Lockable Storage Facility
Operations & Maintenance Manuals	Panel Wall Elevation drawing (may require customer CAD)
Panel wiring point with to point connections	Patch and Paint
Payment & Performance Bonds	Record Documentation (As-Built)
Riser drawing with home run wiring	Servers by Convergent
Specialty Backboxes	Submittal Drawings
System Engineering	System is Design-Build
System Meets Plans/Drawings	Terminal Cabinets
Vertical Core Drilling	Wire
Workstations by Convergent	



**Total Project Investment:**

**\$ 122,129.48**

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,

Convergent Technologies  
Kyle Young

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

_____	December 13, 2018
Customer Name (Printed)	Date
_____	_____
Authorized Signature	Title

Countersigned:

CITY OF CLEARWATER, FLORIDA

\_\_\_\_\_

By: \_\_\_\_\_

George N. Cretekos

William B. Horne II

Mayor

City Manager

Approved as to form:

Attest:

\_\_\_\_\_

\_\_\_\_\_

Owen Kohler

Rosemarie Call

Assistant City Attorney

City Clerk



## Convergent Technologies' Install Terms & 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" 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:

- 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; 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.

### 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 fifteen (15%) 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"):

- 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 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, Convergent Technologies' Install Terms & Conditions

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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	\$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.

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