



APPENDIX D TO DIR CONTRACT NO. DIR-SDD-2216

Security Proposal

Date: _____

Quotation: _____

To: SAMPLE
Austin, TX

Project: SampleProposal

Attn: Customer

From: Convergent Technologies

**Billed Upon
Storage** _____

Richard J. Wright

richard.wright@convergent.com

Mobile: (512) 689-1990

Direct: (512) 351-4042

Fax: (512) 532-6624

Convergent Technologies is pleased to provide this proposal for your consideration. All components are warranted for a period of one (1) year, unless *otherwise* specified, against all defects in material workmanship. This quotation shall remain firm for a period of forty-five (45) days from the proposal date, and price is based upon delivery of equipment within three (3) months. Convergent Technologies payment will be handled in accordance with Appendix A, Section 7C of DIR Contract No. DIR-SDD-2216.

Security System Scope of Work

Type Here...

Performance Items

Yes	No	Description
		Material (listed on the BOM)
		Freight (prepaid)
		Applicable Taxes
		One-Year Warranty on Parts
		One-Year Warranty on Labor
		Low Voltage Permits
		Electrical Installation Permit
		Technical Work and Drawings
		Record Documentation (As-Built)
		System Programming
		Project Management
		Mounting/Termination of Proposed Devices
		Testing of all Proposed Devices
		Operations & Maintenance Manuals
		Owner Training
		System Meets Plans/Drawings
		System is Design-Build
		Payment & Performance Bonds
		Installation of Wire and Cable
		Installation of Conduit and Boxes
		Installation of Wire Hangers
		Specialty Back Boxes

Yes	No	Description
		Installation of Specialty Back Boxes
		Connection to Building Fire Alarm Panel
		Installation & Power of Control Panels
		Installation & Power of CCTV Cameras
		Installation & Power of Intrusion Panels
		Installation & Power of Intercom System
		Installation & Power of Video Recorders (DVR/NVR)
		120 VAC Power Receptacles
		Lifts and Hoists
		Floor Coverings for Lifts and Hoists
		Fire Stopping (Excludes Existing Penetrations)
		Patching and Painting
		Electrified Door Locking Hardware
		Additional Lighting Requirements for Cameras
		Ceiling Tiles and Ceiling Grid Repairs
		On-Site Lockable Storage Facility
		Vertical Core Drilling
		Horizontal Core Drilling
		Servers by Convergent
		Servers by Others
		Workstations by Convergent
		Workstations by Others



Convergent Technologies

3913 Todd Lane,
Suite 106
Austin, TX 78744
(512) 351-4042 Fax (512) 532-6624

Sample Proposal

2041910907

No	Qty	Part	Description	Unit Price	Ext. Price
			Equipment Total		\$0.00
			Total		\$0.00



Alternates

- NA

Clarifications and Exclusions

- All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
- Low voltage wiring shall be installed in open cable.
- Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
- Permits or associated fees are not included.
- Customer to provide static IP addresses and network connections at panel locations.
- Customer to provide a secured staging & storage area for project related materials.
- Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
- Payments will be made in accordance to Appendix A, Section 7C of DIR Contract No. DIR-SDD-2126.
- Taxes will be handled in accordance to Section 4F of DIR Contract No. DIR-SDD-2126.
- Indemnification will be handled in accordance to Appendix A, Section 9A of DIR Contract No. DIR-SDD-2126.
- Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents. In no case may the negotiated terms conflict or diminish the terms of DIR Contract No. DIR-SDD-2216 and if conflicts should arise DIR Contract No. DIR-SDD-2216 shall control.



Project Investment

Total Project Investment:

\$0.00

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

Sincerely,

Convergent Technologies

Richard J. Wright

By signing below, I accept this proposal and agree to the Terms and Conditions in DIR Contract No. DIR-SDD-2216 and those contained herein.

Customer Name (Printed)

Date

Authorized Signature

Printed Name/Title



December 16, 2010

SAMPLE
Austin, TX

Reference: Sample Proposal Customer Support Program

Thank you for considering Convergent Technologies as your security service provider of choice. The intent of this Customer Support Program (CSP) is to assist you in maintaining your installed electronic security system and minimize system malfunctions and associated downtime. Our goal is to work with you to maintain the integrity of the system and to assist you in providing a safe and secure environment for your occupants.

Convergent Technologies is committed to providing long-term customer satisfaction and support for SAMPLE well beyond an initial system installation. All Convergent installations include a standard warranty against all defects in material workmanship for a period of one (1) year as well as the following services:

- / Standard Product Warranty
- / 2-5 Business Day Response
- / Standard T&M Rates

A Convergent Customer Support Program extends well beyond the standard coverage described above which includes the following service offerings as part of our Standard CSP Agreement:

- / Preventive Maintenance
- / Next Business Day Response
- / Preferred 24/7 Hourly Service Rate
- / iCare Manager

Beyond our Standard CSP Agreement, Convergent Technologies also offers the following additional and customizable services as part of this Agreement.

- UL/ULC Listed Monitoring
- Program Discretionary Fund
- Comprehensive Labor Coverage
- Comprehensive Component Coverage
- Remote On-Line Diagnostics
- BR.com Web-Based Inspection Reporting
- iCare Executive
- On-Site Systems Security Specialist
- Priority Emergency Service Response
- Staff Training
- Enhanced Staff Training
- Annual Software Support
- Database Management Services

Standard CSP Service Offerings

Preventive Maintenance - On a scheduled basis, Convergent will provide security system preventive services for components listed within the equipment list contained herein. All preventive maintenance testing will be performed in accordance with manufacturer's recommendations, and will address areas that can adversely affect system performance. Preventive maintenance will include a visual inspection and functional test of security components as listed in the attached equipment list.

Next Business Day Response - After a service call is placed under a standard Customer Support Program, Convergent Technologies will respond (on-site) to customer service calls by the next business day Monday through Friday 8:00 AM to 5:00 PM.

Preferred 24/7 Hourly Rates - Customers with a Convergent Technologies Customer Support Program automatically receive a preferred flat hourly labor rate for all time & material related service calls. Regardless of what time of day, what day of week, weekend, or holiday, our CSP customers will be charged a single flat rate for time & material work performed. This preferred flat rate can be found on the page two of this proposal.

iCare Manager - This value added online service provides our customers the ability to Create and View Service Work Orders, View Installation Jobs, View Service Work Order Status Report, Customer/Convergent Contact Information, Online Help and Customer Survey Feedback.

Optional CSP Service Offerings

In addition to our standard Security Support Services, Convergent Technologies offers the following customer selected support services:

UL Listed Monitoring

Included

Convergent provides customers with UL listed monitoring services providing customers with 24/7 facility alarm protection. Utilizing Emergency24, Convergent provides customers with fully redundant monitoring services resulting in an extraordinarily reliable monitoring network. Customers have access to monthly reports and have the ability to administer account information from a secured internet connection. This means that Convergent, or customers themselves, can change emergency contact names and associated numbers directly from any internet connection.

Program Discretionary Fund

Included

Convergent Technologies understands the difficulty that customers face securing capital expense dollars to upgrade older technology or replace failed components. Our customers now decide how much money to include in the Program Discretionary Fund. The fund is intended to be used for repairs to the system, or technology upgrades to the system. Throughout the year, as parts are replaced or upgrades are implemented, the amount required to pay for these services will be deducted from the funding included in the Customer Support Program. This will be tracked throughout the year so that both the customer and Convergent know exactly what the latest balance is for this fund. This Program Discretionary Fund will be required to be spent during each annual agreement period. The following annual dollar amount has been established for this Program Discretionary Fund:

Comprehensive Labor Coverage

Included

For those customers seeking to manage their financial risk associated with emergency service and repair labor, this option is intended to provide comprehensive labor coverage upfront for: 1) Emergency Service Calls, 2) System Troubleshooting & Diagnostics, and 3) Component Repair Labor.

Note: Unless Priority On-Site Response Option is selected, this labor coverage will be provided during normal business hours (Monday – Friday 8:00 AM to 5:00 PM)

Comprehensive Component Coverage

Included

For those customers seeking to manage their financial risk associated with the replacement of failed system components, this option is intended to provide comprehensive component coverage for the equipment identified in the equipment list of this agreement.

Note: Components will be replaced with similar technology available at the time of such replacement. Technology upgrades or system enhancements are not included as part of this coverage option. The Program Discretionary Fund may be used for these types of upgrades, if selected by customer in this agreement.

Remote On-Line Diagnostics

Included

Convergent will utilize an industry standard authentication technology to remotely access your security system and resolve technical issues in real time resulting in a savings of both time and system downtime. A Convergent Support Specialist, with the support of a screen sharing session, will work directly with your personnel for initial call support and troubleshooting. If the issue cannot be resolved on-line, a more refined service response will result including the dispatching of a security service representative. In addition, remote service diagnostic support provides a valuable tool for your personnel by providing hands on training on system troubleshooting and software services.

Optional CSP Service Offerings Continued

On-Site Security Specialist

Included

The On-Site Security Systems Specialist will report directly to Convergent Technologies, with day-to-day accountability to our customer. Specific goals will be established and progress against these goals will be measured quarterly during a formal goal review meeting. The On-Site Security Systems Specialist shall manage and administer standards and security operations procedures and assist security personnel in day-to-day security system operations. This option provides customers with a dedicated resource ensuring system integrity, standardization, and continuity. This is accomplished through program management, technical skills, and innovative communication tools.

Priority Emergency Service Response

Included

Convergent Technologies realizes that many customers will require a more immediate response to service calls deemed to be priority one. By selecting this Priority On-Site Response option, Convergent Technologies will commit to responding to these service calls on a 24/7 365 days a year basis as follows:

Monday - Friday (Normal Business Hours) - Four (4) Hour On-Site Response

Monday - Friday (After Hours) - Four (4) Hour On-Site Response

Saturday/Sunday/Holiday - Four (4) Hour On-Site Response

Staff Training

Included

Convergent Technologies provides on-going security system training services for your staff. Annually, Convergent will provide a four (4) hour training course designed to improve the knowledge and efficiencies of your security staff. Training will be customized to your specific facility and system and will typically include the following topics: system architecture, overall system operation, alarm response procedures, trouble shooting techniques, management report generation, etc. The benefit of this training is that your staff will become more familiar and comfortable with the security system, and be able to respond effectively and efficiently to alarm situations.

Enhanced Staff Training

Included

Convergent Technologies Standard Customer Support Program includes four (4) hours of on-site operator training. Customers can add additional operator training blocks, in increments of four (4) hours each, to increase the level of training that will be required.

Annual Software Support

Included

Convergent Technologies provides customers a comprehensive security software support plan that allows them to keep pace with all software revisions and advancements as they are made available by manufacturers. Such revisions will keep your installed system operating with the latest technology. Software upgrades typically occur annually, however many times they have been released several times throughout a given calendar year. With the proliferation of technology, Software support is invaluable to those customers desirous of keeping their systems current. Covered software is identified in the equipment list of this proposal.

Database Management Services

Included

Convergent will supplement your internal system administration support by providing valued front-end database management services. These services include: 1) System programming changes; 2) Standard & custom report set-up and report generation; 3) On-site or web-based system database back-up and 4) General front-end system diagnostics. This valued service is intended to minimize system downtime and to ensure the system database is fully backed-up in the event of losing your this valuable information.

Optional CSP Service Offerings Continued

BR.com Web-Based Reporting

Included

Convergint's web-based reporting includes the process of applying registered barcodes to security devices such as cameras, video recorders, card readers, control panels, head-end equipment, and other system devices. Within 24 hours following the inspection visit, an on-line database and associated report of the system test is available for viewing, downloading, printing or emailing. This maintenance information can be retrieved anywhere using a standard internet browser. Convergint's web-based reporting system provides immediate documentation to building owners and managers that their security systems are being tested and inspected according to manufacturer's requirements and in a timely manner.

iCare Executive

Included

This value added online service tool includes all of the features of iCare Manager plus: Real-time Status, Metric and Custom reports, access to My Document Library (i.e. document sharing platform), Intranet and Internet Links, Administrative Privileges and Email Notifications.

Equipment List

Terms and Conditions

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

DIR Contract No. DIR-SDD-2216 and this CSP Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the services set forth in the attached scope of work ("Services"). DIR Contract No. DIR-SDD-2216 and the signed CSP Proposal represents the entire agreement between Convergent and Customer (the "Agreement") and may only be amended by a written document signed by both DIR, Convergent and/or Customer. The term of this Agreement will begin on the Services commencement date as specified in the attached scope of work ("Start Date") and continue for the period of time as specified in the attached scope of work ("Duration"). Three (3) one (1) year renewal options may be exercised by Convergent's issuance of thirty (30) days advanced written notice and Customer's concurrence prior to the then-effective expiration date (each a "Renewal Term").

2. Convergent reserves the right to modify the annual CSP Program Cost as identified in Appendix C, Pricing Index of DIR Contract No. DIR-SDD-2216. In the event any provision of DIR Contract No. DIR-SDD-2216 or this Agreement is held to be invalid or unenforceable, the remaining provisions of DIR Contract No. DIR-SDD-2216 and this Agreement shall remain in full force.

3. This Agreement assumes the systems covered are in maintainable condition. If repairs are found necessary upon initial inspection by Convergent, a separate proposal for repair will be submitted for approval. Should this separate proposal be declined, all non-maintainable items will be removed from this Agreement and the CSP Program Cost adjusted accordingly.

4. Customer agrees at no cost to Convergent:

- a. To provide access to all areas of the facility for the equipment identified in and/or relating to the List of Covered Equipment (as specified in the attached scope of work);
- b. To supply electrical service as required by Convergent; and
- c. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

5. It is understood that repair, replacement and emergency service provisions apply only to the systems and equipment covered by this Agreement and identified in the List of Covered Equipment. Repair or replacement of non-maintainable parts of the systems such as, but not limited to, unit cabinets, insulating materials, electrical wiring, structural supports and other non-moving parts, is not included in this Agreement.

6. If UL Listed Monitoring is purchased, Customer shall be required to provide the account setup information contained in the Convergent Technologies Monitoring Service Agreement. Customer will also be required to execute the Convergent Technologies Monitoring Service Agreement prior to the implementation of monitoring service.

7. In the event that the systems, equipment or components included in the List of Covered Equipment are modified, repaired, have a peripheral device attached to them, or are adjusted (hardware or software) by someone other than a Convergent representative after the Start Date of this Agreement (hereinafter "Modification Event"), Convergent shall have the right to exercise any or all of the following options in response to this Modification Event: Require that the Covered Equipment impacted by the Modification Event be subject to reacceptance testing by Convergent; Require removal of the Covered Equipment impacted by the Modification Event from the List of Covered Equipment, so that the Services hereunder will not apply to such equipment; Require termination in accordance with Appendix A, Section 10B of DIR Contract No. DIR-SDD-2216.

8. In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where such Services are to be performed, Convergent is entitled to stop providing its Services at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent, in its sole discretion, shall determine when it is "safe" to return to providing its Services at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Indemnification will be handled in accordance with Appendix A, Section 9A of DIR Contract No. DIR-SDD-2216.

9. Force Majeure will be handled in accordance with Appendix A, Section 10C of DIR Contract No. DIR-SDD-2216.

10. This Agreement shall be governed and construed in accordance with the laws of the state of Texas.

11. Customer agrees to pay the amount due to Convergent in accordance to Appendix A, Section 7C of DIR Contract No. DIR-SDD-2216. Taxes will be handled in accordance with Section 4F of DIR Contract No. DIR-SDD-2216.

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

13. Indemnification will be handled in accordance with Appendix A, Section 9A of DIR Contract No. DIR-SDD-2216. **LIMITATION OF LIABILITY WILL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 9K OF DIR CONTRACT NO. DIR-SDD-2216.**

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor

or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 13 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have **no** liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software.

Convergent shall have insurance coverage during the term of this Agreement as required in Appendix A, Section 9N of DIR Contract No. DIR-SDD-2216.

14. In the event of any dispute between Convergent and Customer the dispute resolution provisions of Appendix A, Section 10A shall control. Any assignment will be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-SDD-2216.

15. Notices will be handled in accordance with Appendix A, Section 11 of DIR Contract No. DIR-SDD-2216.

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

17. Sections regarding invoicing, warranty and indemnity shall survive the termination of this agreement.

Version

1.06/07.10.2010