

Region 4 Education Service Center (ESC)

Contract # R220702

for

Facility Technology Integration & Security System Services

with

Convergint Technologies LLC

Effective: April 1, 2022

The following documents comprise the executed contract between the Region 4 Education Service Center and Convergent Technologies LLC, effective April 1, 2022:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

CONTRACT

This Contract ("Contract") is made as of April 1, 2022 by and between Convergint Technologies LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Facility Technology Integration & Security System Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R22-07 for Facility Technology Integration & Security System Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

The anticipated full term of the contract is five (5) years. The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any

CONTRACT

combination of initial and renewal periods) not to exceed five years. Any tasks or project agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to

failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied

with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. The entity using the contract will make payments directly to the awarded Contractor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and within 30 days of receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

CONTRACT

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS CONTRACT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.



OMNIA[®]
P A R T N E R S

Region 4 Education Service Center (ESC) partnered with OMNIA Partners

Proposal for RFP 22-07

Facility Technology Integration & Security System Services

January 11, 2022

PUBLIC PROPOSAL

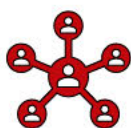
EXECUTIVE SUMMARY

Convergent Technologies LLC (Convergent) understands that Region 4 Education Service Center (ESC), partnered with OMNIA Partners (OMNIA), is seeking a team of professionals to offer OMNIA members a turnkey approach to their security system service needs. **The depth and breadth of the solutions Convergent can provide to OMNIA members will strengthen the existing partnership between OMNIA, its members, and Convergent.** We are excited to present our response for the opportunity to continue to be your and your member's trusted security service provider for the requirements outlined in the Request for Proposal (RFP) 22-07 Facility Technology Integration and Security System Services. Our commitment to our foundational values and beliefs (Vs & Bs) means we will strive to be your best service provider and, by extension, any OMNIA member. **We are enthusiastic about sharing the ways Convergent can continue to benefit your members.**



Current OMNIA Relationship | We believe Convergent's experience and insight into OMNIA since June 2017 has provided value as your trusted partner. Convergent has helped grow the OMNIA contract to \$17.5M since its award in 2017 and has added 124+ customers. **Convergent's goal is to increase the contract to \$50M in the next five (5) years while adding an additional 150 customers.**

Dedicated Teams | Convergent is honored for the opportunity to continue our partnership and expand our relationship with OMNIA. Our comprehensive approach to dedicated business development and compliance will enhance the trust between Convergent and members of OMNIA. Convergent's dedicated **Business Development and Contract Vehicles Teams** can be relied on to continue to provide a transparent and collaborative partnership with OMNIA members.



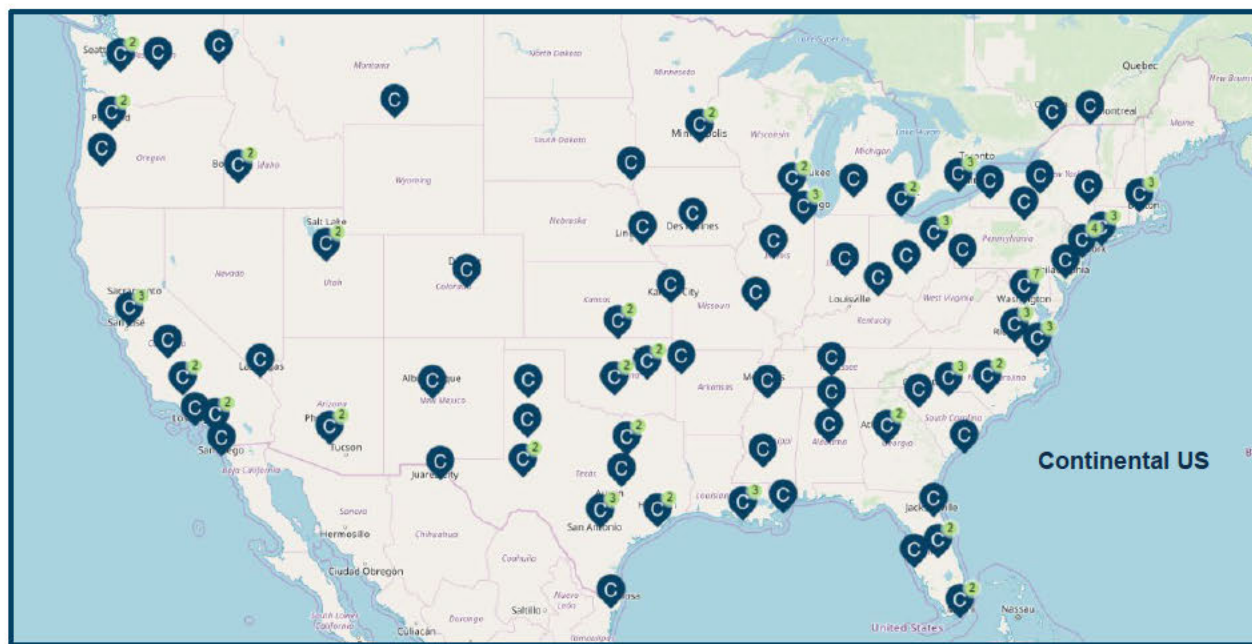
National Reach | Convergent's top priority is service in every way – service to customers, colleagues, and our communities. With 170+ locations and 6,000+ colleagues worldwide, our promise, and our number one objective, is to be our customers' best service provider. Convergent has 500+ Account Executives and Sales colleagues in the US to market the OMNIA contract to customers. These colleagues are located in more than 70+ Convergent Technology Centers (CTCs) throughout the country. Our capacity as the largest integrator in the US benefits OMNIA members by our ability to offer best-in-class solutions with competitive pricing.

Compliance Focus | Convergent's dedicated Contract Vehicles Team offers an extensive training program inclusive to all Convergent colleagues that stress cooperative purchasing programs, benefits, and proper compliance. In support of our state and local government, education, and defense (SLED), customers Convergent's team of contract vehicles/government experts work to provide solutions and services with total contract compliance. Additionally, this dedicated team maintains data tracking, metrics, reporting, and conducts quarterly internal audits to ensure reporting of all awards.

Service Culture | In 2021, for the fourth year in a row, Convergent has been named the **#1 Systems Integrator** by SDM Magazine. This award comes from Convergent's ability to be our customer's best service provider and deliver results, period. Convergent's continued success has come from our capability to service complex customers that resemble many OMNIA members. Our approach to design, project management, product selection, installation, start-up, and customer training gives OMNIA members a partner it can depend on. This relationship-based partnership, combined with our ability to execute, is anchored by Convergent's Vs & Bs that guide our service culture.



Depth and Breadth of our Catalog Portfolio and Member Agencies | OMNIA has over 234,000 participants leveraging their 300+ contracts. These members are all over the US, from Miami to Anchorage. Convergent has offices nationwide, including Hawaii and Alaska. This gives Convergent the ability to serve all OMNIA members, no matter their geographic location. Additionally, as the #1 Systems Integrator in the country, we have relationships with the biggest manufacturer's in security, allowing us – and by extension, OMNIA members – access to cutting-edge technologies.



Colleague Training and Certifications | With 2,500+ trained engineers globally and an investment of over \$20M annually, Convergent has the largest, most well trained, and most comprehensive electronic support structure in the world. Historically in May each year, we have offered SLEducation, which is an internal two-day training session. Due to the pandemic and restricted travel, we reevaluated our approach to training and learning opportunities and presently offer this training virtually over the year. Going forward, these in-depth training sessions will continue to teach our sales team how to leverage the resources available to them, including our OMNIA contracts.

Commitment to Education:

At Convergent, our greatest strength is our people. We have thousands of colleagues across the globe and invest \$20 million per year on colleague training and certification.

Proven Processes and Tools | Convergent aims to serve OMNIA members by providing an advanced business process solution to ensure communication, continuity, service, and safety. Our Contract Vehicles Team is dedicated to ensuring that our sales colleagues are up to date on the latest compliance policies and procedures. By being a reliable partner, Convergent will offer support to OMNIA members, allowing them to focus more on their resources and core missions while enhancing safety and security.

Thank you for the opportunity to describe our capabilities and qualifications. We are excited about the opportunity to continue to serve as a member of the OMNIA team of professionals. Our goal is to remain your trusted business partner and best service provider.

Sincerely,



Vincent Piau
Executive Director
State, Local, and Education (SLED) Government



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 22-07

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Facility Technology Integration & Security System Services

This Addendum No. 1 amends the Request for Proposal (RFP) for Facility Technology Integration & Security System Services 22-07 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Facility Technology Integration & Security System Services. Addendum No. 1 is hereby issued as follows:

CLARIFICATION

Due to the holidays and Region 4 Education Service Center winter holiday closures, it is recommended that responses are submitted before Friday December 17th or after Wednesday January 5th (but prior to the submittal deadline).

CHANGES TO THE RFP

1. Page 1, Line 12:

Remove the submittal deadline and replace with the following:

SUBMITTAL DEADLINE: *Tuesday January 11, 2022, 2:00 PM CENTRAL TIME*

2. Page 5, Section II. CALENDER OF EVENTS (ALL DATES ARE TENTATIVE
AND SUBJECT TO CHANGE):

Remove the calendar of events and replace with the following:

<u>Event</u>	<u>Date</u>
<i>Issue RFP</i>	<i>October 7, 2021</i>
<i>Pre-proposal Conference</i>	<i>October 21, 2021</i>
<i>Deadline for receipt of questions via email</i>	<i>October 22, 2021</i>
<i>Issue Addenda (if required)</i>	<i>October 28, 2021</i>
<i>Proposal Due Date</i>	<i>January 11, 2022</i>
<i>Approval from Region 4 ESC</i>	<i>February 22, 2022</i>
<i>Contract Effective Date</i>	<i>July 1, 2022</i>

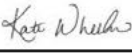
All other items on this page shall remain.

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Convergint Technologies, LLC

Contact Person Katelyn Wheeler

Signature  
By signing this document, the Offeror agrees to the terms defined by the placement of the signature on this document.
2022.01.05 10:04:50 AM EST

Date 1/5/22

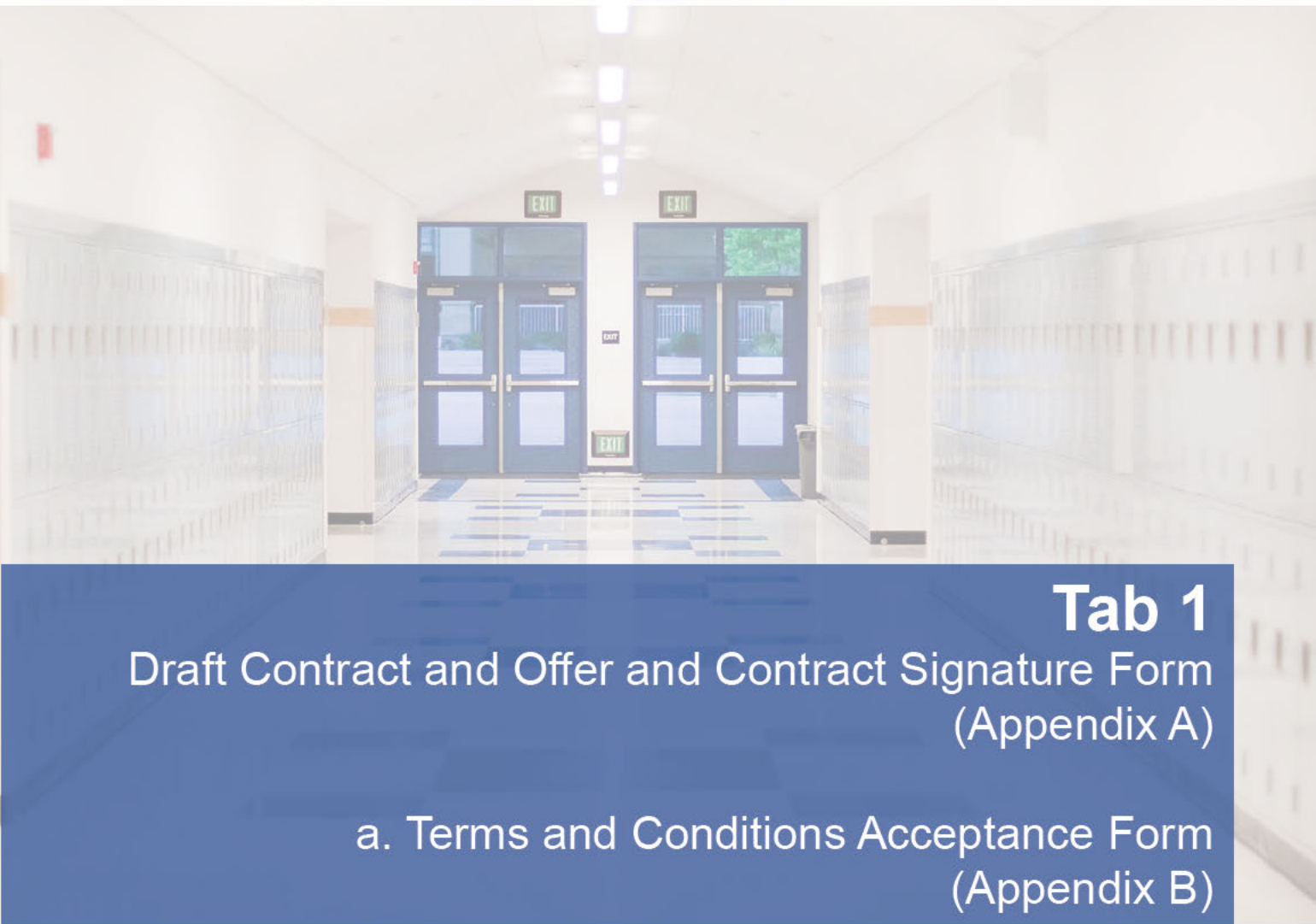
Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

Facility Technology Integration & Security
System Services
Solicitation Number 22-07
Addendum No. 1

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Tab 1

Draft Contract and Offer and Contract Signature Form
(Appendix A)

a. Terms and Conditions Acceptance Form
(Appendix B)



**TAB 1 – DRAFT CONTRACT AND OFFER AND CONTRACT SIGNATURE FORM
(APPENDIX A)**

APPENDIX A

DRAFT CONTRACT

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1

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- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region

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4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by

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acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

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- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

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material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

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33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

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OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Convergent Technologies LLC
Address 1 Commerce Drive
City/State/Zip Schaumburg, IL 60173
Telephone No. 714-546-2780 ext 6441
Email Address mike.mathes@convergent.com / contractvehicles@convergent.com
Printed Name Mike Mathes
Title Executive Vice President
Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

A. TERMS AND CONDITIONS ACCEPTANCE FORM (APPENDIX B)

Please see Convergent's exceptions listed in the table on the following pages. Due to the length and nature of our responses, we have provided a separate table following the format required.

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
See below table.			

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Draft Contract: Appendix A Section 16 - Payment	Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.	The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and within 30 days of receipt of a properly completed invoice.	
Draft Contract: Appendix A Section 22 – Warranty Conditions	All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.	All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. 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.	
Draft Contract: Appendix A Section 30 - Indemnity	Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.	Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses to the extent they are arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas. IN NO EVENT SHALL EITHER VENDOR OR OMNIA PARTNERS BE LIABLE TO THE OTHER PARTY HERETO, OR TO ANY INDEMNITEE, 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.	

**Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
Proposal for RFP 22-07 Facility Technology Integration & Security System Services**

Administration Agreement: Exhibit B Section 8 Consequential damages waiver	WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.	WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NEITHER OMNIA PARTNERS NOR SUPPLIER WILL BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.	
Administration Agreement: Exhibit B Section 14 Interest payments	Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for	Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1	

	termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.	1 1/2%) per month or the maximum rate permitted by law until paid in full.	
Administration Agreement: Exhibit B Section 10 Consequential damages waiver.	WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.	WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES AND SUPPLIER EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES AND SUPPLIER SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES OR SUPPLIER ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.	

3.2 Distribution, Logistics	Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.	Clarification: Member acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.	
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OMNIA[®]
P A R T N E R S



Tab 2
Products/Pricing

converⁱnt[®]

TAB 2 – PRODUCTS/PRICING

- i. Offerors shall provide pricing based on a discount from a price list or catalog (or major items of equipment purchased and installed by Offeror with a breakout of manufacturers' catalog price along with discount off list price), or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed should remain the same for the first 12 months after the contract award. As an option, pricing may be a discount off the City Cost Index when using one of the following:
 - RS Means Construction Procurement Catalog: Facilities Construction Cost Data book
 - RS Means Construction Procurement Catalog: Electrical Cost Data
 - RS Means Construction Procurement Catalog: Mechanical Cost Data
- ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)
 - Manufacturer or Other Part #
 - Offeror's Part # (if different from manufacturer part #)
 - Description
 - Manufacturers or Other Suggested List Price and Net Price
 - Net Price to Region 4 ESC (including Freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

Based on the size of the Excel spreadsheet, Convergent has provided the Excel file and PDF documents titled "Convergent Pricing Response – RFP 22-07 – Proprietary" on the jump drives as required.

- iii. Describe how Offeror will address, at a minimum, the areas defined in the Project Scope.

Convergent designs, installs, and services seamlessly integrated electronic security solutions for government, commercial, and industrial clients. Serving single-site customers and those with a global multi-site footprint, Convergent has the experience to design solutions to meet OMNIA members' current needs and provide for future growth plans.



Access Control | Convergent is an authorized Value-Added Reseller (VAR) for several industry-leading card access manufacturers. At Convergent, we specialize in more complex enterprise card access applications, especially those involving Internet Protocol (IP) - based video, intrusion systems, smartcards, human resource databases, etc. Convergent has the right solution and technical support needed to complete projects on time and budget, no matter the card access needs.



Identity Management | Convergent provides comprehensive identity solutions ranging from basic proximity card technology to "smart-cards" with integrated chips. Budget, convenience, standards compliance, data security, performance, and identification

requirements significantly determine our customers' best identity solution. Convergent will work with OMNIA members to develop an identity management strategy that fits their needs and budget.



IP-Based Video and Video Management | With thousands of IP cameras already installed, Convergent is the systems integration leader in designing, installing, and servicing IP-based video solutions. Having established industry-leading solid manufacturing relationships, Convergent can provide our customers with the best IP-based technologies. At Convergent, projects do not stop by simply installing the best technology. Convergent has network-certified personnel to ensure your IP-based video solution is installed to established Information Technology (IT) industry standards and practices.



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



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



Communication Solutions | Selecting the right communication systems to meet customers' specific needs can be challenging. Speed, reliability, and system integration capability are just critical elements in choosing the right communication system. Convergent has experience with some of the most advanced Voice over Internet Protocol (VoIP) communication systems on the market today. Whether it's a control room intercom solution or a campus-wide mass notification system, Convergent has the experience to design, install, and service the right solution for OMNIA members.



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



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



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



Specialty Detection Technology | Convergent serves many vertical markets where building construction or ambient operating environments present unique detection challenges. These challenges are met by utilizing specialty detection technologies such as beam, flame, linear heat, video smoke, or leak detection that are engineered to detect the location and hazard. These technologies must also be seamlessly integrated into the fire alarm or suppression system to accomplish the overall design strategy.



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



One-Way and Two-Way Emergency Voice Communication | Convergent utilizes vendors who excel in voice system technologies to provide Underwriter Laboratories (UL) listed digital voice announcement and emergency notification systems. Technologies range from a distributed network system with multiple digital channels on a single pair of wires to a single enclosure standalone panel. With scalable voice systems available in 25 voltage regulator modules (VRM) and 70VRMs versions, Convergent can provide design, installation, and service for any application.



Two-Way Communication Systems | Whether a building requires an area of rescue assistance or other two-way communication, these systems can be critical to ensuring building safety. Therefore, selecting the right vendor and product family is essential. Convergent works with the most recognized names in the industry. When people need

to know that rescue is on the way, they can depend on a Convergent voice/visual communication system.



Notification Appliances | A properly engineered and installed notification system is only as good as the peripherals used to annunciate the signal. Color, ambient operating environment, mounting requirements, mass notification, compatibility with existing devices, and numerous other requirements need a flexible approach to building notification. Therefore, Convergent has partnered with multiple manufacturers to provide a wide array of award-winning peripherals.



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



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



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



Auxiliary Equipment | Auxiliary components can significantly affect the overall integrity or operational characteristics of a fire alarm detection or suppression system. Convergent can provide protective covers, specialty enclosures, multi-voltage control relays, trouble bell stations, uninterruptible power source (UPS), and alternating current (AC) power supplies from our industry partners are among the best in their fields.



Monitoring | Convergent's UL-listed monitoring partners provide customers with reliable services resulting in a fail-safe monitoring network. Convergent selects partners who are leaders in the alarm monitoring and security industries based on their reputation for innovation and relevant security monitoring technologies. Among these is the ability for users to manage their accounts online via a secure internet connection.

iv. Provide any applicable Burden Billable Labor Rates by Classification.

Based on the size of the Excel spreadsheet, Convergent has provided the Excel file and PDF documents titled "Convergent Pricing Response – RFP 22-07 – Proprietary" on the jump drives as required.

Our labor categories are as follows:

- | | |
|-----------------------|--------------------------------|
| • Installer | • Service Manager |
| • Project Foreman | • Service Technician |
| • Specialist | • Software Engineer |
| • Project Manager | • Subject Matter Expert |
| • Engineer | • Professional Services |
| • CAD/Drafter | • Principal Consultant (Cyber) |
| • Program Manager | • Senior Consultant (Cyber) |
| • Service Coordinator | • Associate Consultant (Cyber) |

v. Describe if pricing is available for all products and services?

Based on the size of the Excel spreadsheet, Convergent has provided the Excel file and PDF documents titled "Convergent Pricing Response – RFP 22-07 – Proprietary" on the jump drives as required. This file contains pricing for labor classifications listed above and all material offered to OMNIA members.

"Sourced" or "open market" items are products and services in support of on-contract purchases (included, but not limited to supplemental/value-add subcontractor labor and material, trip charges, etc.) that are not found in the catalog but may be required for the complete solution. Convergent will provide pricing for these "sourced" or "open market" items consistent with our standard pricing approach.

vi. Describe any shipping charges.

Convergent calculates shipping at the quote level. Convergent uses the dimensions and weight of an item and its' shipping destination to determine shipping costs. Freight, delivery, and shipping are supplied at cost plus a percentage (percentages vary).

vii. Describe any ancillary cost or additional freight costs for orders placed outside the Continental US.

Additional charges such as those referenced are determined at the quote level.

viii. If Offeror has retail stores, describe appropriate procedures in place to ensure contract pricing on all product and/or services to Participating Public Agencies.

Convergent is an integrator and does not have retail stores.

ix. Describe any warranties and provide pricing for warranties on all products and services.

Convergent provides the following warranty to the Customer:

As standard, for the period of one (1) year(s), commencing at the earlier of substantial completion of the work, or first beneficial use, ("Warranty Period"):

- a. That work performed under this agreement will be of good quality
- b. That all equipment will be new unless otherwise required or permitted by this agreement
- c. That the work will be free from defects not inherent in the quality required or permitted
- d. That the work will conform to the requirements of the project specification and the Master Services Agreement (MSA)

OMNIA Partners' 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 while performing the work hereunder shall only carry such a warranty provided by the manufacturer, which Convergent hereby assigns to OMNIA Partners without recourse to Convergent. Upon request of OMNIA Partners, Convergent will use all reasonable efforts to assist OMNIA Partners 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.

The warranty may be void if any other security integrator or third party connects any devices to our network or hardware and/or changes the existing programming or configurations that are currently in place, and this proves to be the cause of a failure which is deemed irreparable.

Convergent's warranties cover the expense of technicians' travel time and mileage to perform warranty repairs. However, upon arrival, it is determined that the repair was not under warranty, not a part supplied by Convergent, tampered with, etc., charges for travel time and mileage will be chargeable.

Warranty pricing will be provided at the quote level.

x. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large orders, growth, annual spend, guaranteed spend, etc.

Convergent's volume discounts are determined on a case-by-case basis. Convergent does not offer any rebate programs.

Convergent's proposed pricing model for the US is based on online-item discounts. Based on the size of the Excel spreadsheet, Convergent has provided the Excel file and PDF documents titled "Convergent Pricing Response – RFP 22-07 – Proprietary" on the jump drives as required.

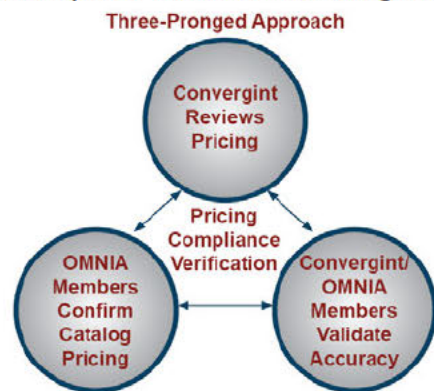
Please Note: Prevailing wages are excluded but will be priced where required at an increase not to exceed 25%. Union rates are not included but will be priced where required at an increase not to exceed 25%.

Convergent will provide a percentage discount from the manufacturer's suggested retail price (MSRP) in the pricing proposal of up to 45.02%.

xi. Describe how customers verify they are receiving Contract pricing.

Convergent is dedicated to compliance and complete transparency in all our processes and procedures. OMNIA members can rest assured that pricing is compliant based on Convergent's three-pronged compliance verification process.

1. We have a strict policy that ensures every proposal is reviewed for compliance before submission to the OMNIA member.
2. OMNIA members have access to our customer-facing catalog and can access this catalog at any time, giving them complete visibility and transparency to Convergent's pricing.
3. Convergent collaborates with OMNIA members to verify the prices in our catalog to ensure that Contract pricing is always accurate.



In addition to the three-pronged compliance verification process, each proposal is tracked from start to finish. Every quarter, Convergent's dedicated Contract Vehicles Team conducts an internal self-audit to ensure this process has been followed.

OMNIA members are encouraged to email contractvehicles@convergent.com for further assurance and pricing compliance questions.

xii. Describe payment methods offered.

Convergent accepts purchasing cards (P-cards) and/or credit cards as payment. There is an additional 2.5% fee for P-card and credit card transactions. Convergent also accepts standard Automated Clearing House (ACH) and check payments.

Convergent works with leasing programs specifically designed for public entities and their legal requirements, such as National Cooperative Leasing (NCL), an OMNIA Partners awarded leasing contract. We understand the need for these leasing programs when the total project cost doesn't fit into the customer's budget. The programs require annual lease payments, which usually multiply the customer's purchasing power three (3) to five (5) times.

xiii. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Catalog updates are essential for Convergent to be OMNIA members' best service provider. These updates enable OMNIA members to access the latest and greatest technology offerings.

Convergent generally updates catalog offerings quarterly. Based on MSRP and cost changes, catalog adjustments and discount changes may be required. Unscheduled modifications may be requested to meet customer demands.

xiv. **Describe how future product introductions will be priced and align with Contract pricing proposed.**

Convergent will provide new products and services that are consistent with our standard pricing approach of discounts off MSRP.

xv. **Provide any additional information relevant to this section.**

Convergent catalog pricing is for individual components (line items) only. These items (freight, shipping, and handling, pre-delivery inspection, installation, set-up, mandatory training, or initial inspection) are **priced individually** and may be considered on contract or may be considered “sourced” based on the individual item. **Each component does not include** freight, shipping, handling, pre-delivery inspection, installation, set-up, mandatory training, or initial inspection.

Example: The price for a camera in the catalog is for the camera only. The labor to install the camera is priced separately. The labor is quoted leveraging the Installation labor category and is considered an on-contract purchase.

Real World Example: City of Temecula, CA

The City of Temecula awarded a contract to Convergent via a competitive RFP process for a city-wide video surveillance project which includes the installation of over 450 cameras, the installation of a large video wall for centralized viewing, and the integration of the City's access control system to provide complete command and control via a unified platform. The camera deployment includes 360 degree and PTZ camera deployments at 25 city intersections, cameras at major city parks, and 15 city buildings. While most of the cameras are networked locally and backhauled over fiber, numerous cameras are also networked via wireless radios operating in the 50-70GHz frequency range to mitigate interference in the crowded 5Ghz space. The solution is based on Genetec's Security Center, Axis cameras, HP servers in a VM environment, 1-year retention with HP Nimble storage, and Siklu wireless. The system is monitored by both the City's police department as well as their traffic management department.

Federal Funding Pricing

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials are necessary, a ceiling price that the contractor exceeds at its own risk will be needed as determined and set by the Participating Public Agency. Products and services provided in a situation where an agency is eligible for federal funding. Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

Convergent will comply with all federal funding pricing requirements.

Not to Exceed Pricing

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Convergint will comply with all not to exceed pricing requirements.

We expect to be our customers' **best service** provider





Tab 3

Performance Capability

a. OMNIA Partners Documents



TAB 3 – PERFORMANCE CAPABILITY

A. OMNIA PARTNERS DOCUMENTS

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Exhibit A Response for National Cooperative Contract		
1.0 Scope of National Cooperative Contract	Compliant	Acknowledgment
1.1 Requirement 1.2 Marketing, Sales, and Administrative Support 1.3 Estimated Volume 1.4 Award Basis 1.5 Objectives of Cooperative Program		Convergent acknowledges and complies with this requirement.
2.0 Representations and Covenants	Compliant	Acknowledgment
2.1 Corporate Commitment 2.2 Pricing Commitment 2.3 Sales Commitment		Convergent acknowledges and complies with this requirement.
3.0 Supplier Response	Compliant	Acknowledgment
See below for a detailed response		Convergent acknowledges and complies with this requirement.

3.0 Supplier Response

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.

Convergent Company Overview

Founded in 2001 and headquartered in Schaumburg, Illinois, Convergent is an industry-leading global systems integrator. Our expertise and strategic focus allow us to provide comprehensive design, installation, and service for integrated building systems, including electronic security, fire alarm, and life safety systems. We are the world's largest security systems integrator with over 20 years of experience supporting customers. From day one, delivering value through unparalleled customer service and consistent operational excellence has been foundational at Convergent. Convergent's top priority is service in every way, and this includes service to our

customers, colleagues, and communities. Our promise, and our number one objective, is to be our customers' best service provider.

Our experience spans all types of security technologies, including enterprise card access, IP video management, intelligent video, UL2050, intercom, biometrics, perimeter protection, asset protection, smartcard credential management, PSIM, physical identity access management (PIAM), secure authentication, and compliance management.

Convergent was built on a solid foundation of Vs & Bs. Before the company was legally formed, before we received one order, before we hired one colleague, our founding leadership began writing down the principles that would eventually become our Vs & Bs and established a unique and empowered culture. **Our Vs & Bs have driven our positive culture throughout our organization and differentiated us from other integrators.**



Convergent's culture is reflected in our approach to business. We prefer to create a partnership with customers, vendors, and subcontractors to ensure everyone benefits. The Convergent/OMNIA relationship enhances customer safety and security and allows OMNIA members to focus more resources on their core missions.

Convergent has grown to be a global integrator with offices and partners worldwide. Though we are a large company with a worldwide reach, we never lose sight of our promise to deliver value through unparalleled customer service and operational excellence, which have been foundational at Convergent.

Convergent is a flat and integrated organization that reacts quickly to changing market conditions. Our structure enables us to leverage resources to meet our customers' specific needs and adapt rapidly to the ever-changing business landscape. With 170+ locations,

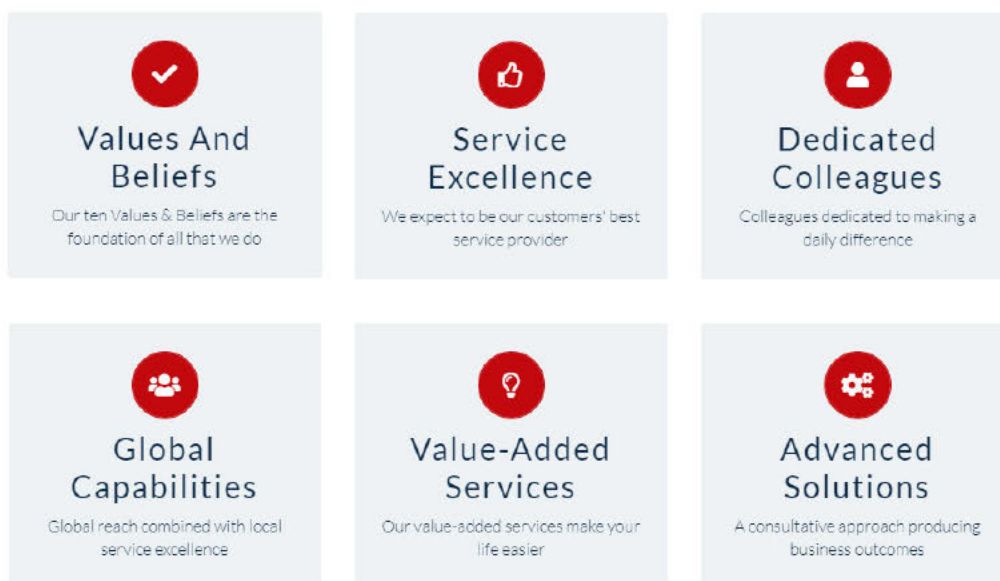
6,000+ colleagues worldwide, and hundreds of partners, we can meet the most challenging requirements and provide a high level of project support unmatched by our competitors.

Our people, culture, technologies, and superior customer service differentiate us from our competitors. Convergent is committed to being our customers' best service provider with a culture of integrity, accountability, and excellence.

Our People – At Convergent, our greatest strength is our people. We hire and develop the industry's most dedicated and qualified colleagues and provide an aggressive certification plan in the latest technology innovations, industry trends, and regulations.

Our Culture – Convergent operates on a set of core Vs & Bs that express our responsibility to our customers, colleagues, and communities. Our Vs & Bs are not just words on a page but are the very fabric of Convergent culture. Our daily commitment to these ideas is one key reason our customers continue to do business with Convergent.

With a culture of integrity, accountability, and excellence, Convergent is committed to being your best service provider.



Our Technologies – Convergent maintains strong relationships with the world's leading technology partners to provide customers with a choice of best-in-class solutions, allowing us to provide cost-effective, customized, valued solutions and products to our customers. Instead of being limited to one provider or one manufacturer, we promote non-proprietary systems, enabling our customers to avoid sole source dependency and ensuring long-term system flexibility and cost-effectiveness.

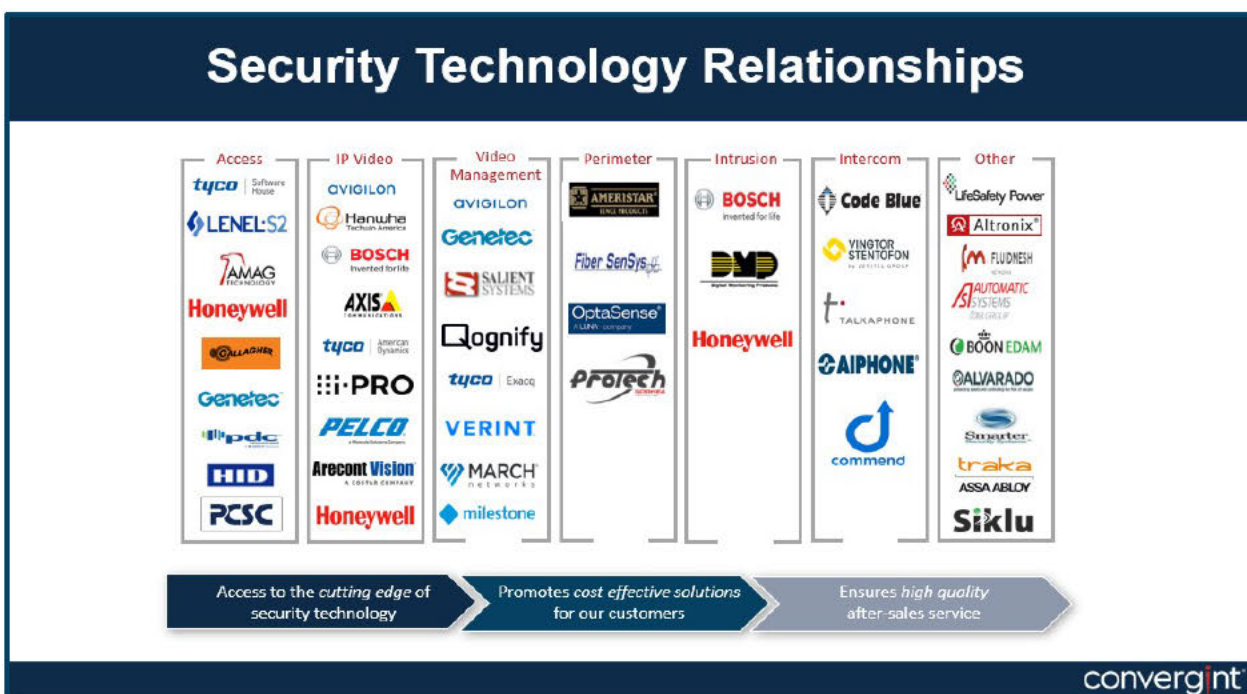
Our Services – Convergent designs service programs to meet each customer's specific business goals by leveraging dedicated, certified colleagues to ensure system integrity and uptime. Convergent's customer portal, iCare, provides real-time access to installation projects, service work orders, status, and metrics reporting. iCare is a fully integrated tool connected to all aspects of the Convergent enterprise, from customers to schedulers to technicians in the field. Our iCare portal promotes transparency, improves customer service, and reduces costs through operational efficiency improvement.

Our Products – Convergent is different because we are product agnostic. This means we are not limited to selling a product; we instead offer an array of product choices. Convergent understands that interoperability among disparate system types is critical to the success of your security plans, and we have the workforce and expertise to manage complex projects at any time. Convergent can deliver a custom-fit, scalable security solution for your organization with our open-platform solution partners who enable technology solutions aligned to the needs of OMNIA members.

The primary solutions that we offer include, but are not limited to:

- Access control
- IP video management software (VMS) and cameras
- Intrusion detection
- Life safety and fire alarm
- Network cybersecurity
- Advanced Service Solutions Team (a team focused on supporting the systems once they are customized and integrated)

Convergent provides integrated security, fire, and life safety systems to protect OMNIA members' critical infrastructure assets and mitigate risk. We are committed to partnering with OMNIA members throughout production and delivery. Our team takes a consultative and layered approach to provide a holistic view regarding security from your facility's perimeter to your company's core. Below are some of the technologies we design, install, service, and maintain for our customers locally, nationally, and globally.



Our Partners – Convergent's partners play a significant role in the success of our organization. Our past project experience with these partners continues to grow and is essential for future success. When delivering complex projects for OMNIA members, we will communicate effectively with all partners.

Cybersecurity and privacy are a large part of Convergent's infrastructure. We pride ourselves in not only being our customer's best service provider but protecting those customers as well. Convergent has two (2) partners supporting us in this initiative. **SecuriThings** provides risk mitigation, predictive maintenance, and automated operations for physical security deployment. **Blackpoint** provides managed detection and response (MDR) software and service with a reliable, 24/7 cybersecurity operations and incident response platform (SNAP-Defense), associated threat hunting, and breach response capability.

Why Convergent? At Convergent, our greatest strength is our people. Our colleagues are dedicated to delivering results. Convergent invests \$20M yearly in training and certifications to support our customers in all aspects of any project. Convergent's primary goal, as per our V & B #6, is that we expect to be our customers' best service provider – no matter what business they are in. Convergent is committed to being your best service provider from local to global. This allows us to create a solution tailored to your needs.

Convergent is a **global systems integrator** focused on **delivering results** for our **customers** through unparalleled **service**.

Why partner with Convergent?

✓ **Culture of service**

Values and Beliefs drive a positive culture in which colleagues are empowered to make decisions close to the customer.

✓ **Commitment to excellence**

We expect to be our customers' best service provider, no matter what business we are in.

✓ **Innovation**

Services and solutions designed to deliver measurable business results for mission-critical vertical markets.

✓ **Certified colleagues**

Our greatest strength is our people, and we invest over \$20 million per year on training and certifications.

✓ **Global platform**

Hundreds of locations and thousands of colleagues across the globe with a sole focus on systems integration.

✓ **Partnerships**

Convergent's strategic alignment with the world's leading technology partners enables tailored, future-proof solutions for our customers.

convergent[®]
convergent.com

B. Total number and location of salespersons employed by Supplier.

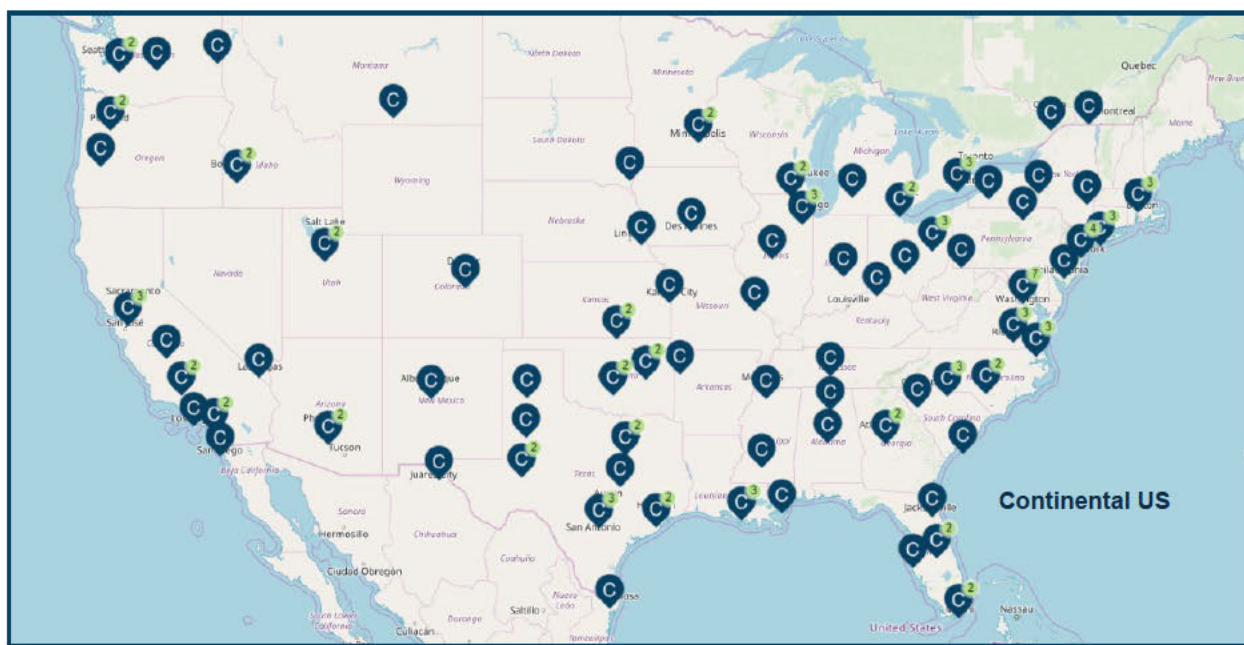
Convergent has 500+ Account Executives and Sales colleagues in the US to market this contract to customers. These colleagues are located throughout the country in more than 70+ CTCs. The map below details our footprint and coverage in the US.

C. Number and location of support centers (if applicable) and location of corporate office.

Corporate Office:

One Commerce Drive, Schaumburg, IL 60173

Convergent has one of the most extensive footprints of any systems integrator in the US. The map that follows indicates the locations of these offices. Complete office addresses can be found at <https://www.convergent.com/about/locations/>.



Annual sales for the three previous fiscal years.

Annual Sales		
2018	2019	2020
\$924M	\$1.25B	\$1.34B

a. Submit FEIN and Dunn & Bradstreet report.

FEIN: 36-4444620

D&B Finance Analytics
Printed By: Henry Kedzierski
Date Printed: 01/04/2022

LIVE REPORT
CONVERGINT TECHNOLOGIES LLC
D-U-N-S Number: 02-964-0740
Phone: +1 847-620-5000
Address: 1 Commerce Dr, Schaumburg, IL, 60173, United States Of America
Web: www.convergint.com
Endorsement: henry.kedzierski@convergint.com
Exclude from Portfolio Insight:

Summary
KEY DATA ELEMENTS

KDE Name	Current Status	Details
PAYDEX®	69	
Delinquency Score	35	
Failure Score	48	
D&B Viability Rating	1 4 A Z	View More Details
Bankruptcy Found	N	
D&B Rating	1R3	

DETAILED TRADE RISK INSIGHT™
Days Beyond Terms: 14 Days
3 Months: From Nov-21 to Jan-22
High Risk (120+)
Days Beyond Terms Past 3 months: 14
Low Risk: 0 ; High Risk: 120+
Dollar-weighted average of 184 payment experiences reported from 63 companies.

PAYDEX® TREND CHART
This Company Industry Benchmark

ALERTS

Unread Alerts	Unread	Today	Total
1	1	1	1

Status	Type/Description	Date
High Risk Level	Changed from Moderate-High to Moderate	06/07/2021

FINANCIAL OVERVIEW - PROFIT AND LOSS

Profit & Loss ⁽¹⁾	Amount ⁽²⁾	Last 3 Years
Net Income	NaN	-
Sales	1,335,671,000	-
1. Fiscal (Individual) 12/31/2020 2. In Single Units Source: SBA		

FINANCIAL OVERVIEW - BALANCE SHEET

Balance Sheet ⁽¹⁾	Amount ⁽²⁾	Last 3 Years
Total Current Assets	620,110,000	-
Total Current Liabilities	407,837,000	-
Other Assets	1,699,035,000	-
Long Term Liabilities	154,464,000	-
Net Worth	1,756,844,000	-
1. Fiscal (Individual) 12/31/2020 2. In Single Units Source: SBA		

FINANCIAL OVERVIEW - KEY BUSINESS RATIOS

Key Business Ratio:	Business Ratio
Current Ratio	1.52
Source: SBA	

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

HIGH	MODERATE-HIGH	MODERATE	LOW-MODERATE	LOW
------	---------------	----------	--------------	-----

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **LIKELIHOOD-OF-CONTINUED-OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

MAXIMUM CREDIT RECOMMENDATION

US\$ 1,900,000

The recommended limit is based on a moderate probability of severe delinquency.

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

Compared to All US Businesses within the D&B Database:

- Level of Risk:Low Risk
- Businesses ranked 1 have a probability of becoming no longer viable: 0.2 %
- Percentage of businesses ranked 1: 0.3 %
- Across all US businesses, the average probability of becoming no longer viable:14 %

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment :Available Financial Data
- Level of Risk:Low Risk
- Businesses ranked 4 within this model segment have a probability of becoming no longer viable: 0.3 %
- Percentage of businesses ranked 4 with this model segment: 13 %
- Within this model segment, the average probability of becoming no longer viable:0.6 %

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

- Financial Data: False
- Trade Payments:
- Company Size:
- Years in Business:

Z

Subsidiary

FAILURE SCORE POSSIBLY FINANCIAL TROUBLE SCORE



- Low proportion of satisfactory payment experiences to total payment experiences
- UCC Filings reported
- High proportion of slow payment experiences to total number of payment experiences
- High proportion of past due balances to total amount owing
- High number of enquiries to D&B over last 12 months
- Limited time under present management control

Level of Risk	Raw Score	Probability of Failure	Average Probability of Failure for Businesses in D&B Database	Class
High Risk	1473	9.26 %	0.48	3

Business and Industry Trends

△ FAILURE SCORE □ Industry Median Quartile

Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners Proposal for RFP 22-07 Facility Technology Integration & Security System Services

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	48
Region:(EAST NORTH CENTRAL)	29
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	37
Employee range:(500-2300000)	53
Years in Business:(3-5)	34

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE



- Proportion of past due balances to total amount owing
- Proportion of slow payments in recent months
- Higher risk industry based on delinquency rates for this industry
- Limited time under present management control

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database	Class
Medium	40	7.5 %	10.3 %	3

Business and Industry Trends

△ DELINQUENCY SCORE □ Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	35
Region:(EAST NORTH CENTRAL)	43
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	37
Employee range:(500-2768886)	76
Years in Business:(3-5)	33

D&B PAYDEX



When weighted by account, Payments to suppliers average 16 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days account)

Industry Median: 78
Equals 3 Days Beyond Terms

Business and Industry Trends

△ PAYDEX □ Industry Lower Quartile ○ Industry Median Quartile * Industry Upper Quartile

Equals

D&B 3 MONTH PAYDEX



Based on payments collected 3 months ago

When weighted by account, Payments to suppliers average 17 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days account)

Industry Median: 78
Equals 3 Days Beyond Terms

7002 - Security system services

D&B RATING

Current Rating as of 06/06/2021		History since 10/03/2014	
Employee Size	Risk Indicator	Date Applied D&B Rating	
1R - 10 employees and over	3 - Moderate Risk	10/19/2020 1R4	
Previous Rating		09/06/2019 --	
		05/16/2018 1R4	
		02/13/2018 --	
		11/13/2017 1R4	
Employee Size	Risk Indicator		
1R - 10 employees and over	4 - High Risk		
Risk Average			

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behavior 16 Days Beyond Terms	% of Trade Within Terms 64%	Highest Paid To US\$ 100,000
Highest Now Owed: US\$ 100,000	Total Trade Experiences: 210 Largest High Credit: US\$ 600,000 Average High Credit: US\$ 25,240	Total Unfavorable Comments: 1 Largest High Credit: US\$ 500 Total Placed In Collections: 1 Largest High Credit: US\$ 0

D&B PAYDEX



When weighted by amount, Payments to suppliers average 16 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days account)

Industry Median 78
Equals 3 Days Beyond Terms

D&B 3 MONTH PAYDEX



Based on payments collected 3 months ago

When weighted by amount, Payments to suppliers average 17 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days account)

Industry Median 78
Equals 3 Days Beyond Terms

BUSINESS AND INDUSTRY TRENDS

T102 - Security systems services																
PAYDEX	2/20	3/20	4/20	5/20	6/20	7/20	8/20	9/20	10/20	11/20	12/20	1/21	2/21	3/21	4/21	
This Business	75	73	73	72	74	72	72	74	73	73	65	64	65	67	67	
Industry Quartile																
Upper	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	
Median	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	
Lower	-	70	-	-	69	-	-	69	-	-	69	-	-	68	-	

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US\$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	21	US\$ 4,600,000	64
50,000 - 99,999	11	US\$ 720,000	88
15,000 - 49,999	44	US\$ 995,000	63

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5,000 - 14,999	42	US\$ 300,000	65
1,000 - 4,999	50	US\$ 81,500	53
Less than 1,000	67	US\$ 22,050	64

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Collapse All Expand All

Industry Category	Number of Payment Experiences	Largest High Credit (USD)	% Within Terms (Expanded to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
*15 - Building Construction - General Contractors and Operative Builders	4	25,000	46	0	0	0	54
1531 - Operative builders	3	25,000	42	0	0	0	58
1542 - Nonresident builders	1	500	50	0	0	0	50
*17 - Construction - Special Trade Contractors	5	200,000	100	0	0	0	0
1751 - Carpentry contractor	4	55,000	100	0	0	0	0
1731 - Electrical contractor	1	200,000	100	0	0	0	0
*27 - Printing, Publishing and Allied Industries	1	100	0	0	0	0	100
2741 - Misc publishing	1	100	0	0	0	0	100
*34 - Fabricated Metal Products except Machinery and Transportation Equipment	4	5,000	48	0	0	0	52
3442 - Mfg metal does/trim	2	1,000	45	0	0	0	55
3491 - Mfg industrial valves	1	5,000	100	0	0	0	0
3444 - Mfg sheet metalwork	1	1,000	0	0	0	0	100
*35 - Industrial and Commercial Machinery and Computer Equipment	11	400,000	65	34	0	0	1

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3572 - Mfg computer storage	5	400,000	50	49	1	0	0
3579 - Mfg misc office equip	5	500	94	3	0	0	3
3575 - Mfg computer terminal	1	30,000	50	50	0	0	0
*36 - Electronic and other electrical equipment and components except computer equipment	10	200,000	99	0	1	0	0
3625 - Mfg relays/controls	4	15,000	96	0	4	0	0
3648 - Mfg misc light equip	2	200,000	100	0	0	0	0
3663 - Mfg broadcasting equip	2	200,000	100	0	0	0	0
3699 - Mfg misc elect. equip	1	20,000	100	0	0	0	0
3679 - Mfg elect. components	1	500	100	0	0	0	0
*37 - Transportation Equipment	1	2,500	0	100	0	0	0
3724 - Mfg plane engine/part	1	2,500	0	100	0	0	0
*38 - Measuring Analyzing and Controlling Instruments; Photographic Medical and Optical Goods; Watches and Clocks	4	2,500	98	0	2	0	0
3873 - Mfg watch/clock/parts	2	2,500	95	0	5	0	0
3823 - Mfg process controls	1	2,500	100	0	0	0	0
3861 - Mfg photograph equip	1	500	100	0	0	0	0

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*42 - Motor Freight Transportation and Warehousing	5	40,000	65	33	2	0	0
4213 - Trucking non-local	5	40,000	65	33	2	0	0
*45 - Transportation by Air	2	500	100	0	0	0	0
4513 - Air courier service	2	500	100	0	0	0	0
*47 - Transportation Services	11	35,000	63	16	19	1	1
4731 - Arrange cargo transpt	11	35,000	63	16	19	1	1
*48 - Communications	18	65,000	77	15	1	4	4
4813 - Telephone communictas	10	20,000	64	12	0	12	12
4812 - Radiotelephone common	6	65,000	95	3	2	0	0
4899 - Misc communictas ives	2	2,500	71	29	0	0	0
*49 - Electric, Gas and Sanitary Services	4	7,500	58	0	42	0	0
4911 - Electric services	3	7,500	66	0	34	0	0
4924 - Natural gas distrib	1	500	50	0	50	0	0
*50 - Wholesale Trade - Durable Goods	59	600,000	54	29	6	0	11
5063 - Whol electrical equip	29	300,000	53	38	8	1	0
5065 - Whol electronic parts	8	50,000	75	15	10	0	0
5045 - Whol computers/software	5	600,000	72	28	0	0	0

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5087 - Whol service equip	5	100,000	95	4	1	0	0
5031 - Whol lumber/millwork	5	100,000	45	22	33	0	0
5085 - Whol industrial suppl	3	15,000	50	50	0	0	0
5084 - Whol industrial equip	2	10,000	0	55	0	0	45
5072 - Whol hardware	1	5,000	0	50	0	0	50
5021 - Whol furniture	1	1,000	100	0	0	0	0
*51 - Wholesale Trade - Nondurable Goods	9	45,000	83	16	0	0	0
5113 - Whol service paper	6	45,000	50	49	1	0	0
5112 - Whol office supplies	2	15,000	100	0	0	0	0
5149 - Whol groceries	1	15,000	100	0	0	0	0
*55 - Automotive Dealers and Gasoline Service Stations	1	30,000	100	0	0	0	0
5511 - Ret new/used autos	1	30,000	100	0	0	0	0
*57 - Home Furniture Furnishings and Equipment Stores	2	80,000	0	50	50	0	0
5734 - Ret computer/software	2	80,000	0	50	50	0	0
*59 - Miscellaneous Retail	5	300,000	49	6	25	0	0
5943 - Ret stationery	4	5,000	88	12	0	0	0
5961 - Ret mail-order home	1	300,000	50	0	50	0	0
*60 - Depository Institutions	6	20,000	99	1	0	1	0

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6021 - Natl commercial bank	5	20,000	97	1	0	2	0
6022 - State commercial bank	1	250	100	0	0	0	0
*61 - Nondepository Credit Institutions	11	100,000	76	8	3	0	14
6159 - Misc business credit	8	5,000	51	16	5	0	28
6153 - Short-term busn credit	3	100,000	100	0	0	0	0
*72 - Business Services	30	200,000	65	5	15	0	15
7389 - Misc business service	11	15,000	81	3	16	0	0
7363 - Help supply service	7	50,000	74	19	7	0	0
7359 - Misc equipment rental	6	20,000	60	10	28	0	2
7361 - Employment agency	3	60,000	92	0	4	0	4
7373 - Computer system design	1	200,000	100	0	0	0	0
7313 - Advertising repa	1	35,000	50	0	50	0	0
7374 - Data processing svcs	1	50	0	0	0	0	100
*75 - Automotive Repair, Services and Parking	1	1,000	50	50	0	0	0
7536 - Auto glass shop	1	1,000	50	50	0	0	0
*83 - Social Services	1	750	100	0	0	0	0
8322 - Family social service	1	750	100	0	0	0	0

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*93 - Public Finance Taxation and Monetary Policy	6	15,000	100	0	0	0	0
9311 - Public finance	6	15,000	100	0	0	0	0
*94 - Administration of Human Resource Programs	1	5,000	100	0	0	0	0
9431 - Admin public health	1	5,000	100	0	0	0	0
*99 - Nonclassifiable Establishments	24	40,000	61	28	0	11	0
9999 - Nonclassified	24	40,000	61	28	0	11	0

TRADE LINES

Date of Experience -	Payment Status	Selling Terms	High Credit (US\$)	New Order (US\$)	Fast Pay (US\$)	Months Since Last Sale
11/21	Pays Promptly	N30	15,000	7,500	1,000	1
11/21	Pays Prompt to Slow 60+	N30	7,500	0	0	1
11/21	Pays Prompt to Slow 60+	N30	500	0	0	Between 6 and 12 Months
11/21	Pays Slow 30+	N30	1,000	1,000	1,000	1
10/21	payment-status-discount	-	500	0	0	Between 6 and 12 Months
10/21	Pays Promptly	-	0	100	0	1
10/21	Pays Promptly	-	200,000	15,000	5,000	1
10/21	Pays Promptly	-	100,000	95,000	750	1
10/21	Pays Promptly	N30	95,000	40,000	0	1
10/21	Pays Promptly	N30	65,000	0	0	Between 2 and 3 Months
10/21	Pays Promptly	-	55,000	0	0	Between 4 and 5 Months
10/21	Pays Promptly	-	20,000	0	0	1
10/21	Pays Promptly	N30	20,000	7,500	2,500	-
10/21	Pays Promptly	-	20,000	20,000	0	1
10/21	Pays Promptly	-	15,000	0	0	1
10/21	Pays Promptly	-	15,000	2,500	0	1
10/21	Pays Promptly	-	15,000	0	0	1
10/21	Pays Promptly	-	10,000	250	0	1
10/21	Pays Promptly	-	7,500	0	0	Between 6 and 12 Months
10/21	Pays Promptly	-	7,500	0	0	1
10/21	Pays Promptly	-	5,000	5,000	2,500	1
10/21	Pays Promptly	-	5,000	250	0	1
10/21	Pays Promptly	-	5,000	0	0	Between 6 and 12 Months
10/21	Pays Promptly	-	2,500	0	0	Between 2 and 3 Months
10/21	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
10/21	Pays Promptly	N30	2,500	0	0	1
10/21	Pays Promptly	-	2,500	2,500	0	1
10/21	Pays Promptly	-	2,500	250	0	1
10/21	Pays Promptly	-	1,000	1,000	0	1
10/21	Pays Promptly	-	1,000	500	0	1
10/21	Pays Promptly	-	1,000	750	0	1
10/21	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
10/21	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
10/21	Pays Promptly	-	750	750	0	1
10/21	Pays Promptly	-	750	0	0	Between 2 and 3 Months
10/21	Pays Promptly	-	750	500	0	1
10/21	Pays Promptly	-	750	0	0	Between 2 and 3 Months
10/21	Pays Promptly	-	500	0	0	Between 2 and 3 Months
10/21	Pays Promptly	-	500	500	0	Between 2 and 3 Months
10/21	Pays Promptly	-	500	0	0	Between 2 and 3 Months
10/21	Pays Promptly	-	250	100	0	1

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10/21	Pays Promptly	-	250	50	0	1
10/21	Pays Promptly	-	250	0	0	Between 6 and 12 Months
10/21	Pays Promptly	-	250	0	0	Between 6 and 12 Months
10/21	Pays Promptly	Lease Agreeemnt	250	250	0	1
10/21	Pays Promptly	-	250	0	0	Between 4 and 5 Months
10/21	Pays Promptly	-	100	100	0	1
10/21	Pays Promptly	-	100	100	0	1
10/21	Pays Promptly	-	100	0	0	Between 6 and 12 Months
10/21	Pays Promptly	-	50	50	0	1
10/21	Pays Prompt to Slow 15+	-	1,000	250	0	1
10/21	Pays Prompt to Slow 30+	-	400,000	300,000	10,000	1
10/21	Pays Prompt to Slow 30+	-	200,000	25,000	10,000	1
10/21	Pays Prompt to Slow 30+	-	45,000	0	0	Between 6 and 12 Months
10/21	Pays Prompt to Slow 30+	-	40,000	40,000	10,000	1
10/21	Pays Prompt to Slow 30+	-	30,000	2,500	0	1
10/21	Pays Prompt to Slow 30+	-	15,000	5,000	2,500	1
10/21	Pays Prompt to Slow 30+	-	1,000	0	0	Between 2 and 3 Months
10/21	Pays Prompt to Slow 30+	-	250	100	0	1
10/21	Pays Prompt to Slow 60+	-	15,000	0	0	Between 6 and 12 Months
10/21	Pays Prompt to Slow 60+	-	1,000	1,000	1,000	1
10/21	Pays Prompt to Slow 60+	-	40,000	15,000	0	1
10/21	Pays Prompt to Slow 90+	-	1,000	500	500	Between 6 and 12 Months
10/21	Pays Prompt to Slow 150+	N30	500	0	0	Between 6 and 12 Months
10/21	Pays Slow 15+	-	1,000	0	0	Between 6 and 12 Months
10/21	Pays Slow 25+	N30	50	0	0	Between 6 and 12 Months
10/21	Pays Slow 30+	-	0	50	50	-
10/21	Pays Slow 30+	-	25,000	20,000	15,000	1
10/21	Pays Slow 30+	-	10,000	2,500	2,500	1
10/21	Pays Slow 30+	-	7,500	0	0	Between 6 and 12 Months
10/21	Pays Slow 30+	-	5,000	0	0	Between 6 and 12 Months
10/21	Pays Slow 30+	-	100	0	0	Between 6 and 12 Months
10/21	Pays Slow 35+	N30	1,000	250	0	-
10/21	Pays Slow 15-90+	-	100	100	100	-
10/21	Pays Slow 90+	-	1,000	0	0	Between 6 and 12 Months
10/21	Pays Slow 90+	-	100	100	100	-
10/21	Pays Slow 30-120+	-	10,000	10,000	10,000	1
10/21	Pays Slow 120+	-	500	0	0	Between 6 and 12 Months
10/21	Pays Slow 60-120+	-	7,500	7,500	7,500	-
09/21	-	Cash account	0	0	0	Between 6 and 12 Months

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experiences	Total Amount
Cash experiences	63	US\$ 17,750
Payment record unknown	9	US\$ 76,250
Unfavorable comments	1	US\$ 500
Placed for collections	1	US\$ 0
Total in D&B's file	310	US\$ 6,813,050

Corporate Linkage

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PARENT

Company	City , State	D-U-N-S® NUMBER
CONVERGENT TECHNOLOGIES GROUP HOLDINGS, LLC	SCHAUMBURG , Illinois	11-715-3871

SUBSIDIARIES (DOMESTIC)

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Company	City , State	D-U-N-S® NUMBER
INTEGRATED SECURITY SYSTEMS INC.	MIAMI , Florida	08-779-5902
T. L. GARDEN & ASSOCIATES, INC.	MANASSAS , Virginia	09-869-2213
SI TECHNOLOGIES, INC.	ALBANY , New York	80-267-2980
CVC II, INC.	BETHEL , Connecticut	92-991-8019
SIGNET TECHNOLOGIES, INC.	BELTSVILLE , Maryland	17-185-6222
SECURITY SOLUTIONS & MANAGEMENT LLC	MATTHEWS , North Carolina	96-715-5933
TOTAL RECALL CORPORATION	SUFFERN , New York	18-183-7808
GENESIS SECURITY SYSTEMS, LLC	GERMANTOWN , Maryland	11-949-6516
DDCI, INC.	ORLANDO , Florida	02-557-9793
INNOVATIVE MEDICAL SYSTEMS, INC.	GRAND RAPIDS , Michigan	18-517-1923
HAMILTON SMITH INC	AMARILLO , Texas	11-781-4812
PREMIER SECURITY GROUP, INC.	FRESNO , California	82-678-3313
SIMPSON SECURITY SYSTEMS, INC.	ALEXANDRIA , Louisiana	80-791-1631

SUBSIDIARIES (INTERNATIONAL)

Company	City , Country or Region	D-U-N-S® NUMBER
Convergint Technologies Ltd	CALGARY , CANADA	20-142-2578
BA1 CONSULTING LTD	LONDON , UNITED KINGDOM	22-163-2976
Thermo Automation Canada Ltd	MISSISSAUGA , CANADA	24-421-0753
Convergint Technologies Schweiz AG	MUTTENZ , SWITZERLAND	48-244-5462

BRANCHES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER

CONVERGENT TECHNOLOGIES LLC	CINCINNATI , Ohio	06-113-0527
CONVERGENT TECHNOLOGIES LLC	SAN DIEGO , California	10-076-2975
CONVERGENT TECHNOLOGIES LLC	JOHNSTON , Iowa	10-794-8767
CONVERGENT TECHNOLOGIES LLC	ANAHEIM , California	12-238-9807
CONVERGENT TECHNOLOGIES LLC	CHICAGO , Illinois	15-351-6047
CONVERGENT TECHNOLOGIES LLC	CASSELBERRY , Florida	78-051-7582
CONVERGENT TECHNOLOGIES LLC	BALTIMORE , Maryland	79-768-4057
CONVERGENT TECHNOLOGIES LLC	PORTLAND , Oregon	79-985-5080
CONVERGENT TECHNOLOGIES LLC	HOUSTON , Texas	79-985-5148
CONVERGENT TECHNOLOGIES LLC	CARROLLTON , Texas	79-985-5486
CONVERGENT TECHNOLOGIES LLC	RENTON , Washington	79-985-4281
CONVERGENT TECHNOLOGIES LLC	GREENSBORO , North Carolina	87-632-8725
CONVERGENT TECHNOLOGIES LLC	COLUMBIA , Maryland	78-656-7045
CONVERGENT TECHNOLOGIES LLC	RICHMOND , Virginia	78-630-8606
CONVERGENT TECHNOLOGIES LLC	RIDGEFIELD , New Jersey	83-162-6333
CONVERGENT TECHNOLOGIES LLC	OMAHA , Nebraska	83-162-6358
CONVERGENT TECHNOLOGIES LLC	EDINA , Minnesota	83-162-6325
CONVERGENT TECHNOLOGIES LLC	PALATINE , Illinois	83-162-6374
CONVERGENT TECHNOLOGIES LLC	ANKENY , Iowa	83-162-6341
CONVERGENT TECHNOLOGIES LLC	TEMPE , Arizona	83-162-6366
CONVERGENT TECHNOLOGIES LLC	SAINT ROSE , Louisiana	96-190-0854
CONVERGENT TECHNOLOGIES LLC	YORKTOWN , Virginia	03-094-5720
CONVERGENT TECHNOLOGIES LLC	BIXBY , Oklahoma	03-332-2691
CONVERGENT TECHNOLOGIES LLC	AUSTIN , Texas	05-183-2486
CONVERGENT TECHNOLOGIES LLC	NASHVILLE , Tennessee	93-152-4883

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This list is limited to the first 25 branches.

AFFILIATES (DOMESTIC)

Company	City , State	D-U-S@ NUMBER
CONVERGENT TECHNOLOGIES HOLDING COMPANY	SCHAUMBURG , Illinois	11-787-1955

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Legal Events

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Bankruptcies	Judgments	Liens	Suits
No	0	0	0
	Latest Filing >	Latest Filing >	Latest Filing >
UCCs			
47			
Latest Filing: 12/17/2021			

EVENTS

UCC Filing - Original

Filing Date	09/22/2021
Filing Number	2021 7569495
Received Date	11/16/2021
Collateral	Leased Computer equipment - Leased Equipment
Secured Party	C T CORPORATION SYSTEM, AS REPRESENTATIVE, GLENDALE, CA
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	08/13/2021
Filing Number	2021 6402730
Received Date	09/24/2021
Collateral	Accounts receivable and proceeds - Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
Secured Party	CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES, NEW YORK, NY
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

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UCC Filing - Amendment	
Filing Date	06/28/2021
Filing Number	2021 5028908
Received Date	06/03/2021
Collateral	Leased Computer equipment
Original Filing Date	11/30/2020
Original Filing Number	2020 8358857
Secured Party	C T CORPORATION SYSTEM, AS REPRESENTATIVE, GLENDALE, CA
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Assignment	
Filing Date	06/28/2021
Filing Number	2021 5029260
Received Date	06/03/2021
Original Filing Date	11/30/2020
Original Filing Number	2020 8358857
Secured Party	C T CORPORATION SYSTEM, AS REPRESENTATIVE, GLENDALE, CA
Secured Party	STONEBRIAR COMMERCIAL FINANCE LLC, PLANO, TX
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Original	
Filing Date	06/11/2021
Filing Number	2021 4557295
Received Date	07/20/2021
Collateral	Leased Computer equipment - Leased Equipment
Secured Party	C T CORPORATION SYSTEM, AS REPRESENTATIVE, GLENDALE, CA
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Original	
Filing Date	03/31/2021
Filing Number	2021 2521657
Received Date	06/18/2021
Collateral	All Assets
Secured Party	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT, NEW YORK, NY

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Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Original	
Filing Date	03/31/2021
Filing Number	2021 2521475
Received Date	06/18/2021
Collateral	All Assets
Secured Party	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT, NEW YORK, NY
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Termination	
Filing Date	03/31/2021
Filing Number	2021 2531656
Received Date	07/16/2021
Original Filing Date	02/02/2018
Original Filing Number	2018 0778882
Secured Party	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT, NEW YORK, NY
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Termination	
Filing Date	03/31/2021
Filing Number	2021 2531664
Received Date	07/16/2021
Original Filing Date	02/01/2018
Original Filing Number	2018 0762928
Secured Party	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT, NEW YORK, NY
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Amendment	
Filing Date	03/19/2021
Filing Number	2021 2194133
Received Date	06/11/2021

Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
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Collateral	Leased Computer equipment
Original Filing Date	08/28/2020
Original Filing Number	2020 5944436
Secured Party	C T CORPORATION SYSTEM, AS REPRESENTATIVE, GLENDALE, CA
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Assignment	
Filing Date	03/19/2021
Filing Number	2021 2196203
Received Date	06/11/2021
Original Filing Date	08/28/2020
Original Filing Number	2020 5944436
Secured Party	C T CORPORATION SYSTEM, AS REPRESENTATIVE, GLENDALE, CA
Secured Party	STONEBRIAR COMMERCIAL FINANCE LLC, PLANO, TX
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Original	
Filing Date	11/30/2020
Filing Number	2020 8358857
Received Date	05/04/2021
Collateral	Leased Computer equipment - Leased Equipment
Secured Party	C T CORPORATION SYSTEM, AS REPRESENTATIVE, GLENDALE, CA
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Original	
Filing Date	08/28/2020
Filing Number	2020 5944436
Received Date	09/23/2020
Collateral	Leased Computer equipment - Leased Equipment
Secured Party	C T CORPORATION SYSTEM, AS REPRESENTATIVE, GLENDALE, CA
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
UCC Filing - Original	
Filing Date	02/02/2018

Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
Proposal for RFP 22-07 Facility Technology Integration & Security System Services

Filing Number	2018 0778882
Received Date	03/02/2018
Collateral	All Assets
Secured Party	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT, NEW YORK, NY
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	02/01/2018
Filing Number	2018 0762928
Received Date	04/10/2018
Collateral	All Assets
Secured Party	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT, NEW YORK, NY
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	04/21/2017
Filing Number	20172619457
Received Date	07/17/2017
Original Filing Date	09/26/2012
Original Filing Number	2012 3712421
Secured Party	ALLY BANK
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	03/04/2016
Filing Number	20161313517
Received Date	04/05/2016
Original Filing Date	09/26/2012
Original Filing Number	2012 3712421
Secured Party	ALLY BANK, NEW YORK, NY
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners Proposal for RFP 22-07 Facility Technology Integration & Security System Services

Filing Date	11/17/2014
Filing Number	2014 4628663
Received Date	12/19/2014
Original Filing Date	09/26/2012
Original Filing Number	2012 3712421
Secured Party	ALLY BANK
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amended

Filing Date	05/07/2014
Filing Number	2014 1799733
Received Date	06/17/2014
Original Filing Date	09/26/2012
Original Filing Number	2012 3712421
Secured Party	ALLY BANK, NEW YORK, NY
Secured Party	ALLY COMMERCIAL FINANCE LLC, NEW YORK, NY
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	09/26/2012
Filing Number	2012 3712421
Received Date	10/18/2012
Collateral	All Assets
Secured Party	ALLY COMMERCIAL FINANCE LLC, NEW YORK, NY
Debtor	CONVERGENT TECHNOLOGIES LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

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There may be additional UCC Filings in DRI's file on this company available by contacting 1-800-234-3837.

Special Events

SPECIAL EVENTS

Date	Event Description
12/30/2021	SALE OF ASSET: According to published reports, Ares Management Corporation, DUNS 052018806, (Los Angeles, CA) and Convergent Technologies, DUNS 029640740, (Schaumburg, IL) announced that Leonard Green & Partners, L.P., DUNS 616805719, (Los Angeles, CA) and funds managed by Harvest Partners, LP, DUNS 793478293, (New York, NY) have purchased equity in Convergent from a fund managed by Ares Private Equity Group and other existing shareholders.

Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners Proposal for RFP 22-07 Facility Technology Integration & Security System Services

11/11/2021 MERGER/ACQUISITION: According to published reports, Convergent, DUNS 029640740, (Schaumburg, IL) announced the acquisition of Simpson Security Systems, DUNS 807911631, (Alexandria, LA).

08/09/2021 MERGER/ACQUISITION: According to published reports, Convergent, DUNS 029640740, (Schaumburg, IL) announced the acquisition of Premier Security Group, DUNS 826783313, (Fresno, CA).

Financials - D&B

Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON

	Fiscal Individual 12/31/2020	Last 1 years
Current Assets:	620,110,000	-
Current Liabilities:	497,807,000	-
Tangible Net Worth	1,756,844,000	-
Sales:	1,335,671,000	-
Current Ratio	1.51	-
Working Capital	312,303,000	-
Other Assets:	1,699,625,000	-
Long Term Liabilities:	156,464,000	-

D&B currently has no financial information on file for this company.

D&B currently has no financial information on file for this company.

D&B currently has no financial information on file for this company.

D&B currently has no financial information on file for this company.

D&B currently has no financial information on file for this company.

Company Profile

COMPANY OVERVIEW

D-U-N-S 02-964-0740	Mailing Address UNITED STATES	Annual Sales USD 1,335,671,000
Legal Form Corporation (US)	Telephone +1 847-626-5000	Employees 3,658 (125 base)
History Record Clear	Website www.convergent.com	Age (Year Started) 21 Years (2001)
Date Incorporated 05/25/2001	Present Control Succeeded 2018	Named Principal Ken Lockhart, CEO
Business Commenced On 2001	SIC 73829001	Line of Business Security systems services
State of Incorporation DELAWARE	NAICS 561621	
Ownership Not publicly traded		

BUSINESS REGISTRATION	
Corporate and business registrations reported by the secretary of state or other official sources as of: 2007-01-30 This data is for informational purposes only; verification can only be obtained through the Office of the Secretary of State.	
Registered Name	CONVERGINT TECHNOLOGIES LLC
Corporation Type	Corporation (US)
State of Incorporation	DELAWARE
Registration ID	3396551
Registration Status	STATUS NOT AVAILABLE
Filing Date	05/25/2001
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION
Registered Agent	
Name	NATIONAL CORPORATE RESEARCH, LTD.
Address	615 SOUTH DUPONT HWY, DOVER, DE, 199010000

Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners Proposal for RFP 22-07 Facility Technology Integration & Security System Services

PRINCIPALS

Officers

KEN LOCHARTTO, CEO
DAN MOCERI, CSM
JIM BOUTWELL, PRES-OOO
MIKE MATTHEW, EXEC V PRES
SEAN FLINT, EXEC V PRES

Directors

THE OFFICER(S)

COMPANY EVENTS

The following information was reported on: 11/19/2021

The Delaware Secretary of State's business registration file showed that Convergent Technologies LLC was registered as a Limited Liability Company on May 25, 2011, under the registration number 3396551.

Although this company operates as a Limited Liability Company, the members have elected to use officer titles to denote areas of responsibility.

Business started 2011.

RECENT EVENTS

On November 26, 2021, sources stated that Convergent Technologies LLC, Schaumburg, IL, has acquired Stargate Security Systems, Inc., Alexandria, LA, on November 24, 2021. With the acquisition, Stargate Security Systems, Inc. will now operate as a subsidiary of Convergent Technologies LLC. Employees and management were retained. Terms of the deal were not disclosed. Further details are unavailable.

On September 3, 2021, sources stated that Convergent Technologies LLC, Schaumburg, IL, has acquired Premier Security Group, Inc., Fresno, CA, on August 3, 2021. With the acquisition, Premier Security Group, Inc. will now operate as a subsidiary of Convergent Technologies LLC. Employees and management were retained. Terms of the deal were not disclosed. Further details are unavailable.

On August 3, 2021, sources stated that Convergent Technologies LLC, Schaumburg, IL, a subsidiary of Convergent Technologies Group Holdings, Inc., Schaumburg, IL, has completed the acquisition of Cactus Vault Corporation, Bethel, CT, including its Breakdown and Cactus Vault divisions on May 3, 2021. With the acquisition, Cactus Vault Corporation has changed its name to CVC II, Inc. and will now operate as a subsidiary of Convergent Technologies LLC. Employees and management were retained. Terms of the transaction were not disclosed. Further details are unavailable.

On April 26, 2021, sources stated that Convergent Technologies LLC, Schaumburg, IL, has acquired the Asia Pacific Electronic Security Business from Diebold Nixdorf, Incorporated, North Canton, OH, on April 5, 2021. Terms of the transaction were not disclosed. Further details are unavailable.

On December 17, 2020, sources stated that Convergent Technologies LLC, Schaumburg, IL, has acquired Innovative Medical Systems, Inc., Grand Rapids, MI, on December 4, 2020 and South Hamilton, Inc., Annapolis, TX, on December 3, 2020. With the acquisition, Innovative Medical Systems, Inc. and South Hamilton, Inc. will now operate as a subsidiary of Convergent Technologies LLC. Employees and management were retained. Terms of the transaction were not disclosed. Further details are unavailable.

On July 28, 2020, sources stated that Convergent Technologies LLC, Schaumburg, IL, has acquired T. L. Gaskin & Associates, Inc., 4th Life Safety Solutions Integrators, Mechanicsville, VA, on September 4, 2019. With the acquisition, T. L. Gaskin & Associates, Inc. became a subsidiary of Convergent Technologies LLC. Employees and management were retained. Terms of the deal were not disclosed. Further details are unavailable.

On January 21, 2020, sources stated that Convergent Technologies LLC, Schaumburg, IL, has acquired Spectrum Financial Systems, Inc., Mooresville, NC. With the acquisition, Spectrum Financial Systems, Inc. will now operate as a branch of Convergent Technologies LLC. Terms of the deal were not disclosed. Further details are unavailable.

KEN LOCHARTTO: 2014-present active here.

DAN MOCERI: 2011-present active here.

JIM BOUTWELL: Prior to joining Convergent, Jim worked at Siemens Building Technologies for 18 years where he was a Senior Vice President for the western region.

MIKE MATTHEW: Prior to Convergent, Mike held several positions at Enhance Controls over a 15-year career there.

SEAN FLINT: 2016-present active here. Sean served in leadership roles with Tyco/Templar Grinnell from 1999 to 2015. From 2014 to 2015, Sean served as the President of UTC Fire & Security.

AFFILIATE: The following are related through common principals, management and/or ownership:

Convergent Technologies, LP, Mountain View, CA, DUNS #420-8470. Commercial physical and biological research. Intercompany relations: Undetermined.

Area Management, L.P., Los Angeles, CA, Started 1997. DUNS #5281886. Operates as a provider of investment advice.

Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners Proposal for RFP 22-07 Facility Technology Integration & Security System Services

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 11/29/2021

Business Information

Trade Name	(SUBSIDIARY OF CONVERGENT TECHNOLOGIES GROUP HOLDINGS INC, SCHAMBURG, IL)
Description	Subsidiary of Convergent Technologies Group Holdings Inc, Schaumburg, IL, started 2001 which operates as security systems services provider. As noted, this company is a subsidiary of Convergent Technologies Group Holdings Inc, Duns number 11-715-3871, and reference is made to that report for background information on the parent and its management. Provides security systems services, specializing in burglar alarm maintenance and monitoring (100%). Terms are Net 30 days. Sells to commercial concerns and government. Territory - International.
Employees	3,658. 125 employed here.
Financing Status	Secured
Financial Condition	Good
Seasonality	Nonsessional.
Tenure	Rents
Facilities	Rents 30,000 sq. ft. in a single story brick building.
Location	Suburban business section on side street.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
7382	Security systems services	-
73829901	Burglar alarm maintenance and monitoring	-
NAICS Codes	NAICS Description	
561621	Security Systems Services (except Lockers/Bo)	

GOVERNMENT ACTIVITY

Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	Yes
Grantee	No
Party excluded from federal program(s)	No

Associations

All Credit Files with Same D-U-N-S® Number as this D&B Live Report

ALL CREDIT FILES WITH SAME D-U-N-S® NUMBER AS THIS D&B LIVE REPORT

Company Name	Type	Status	Date Created
CONVERGENT TECHNOLOGIES LLC	D&B LiveReport D-U-N-S Number 02-964-0740	Tracked	04/18/2009
CONVERGENT TECHNOLOGIES LLC	Snapshot D-U-N-S Number 02-964-0740	Saved	07/18/2014
CONVERGENT TECHNOLOGIES LLC	D&B LiveReport D-U-N-S Number 02-964-0740	Tracked	03/26/2021
CONVERGENT TECHNOLOGIES LLC	D&B LiveReport D-U-N-S Number 02-964-0740	Tracked	03/26/2021

Your Information

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: [View](#)

Account Number	Endorsement/Billing Reference *	Sales Representatives
	henry.kedzierski@convergint.com	
Credit Limit	Total Outstanding	
0	0	

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D. Describe any green or environmental initiatives or policies.

Convergent is dedicated to developing a company culture where leadership and individual colleagues are committed to making responsible decisions. This ensures:

- The health and safety of our colleagues, customers, business associates, and the communities in which we operate
- The protection of our environment through responsible resource and waste management
- Sustainability by decision-making and company practices that integrates social, economic, and environmental considerations to meet present needs without compromising future generations

Convergent pledges to make continual, measurable improvements in our colleagues' health and safety, as well as the environmental aspects of our operations and services.



Environment | Convergent's policy is to operate environmentally soundly by ensuring that our processes and procedures support a common concern for the environment. Convergent takes steps to monitor our use of fuel, electrical energy, water, paper, and waste products. All Convergent colleagues and business associates are expected to operate facilities and equipment safely, resourcefully, and in an environmentally friendly manner. Convergent colleagues ensure safe and efficient handling of our products, conserve and recycle our by-products, and minimize waste. All worksite assessments conducted by Convergent colleagues include consideration for the surrounding habitat.



Sustainability | Convergent is committed to excellence in providing a healthy and safe working environment and supporting environmentally sound practices in conducting security equipment maintenance activities. Using the Environmental Protection Agency (EPA) Energy Star standards as our guide, we seek efficient items for all equipment maintenance replacements or system upgrades. Whenever possible, Convergent will use Energy Star or green products and processes if those products meet OMNIA's members' primary security requirements.

E. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.



Convergent strives to foster a supportive, accessible, and inclusive environment. We recognize the critical importance of diversity in our workforce to reach our goal of being our customers' best service provider. To achieve this, Convergent has committed to the mission statement and supporting principles and initiatives below.

Inclusion and Diversity Mission Statement

To become the most equitable and inclusive global service provider by leveraging diverse talent and creating a culture where all colleagues can achieve their maximum potential.

Inclusion and Diversity Principles

- Foster an accessible environment in which all colleagues are recognized and valued
- Zero-tolerance policy for any form of intimidation, bullying, or harassment

- Promote inclusion, diversity, and equality in the workplace
- Expect and encourage all colleagues to treat everyone with dignity and respect
- Provide a safe space for anyone subject to discrimination to raise their concerns
- Ensure accessibility and inclusivity in all physical and digital workspaces, allowing colleagues to participate and work to their full potential



Convergent's Inclusion and Diversity Council (which includes Katelyn Wheeler and Yaruba Tate) visiting Howard University to speak with the Dean on hiring graduates from historically Black Colleges and Universities.

Inclusion and Diversity Initiatives

- Improve recruitment and hiring processes to be more diverse and inclusive in approach
- Create safe spaces for underrepresented groups to voice their experiences and concerns
- Review and audit employment practices, procedures, and diversity performance annually
- Evolve and leverage our values and beliefs to provide a foundation of inclusion and diversity across Convergent
- Ensure training, development, and progression opportunities are made available to all colleagues based on merit
- Consider diversity policies of current and potential partners in procurement decisions

Convergent has developed an **Inclusion and Diversity Council** as a working advisory body to Convergent leadership. The functions and responsibilities of the Inclusion and Diversity Council are as follows:

- Serve as a communication channel through which all colleagues can express ideas as they relate to inclusion and diversity issues
- Review Convergent's programs, policies, and initiatives, including strategic action plans, reports, and policy statements as they relate to inclusion and diversity
- Provide periodic updates on the Council's goals and progress to organizational leadership and all colleagues
- Provide advice and consultation to the Vice President of Inclusion and Diversity, Yaruba Tate, on the development and implementation of the organization's initiatives
- Ensure diversity, equality, and accessibility are considered in strategic management initiatives and that strategic planning is aligned with inclusion and diversity objectives
- Develop and support initiatives aimed at promoting inclusion and diversity
- Support all levels of leadership in their efforts to enhance and promote inclusion and diversity

Convergent Affinity Groups

- **Convergent Women Connect** – An affinity group that aims to evolve Convergent’s culture through advocacy, education, philanthropy, and visibility. Our goal is threefold: to increase the number of women and women leaders at Convergent, to lift the voices of underrepresented women, and make Convergent an inclusive environment for all women
- **Unify: A Black Affinity Group** – An affinity group that aims to help create a more inclusive work environment by providing education and support surrounding tough topics that affect Black colleagues, promoting a respectful workplace, and advancing internal and external diversity initiatives
- **Unidos: A Hispanic and Latinx Affinity Group** – An affinity group whose objective is to help create a more inclusive work environment by providing education and support surrounding challenging topics that affect Hispanic and Latinx colleagues
- **Disability Connect** – An affinity group whose purpose is to help make Convergent a more accessible, inclusive, and equitable place for colleagues with disabilities through advocacy, education, and increasing their visibility
- **AAPI Connect: An Asian American Pacific Islander Affinity Group** – An affinity group whose purpose is to help create a more inclusive work environment, provide a collective voice around shared issues or concerns, promote a respectful workplace, and advance internal and external diversity initiatives
- **Veterans Connect** – An affinity group whose purpose is to enhance the work environment for our Veterans, recruit and retain Veterans, and highlight the value of the Veteran skillset across Convergent



Diversity and Subcontractor Hiring Process

Convergent has a vigorous hiring process for tractors. To best utilize the full staffing contribution of each partner, all Convergent partners proactively submit candidates to create a qualified portfolio for each labor category. Convergent conducts a thorough candidate vetting process, including confirming qualifications and experience to satisfy labor category requirements and ensuring candidates have the proper clearance to perform the work. The selection of the most qualified candidates to meet specific customer requirements is determined using a range of attributes, including skill, fit, experience, and cost. Convergent has established corporate

infrastructures with flexible management structures to respond to all projects by providing specialized expertise and increased workload for urgent, time-critical requirements.

Convergent subcontractors are chosen for their history of acquiring and maintaining adequate staffing levels and maximizing retention.

Convergent has experienced the benefit of working with locally owned businesses within our employee and customer areas. Convergent personnel live and work in the local communities where the OMNIA members maintain facilities and operations. From our perspective, this is mutually beneficial for all involved.

Convergent understands how difficult it can be for a small business with good people and service culture to connect with larger organizations. Convergent designed a Subcontractor Diversity Program to make it easier to contact the right people within North American office locations. At Convergent, every potential minority provider is evaluated based on meeting the following requirements:

- Be certified as a minority, women, or disabled-owned for-profit business enterprise which is at least 51% owned, operated, and controlled by US citizens who belong to any of the following groups: women, African American, Asian American, Hispanic American, Native American, or disabled American
- Have a minimum three-year business history
- Meet above-average quality standards
- Offer competitive pricing on goods and services
- Provide value-added products and services
- Meet insurance and indemnification requirements
- Provide at least three (3) customer references

F. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

G. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Convergent has relationships with and utilizes subcontractors for many labor categories in locations across the nation. Convergent subcontractors are chosen for their history of acquiring and maintaining adequate staffing levels and maximizing retention.

Convergent understands how difficult it can be for minority-owned businesses to connect with larger organizations. Convergent designed a Subcontractor Diversity Program which is detailed in our response to question "TAB 3 – PERFORMANCE CAPABILITY, A., 3.1, E."

Inclusion & Diversity Mission Statement

To become the most **equitable** and **inclusive** global service provider by leveraging diverse talent and creating a culture where all colleagues can achieve their maximum potential

Inclusion & Diversity Principles

- » We foster an accessible environment in which all colleagues are recognized and valued.
- » We have a zero-tolerance policy for any form of intimidation, bullying, or harassment.
- » We believe it is Convergent's corporate responsibility to promote inclusion, diversity, and equality in the workplace.
- » We expect and encourage all colleagues to treat everyone with dignity and respect.
- » We provide a safe space for anyone who has been subject to discrimination to raise their concerns.
- » We ensure accessibility and inclusivity in all physical and digital workspaces, allowing colleagues to participate and work to their full potential.

Inclusion & Diversity Initiatives

- » Improve recruitment and hiring processes so that we are more diverse and inclusive in our approach.
- » Create safe spaces for underrepresented groups to voice their experiences and concerns.
- » Review and audit employment practices, procedures, and diversity performance annually to ensure alignment with our principles.
- » Provide education and training on Inclusion & Diversity to all colleagues.
- » Evolve and leverage Values & Beliefs to provide a foundation of Inclusion & Diversity across Convergent.
- » Ensure training, development, and progression opportunities are made available to all colleagues based on merit.
- » Regularly review all our employment practices and procedures so that fairness is always maintained.
- » Consider diversity policies of current and potential partners in procurement decisions.

H. Describe how supplier differentiates itself from its competitors.

Convergint provides vital differentiators that set us apart from our competitors; some of them are outlined in the table below.

Our Differentiators	
Nationwide Footprint 	Our presence provides OMNIA members with available, certified, trained, and experienced technicians to support their contracts.
Certified Personnel 	OMNIA members gain access to over 1,200 active Convergint field personnel with recent and relevant experience supporting the government.
Safety First 	Convergint culture is founded on safety, with mandatory safety training performed every week for colleagues across the company.
Product Expertise: The Premier Security Systems Integrator 	Convergint is the world's largest VAR of Lenel, Software House, Genetec, and Avigilon. We leverage our status as the largest independent security systems integrator to negotiate aggressive pricing from our manufacturers, which allows us to provide OMNIA members with exceptional value.
Unique Tools Such as iCare 	iCare is Convergint's web-based portal promoting transparency, improving customer service, and reducing cost through operational efficiencies. iCare is a fully integrated tool connected to all aspects of the Convergint enterprise, from schedulers to technicians in the field.
Federal, State, and Local Experience 	Convergint has the highest security, IT, and building integration occurring today. Convergint has been named the 2021 #1 Systems Integrator of the year by SDM Magazine for the Fourth Year in a Row.
Our People 	We are the fastest growing and leading security integrator because of our people. In a recent colleague survey, 97.5% of our colleagues believe that Convergint is a great company to work for, and 99.5% believe the future at Convergint is excellent.

I. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Convergint is proud of our high ethical standards and strong customer service focus. There are no pending or threatened claims reasonably likely to have a materially adverse effect on our financial stability.



Joanna Cornwell
1 Commerce Dr, Schaumburg, IL 60613
joanna.cornwell@convergint.com
847-380-2118

Re: Litigation involving Convergint Technologies LLC

Dear Sir or Madam:

As a worldwide organization with 150 locations and over 6,000 colleagues, we have a number of insurance claims and litigation matters pending at any given time. However, neither the number nor the nature of currently pending (or past) insurance claims or litigation matters are unusual for a company of our size and there are no pending or threatened claims reasonably likely to have a materially adverse effect on our financial stability.

We are proud of our high ethical standards and our strong customer service focus, which have contributed to Convergint being named SDM #1 Systems Integrator in North America 2020.

If you have questions or additional information, please don't hesitate to contact me.

Sincerely,

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

Joanna Cornwell
Assistant Secretary



- J. Felony Conviction Notice: Indicate if the supplier**
- a. is a publicly held corporation and this reporting requirement is not applicable**
 - b. is not owned or operated by anyone who has been convicted of a felony**
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions**

Convergint indicates “b. is not owned or operated by anyone who has been convicted of a felony.”

- K. Describe any debarment or suspension actions taken against supplier.**

Convergint has not had any suspensions or debarments applied to our organization in the company's history.

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.**

Please see Convergint's response above in “TAB 2 – PRODUCTS/PRICING, iii.”

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.**

Convergint has well-established business processes across our distribution partner base. As standard practice, Convergint's key distributor manufacturing partners are in constant communication with updates on existing inventory levels and general information on any product families potentially being impacted by supply disruptions. Convergint continually reviews the potential for product shortages and supply chain stability to be proactive rather than reactive. With the help of our distribution partners, Convergint stays informed on the assembly and factory locations to help us understand where potential delays might be occurring due to work restrictions or logistics delays arising outside of the US. Convergint monitors which suppliers may face shortages, based on raw material and components to full assemblies and even possible logistics delays, such that scheduling can be re-aligned as necessary. Convergint and its major partners have not faced any significant product supply disruption during our long-standing relationships.

Convergint seeks continuous improvement regarding our product supplier partners, works with partners that exhibit social responsibility related to their manufacturing operations, and has communicated at both the product and corporate level. Convergint project teams regularly coordinate activity across various locations with product vendors. Key product partners hold regularly scheduled business review meetings with Convergint's leadership to discuss supply chain procedures.

All products and services will be offered under the Master Agreement, including US Territories and Outlying Areas.

- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.**

Convergent has a strict compliance policy ensuring all proposals are reviewed for compliance before submission to OMNIA members. This process ensures that each OMNIA member obtains the proper pricing, that Convergent reports all sales under the contract each month, and that Convergent remits the proper administrative fee to OMNIA.

Each proposal is tracked, and each quarter, the Convergent Contract Vehicles Team conducts an internal self-audit to ensure all awards are reported and all proposals reviewed.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Convergent is a product agnostic integrator. As such, each manufacturer listed in our catalog will be responsible for processing, shipping, and handling to Convergent or, in some cases, the end-user. Additionally, in the rare instances in which Convergent does ship items to an end-user, United Parcel Service (UPS) or Federal Express (FedEx) are the preferred shipping companies.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Convergent has 70+ CTCs in the US. Each CTC has its own warehouse/storage facility for standard parts. Convergent warehouses are typically stocked with products designated for scheduled or ongoing installation projects and service contracts. We do not stock products that are not tagged to a current project or service contract; instead, we are fortunate to work with a wide range of product partners and distribution channel partners that maintain a steady supply of products. All Convergent service trucks keep a stock of standard parts that can be utilized quickly for a service call. If parts that need to be replaced are not on the service truck, the service technician is authorized to go to a Convergent warehouse to obtain what is necessary to get the job done.

Convergent is product agnostic, which means we are not limited by selling any single product. We offer an array of product choices by teaming up with our product partners to create solutions tailored to our customers' needs.

Our Customer's Best Service Provider



"After less-than-stellar experiences with several integrators in many of our regions, I have found Convergent to be top rate, and their level of customer service is outstanding. I enjoy the fact that I have a dedicated account representative rather than having to call an 800 number or submit a generic website inquiry whenever I have a question or need to place an order."

-Brad James, Sr. Manager, Express Scripts

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days**

Convergent acknowledges this requirement.

ii. **Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days**

With an annual training budget of approximately \$20M, Convergent invests in its sales colleagues to become experts on products and services. A portion of our overall training budget is allocated for the learning curriculum associated with our SLED Team. This includes, but is not limited to, programs targeted for sales, operations, and service colleagues related to cooperative purchasing programs, such as OMNIA.

- **SLEducation Training Sessions** – Tailored content specific to our dedicated SLED Account Executives working with cooperative purchasing programs such as OMNIA, including the sales process, best practices, updates on tools, proposal management, and member testimonials
- **Compliance Training** – Via webinar or on-site, Convergent's dedicated Contract Vehicles Team has extensive training programs on the importance of compliance related to cooperative purchasing programs such as OMNIA. We have instructional webinars, videos, demos, and numerous documents designed to keep all colleagues following the processes and procedures outlined in the contract
- **New Hire Orientation** – All Convergent new hires attend an orientation session that includes an overview of OMNIA, the sales process, tools, resources, marketing, and compliance
- **SLED Road Show** – Every year, as a part of our sales annual business planning, our SLED Team identifies key geographies and field offices targeted for growth with resource and infrastructure investments. Our SLED Team mobilizes on site with the local field office for two (2) full days of training, including sales process, tools, resources, marketing, and compliance. The goal of the SLED Road Show is to spread awareness of contract vehicle cooperatives and provide visibility, which we believe leads to more cooperative sales



- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:**
- i. Creation and distribution of a co-branded press release to trade publications**
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days**
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days**

Convergent understands the importance of marketing the OMNIA contract. Critical to any marketing campaign is a focused and concerted strategy in the objective, approach, and implementation of the tactics to meet one's overall goals. Convergent will execute a direct marketing plan targeting existing and potential customers by utilizing multiple digital and media channels, including web and email marketing components on Convergent's website. We will continue to offer direct marketing for OMNIA Partners and complete the leg work necessary to bring the new work to the contract.

Within the first 90 days, Convergent will implement a marketing plan designed to reach new and existing customers consisting of using, but not limited to, the following strategies:

- A co-branded press release will be created and distributed
 - Sent on the wire and to trade publications (advertisement of contract in regional or national publications)
 - Added to the Convergent.com news section
 - Will appear on the Convergent.com homepage
- Our Convergent Sales and Leadership Team's internal announcement will include an updated marketing kit consisting of a co-branded OMNIA Partners brochure, selling points, and sales execution strategies
- Updated co-branded press release through a digital marketing campaign on LinkedIn, Twitter, Instagram, YouTube, etc.
- Outbound activity models that leverage our Sales Development Representatives, including email and appointment setting campaigns
- "Professional associations for cooperative purchasing" advertisement in regional and national publications
- Updated dedicated OMNIA internet web-based homepage with points of contact, contract information and services offered, customer-specific value proposition, and marketing materials
- Visibility and outreach through active participation in National and Regional conferences, including conferences held by the National Institute of Government Purchasing (NIGP), National Procurement Institute (NPI), Association of School Business Officials (ASBO), Association of Public Procurement Officials (APPO), etc.
- Demand generation through Convergent customer forums and webinars, specifically including cooperative purchasing power information, which highlights our OMNIA program

Convergent offers cost-effective security solutions through the OMNIA Partners' cooperative purchasing contracts #R170502 and #R170601. Leveraging these pre-negotiated contracts allows customers to save time and money while ensuring full compliance with public sector procurement laws and guidelines.

Cooperative purchasing with OMNIA partners

OMNIA Partners exists to help government, education, and non-profits work more efficiently. OMNIA Partners' cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process for eligible agencies including:



Convergent's updated, dedicated OMNIA Partners webpage.
www.convergent.com/convergent-omnia-partners/

A thorough marketing plan considers the customer's decision-making process and outlines the most effective communication methods. Convergent successfully deployed a strategic marketing plan for our current OMNIA contract (awarded in 2017), allowing significant reach, visibility, and branding. Through this successful deployment, we added 124 new customers for OMNIA. Convergent's strategic marketing plan is based upon the following principles:

- A thorough understanding of OMNIA, industry drivers, business objectives, and operational issues
- A sales-ready organization well-educated on the OMNIA program, the benefits to our customers, and the tools for strategic sales execution planning
- Defining metrics to achieve results
- Ability to receive, analyze, distribute, and execute lead generation from marketing/lead generation programs

To ensure open communication between Convergent and OMNIA, monthly calls are held to discuss business, sales, marketing, and event updates. During a typical meeting, the Convergent Contract Vehicles Team and the Convergent Senior Director of Business Development, Richard Shook, meet with the OMNIA's Partner Development Manager and OMNIA's Vice President, Judd Conner, to go over products and services updates, as well as contract updates. Convergent and OMNIA go over industry trends and sales, such as year-over-year growth, monthly performance, and business in the pipeline. In addition, the teams discuss marketing campaigns, event and trade show planning, and training to drive business. Below is an outline of a typical agenda for this monthly meeting.

Agenda:

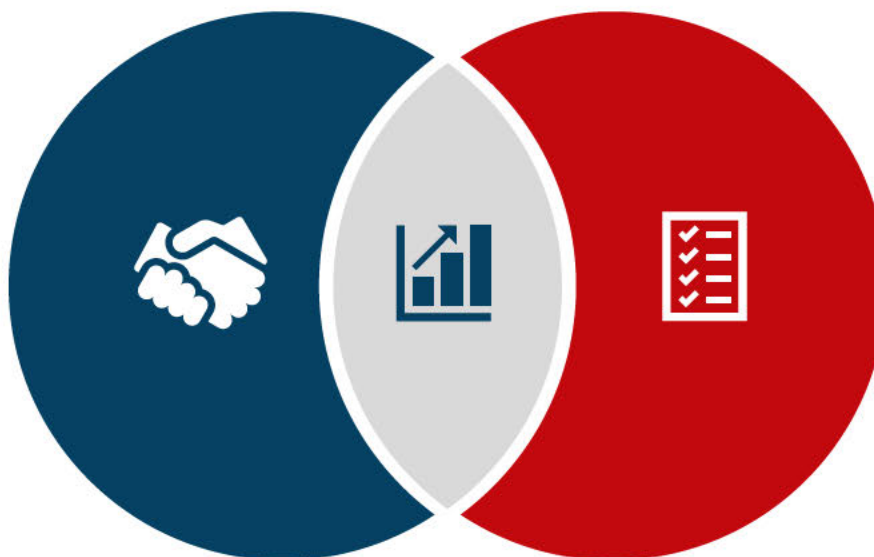
- Business Updates
 - Products/services, contract updates
 - Industry trends, organizational changes, etc.
- Sales Updates
 - Year-to-date (YTD), variance, monthly performance
 - Tracking of initiatives
- Marketing Updates
 - Campaign updates – past and upcoming
- Events/Training
 - Trade shows/industry events
- Training for dealers/representatives, etc. – past and upcoming

Our goal is to position OMNIA to gain targeted accounts and new business. Convergent will work with OMNIA to determine how we can market the contract effectively and efficiently to continue this mutually beneficial and successful partnership.

- iv. **Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement**

Convergent currently attends and participates with OMNIA at various national, regional, and supplier-specific trade shows and conferences throughout the US as requested. Convergent colleagues across the country actively work directly with OMNIA to identify specific trade shows available for both parties. This will not change with the new Master Agreement put in place. Convergent has identified multiple trade shows and conferences actively working with OMNIA. For example, in California, the CA Association of Public Procurement Officials, Inc. trade show will be attending at the end of January.

Over 75 trade shows were identified nationally and regionally by Convergent sales colleagues. Due to the pandemic, many of the locations and dates are still “to be determined” (TBD). The below table identifies the trade shows for the first quarter of 2022.



Convergent Value

Convergent customers **pay less** for products and **save time** by leveraging contract vehicles. This streamlined procurement method is used by public entities to purchase goods and services at a **pre-negotiated price**.

In support of our state, local, and education customers, Convergent’s team of government experts works alongside each local office to **provided solutions and services** with total contract compliance.

First Quarter Trade Shows		
Trade Show Name	Location	Dates (2022)
OMNIA Partners Connections 2022	TBD	TBD
CA Association of School Business Officials	Sacramento, CA	Mar 29 – Apr 1
CA Association of Public Procurement Officials, Inc.	Pasadena, CA	Jan 30 – Feb 2
FL Educational Facilities Planners Association Winter Conference	Palm Coast, FL	Mar 2 – 4
National Association of College & University Food Services –Continental/Pacific Region Conference	Reno, NV	Mar 1 – 3
National Association of College & University Food Services – Mid-Atlantic/Northeast Conference	Norfolk, VA	Mar 21 – 23
National Association of College & University Food Services – Midwest Region	St. Louis, MO	Mar 7 – 9
National Association of College & University Food Services – Southern Region	Las Cruces, NM	Mar 28 – 30
PA Association of School Business Officials 67th Annual Conference	Hershey, PA	Mar 8 – 11
Public Purchasing Association of North Central TX	Grapevine, TX	Feb 23
SC Association of Governmental Purchasing Officials	TBD	Mar 29
TX Association of School Administrators Midwinter Conference	Austin, TX	Jan 30 – Feb 2
TX Association of School Business Officials Annual Conference	Grapevine, TX	Feb 28 – Mar 4

- v. **Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners**

Convergent acknowledges these requirements and is committed to participating in and attending national and regional conferences and reasonably assisting in the overall promotion and marketing efforts for the NIGP Annual Forum.

- vi. **Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement**

Convergent acknowledges these requirements and is committed to working with OMNIA to design and publish national and regional advertising in trade publications throughout the term of the Master Agreement.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Convergint will continue to work with OMNIA to maximize our contract's growth mission. Our collective effort consists of having the following mutual goals:

- Co-authored marketing and branding
 - Example: Convergint and OMNIA collaborating on strategic industry events and targeted trade associations
- Industry-specific strategic initiatives with Convergint and OMNIA for joint business development
 - Example: Leverage grants and funding programs with OMNIA as the preferred procurement method
- Joint legislative efforts to capture State Contracts leveraging OMNIA as the Participating Addendum (PA)
 - Example: Convergint's Utah State Contract with OMNIA as the PA

Real World Example:

In 2020, Convergint leveraged our existing OMNIA Partners contract to create a PA State Contract with the State of Utah.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo
- Copy of original Request for Proposal
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier
- Summary of Products and pricing
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page
- A dedicated toll-free number and email address for OMNIA Partners

Convergint has updated its dedicated OMNIA Partners website.
www.convergint.com/convergint-omnia-partners/.

Please see graphic below of the website.

Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners Proposal for RFP 22-07 Facility Technology Integration & Security System Services

How does it work?

OMNIA Partners offers competitively-solicited RFPs utilizing the best public procurement procedures. This ensures maximum value, absolute security, and full compliance with local, state, and federal procurement laws and guidelines. Download the brochure to learn more.

- Original Request for Proposal - R170502
- Original Request for Proposal - R170601
- Copy of Master Agreement - R170502
- Copy of Master Agreement - R170601
- Renewal - R170502
- Renewal - R170601
- Products/services offered
- OMNIA partners website



OMNIA technology partners

Under the OMNIA Partners' contract, Convergent offers products from top security, fire, and communications partners, such as Alertus, Avigilon, Axis Communications, Blackpoint Cyber, Dragonfruit, Edwards (EST), Exacq, Genetec, Lenel, Panasonic, SecuriThings, and Software House.

What does it include?

Video surveillance

Perimeter protection

Access control

Intrusion detection

Identity management

Mass notification

Fire alarm & life safety

Digital transformation

Cybersecurity

[DOWNLOAD OMNIA BROCHURE](#)

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

OMNIA's contracts are Convergent's primary contracts where states do not require procurement through a state contract or a state-sponsored cooperative. Convergent works diligently to inform existing public agency customers of the benefits of leveraging OMNIA's contracts. Our Regional SLED Business Development Team engages in joint business development activities with the Omnia Partners Regional Managers to proactively promote the adoption and usage of our OMNIA contract. Recent examples of success as a result of these efforts include Santa Clara County, Knoxville Public Building Authority, and Bexar Appraisal District to name a few.

This marketing process is detailed in our response in "TAB 3 – PERFORMANCE CAPABILITY, 3.3, A. and B."

Convergent Current Cooperative Contracts (Regional and National)		
Sourcewell Contract 030421-CTL	NCPA Contract 12-15	NASPO Contract 4400018450
State of Alabama Contract	State of Georgia Contract	State of Hawaii Contract (NASPO)
State of Kansas Contract PA (Sourcewell)	State of Louisiana Contract PA (Sourcewell)	State of Massachusetts Contract
State of Minnesota Contract	State of New York Contract	State of North Carolina (NASPO)
State of Tennessee Contract	State of Utah Contract PA (OMNIA)	State of Utah Contract
State of Washington Contract	State of Connecticut Contract	

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.**

Convergent acknowledges this requirement and agrees to provide and ask permission regarding logo usage.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:**
- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency**
 - Best government pricing**
 - No cost to participate**
 - Non-exclusive**

Convergent acknowledges this requirement. Our OMNIA sales initiatives have, and will continue to, include the above information.

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:**
- Key features of Master Agreement**
 - Working knowledge of the solicitation process**
 - Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners**
 - Knowledge of benefits of the use of cooperative contracts**

Convergent confirms we will continue to train our sales colleagues on the Master Agreement. Convergent will educate our dedicated sales colleagues on contract vehicles' proposal process and requirements. SLEducation training sessions provide training detailing both the bid/proposal and reporting requirements necessary by the OMNIA contract. SLEducation training curriculum is grouped into four (4) main learning categories:



In addition, Convergent is holding an annual sales conference in March of 2022. All sales and operations colleagues will learn about the new contract implement best practices. After this presentation, the Regional Business Development Managers will work with Account Executives across the nation to qualify and examine opportunities we can bring to OMNIA while leveraging the existing customer base OMNIA currently holds.



2019 SLEducation training session participants.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

Mike Mathes
Executive Vice President
mike.mathes@convergent.com
714-546-2780

Vincent Piau
Executive Director
vincent.piau@convergent.com
301-641-9616

ii. Marketing

Katelyn Wheeler
Government Contracts Administrator
katelyn.wheeler@convergent.com
443-433-6815

iii. Sales

Richard Shook
Senior Director of Business Development
richard.shook@convergint.com
404-867-0111

iv. Sales Support

Katelyn Wheeler
Government Contracts Administrator
katelyn.wheeler@convergint.com
443-433-6815

v. Financial Reporting

Katelyn Wheeler
Government Contracts Administrator
katelyn.wheeler@convergint.com
443-433-6815

vi. Accounts Payable

Katelyn Wheeler
Government Contracts Administrator
katelyn.wheeler@convergint.com
443-433-6815

vii. Contracts

Katelyn Wheeler
Government Contracts Administrator
katelyn.wheeler@convergint.com
443-433-6815

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Convergint has 500+ Account Executives and sales colleagues in the US to market this contract to customers. Of those Account Executives, 100 are engaged in the SLED market sector and actively selling contract vehicles to current and prospective customers.

The highest-level executive in charge of the Convergint SLED Sales Team is:

Richard Shook
Senior Director of Business Development
richard.shook@convergint.com
404-867-0111

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Convergint has a thorough understanding of our customers, their industry drivers, business objectives, and operational issues. We have a sales-ready organization well educated on the OMNIA program, the benefits to our customers, and the tools for strategic sales execution.

Convergint plans to specifically increase our state and local market share by differentiating itself from the competition, by knowing target customers, and finally by promoting OMNIA within Convergint and to current customers. Convergint will publish press releases, conduct direct marketing campaigns, and use trade show representation to increase our overall OMNIA sales. Finally, per our organizational structure within Convergint, the Regional Business Development

Managers will educate and support our many sales personnel on the nuances of the OMNIA contract to further promote and drive sales.

- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Critical to any national initiative is ongoing coordination and collaboration between marketing and sales. Convergent understands the importance of marketing the OMNIA contract. For more details regarding Convergent's ongoing coordination of marketing and sales efforts, please see "TAB 3 – PERFORMANCE CAPABILITY, 3.3, A. and B."

- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Please see the table below for Convergent's public agency sales figures for 2020. We ask that OMNIA notify Convergent before reaching out to key contacts. We would like to alert key contacts to expect and respond to any communication from OMNIA.

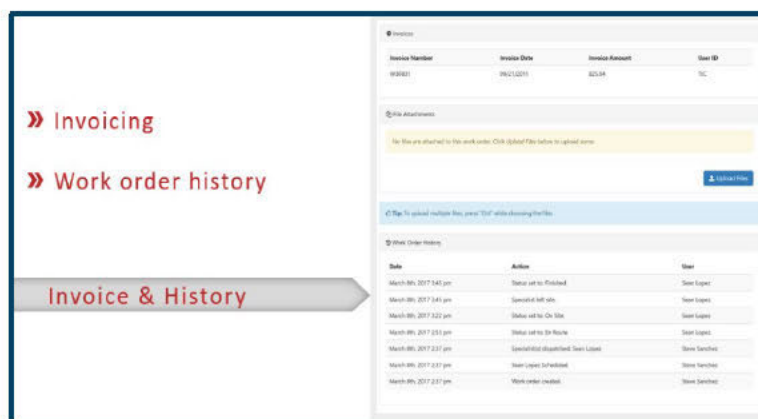
Public Agency Sales & Key Contacts		
Customer Name	2020 Sales	Key Contact
Dallas County Community College District, TX	\$10,931,082	[REDACTED]
Douglas County School District, CO	\$4,682,943	[REDACTED]
Orange County Public Schools, FL	\$3,846,503	[REDACTED]
Hillsborough County, FL	\$2,996,503	[REDACTED]
Palm Beach County Schools FL	\$2,957,115	[REDACTED]
MAIZE United School District 266, KS	\$2,518,698	[REDACTED]
State of Georgia (Multiple Agencies)	\$2,394,207	[REDACTED]
Texas State University	\$1,611,340	[REDACTED]

University of Texas Southwestern Medical Center	\$1,397,182	[REDACTED]
Gresham School District, OR	\$1,369,368	[REDACTED]

- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.



Order management for OMNIA members is managed via Convergent's iCare platform. Invoices are available for review by OMNIA members (based on permissions) at any time. Additional proposals initiated during the project by OMNIA members are also recorded in iCare. Transparent updates on proposal statuses are available to the project team at any time, creating accountability and timely responses, as well as a full detailing of project costs from start to finish.



The information included in iCare's reporting tools for invoicing consists of the total value of invoices, number of invoices, and average spend per invoice. iCare shows reporting of invoicing, but the invoicing itself is done through Spectrum (Convergent's accounting and invoicing software platform). A service coordinator or project coordinator enters all invoicing.

Convergent has several options for invoicing, including monthly, quarterly, semi-annual, and annual invoicing. We will work with OMNIA members to develop the best way to invoice based on their requirements. Convergent recommends semi-annual invoicing for Convergent Service Plans (CSPs). Convergent can provide electronic invoices in portable document format (PDF).

- L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Contract Sales	
Year	Guaranteed Contract Sales
One	\$7,000,000.00
Two	\$8,500,000.00
Three	\$12,000,000.00

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Convergent is proposing a 2% administrative fee.



M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners)
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners)
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA)
 - a. This is the preferred option and is used whenever possible. The proposal is submitted to the OMNIA member following the Convergent compliance review process and Master Agreement terms and conditions review.
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, the Supplier may respond with lower pricing through the Master

Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA under the Master Agreement

- a. We propose lower pricing for the benefit of the customer. In this option, the strategy is to maintain a competitive edge (or honor historical pricing) by offering lower than the standard Master Agreement not-to-exceed pricing. The proposal is submitted to the OMNIA member following the Convergent compliance review process and Master Agreement terms and conditions review.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA)
 - a. If the public agency refuses to utilize the Master Agreement, standard Convergent pricing would be proposed, and the standard RFP process would be followed.
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal
 - a. This option is only provided upon customer request to offer the customer options for procurement. Proposal leveraging the Master Agreement is submitted to the member following the Convergent compliance review process and Master Agreement terms and conditions review.

Real World Example: Orange County Public Schools (Florida)

In August 2016, Orange County Public Schools issued an RFP 1608-171 for Enterprise Video Management System Integration where the video solution was not specified. Convergent proposed the Avigilon platform and was selected as the sole provider for video and access control design, installation, consultation, service, and support. Convergent ranked the highest in their RFP evaluation scoring rubric, presented to the School Board and was subsequently awarded a five-year inclusive contract. Our contract with Orange County Public Schools includes a 10% minority/women-owned business enterprise (MWBE) and local developing business (LDB) goal requirement, and we include another 3% veteran business enterprise (VBE) performance, which we meet and exceed with our teaming partners. Regular disadvantaged business enterprise (DBE) progress reports are required of Convergent by the schools. Convergent supports their access and video system of 5,000+ cameras at 130 schools and facilities.

- ii. **The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.**

Please see Convergent's signed Appendix B, Terms and Conditions Acceptance Form located in "TAB 1 – a."

- iii. **Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.**

Please see the following pages for the completed Appendix D - Exhibits F and G, respectively.

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity.

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Version August 12, 2021

**Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
Proposal for RFP 22-07 Facility Technology Integration & Security System Services**

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES *Wdu* Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

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Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES WU Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES WU Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES WU Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES WU Initials of Authorized Representative of offeror

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or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES *mm* Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES *mm* Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES *mm* Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES *mm* Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES *mm* Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES *mm* Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is

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or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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Does offeror agree? YES *mm* Initials of Authorized Representative of offeror

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Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES *mm* Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is

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further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

Convergint Technologies LLC

Address, City, State, and Zip Code:

1 Commerce Drive, Schaumburg, IL 60173

Phone Number: 714-546-2780 ext 6441

Fax Number: (714) 546-2457

Printed Name and Title of Authorized Representative:

Mike Mathes, Executive Vice President

Email Address:

mike.mathes@convergint.com / contractvehicles@convergint.com

Signature of Authorized Representative:



Date:

01/03/22

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Appendix D, Exhibit G. New Jersey Business Compliance

DOC #1 Ownership Disclosure Form

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions.
Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Convergent Technologies LLC

Organization Address: One Commerce Drive, Schaumburg, IL 60173

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
DG Investment Intermediate Holdings 2, Inc.	One Commerce Drive Schaumburg, IL 60173

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Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	N/A

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
DG Investment Intermediate Holdings 2, Inc.	One Commerce Drive Schaumburg, IL 60173

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Mike Mathes	Title:	Executive Vice President
Signature:		Date:	01/03/22

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DOC #2 Non-Collusion Affidavit

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

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NON-COLLUSION AFFIDAVIT

Washington
State of ~~New Jersey~~
County of King

ss:

I, Mike Mathes residing in Sammamish
(name of affiant) (name of municipality)
in the County of King and State of Washington of full
age, being duly sworn according to law on my oath depose and say that:

I am Executive Vice President of the firm of Convergint Technologies LLC
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

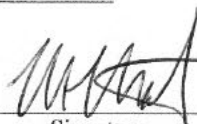
entitled Solicitation Number 22-07, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the OMNIA and
Region 4 ESC relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
Convergint Technologies LLC.

Subscribed and sworn to

before me this day



Signature

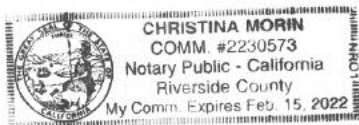
Jan 3, 2022

Mike Mathes
(Type or print name of affiant under signature)

Notary public of California

My Commission expires Feb 15, 2022

(Seal)



DOC #3 Affirmative Action Affidavit

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Convergent Technologies

Street: 1 Commerce Drive

City, State, Zip Code: Schaumburg, IL 60173

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

01/03/22
Date


_____, Executive Vice President
Authorized Signature and Title

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

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CO= AV05446
U= AV05446

EQUAL EMPLOYMENT OPPORTUNITY
2018 EMPLOYER INFORMATION REPORT
CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1. CONVERGENT TECHNOLOGIES LLC
1 COMMERCE DRIVE

SCHAUMBURG, IL 60173

SECTION C - TEST FOR FILING REQUIREMENT

2.a. CONVERGENT TECHNOLOGIES LLC
1 COMMERCE DRIVE
1-Y 2-Y 3-Y DUNS NO.:029640740 EIN :364444620

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 221330 Steam and Air-Conditioning
Supply

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	***** MALE *****					***** FEMALE *****								
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SK OFFICIALS & MGRS	1	1	29	0	0	0	0	0	0	0	0	0	0	0	0	31
FIRST/MID OFFICIALS & MGRS	9	2	183	7	0	3	0	1	42	2	0	1	0	1	0	251
PROFESSIONALS	33	4	332	17	0	7	0	6	55	5	0	4	0	2	0	465
TECHNICIANS	136	3	826	66	0	31	0	20	17	1	0	2	0	1	0	1103
SALES WORKERS	8	3	208	7	0	4	0	5	33	1	0	2	0	0	0	271
ADMINISTRATIVE SUPPORT	6	25	42	3	0	0	0	3	190	21	0	3	0	10	0	303
CRAFT WORKERS	61	0	133	26	0	4	0	8	0	0	0	0	0	1	0	233
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	11	1	44	7	0	1	0	3	3	1	0	0	0	0	0	71
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	265	39	1797	133	0	50	0	46	340	31	0	12	0	15	0	2728
PREVIOUS REPORT TOTAL	204	28	1489	117	0	49	13	32	278	31	0	7	1	10	0	2259

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 12/01/2018 THRU 12/14/2018
SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: ALISON KERBIS
EEO-1 REPORT CONTACT PERSON: alison.kerbis
EMAIL: ALISON.KERBIS@CONVERGINT.COM

TITLE: Benefits manager
TITLE: benefits manager
TELEPHONE NO: 8475858854

CERTIFIED DATE[EST]: 04/08/2019 05:24 PM

DOC #4 Political Contribution Disclosure Form

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpci.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

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DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

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DOC #5 Stockholder Disclosure Certification

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☒ Limited Liability Corporation

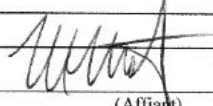
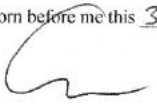
☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: DG Investment Intermediate Holdings, 2 Inc.	Name:
Home Address: One Commerce Drive Schaumburg, Illinois 60173	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>3</u> day of <u>Jan</u> , <u>22</u>	 (Affiant)
(Notary Public) 	Mike Mathes, Executive Vice President (Print name & title of affiant)
My Commission expires: Feb 15, 2022	(Corporate Seal)

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DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

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Response to Region 4 Education Service Center (ESC) partnered with OMNIA Partners
Proposal for RFP 22-07 Facility Technology Integration & Security System Services

STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: Solicitation Number 22-07 Bidder/Offeror: Convergent Technologies LLC

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name		Relationship to Bidder/Offeror	
Description of Activities			
Duration of Engagement		Anticipated Cessation Date	
Bidder/Offeror Contact Name		Contact Phone Number	

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Mike Mathes

Signature: 

Title: Executive Vice President

Date: 01/03/22

DOC #7 New Jersey Business Registration Certificate

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

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**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: CONVERGINT TECHNOLOGIES LLC
Trade Name:
Address: ONE COMMERCE DR
SCHAUMBURG, IL 60173
Certificate Number: 1009358
Effective Date: August 11, 2003
Date of Issuance: October 15, 2018

For Office Use Only:
20181015110953594

DOC #8 EEOAA Evidence

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Mike Mathes

Title: Executive Vice President

Signature: 

Date: 01/03/22

DOC #9 MCBRIDE-PRINCIPLES

DOC #9

MCBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 22-07

VENDOR/BIDDER: Convergent Technologies LLC

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:



CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or



OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Mike Mathes, Executive Vice President

Print Name and Title

Date

01/03/22

Exhibit H

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Exhibit H

Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES
INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLIS, OR
CITY OF CORVALLIS PARKS AND RECREATION
DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANT'S PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA

CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MC MINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR

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iv. Describe how Offeror responds to emergency requests.

Standard Service Level Agreement (SLA) – Response Times

Convergent's standard SLA is outlined below in the provided table. As described, these are our standard emergency response times. However, Convergent will work directly with OMNIA members to outline the exact requirements needed.

Convergent's iCare will give OMNIA members the ability to create preventive or on-request service work orders from one location for all facilities, including the ability to:

- Select work order priority (P1, P2, P3) and required response time
- Display site requirements specific to each site/location
- Provides real-time updates of work order information and status based on pre-programmed workflows set to meet the customer's communication requirements

The work order history in iCare includes time stamps of work order activity, parts ordered, a description of work performed, and a summary of invoicing and billing.

Standard Service Level Agreement – Definitions and Response Times			
Priority	Definitions	Phone	Response Time
Priority 1 (P1) – Emergency	A sudden, urgent, usually unexpected failure of the access control, video management system, or network connection(s) that compromises life safety, interrupts business operations or poses a significant risk of damage or loss to assets	2-Hour Acknowledgment	Within 4 hours (in-route) of call acknowledgment (24/7/365 – same-day response)
Priority 2 (P2) – Standard	A typical security system failure where non-critical functions, procedures, or resources are negatively impacted and has a moderate impact on overall security operations	4-Business Hours Acknowledgment	On-site within 12 business hours of call acknowledgment, a technician may be dispatched to arrive the next business day
Priority 3 (P3) – Scheduled	For a security system failure that is not time-sensitive and marginally increases in impact or inconvenience over time, a workaround is available.	4-Business Hours Acknowledgment	Resolution times are scheduled on an item-by-item basis

v. Describe Offeror's history and ability to meet service and warranty needs.

Service Requirements

Convergent can coordinate, plan, evaluate, control, and schedule activities to meet contract deliverables. Our Service Manager will delegate the authority to make day-to-day operational decisions. The team will ensure that deliverables are prepared following the contract and meet all

schedules outlined in the Statement of Work (SOW). Our service and maintenance approach incorporates eight (8) management principles:

Service and Maintenance Management Principles	
Flexibility	Meet changing requirements and situation
Adaptability	Manage simultaneous tasks and implement improvements
Scalability	Respond to OMNIA members' changing mission requirements
Responsiveness	Respond rapidly to OMNIA members tasking
Integration	Facilitate communication among personnel and the Customer
Responsibility	Empower all levels of management
Delegation of Authority	Enable effective decisions to be made at the lowest practical level and to provide real-time management information
Accountability	Provide personnel with clear objectives and well-defined performance and reporting requirements

Convergent's technical support contract approach incorporates many of the same elements we currently use on contracts, with suitable adaptations for new requirements in the SOW. Convergent employs a proactive service delivery approach that emphasizes regular testing and preventive maintenance of hardware and software, focusing on likely problem areas. Using software tools like iCare, we capture data that is analyzed and used to increase system performance and reliability.

Convergent provides security system preventive services for all systems and components following the manufacturer's recommendations and our Playbook to address areas that adversely affect system performance. Benefits to a proactive service delivery approach include:

1. Less system downtime and minimized impact on operations
2. Maintain and extend the lifecycle of installed systems and components
3. Consistent reporting and inventory of the installed devices
4. Increased service efficiency of proactive scheduled maintenance versus reactive emergency service calls
5. Lower overall service cost of regularly scheduled calls during regular business hours
6. It provides a methodology to manage product obsolescence

When completing a service call on-site, Convergent technicians conduct a routine inspection and repair of security system components. All replacement parts will be the same or better quality than the original.

Warranty

Please refer to "TAB 2 – PRODUCTS/PRICING, ix." for detailed warranty information.

vi. **Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**

Convergent has over 70 locations in the US to support Omnia members. **Our standard hours of operation are Monday through Friday, 8:00 AM – 5:00 PM. However, our service technicians can be provided on an on-call 24/7 basis.** Upon notice of an issue, we will contact the OMNIA member to acknowledge and evaluate the problem and give an estimated arrival time.

iCare connects all aspects of the Convergent enterprise, from OMNIA members and their team to schedulers to technicians in the field. Convergent will leverage our 24/7/365 customer support experience, including fully staffed, prepared technical experts, to support on-site maintenance needs. Through our expertise in maintaining and documenting configuration changes utilizing iCare and managing the maintenance of all materials and their changes, reporting and approving changes to the government, OMNIA members will have a smooth maintenance and service program with total transparency from Convergent.

We use KPI metrics available in iCare, such as “first-time fix” and “average cost per call,” to drive our cycle of continuous improvement and cost-efficiency. Historically, our customers have gained at least a 25% improvement of KPIs over the first two (2) years of our engagements.

Convergent looks beyond the immediate problem to the wider implications. Service Coordinators (at least one per CTC) handle incoming calls, including service dispatching, tracking, and scheduling of calls. Service Coordinators also perform call status tracking and call changes, entering new sites, modifying existing sites, and handling general inquiries.

Additionally, Service Coordinators create and dispatch work orders in iCare daily to schedule planned maintenance and services, attend planning sessions, and conduct weekly service paperwork reconciliation. They also procure parts/materials for service work orders and provide Service Specialists with badging and access to customers' sites while ensuring the specialists have completed all customer-specific training before giving access.

Service Specialists will then diagnose, troubleshoot, repair, and replace defective parts and debug a substantial variety of systems for complex problems. They install projects, complete accurate and detailed service reports and inventory, provide custom systems integrations, detailed systems upgrade planning and execution, systems audit and consultation, and/or database management and manipulation. Service Specialists respond to all types of customer service calls, scheduled maintenance calls, and emergency and after-hours calls quickly.

Additionally, Service Specialists may install, configure, and support various network systems and equipment for assigned projects. Convergent Service Specialists ensure all service calls are executed according to Federal, State, and local regulations and company health and safety policies and procedures. Our Service Specialists kept up to date and informed on all company products, services, and policies and maintain product certifications while participating in ongoing training for products and procedures.

Convergent Value

Convergent's **Premium Service Center** is a dedicated support team with the purpose of providing exceptional service delivery for national customers. This white-glove approach results in a premium **customer service** experience using a **streamlined** work order process, ensuring that customers' critical priorities are met at the highest levels.

- vii. **Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

Please see our response in "TAB 2 – PRODUCTS/PRICING, xii."

- viii. **Describe Offeror's contract implementation/customer transition plan.**

Please our response in "TAB 3 – PERFORMANCE CAPABILITY, C. and I."

- ix. **Describe the financial condition of Offeror.**

Convergent is a privately-owned, fiscally solid business that has experienced consistent revenue growth over the past 20 years.

- x. **Provide a website link and describe any website's capabilities and functionality.**

Please see our website: www.convergent.com.

- xi. **Describe the Offeror's safety record.**

Safety is a core value of Convergent; no matter the priority or changing business focus, Convergent's commitment to safety shall not be compromised. Convergent is deliberate in focusing on safety, and every meeting and project starts with a safety review.

Convergent is committed to providing the tools, training, and programs to ensure all projects and service calls are completed with zero incidents or injuries. Convergent has a dedicated Safety Coordinator in each office under the direction of the National Safety Officer to support this culture and increase safety awareness among all colleagues.

Convergent's strong belief in workplace health and safety is supported by the following:

- Written health and safety programs
- Management's commitment and expectations of adherence to the program
- Colleague participation
- Resources to meet safety and health program requirements
- Project-specific Safety Activity Plans
- Weekly safety meetings for field supervisors and colleagues
- Hazard recognition and control
- Meeting contractor requirements of the Occupational Safety and Health Administration (OSHA) Process Safety Management of Highly Hazardous Chemicals
- Substance abuse programs, including pre-employment and random testing
- Graded and non-graded background checks

The safety and health of all personnel, whether they are a contractor, client employee, or member of the public, must receive primary consideration in all project phases, including planning, scheduling, and execution of the work.

Convergent's total recordable injury rate (TRIR) in 2020 was 0.72

xii. **Provide any additional information relevant to this section.**

Convergent's ability to deliver on OMNIA members' expectations is rooted in our ability to keep everyone informed. At Convergent, three valuable tools guide the way for communication and lasting success. The customer-specific Playbook is a co-authored document that ensures all installation and service-related work meets customer-specific needs. As part of the Playbook, Convergent and OMNIA members will co-develop Key Performance Indicators (KPIs) to identify metrics that can be used to promote continuous development.

OMNIA members will continue to have access to these three valuable tools that were designed to customize the experience, such as the following:

- **Convergent iCare** – Our web-based customer resource provides real-time, online access to your service and installation work orders, management reporting, and secured document sharing to allow easy collaboration between Convergent and our customers
- **Smartsheet and iTrac Project Management Platforms** – Our web-based project management platforms allow stakeholders to track progress and collaborate on highly complex projects efficiently
- **Convergent Customer Specific Playbook** – We have developed a formal process and associated documentation to ensure all installation and service-related work meets the specific needs of each of our customers

Convergent is a trusted partner by thousands of customers, with deep expertise in managing high-security projects. Convergent's expansive footprint gives customers the needed support to sustain the fast-paced industry with a local focus. Convergent works directly with the customer to understand their needs and preferences for projects. Convergent has multiple ways to do this based on OMNIA member needs. Listed below are a few options available to interested OMNIA members.



Convergent iControls (iControls) is a part of the Smartsheet® tracker, which is just one component of the Convergent Account Process that drives consistency within a program. Managing a high volume of actions and deliverables can become complicated when setting up and managing a large account. Program tracking is an essential component of Program Management, allowing Convergent and the customer to collaborate via the tracker and dashboards.

Program Management Experts

iControls enables program managers to implement a repeatable project delivery process. Convergent takes a programmatic approach in large account management to ensure consistent communication and performance during projects.

The Program Manager is responsible for:

- Maintaining accountability for the delivery of every project and service engagement
- Overseeing and supporting Convergent project managers and service delivery teams by implementing processes, communicating expectations, holding the teams accountable, and escalating issues for timely resolution
- Providing timely and effective communications
- Ensuring efficiency in planning
- Driving successful service delivery to help customers keep their facilities safe and secure

iControls Solutions

Convergent has an experienced and dedicated team of iControls leaders. They focus on a consistent delivery process implemented via Smartsheet using a blueprint. The solution automatically generates project-level tools and dashboards based on intake values, including a default schedule for every project. It creates greater visibility regarding project delivery for programs. iControls also makes it easier to share and track project and program values through the lifecycle of projects and the overall program.

Benefits and Value

Convergent's iControls experts prioritize the following values when implementing program management solutions:

- **Communication** – When leading Convergent's efforts through a program, the Program Manager's and Lead Account Executive's primary role is to focus on communication
- **Collaboration and alignment** – iControls enables effective business reviews and allows Convergent to be more collaborative and aligned in the program approach



Convergent iTrac is a customer-facing project delivery tool that provides workflow implementation and demonstrates actual project achievement. OMNIA members can track and report on project activities using iTrac, Convergent's own project tracking tool made available license-free to all customers. OMNIA members can customize required workflows in iTrac to ensure requirements are put in front of the colleagues performing the work. iTrac will provide the accountability and transparency needed to complete projects successfully.

iTrac Features and Benefits

- License-free
- Workflow Implementation
- Installation Tracking
- Commissioning Standards
- Dashboard Reporting
- Collaborative Platform
- Customizable

iTrac data is recorded by the assigned user performing the task. This means collected data is not a progress estimate but a record of completing an activity related to each device or task.

Project Data Security

Data is hosted in the Microsoft Azure Cloud platform with controlled access to the software databases. All data is encrypted end-to-end, and external users are vetted and required to be approved at two (2) levels. With full control of the viewable information by the user, only relevant data is provided to anyone accessing the system to perform project work. Internal and external users can only access projects and areas of project they are assigned to.

iTrac can be synced to devices for offline use while still maintaining the same level of data security. Should the device be lost or stolen, the data will remain encrypted.

All project information can be securely shared, and project site records entered without the need for paper documents. This reduces the risk of sensitive information being lost or viewed by those that do not need to know.

Program and Project Monitoring

iTrac allows specific project requirements to be built out based on individual project scope at the device level, avoiding generic grouped tracking of deliverables. Building custom project requirements allows for very detailed reporting; users start at a high-level approach and drill down into specific information based on system type and device-level information.

Support

Convergent invests in training and supporting our colleagues, and iTrac use is no exception. We have a team dedicated to product development, training of colleagues, and support of customers and colleagues. These subject matter experts manage internal and external stakeholders' needs and focus on making sure both colleagues and customers are supported and the tool deployment is a success for all.



The graphic is a promotional slide for iTrac. It features a dark blue header with the iTrac logo on the left and the text 'A project workflow tool to enable collaboration and successful project completion' on the right. Below the header, the section 'Convergent value' is followed by a paragraph describing iTrac as a web-based platform for project commissioning and execution. The next section, 'Convergent solutions', lists five benefits: Resource optimization, Installation tracking, Efficient communicating, Real-time reporting, and License free. A photograph of three construction workers in hard hats and safety gear is positioned on the left side of the solutions list. The footer includes the website 'convergent.com' and the 'convergent' logo.

iTrac

A project workflow tool to
enable collaboration and
successful project
completion

Convergent value

iTrac is a web-based, value-added platform that enables **online, real-time** customer project commissioning and execution. This secure online environment allows stakeholders to **efficiently collaborate** and track progress on both individual sites and highly complex projects.

With streamlined communication, detailed documentation, and **instant access** to project status, iTrac enhances project management and delivers **time-saving** and **cost-efficient** benefits for customers.

Convergent solutions

- ✓ Resource optimization
- ✓ Installation tracking
- ✓ Efficient communicating
- ✓ Real-time reporting
- ✓ License free

convergent.com

convergent



Tab 4

Qualification and Experience

a. References



TAB 4 – QUALIFICATION AND EXPERIENCE

i. **Provide a brief history of the Offeror, including year it was established and corporate office location.**

Please see our response in “TAB 3 – PERFORMANCE CAPABILITY, A.”

ii. **Describe Offeror’s reputation in the marketplace.**

Convergent has received a variety of awards from our manufacturing partners, including, but not limited to, the following:

- 2020 – Integrator of the Year by Axis Communications
- 2020 – Financial Market Partner of the Year by Axis Communications
- 2020 – Siklu’s 2020 Integrator of the Year
- 2019 – North American Strategic Partner of the Year by Genetec
- 2019 – City Surveillance Partner of the Year by Axis Communications
- 2019 – Convergent Canada – Integrator of the Year by SP&T Magazine for City of Calgary Projects
- 2018 – Global Partner of the Year by Axis Communications
- 2018 – Overall Strategic Partner of the Year from Edwards United Technology
- 2018 – American Dynamics’ Outstanding Achievement Award
- 2017 – Genetec National Account of the Year
- 2017 – Retail Partner & Installation of the Year by Milestone
- 2016 – National Integrator of the Year by Lenel
- 2016 – Integrator of the Year for North America by Lenel



iii. **Describe Offeror’s reputation of products and services in the marketplace.**

Convergent has an excellent reputation in the public marketplace. Each year, we service thousands of locations throughout the world. Our goal has always been to be our customer’s best service provider. We’ve outlined some of the services we provide and the accomplishments we have had in the public marketplace below.

From day one, delivering value through unparalleled customer service and consistent operational excellence has been foundational at Convergent. Our promise, and our number one objective, is to

be our customers' best service provider – validated by Frost & Sullivan's (an independent organization) research analyst, Jason Halverson:

Our Customer's Best Service Provider

F R O S T & S U L L I V A N

"Convergent Technologies has a service culture that is unmatched in their industry. We confirmed that their stated value and belief 'to be our customer's best service provider' drives their organization and is supported through advanced technology, employee responsiveness, and focus on the customer."

-Jason Halverson, Research Analyst, Frost & Sullivan

Partnership Alliance for Safer Schools (PASS) Program – Convergent understands the most pressing challenges faced by K-12 schools looking to enhance the safety and security of their facilities. Our priority is to help schools identify and implement solutions that create safe environments for students to learn. As part of our commitment to safer schools, Convergent has partnered with the Partnership Alliance for Safer Schools (PASS) to produce comprehensive school safety checklists for districts of all sizes and demographics.

PASS Partners	
K-12 School	Student Enrollment (approx.)
Conroe Independent School District (TX)	63,000
Eden Prairie Public Schools, (MN)	8,900
Glendale Unified Schools (CA)	27,000
Liberal School District (KS)	5,000
Newport News Public Schools (VA)	30,000
Orange County Public Schools (FL)	212,000



Convergent STEP Up Initiative – An Initiative for School Security | The safety of our country's children when heading off to school each morning is of deep concern to our colleagues at Convergent. Enhancing school security can provide a vital level of protection for students, faculty, and visitors. In that spirit, we have created our STEP Up initiative to help strengthen security in our schools.

Convergent has worked with dozens of underserved schools to provide free interior and exterior security system installations, security upgrades, and security assessments as part of this program. We will continue to offer further assistance and resources for local schools in need.

Schools can download our school safety checklist from www.convergent.com. We urge schools and parents to do all they can to ensure that their buildings are as secure as possible. Convergent has also provided additional resources to conduct a safety audit, budget for safety enhancements, and train school personnel.

As always, we strive to be our customer's best service provider and to give back to our communities. We are carrying that mission forward with the STEP Up program.

Convergent Example: On Convergent Day 2021, 160 Atlanta Convergent colleagues volunteered their time and resources to update 2,200 Atlanta Public Schools (APS) perimeter doors with a clockwise numbering system to enhance APS's safety efforts. This occurred at all schools simultaneously. **Once completed, APS will become the first public school system in the country to achieve this compliance, which national school safety experts recommend.** This numbering system will be reflective and visible both on the inside and outside of the doors to help authorities identify the location of school emergencies, help direct students and staff to exit out of specific doors, and so on.

Please see the photos below and follow the links to articles on Colorado, Tennessee, Utah, and Michigan schools and Convergent's efforts to "STEP Up" Security.

<https://www.convergent.com/colorado-schools-receive-free-security-upgrades-through-step-up-initiative/>

<https://www.convergent.com/nashville-schools-receive-free-security-upgrades-through-step-up-initiative/>

<https://www.convergent.com/convergent-steps-up-security-at-salt-lake-city-schools/>

<https://www.convergent.com/convergent-grand-rapids-team-gives-back-at-local-elementary-school/>



Convergent's Social Responsibility Day

Convergent was founded on a set of core values and beliefs that express our responsibility to our customers, colleagues, and communities. Convergent encourages employees to strive to embody the company's 10 Values and Beliefs each day.

Convergent approaches each partnership we create with our foundational values and beliefs at the forefront. They are not words on a page filed away and forgotten; they are in the fabric of everything we do.



Convergent Social Responsibility Day 2021



Customer Surveys – Convergent can provide routine surveys to OMNIA members for feedback on improving our performance. We can provide routine surveys encompassing multiple areas of service for review, including Convergent's V & B #2, "I am accountable for my continuous development, a better me is a better Convergent," reinforces the idea of always striving to improve past performance.

- Responsiveness
- Ability to resolve issues
- Quality of work
- Experience
- Attitude

Please see the below for examples of actual surveys that current customers completed.

Service Delivery		
Type	Value	
Unknown:	Service Delivery	
Survey Type:	Manual	
Contact:	Raeann Savage (562) 401-2193	
CTC:	Los Angeles	
Timing:	Sent: October 21st 2020, 7:11 pm Rec'd: October 22nd 2020, 10:51 am	
Scale	Rating	Comments
Responsiveness:	Very Satisfied	Since Mike is so knowledgeable with our building I cc'd him on an email with the Customer Service Team and he responded right away that he would be able to come in the afternoon and troubleshoot the issue.
Attitude:	Very Satisfied	Mike is always willing to take care of the issues we have and always goes the extra mile to make sure we understand the issues at hand and does it with patience and grace.
Issue Resolution:	Very Satisfied	What can I say, Mike is the best tech out there. He knows exactly what the issues are when he gets here and gets them fixed. He does the best he can with the equipment we have and always seems to fix the issues.
Quality of Work:	Very Satisfied	
Experience:	Very Satisfied	
Colleague Recognition:	Mike Crumby	
Best Service Provider:	Yes	

Service Delivery		
Type	Value	
Unknown:	Service Delivery	
Survey Type:	Manual	
Contact:	Anthony Evagan (267) 371-0113	
CTC:	Los Angeles	
Timing:	Sent: October 8th 2020, 5:43 pm Rec'd: October 9th 2020, 9:50 am	
Scale	Rating	Comments
Responsiveness:	Very Satisfied	Daniel is always responsive via all forms of communication. He always communicates what is going on and even in adverse circumstances he always managed to get the job done.
Attitude:	Very Satisfied	Daniel is an example of customer service at its finest. I wish everyone on my staff had the same attitude and demeanor.
Issue Resolution:	Very Satisfied	Whenever I see that Daniel is coming I know our internal customers are in good hands. Even if he cannot get in contact with me he is extremely thorough and self sufficient.
Quality of Work:	Very Satisfied	Every time Daniel leaves our facilities work is completed finished or the status is communicated to us prior to his departure.
Experience:	Very Satisfied	Again, I cannot think Daniel for his exemplary service. If I could I would request him to be our technician on every single call.
Colleague Recognition:	Daniel Jackson	As I mentioned many times Daniel is the best technician on the team. There are other that are very good but no one comes close to the service he provides. This was echoed by some of our internal customers as well.
Best Service Provider:	Yes	Convergent is our go to Surveillance contractor. Any issues that have come up have been dealt with properly with the team.

iv. Describe the experience and qualification of key employees.

Convergent's Contract Vehicles Team will continue to service OMNIA members with the goal of being their best service provider. Convergent's team will work alongside OMNIA members to provide solutions and services with total contract compliance. Included below is a list of our key employees who will continue to prioritize this contract.

- Contract Management – Katelyn Wheeler
- Billing and Reporting/Accounts Payable – Katelyn Wheeler
- Marketing – Katelyn Wheeler | Richard Shook
- Sales – Richard Shook
- Sales Support – Katelyn Wheeler | Cierrah Washington
- Financial Reporting – Katelyn Wheeler
- Executive Support – Matt Mathes/Vincent Piau



Real World Example: Georgia Schools

Our team has extensive experience working with school districts and local governments throughout the United States. One client, the Atlanta Public Schools (APS), is a design/build involving over 6,000 cameras, card readers and door alarms, including ongoing maintenance of the APS Command Center.

Our partnership with APS goes above and beyond system specifications. A goal was set for every school to adopt a door numbering system to allow first responders the fastest, safest plan of entry. In 2019, Convergent received the approval of our "first responder school door numbering convention" in Georgia by Garry W. McGiboney, Ph.D., Deputy Superintendent, Office of School Safety and Climate for the Georgia Department of Education (DOE).

In 2020, every Atlanta Public School exterior door will be numbered as part of our Convergent Day of Community Service. Convergent has asked both the DOE and Georgia Emergency Management Agency (GEMA) to commit to this standard for all schools in the state of Georgia. Convergent is working to adopt the door numbering convention nationwide as part of the guidelines by the Partner Alliance for Safer Schools (PASS), a part of the Security Industry Association (SIA). In 2018, NFPA 3000 created the first Active Shooter/Hostile Event Response (ASHER) Program Standards. In the 2022 ASHER update, Convergent will get the door numbering system adopted to the NFPA 3000 Standards.



Vincent Piau

Executive Director – State, Local, & Education (SLED)

Profile

Vincent is responsible for profit and loss management, business development, sales, and operations for the SLED vertical market. With eighteen years of experience in the security industry, Vince has performed roles in all aspects of the business including design, engineering, operations, and sales. He is a board-certified Physical Security Professional and holds a Master's in Business Administration from the Wharton School at the University of Pennsylvania, and a Bachelor of Science in Electrical Engineering from Columbia University.

Convergent Experience

Executive Director Convergent SLED

- Responsible for forming and leading Convergent Government Solutions, a business unit focused on the government vertical market
- Developing business plans, establishing strategic partnerships, building a dedicated government team with a model to leverage sales and operations resources from field offices worldwide

General Manager Washington D.C. Metro Field Office

- General Manager with full profit / loss responsibility including sales and operations for the Washington D.C. metro office with \$15M revenue and 40 colleagues

Account Executive Washington D.C. Metro Field Office

- Responsible for creating business opportunities and developing integrated solutions for end-users throughout the US
- Acquired new key customer accounts and coordinated project management, design, installation, and service to meet project requirements and ensure customer satisfaction

Education and Certifications

- ASIS Physical Security Professional
- University of Pennsylvania, Wharton School, Master's in Business Administration
- Columbia University, School of Engineering and Applied Science Bachelor of Science in Electrical Engineering



Richard Shook

Senior Director – State, Local, & Education (SLED)

Profile

Richard has worked in the security industry for 40 years in positions ranging from operations, service, installation, sales, and executive management. This has given him a wide range of skilled experience in building solutions for businesses. As the Convergent Senior Director of Business Development, dedicated to the SLED vertical, Richard is responsible for developing strategic roadmaps and business planning.

Richard supports each of our Convergent Technology Centers (CTCs) through strategic plans and tactical actions that help our customers reach their business objectives with innovative solutions that solve their critical security and life safety operational issues. As a state and local government subject matter expert, he supports our national sales organization by staying abreast of emerging industry trends and pressures that are forcing customers to make difficult, long-term building solution buying decisions.

Convergent Experience

Senior Director – State, Local & Education (SLED) May 2013 – Current

- Alignment of government customers & needs with Convergent value across the nation
- Dynamic, results orientated Leader with experience directing high performance teams and successfully streamlining processes to increase productivity while reducing costs and inefficiencies
- Ability to keep a level head while nurturing and growing a business, evaluating opportunities/risks, while delivering innovative solutions to challenges

Education and Certifications

- University of Florida, Bachelor's Degree in Business
- Black Belt Six Sigma Certified – Sales & Operations
- Associations: ASIS, NFPA, SFPE
- United States Navy Veteran
- Certified: Naval Control of Shipping Organization (NCO) – Wartime Command/Control



Katelyn Wheeler

National Government Contracts Administrator

State, Local, & Education (SLED)

Profile

Katelyn is a professional, seasoned innovator who transforms unclear objectives into definitive and focused goals through process overhaul and redesign. She is a well-disciplined team player who understands customer needs and delivers more than they expect. She is dedicated, organized, and thrives under pressure while adhering to deadlines. Katelyn can find simplicity in the maze of government complexity.

Convergent Experience

Government Contracts Administrator

May 2018 – Current

Convergent Technologies LLC – Lanham, MD

- Manages \$50M+ in national purchasing contracts in the SLED vertical
- Supervises contract expansion and management tasks and enforce principles of cohesion and compliance
- Provide contract compliance management and strategy for multiple national purchasing cooperatives
- Complete and submit periodic reporting required by each contract vehicle and ensure fee payment is submitted per contractual requirements
- Develop compliance processes for national purchasing cooperatives, leading implementation with business leaders as well as sales and operations colleagues

Service Coordinator 2 – Program Manager – Program Coordinator

April 2008 – May 2018

Convergent Technologies LLC – Lanham, MD

- Coordinated and managed all aspects of service department activities as related to specific customer accounts to include work order entry and service contracts, including intake of service requests, scheduling with customers, dispatching to technicians, invoicing, and customer follow-up

Education and Certifications

- Defense Acquisition University/Federal Acquisition Institute
 - CLC011: Contracting for the Rest of Us
 - FAC036: GSA Schedules BPAs and CTAs
 - CLC008: Indirect Costs
- Anne Arundel Community College
- Southeastern University



Cierrah Washington

Government Contract Administrator

State, Local, & Education (SLED)

Profile

Cierrah is a customer-focused, results-driven Government Contract Administrator with broad experience in all types of government contracts and federal contract vehicles. She is highly adept at defining and implementing best practices, standards, processes, and tools to achieve objectives and goals. Cierrah has a proven track record of crafting and executing strategies that reduce costs, improve production, and increase profitability. She has a keen sense of business needs with exceptional aptitude for managing large-scale projects from inception to completion. Cierrah uses her analytical, collaborative, and decisive leadership skills to capitalize on market opportunities and propel organizational growth.

Convergent Experience

Government Contracts Administrator SLED

- Manage \$40M+ in national and state purchasing contracts in the SLED vertical for all offices in the US
- Aid internal and external customers by interpreting contractual, FAR / DFAR, and / or unique procurement regulations
- Oversee organizational contract development and management activities and enforce organizational principles of integrity and compliance
- Develop policies and procedures for contracts – distributed by videos, PowerPoints, checklists, virtual, and in-person training sessions

Government Contracts Administrator FED

- Manage \$1M Federal Contract in accordance with FAR / DFAR
- Act as primary customer point of contact for all assigned service customers
- Oversee all aspects of Service Department activities related to work orders and service contracts, including intake of service requests, scheduling with customers, dispatching technicians, invoicing, and customer follow-up
- Source and negotiate agreements with subcontractors across the nation

Education and Certifications

- Western Governors University, Bachelor of Science in Business Administration, Human Resource Management
- CompTIA Project+ 2017

v. Describe Offeror's experience working with the government sector.

Convergent understands that governmental institutions must confront new and evolving technology, expanding missions, and budget pressures during these increasingly challenging economic times and rightfully expect a return on investment. Convergent has over 20 years of experience and "lessons learned" in supporting government customers with more than 600 SLED customers on contract in the US. OMNIA and its members will benefit from these "lessons learned" as we have adapted to what is needed by our customers.

Convergent's sales to the government sector are approximately 15% over the past three (3) years and rising. Our service delivery capability is deep and wide, and we have an in-depth knowledge of specific government security regulations. OMNIA and its members can be confident in Convergent's ability to deliver based on the significant number of satisfied customers we continue to serve daily.

Public Sector Sales (excluding Federal Government)			
2018	2019	2020	2020
\$32M	\$54M	\$94M	\$120M (est.)

vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Please see our response in "TAB 3 – PERFORMANCE CAPABILITY, J."

A. REFERENCE

vii. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

The five (5) customer references listed below (but not limited to) have all purchased through Convergent's current OMNIA contract.

 FORT WORTH Police Department	Customer Reference:	Fort Worth Police Department, Texas
	Address:	505 W. Felix Street, Fort Worth, Texas 76115
	Point of Contact (POC):	[REDACTED]
	POC Phone Number:	[REDACTED]
	POC Email:	[REDACTED]
Convergent Services Provided: Since 2015, Convergent has provided security services and consultation for city-wide systems in use by the Fort Worth Police Department. Convergent has built a relationship with the Police Department based on a mutual purpose of safeguarding the lives and property of those in the community. Convergent performs installations and services for the video management, access control, and camera systems currently in use. These include Avigilon for the prison system and Milestone for the Police Department, in addition to a wireless transmission/mesh network. Period of Performance: 2015 – Present Approximate Contract Value: \$300,000.00+		

 UNIVERSITY OF MARYLAND	Customer Reference:	University of Maryland College Park, Maryland
	Address:	5245 Greenbelt Road, College Park Maryland, 20740
	Point of Contact (POC):	[REDACTED]
	POC Phone Number:	[REDACTED]
	POC Email:	[REDACTED]

Convergent Services Provided:
For the past 12 years, Convergent has provided Lenel professional services support for OnGuard systems at the Main College Park Campus. Convergent has provided these services specifically for the Department of Public Safety and Residential Life Teams.

Additionally, Convergent supports the Applied Research Laboratory for Intelligence and Security, a separate University facility located just off-campus. The services here include Lenel OnGuard support and an upcoming new video system upgrade project starting this year.

Period of Performance: 2010 – Present
Approximate Contract Value:

- Department of Public Safety/Approximately \$20,000 annually (various projects)
- Residential Life/Approximately \$16,000 annually (various projects)
- Applied Research Laboratory for Intelligence and Security/Approximately \$1,500 annually (various projects) + \$260,000 for new upcoming video system upgrade project

 the evergreen state college	Customer Reference:	The Evergreen State College, Washington
	Address:	2700 Evergreen Parkway NW, Olympia, Washington 98505
	Point of Contact (POC):	[REDACTED]
	POC Phone Number:	[REDACTED]
	POC Email:	[REDACTED]

Convergent Services Provided:
Founded in 1967, The Evergreen State College is a public liberal arts college in Olympia, Washington. The College has approximately 2,300 students and 700 faculty and staff members.

Since 2007, Convergent has been a trusted partner as the College's campus-wide fire alarm servicer. Convergent has provided ongoing fire alarm maintenance, testing, and retrofitting for more than 15 years. Currently, Convergent is conducting a fire alarm retrofit of the student Residential Apartments Complex, valued at \$775,000.

Period of Performance: 2007 – Present
Approximate Contract Value:

- Customer Support Program/\$85,000
- Residential Apartments Complex/\$775,000



Customer Reference:	City of Pearland, Texas
Address:	3519 Liberty Drive, Pearland, Texas 77581
Point of Contact (POC):	[REDACTED]
POC Phone Number:	[REDACTED]
POC Email:	[REDACTED]

Convergent Services Provided:

The City of Pearland (pronounced "pear-land," like the fruit) is a full-service municipal government located along the Gulf Coast region of Texas within the Houston, Sugar Land, and Baytown Metropolitan Area. The City falls within Brazoria, Fort Bend, and Harris Counties. With more than 120,000 residents, the City has been rated the fastest-growing community in the Houston region and the second-fastest in the State.

Since October 2017, Convergent has provided video and access control design, installation, consultation, service, and support.

Convergent supports the City's Genetec access control system and Milestone video management system, consisting of over 250 card readers and more than 325 cameras in locations throughout the City. Convergent has provided upgrades for both systems utilizing our Professional Service Group to perform preventive maintenance, corrective maintenance, emergency maintenance, and modification and repair tasks. Areas include City Hall, the Fire Administration Building, fire stations, parks and recreational centers, public works buildings, public safety buildings, and local libraries.

Convergent was vital in designing real-time information, city-wide video surveillance, and access control programs. With support from our strategic partnerships with both Genetec and Milestone, the City selected this as their sole source platform. Convergent's experience and numerous certified personnel resulted in our selection as the City's integrator. Integration of different security sub-systems is vital for the City. Convergent's continued support includes software and service with 24/7 response times when necessary.

Period of Performance: 2017 – Present

Approximate Contract Value:

- Installation/\$1.5M
- Customer Support Program/\$50,000+

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	Customer Reference:	Central Florida Expressway Authority, Florida
	Address:	4974 Orl Tower Road, Orlando, Florida 32807
	Point of Contact (POC):	[REDACTED]
	POC Phone Number:	[REDACTED]
	POC Email:	[REDACTED]
Convergent Services Provided: Convergent has maintained and provided over 500 new Lenel access control readers, over 200 Genetec video management cameras, and intrusion/monitoring services at four (4) high-security locations for the Authority since 2011. In addition, Convergent maintains all the main plazas, administration buildings, and on/off ramps and provides 24/7 emergency service to all Central Florida Expressway Authority locations. Recently, Convergent installed new Lenel access control, Genetec video management, and DMP intrusion for an express pass service center. Convergent has also installed 89 new cameras at each main plaza collector's booth to monitor the cash lanes for the safety and security of the collectors on-site. The existing Genetec platform manages this video. Convergent will be working with the Authority to set up an additional DMP solution that will allow the Authority to run reports, change codes, and troubleshoot the on/off ramps systems remotely. Period of Performance: 2011 - Present Approximate Contract Value: 2021 new installations/\$500,000+		

viii. Provide any additional information relevant to this section.



Convergent Playbook

When Convergent says, "we expect to be our customers' best service provider," it requires an understanding of what our customers expect. The Convergent Playbook aims to identify what services Convergent will provide OMNIA members. This Playbook will outline specific standards and guidelines and identify and create a framework around the services provided by Convergent. Convergent has learned from experience that providing all expectations in one location promotes alignment with the OMNIA members, Convergent, and the project stakeholders with a successful engagement. The Playbook establishes what a "best service provider" represents.

Convergent will partner with OMNIA members to provide an initial review based on a standard template. A preliminary playbook is created where the basics are captured in a document that can be shared within teams. It is typically written by a Program Manager, with support from the Lead Account Executive. If a Program Manager is not yet assigned, the Lead Account Executive will create this document. The Playbook is shared with every CTC working on the account and key stakeholders. This version typically includes basic information such as, but not limited to:

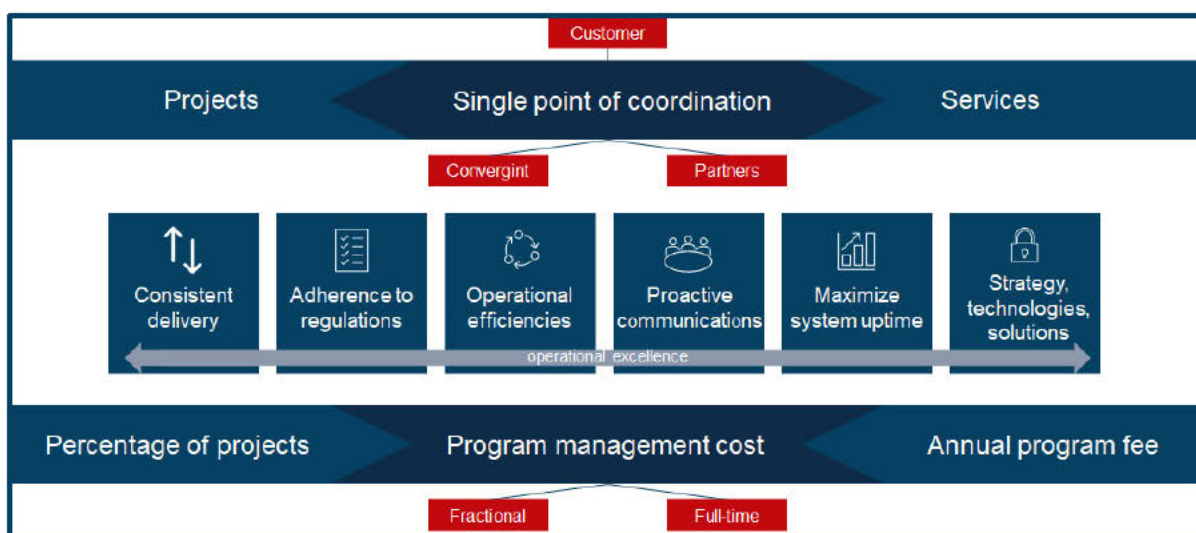
- Customer locations
- Key contacts (Convergent and the OMNIA member)
- Customer standards
- Billing instructions

As the relationship with the OMNIA member matures, updates to the Playbook are incorporated. The document is expanded upon to include all details around the engagement. Like the initial Playbook, it is also based on a standard template. The following information is typically incorporated into the Playbook (in addition to items listed above):

- All key stakeholders and support personnel
- Proposal, project, and service processes
- Standards, regulations, and best practices
- Detailed installation and service requirements
- Other technical specifications
- Escalation paths
- SLAs
- KPIs
- Requirements to work on-site
- Safety procedures

Benefits and Value

The Playbook serves as a comprehensive “rules of engagement.” It is a dynamic document that is reviewed and updated regularly as new or additional requirements are identified. Creating the Playbook with OMNIA members allows Convergent to maintain a single document that serves as an authoritative source to outline success. It is the cornerstone of the customer program that helps Convergent understand our customers and to help all colleagues deliver proposals, projects, and services on time, on budget, and to OMNIA member expectations.



Quality Assurance/Quality Control (QA/QC)

Convergent maintains an internal Project Quality Assurance (QA) and Quality Control (QC) Program document to set the standard for projects nationally and globally. QA/QC at Convergent involves managing the project's technical aspects and schedules, coordinating all project activities with the customer, evaluating, and managing project risk areas within the project team, and much more.

QA/QC goes hand-in-hand with being our customer's best service provider. Our partnership allows us to work together to ensure the proper processes and protocols are met at every project step.

Convergent can work with OMNIA members to establish an approach and define the procedures and protocols that both the OMNIA member and Convergent will follow, including approved equipment, contact information for defined situations, and back-office requirements. This can be done through the Playbook, which is the “how-to” for our partnership.

Convergent delivers advanced technology solutions aligned to the needs of individual businesses while maintaining Quality Assurance and Quality Control. Convergent’s strategic partnerships utilize formal processes to ensure precise project execution and exceptional customer service, focusing on consistent customer communication and integrity throughout the project. Along with clear documentation, Convergent has adopted the Deming Cycle of Processes (Plan-Do-Check-Act).

Plan-Do-Check-Act

Convergent’s quality methodology focuses on providing OMNIA members with service and exceptional performance through teamwork and integrity in monitoring and reporting.

Plan-Do-Check-Act	
Plan	The primary activities of the Plan phase include the development, review, and approval of the Quality Program that guides the project QA/QC approach. Other planning activities ensure consistency between the Quality Program and other project documents and prepare for measurement collection, analysis, and reporting.
Do	During the Do phase, the QA/QC team executes the Quality Program via the following: • Performing audits of processes • Reviewing work products and services • Maintaining activity logs • Documenting, recommending, and reporting the status of assigned preventive tasks • Taking corrective actions to be completed within a risk-driven, specified timeframe We collect, store, analyze, and report measurements by designated project team members.
Check	In the Check phase, the results of audits, reviews, measurements, and analyses are compared with the Quality Program specifications to ensure the work is being completed as expected. Non-conformances are reported to the Program Manager and other stakeholders, along with the findings from work performed.
Act	In the Act phase, the Program Manager ensures that performance indicators (metrics) and non-conformances found in products, services, and processes are assessed. Any identified non-conformances are documented and communicated to stakeholders. Issues are prioritized for resolution, escalated based on their priorities, and tracked until closure. Documented quality successes and problems are analyzed to formulate lessons learned and process improvement actions.

Quality Program Activities

Convergent employs various techniques to ensure quality following our program and depending on the task or the deliverable. General categories of activities include:

Quality Program Activities	
QA records	Records of QA actions, planned reviews, actual reviews, audit results/recommendations, and action items are collected, especially regarding deviations in planned project processes/activities and work products/ deliverables.
Product inspections	Verification determines whether the products accurately reflect the requirements specified for them, i.e., whether it was built right. Validation determines whether the product, as provided, can fulfill its intended use, i.e., whether we installed the right thing.
Process reviews	We determine if the processes/procedures (design/development, testing, deployment, operations, and maintenance) defined in the project plans are followed.
Staging/pre-deployment testing	Combined with the project phasing in the Customer's project schedule, the approach minimizes deployment risk. This method of starting with documentation and a testbed aligns with our existing staging process of completing design and testing before actual deployment.
Document reviews	We complete and review all document deliverables before submission to the Customer.
QC checklists	Commissioning documents are used to inspect product functionality within the approved design metrics.
Escalation procedures	We specify the order and timing for the escalation of quality non-conformance issues. The objective is to resolve problems as quickly as practical and at the lowest level of the organization possible.
Metrics	We quantify the effectiveness of our approach and practices. Convergent uses various tools (including our iCare web-based platform) to automate the collection, analysis, and reporting of our performance.
Customer feedback	This includes regular, open, and honest management interaction at all levels to ensure we maintain a clear understanding of Customer's needs and concerns and maintain a positive partnership. We establish regular reviews at each level of the organization to discuss future requirements, risks and mitigation plans, operational successes, staffing gaps, performance issues, and other points of interest.



Tab 5
Value Add



TAB 5 – VALUE ADD

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.



The Advanced Cyber Solutions Program offers Convergent that focuses on the development and integration of physical and cybersecurity. This includes integrating policies, governance, procedures, infrastructures, systems, facilities, intellectual property, material, and personnel into a cohesive security program that improves physical and cybersecurity while reducing cyber vulnerabilities.

Our Advanced Cyber Solutions Team provides a wide range of tailored services for the energy, oil and gas, transportation, financial, and smart cities marketplace, fully informed by Convergent's extensive global experiences. We evaluate current threat defenses then co-innovate both IT and Operational Technology (OT) security to provide advanced and tailored customer solutions that reduce physical and cybersecurity risk, resolve pain points, and optimize operational efficiency.

Security of Security – Our First Priority

In alignment with our V & B #6, "We expect to be our customers best service provider," we have developed an integrated Security Operations Program that unifies the people, process, and technology elements of our business into a hardened defense. We demonstrate our commitment to security by taking a proactive stance that ensures that we operate our business employing leading-edge technologies and programs across all operational activities that far exceed industry standards.

Cyber Hardened Operations

The way we operate our business creates our first line of defense for our customers. Convergent invests in each of these domains by providing industry-leading cybersecurity training, office-by-office governance of policies and procedures, along with agency-grade network monitoring and incident detection response systems. We have hardened our IT systems, implemented physical security procedures and controls, and have adopted enhanced cybersecurity and data handling guidelines across the organization, with the result being that Convergent has an established reputation as a trusted partner in rigorous compliance sectors, including high security and big data management.

Cyber Hardened Integrations for our Customers

Security of security is our highest priority, and our advanced solutions team ensures our customers' IoT-enabled and OT devices, including cameras, access control, and identity management systems are managed to the same high standards as traditional IT devices like computers and servers.

Each year we deploy hundreds of thousands of IoT-enabled devices. The proper configuration of these devices reduces the vulnerabilities they create as attack surfaces. Our technical teams have worked with our product partners, cybersecurity consultants, and independent certification organizations, such as UL, to develop policies, procedures, and governance programs to create standards on how we deploy IoT-enabled systems.

We utilize industry-leading password management systems and tools to ensure that each and every system has unique, highly complex passwords that restrict access according to the principles of least privilege. All systems are inspected to apply the latest firmware and software updates. These discrete services are an optional component of any systems deployment and are customized to each customer's unique operational environment and compliance requirements. In many cases, our product partners have developed hardening guides and/or best practices for their technology, and we augment that, when necessary, with tailored hardening by our expert technicians.

IT and Managed Services

Technology management is a critical component of organizational security with technology changing rapidly. Our customers rely on Convergent's managed service expertise and support, so they can focus on servicing their own customers and growing their business. Our IT and managed services include remote monitoring and management, colocation services, backup, and disaster recovery solutions, vulnerability assessments, licensing, firewall, server, and end-user device management, including desktops, laptops, monitors, printers, and mobile devices.

Cybersecurity Services

Convergent cybersecurity services help our clients by providing solutions from the intelligence world to companies looking to better protect themselves from hostile nation-states and other advanced threat actors.

Our consultants are an integrated team of former Central Intelligence Agency (CIA), Federal Bureau of Investigation (FBI), and National Security Administration (NSA) cyber experts with decades of real-world experience conducting operations on behalf of the US Government against our nation's most advanced adversaries. We leverage this expertise to provide our clients the benefit of the offensive operator's perspective.

Our team offers:

- Vulnerability and risk assessments
- Insider threat mitigation
- Incident response planning and management
- Cybersecurity training
- Identity management architecture
- Red team and penetration testing
- Managed CISO



Password and patch
management



Device
hardening



Managed detection
and response



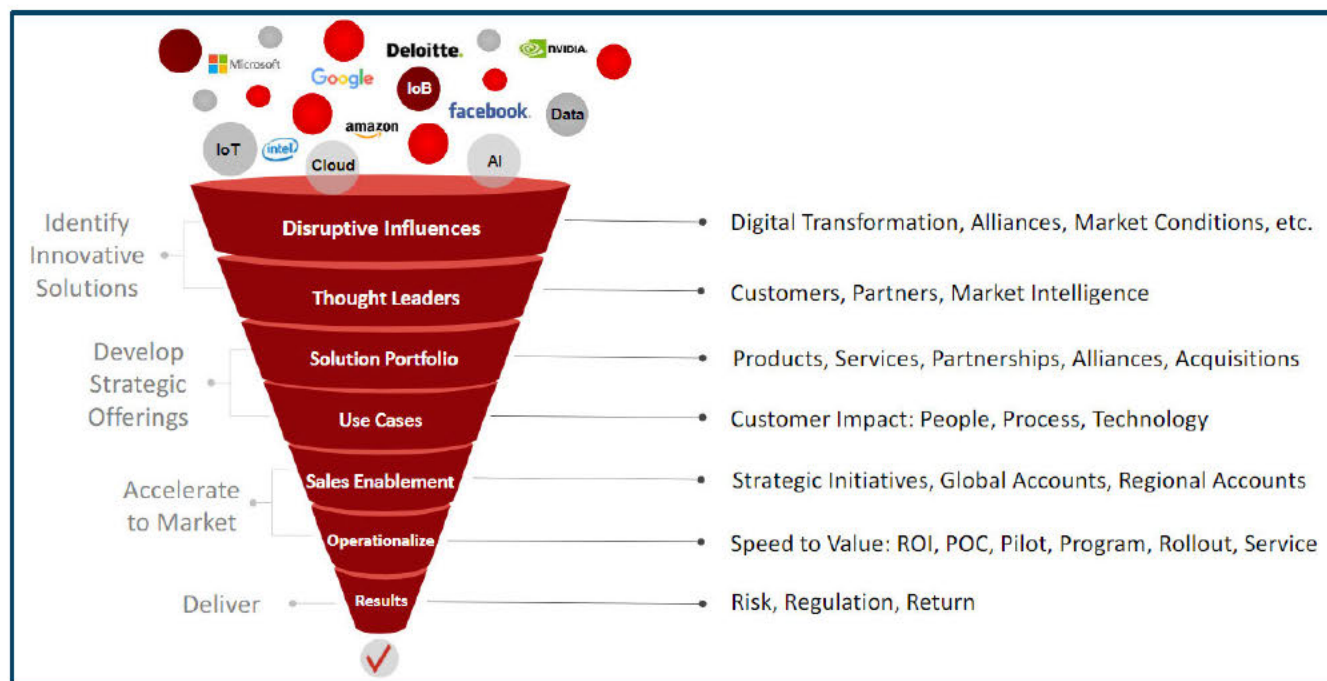
Health
monitoring



IoT
automation

convergent® | digital transformation

Convergent core principles of Digital Transformation have evolved over the last couple of years. Digital Transformation is connecting the physical to the digital world by bringing IoT, Data, Artificial Intelligence (AI), and Cloud to enterprise operational systems. Our mission is to provide innovative thought leadership to customers and colleagues for core, advanced, and disruptive solutions that turn information into intelligence. The Key Strategies are to Identify innovative Solutions, Develop Strategic Offerings, and Accelerate to Market.



BuildingReports

Convergent partners with BuildingReports to provide a secure, web-based reporting system for customers. BuildingReports' innovative web-based solution helps to guarantee timely inspections and that maintenance is fully documented following established standards.

BuildingReports leverages innovative technology and on-demand reporting tools to dramatically improve the building safety inspection process, leading to lower inspection costs and significantly reduced compliance risk. Convergent relies on BuildingReports' easy-to-use mobile scanning tools, online report database, and management tools to inspect and maintain the safety devices in buildings appropriately served. BuildingReports uses unique, registered barcodes on security devices such as cameras, video recorders, card readers, control panels, head-end equipment, and other system devices. Convergent's field personnel use a secure phone app to scan devices and upload results to a secure web-based account. As each individual device is tested, the device is scanned, and critical maintenance information is documented. In addition, the data at the time of the inspection is automatically recorded with the scan of the barcode.

This valued service can simplify costly paper-based maintenance with real-time data and on-demand reports for OMNIA members. Unique barcode registration of field devices ensures comprehensive real-

time inspections, helps prevent missed items, and facilitates a fast response time for devices in need of repair. Devices in classified areas are restricted to paper forms for inventory and maintenance reporting.

Scanned items are immediately available in a report format on a dynamic webpage or in a document downloaded by authorized users. Color-coded status flags immediately summarize the building test status: normal, discrepancies found, or devices failed. An ongoing summary report is maintained and updated at the conclusion of each preventative maintenance visit summarizing the equipment tested, the performance of each piece of equipment, and recommendations for correcting any noted deficiencies.

This unique barcoding technology has many benefits when managing customers including:

- **Asset Tagging:** With thousands of security devices located in hundreds of facilities across the country, an electronic barcoding system is the only efficient and accurate way to track and verify device type, status, and location
- **Confidence Testing:** The use of a barcoding system to document preventative maintenance testing ensures that all devices have been visited during preventative maintenance while flagging any devices that were not tested during any specific visit
- **Regulatory Compliance:** BuildingReports provides electronic records verifying the date and time that maintenance was performed and that the system was in proper working order
- **Repair Tracking:** BuildingReports allows the user to identify failed components via a color-coded flagging system and update the status once a failed component has been repaired

Microsoft Power BI

Convergent routinely conducts check-in meetings with our customers and utilizes reporting tools, such as Microsoft Power Business Intelligence (Power BI), to review critical actions and progress to completion. Power BI brings visibility to the customer data using unified, scalable self-service and enterprise business intelligence platforms. Convergent uses Power BI to show service performance and display critical data reviewed during meetings between Convergent and the OMNIA member.

Power BI is a signature data analytic platform that is part of the Microsoft Office 365 suite, which Convergent uses on an enterprise level. Convergent can leverage this software to analyze and provide data for tracking SLAs, project performance, and spending. Power BI interprets data from single and multiple sources such as Smartsheet®, Microsoft Excel, and Convergent iCare to provide a holistic data visualization concept customized to the OMNIA member, including artificial intelligence (AI) capabilities of querying data by asking plain-language questions garnering a response.

Through Power BI, Convergent can show the customer how to maximize efficiency and track SLAs with customized modules. Finally, through Power BI's depth, Convergent can track large-scale projects using a custom dashboard for the customer to track completion across multiple locations, with custom widgets in a graphical format to visualize real-time project completion.



The Professional Services Group (PSG) is comprised of highly skilled subject matter experts (SMEs) in a variety of access control and video management systems. Our team is comprised of three (3) dedicated PSG Leaders and over 40 PSG Community members across the nation to support our customers.

The PSG supports a higher level of systems integration, design, implementation, and application scripting and development than that commonly found in a traditional physical security installation organization.

The PSG will aim to allow OMNIA members to design their security system(s) to do specific tasks that are either too expensive or not offered by the manufacturers. PSG will collaborate with the customer to create a custom solution to meet complex business needs. When partnering with PSG, the customer can utilize our Convergent Sales and Leveraged Services Teams to address their needs in the long term.

PSG services solve unique customer business challenges, including:

- Design and implementation of system architecture
- Business continuity/disaster planning
- System upgrades
- Migration to enterprise systems
- System audits
- Database integration
- Database migration
- Active Directory integration
- Custom applications
- Custom reports

PSG has multiple service offerings:

- Customer scripting
- Integrations to HR systems and other disparate applications
- System planning
- System audits
- Enterprise deployments
- Enterprise upgrades
- Consulting
- Business continuity planning
- Disaster recovery planning
- Custom reporting
- Support to colleagues
- Training



System Audits and Optimization

System audits and optimization should be done yearly. PSG performs an entire system audit using system reports, historical data and statistics, and system configuration(s). The audit will compile all information from the above reports and data to conduct a complete analysis of the system(s), create a report of the existing system(s), and create a recommendation report on how to enhance the system(s).

Custom Integrations

Custom integrations are a unique offering from Convergent. We can provide custom integrations to OMNIA members who need to integrate with a device, a software package, or an automatic process. This service requires higher skills because such integrations require various programming languages, manufacturer Software Development Kits (SDKs), Application Programming Interfaces (APIs), and web services and an understanding of how it interacts with the access control system.

These offerings are designed around customer specifications, assuming the SDK, API, and/or web services will allow such integrations. In this interactive process between PSG and the customer, PSG has final approval on the written final specification before the design or code is written.

This service can be extended to offer a service agreement for PSG to maintain this integration with a yearly service contract. This protects the customer's investment by updating the integration for a newer version of the SDK, API, and web services, a more recent version of the security application, or a new feature desired by the OMNIA members.

Custom Reports

Custom reports are the most common service requested by customers because of the industry they are in, compliance requested by the industry or government, or the security team's need to make their jobs more straightforward and comfortable on a day-to-day basis.

PSG will collaborate with the customer to identify specifications and the reporting/scripting facilities on the system(s). This service can be extended to offer a service agreement for PSG to maintain the custom report(s) with a yearly service contract.

Quarterly Business Review (QBR)

One of Convergent's most deeply-held Vs & Bs is **I keep everyone informed—communicate, communicate, communicate.**

Good communication is the cornerstone of any successful program. When leading Convergent's efforts through a program, the Convergent's Program Manager and Lead Account Executive's primary role is to focus on communicating. The program team encourages collaboration by leveraging the nation and creates alignment by engaging colleagues, the customer, and our partners in all conversations, messages, and meetings. During a QBR, the program's health, sales activities, projects, and service are discussed in a scheduled presentation.

While OMNIA members may request this review on a different cadence, as the name indicates, Quarterly Business Reviews should be held no less than quarterly. These engagements are an opportunity to:

- Review our performance and related metrics of our services
- Share overall progress
- Review upcoming initiatives and projects
- Address decisions that need to be made
- Align the strategies of the program
- Present organizational updates
- Address obstacles and challenges
- Celebrate achievements
- Introduce additional technologies and solutions
- Introduce the extended account team and leadership

QBR's allow Convergent to collaborate and align with our customers. A typical agenda includes:

- Introductions and team updates
- Safety
- Values and Beliefs
- Action items from last QBR
- Program updates and new initiatives
- Project updates

- Service updates
- Performance tracking
- Partnering for improvement
- Technology and enhancement solutions

The dialogue between key stakeholders from these meetings provides real-world insights that replace assumptions, drive adjustments to strategies, strengthen relationships, and increase trust in Convergent's capabilities.



Solving complex challenges to deliver business outcomes

convergent

Convergent value

Convergent's Professional Services Group (PSG) is a team of **subject matter experts** focused on enabling customers to **maximize their system investments** through custom integrations and lifecycle management. Our team of dedicated professionals offers a suite of proactive services tailored to **maintaining system integrity and uptime.**

Convergent services

- ✓ Enterprise upgrades
- ✓ Maintenance & monitoring
- ✓ Custom scripting
- ✓ Remote management
- ✓ Network design
- ✓ Access control integration
- ✓ Database segmentation
- ✓ System optimization
- ✓ Recovery planning

convergent.com

convergent | professional services



Tab 6

Additional Required Documents (Appendix C)

a. through f.



TAB 6 – ADDITIONAL REQUIRED DOCUMENTS (APPENDIX C)

A. ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC'S OPEN RECORDS POLICY (APPENDIX C, Doc #1)

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

Please see proprietary/redacted proposal as required with submission. Sample proprietary information includes pricing, MSRP, resumes, and key contact reference information.

Date

01/03/22

, Executive Vice President

Authorized Signature & Title



B. ANTITRUST CERTIFICATION STATEMENT (TEX. GOVERNMENT CODE § 2155.005) (APPENDIX C, DOC #2)

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

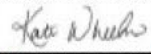
I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

Convergent Technologies LLC

Contact


By signing this document, I certify that I am duly authorized to execute this contract on behalf of the company, corporation, firm, partnership or individual (Company) listed below.

Signature

Katelyn Wheeler

Printed Name

National Government Contracts Manager

Position with Company

Address

1 Commerce Drive

Schaumburg, IL 60173

**Official
Authorizing
Proposal**


Signature

Mike Mathes

Printed Name

Executive Vice President

Position with Company

Phone

301-291-7529

Fax

301-459-8731

Version April 13, 2020

**C. IMPLEMENTATION OF HOUSE BILL 1295 CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
(APPENDIX C, DOC #3)**

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

D. TEXAS GOVERNMENT CODE 2270 VERIFICATION FORM (APPENDIX C, DOC #4)

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, N/A, as an authorized representative
of _____

N/A, a contractor engaged
by _____

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

N/A
Signature of Named Authorized Company Representative

N/A
Date

Appendix C, DOC # 5

FELONY CONVICTION NOTIFICATION

Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a

E. FELONY CONVICTION NOTIFICATION (APPENDIX C, Doc #5)

felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This Notice is Not Required of a Publicly-Held Corporation

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Offeror shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §§153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Except as otherwise provided herein, Offeror will obtain and certify in writing, before work begins, that the Offeror has received all criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Offeror/Contractor or Subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on Region 4 ESC's, or Participating Public Agency as applicable to the Texas Education Code, property where students are regularly present or at another location where students are regularly present. Awarded Offer(s) shall assume all expenses associated with the background checks and shall immediately remove any employee or agency who was convicted of, receive probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Region 4 ESC's property or other location where students are regularly present.

Offeror/Contractor or sub-contractors may not work on Region 4 ESC's, or Participating Public Agency where the Texas Education Code may be applicable, property where students are present when they have been convicted, received probation, or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
2. Any sex offense;
3. Any crimes against persons involving:
 - a. Controlled substances; or
 - b. Property; or
4. Any other offense Region 4 ESC, or Participating Public Agency where the Texas Education Code may be applicable, believes might compromise the safety of students, employees or property.

I, Mike Mathes, as an authorized representative of

Convergent Technologies LLC, the Offeror verify that:

A. My company is **not** owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official:  Date: 01/03/22

B. My company is **owned** or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s) : _____

Date: _____

C. My company is a **publicly held** corporate, therefore, this reporting requirement is not applicable.

Signature of Company Official: _____ Date: _____

F. ANY ADDITIONAL AGREEMENTS OFFEROR WILL REQUIRE PARTICIPATING AGENCIES TO SIGN

Additional Agreements: If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal.

Convergent requires no additional agreements.



Our Colleagues

At Convergent, our greatest strength is our people. We have thousands of colleagues across the globe and invest \$20 million per year on colleague training and certification.



Our Service

Our vertical expertise understands specific business and service needs, and we offer a suite of tools for consistency of execution and unparalleled service delivery.



Our Culture

Our Values and Beliefs are a compass for our business, and drive our culture of service to customers, colleagues, and communities.



Our Partners

Convergent is strategically aligned with the world's leading technology partners to deliver top solutions to our customers.



Our Innovation

We offer innovative services and solutions designed to deliver measurable business results for mission-critical markets.



Our Platform

Convergent is purpose-built to deliver scalable service across the globe, with local leaders empowered to make decisions close to the customer.