

**Solicitation Number: RFP #030421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Convergent Technologies LLC, One Commerce Drive, Schaumburg, IL 60173 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Facility Security Systems, Equipment, and Software with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 22, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor offers a one-year warranty on labor and will pass through any manufacturer warranty to the Participating Entity. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities.

Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Vendor reserves the right to contract through its Canadian entity, as applicable.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. Vendor will present additional terms related to the discovery, or suspected presence of, hazardous materials at the facility where services are to be performed, and not introduced to the site by Vendor, in the transaction documentation.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.



D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the negligent act or omission in the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. To the fullest extent allowed by law, Vendor will not be liable for special, indirect, incidental, or consequential damages, including commercial loss, loss of use, or lost profits (whether as a direct or consequential damage) even if that party has been advised of the possibility of such damages.

## **12. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and



promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable Vendor, shall protect, defend, indemnify and hold harmless Sourcewell and its Participating Entities, and all others claiming under them from and against any and all actions, proceedings, claims, losses, demands, causes of action, liabilities, damages and expenses (including reasonable attorneys' fees) arising from or by reason of any actual or alleged infringement of any U.S. patent, copyright, trademark or other corresponding right, or any litigation based thereon, with respect to the equipment provided by Vendor, not in combination with any other products or services. This indemnification shall not apply to the extent the infringement is due to any special designs provided by Sourcewell or a Participating Entity, or changes, modifications or unique uses by Sourcewell or the Participating Entity. Sourcewell or the Participating Entity agrees upon receiving a request from Vendor after being put on notice of such claims, to allow Vendor to defend or settle any suit or controversy, and Vendor agrees to satisfy any judgment or settlement of such claims. If a court prohibits future use of any products or services because of an infringement, then Vendor shall have the option to procure the rights to use said products or services for Sourcewell or the Participating Entity from the complaining party or replace said products or services with non-infringing goods, or to refund the purchase price of said products or services to Sourcewell or the Participating Entity. The foregoing expresses Vendor's entire and exclusive warranty and liability and Sourcewell or a Participating

Entity's exclusive remedy as to infringement and Vendor will not be liable for any damages whatsoever suffered by reason of any infringement claimed, except as provided herein.

*5. Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*  
Workers' Compensation: As required by any applicable law or regulation.  
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers’ Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

- \$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor’s security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

- \$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.



B. 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 C.F.R. § 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 C.F.R. § 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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,



developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **22. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Convergent Technologies LLC

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 4/20/2021 | 1:11 PM CDT

DocuSigned by:  
*Mike Mathes*  
By: 96467FCE70C248A...  
Mike Mathes  
Title: Executive Vice President  
Date: 4/26/2021 | 12:52 PM PDT

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 4/26/2021 | 2:59 PM CDT

# RFP 030421 - Facility Security Systems, Equipment, and Software with Related Services

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## Vendor Details

Company Name: Convergent Technologies LLC  
4395 Nicole Drive  
Address: Lanham, MD 20706  
Contact: Katelyn Wheeler  
Email: katelyn.wheeler@convergent.com  
Phone: 443-433-6815  
HST#: 90-0881132

## Submission Details

Created On: Tuesday February 09, 2021 10:20:16  
Submitted On: Wednesday March 03, 2021 16:06:48  
Submitted By: Katelyn Wheeler  
Email: katelyn.wheeler@convergent.com  
Transaction #: 373a272c-f41a-48a8-b0fa-19da31f571a6  
Submitter's IP Address: 47.35.172.137

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Convergint Technologies LLC
2	Proposer Address:	One Commerce Drive, Schaumburg, Illinois 60173
3	Proposer website address:	www.Convergint.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Katelyn Wheeler Government Contracts Administrator 4395 Nicole Drive, Lanham, Maryland 20706 Email: katelyn.wheeler@convergint.com Phone: 443-433-6815
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Richard Shook Senior Director of Business Development 4395 Nicole Drive, Lanham, Maryland 20706 Email: richard.shook@convergint.com Phone: 440-867-0111

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Convergint Technologies LLC (Convergint) is headquartered in Schaumburg, Illinois and has 5,000+ colleagues globally. Founded in 2001, Convergint is an industry-leading global service-based systems integrator and the 2020 #1 Systems Integrator of the year by SDM Magazine for the Third Year in a Row. Our expertise and strategic focus are to provide comprehensive design, installation, and service (maintenance) for integrated building systems, including electronic security, fire alarm, and life safety systems. We are the world's largest security systems integrator with over 19 years of experience and "lessons learned" supporting customers. From day one, delivering value through unparalleled customer service and consistent operational excellence has been foundational at Convergint. Please see attached "Convergint Response to Sourcewell RFP" for more details.
8	What are your company's expectations in the event of an award?	Convergint expects to continue our double-digit sales growth since the inception of our original contract in 2017. Sourcewell quickly became our premier, go-to cooperative purchasing program based upon several unwavering foundational principles mutually exclusive to both of our organizations. We expect the following tenets to remain true to our founding values of quality and integrity: <ul style="list-style-type: none"> <li>• Our company's core values &amp; beliefs</li> <li>• Alignment of our vision &amp; mission with the common theme of serving customers for life</li> <li>• Serving and giving back to our communities</li> <li>• Mutual goals in driving new sales and overall revenue growth</li> </ul>

11	What is your Canadian market share for the solutions that you are proposing?	Please see attached "Convergent Response to Sourcewell RFP" for details.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Convergent has never petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Convergent is an integrator, a reseller, and a service provider. Convergent utilizes its colleagues for all tasks associated with a project. However, if a project needs additional support, Convergent will utilize its Subcontractor workforce as needed.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Convergent complies with all national, state, and local license requirements and is certified for the products and services we provide (if the manufacturer offers certification). Convergent maintains required business licenses to perform our core business functions (security and life safety products, installation, and maintenance) as required by the various jurisdictions and geographical locations. We also maintain licenses required to perform the categories of work in each jurisdiction; for example, many states now require that each field colleague be state-licensed to perform work on alarm systems (low voltage) and electrical licenses to perform commercial electrical work.  Convergent carries and maintains certifications required to perform our duties. We carry man-lifts, specific manufacturer certifications for software and hardware platforms, and industry certifications such as ASIS Certified Protection Professional or various levels of NICET certification.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Convergent has not had any suspensions or debarments applied to our organization in the company's history.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Please see "Convergint Response to Sourcewell RFP" for full details.
[Redacted]		
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Convergint is no longer processing any new orders on its GSA Schedule 84 Contract. SigNet Technologies is the Federal arm of Convergint that currently has a GSA Schedule and is responsible for federal contracts.

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

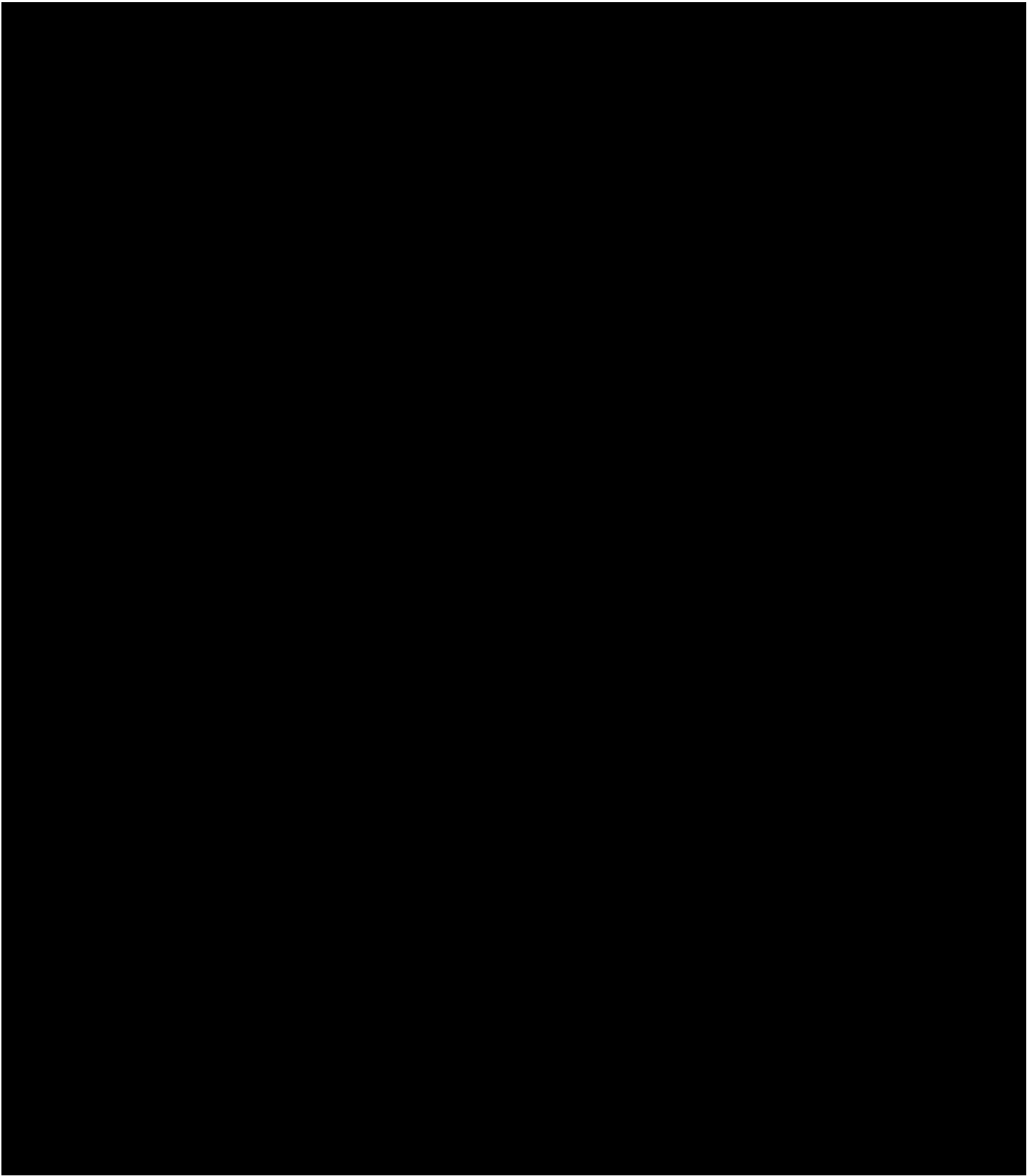
[Redacted]
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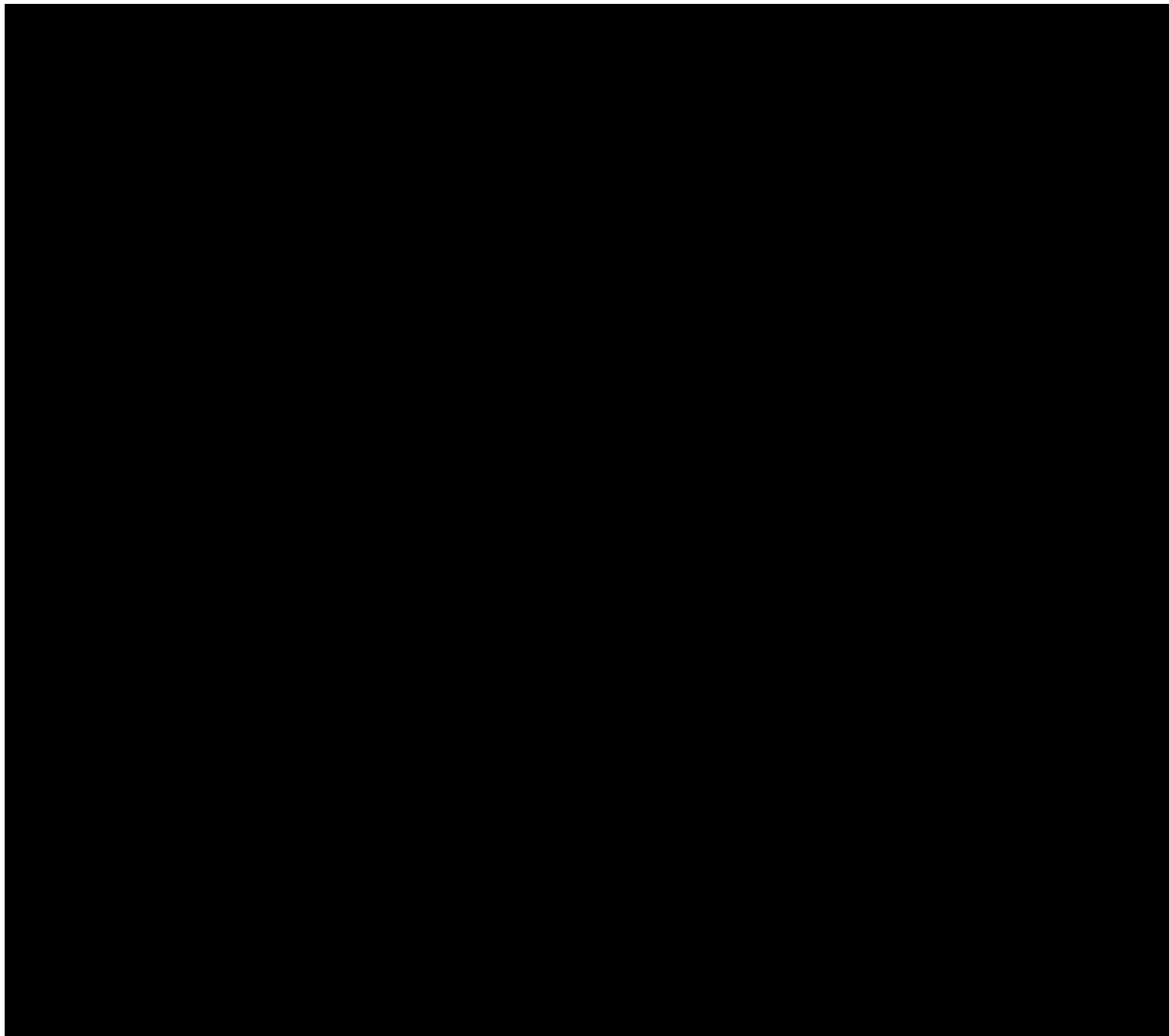
**Table 5: Top Five Government or Education Customers**

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
[Redacted]					







**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Convergint has 275+ Account Executives and Sales colleagues in the US and Canada to market this contract to customers.	*
24	Dealer network or other distribution methods.	Convergint maintains strong relationships with hundreds of world 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 limiting Sourcewell and its members to one provider or one manufacturer, we promote non-proprietary systems enabling you to avoid sole source dependency while ensuring long-term system flexibility and maintaining cost-effectiveness.	*
25	Service force.	Convergint has 110+ Convergint Technology Centers (CTCs) worldwide are open from 8 am - 5 pm local time. Emergency service requests can be called into any local office. If the call falls outside of regular business hours, then the call will be forwarded to our 24/7 call center to address the issue. Each CTC has a full team of installation and service technicians varying in numbers by CTC and region. Typically, there are between 2 to 100+ depending on the market's size.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Convergint can coordinate, plan, evaluate, control, and schedule activities to meet contract deliverables. Our Service Manager can delegate the authority to make day-to-day operational decisions. The team can ensure that deliverables are prepared following the contract and meet all schedules outlined in the SOW. Please see attached "Convergint Response to Sourcewell RFP" for more details.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are the only fully capable team to provide the unique services that address Sourcewell's specific needs and program requirements for this security contract because we provide key differentiators such as the following: Please see attached "Convergint Response to Sourcewell RFP" for more details.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Convergint Technologies LTD (our Canadian entity) is headquartered in Calgary, AB. Convergint has 15 locations throughout Canada that offer sales and service capabilities. We are the only fully capable team of over to provide the unique services that address Sourcewell's specific needs and program requirements for this security contract because we provide key differentiators such as the following: Please see attached "Convergint Response to Sourcewell RFP" for more details.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A – NOTE: Utilize contract in all of US and CAN	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A – NOTE: Servicing all sectors with all services. No limitations.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>A great marketing plan considers the customer's decision-making process and outlines the most effective communication method or methods.</p> <p>The Convergent Marketing Team, in conjunction with our Dedicated SLED Team, successfully deployed a strategic marketing plan for our current Sourcewell contract that allowed for significant reach, visibility, and branding. Our plan to market this contract will have the luxury of building upon our current contract's success, coupled with the extensive reach and growth Convergent has experienced. Convergent's strategic marketing plan for this program is based upon the following principles: Please see attached Convergent Response to Sourcewell RFP" for complete details.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Convergent's technology and digital data portion of our plan will consist of the following, but not limited to, the following strategies:</p> <ul style="list-style-type: none"> <li>• Updated co-branded press release through a digital marketing campaign on social media; LinkedIn, Twitter, Instagram, YouTube, etc.</li> <li>• Outbound activity models leverage our Sales Development Reps (telemarketing), including email and appointment setting campaigns.</li> <li>• Updated dedicated Sourcewell internet web-based homepage; points of contact, contract information and services offered, customer-specific value proposition, and marketing materials.</li> <li>• Demand generation through Convergent specific customer forums and webinars specifically includes cooperative purchasing power, specifically highlighting our Sourcewell program.</li> </ul>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Convergent will continue to work with Sourcewell and its members to maximize our contract's growth mission. Our collective effort consists of having the following mutual goals:</p> <ul style="list-style-type: none"> <li>• Co-authored marketing and branding – example: Convergent and Sourcewell partnering on strategic industry events and targeted trade associations.</li> <li>• Industry-specific strategic initiatives with Convergent and Sourcewell joint business development – example: leveraging grants and funding programs with Sourcewell as the preferred procurement method.</li> <li>• Joint legislative efforts to capture State Contract's leveraging Sourcewell as the Participating Addendum (PA) – example: Convergent's Louisiana State Contract with Sourcewell as the PA.</li> <li>• Geographic expansion – example: Convergent and Sourcewell roll-out and implementation plan for Canada.</li> <li>• Learning and development – example: Convergent's SLEDucation training program with a specific curriculum facilitated by Sourcewell.</li> <li>• Customer meetings and pre-call sales planning – example: member agency research for spend history, number of contracts utilized, relationship alignment with the potential for Convergent/Sourcewell joint sales calls.</li> </ul> <p>Please see attached Convergent Response to Sourcewell RFP" for complete details.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Convergent provides multiple levels of training to participating entities.</p> <p>Ancillary Training - For operational training for low complexity systems such as alarm system training showing how to arm/disarm an alarm system and add/delete user codes, it is usually free for one-on-one training at the time of installation.</p> <p>Onsite Classroom Training – Onsite classroom training typically consists of a field specialist providing lightweight to mid-level complexity content in a classroom environment, potentially using the newly installed Video or Access Control system as the training tool. There is usually an hourly cost and training material cost.</p> <p>Platform Certification Training - This is training at the manufacturer's training facility or the customer site. It is typically taught by the manufacturer's dedicated training staff and provides the end-users with a certificate at the end of the course. This type of training may include travel, per-diem, training fees, PC rental, and documentation fees.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p>Convergent's partners play a significant role in the success of our organization. When delivering complex projects for our customers, connect partners and subcontracting partners are just as crucial as product partners. Our core teams communicate effectively with all partners. Extensive knowledge gained from past project experience to continue to grow will be crucial for the delivery of future success. Please see attached "Convergent Response to Sourcewell RFP" for complete details.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Convergent is dedicated to developing a company culture where leadership and individual colleagues are committed to "making responsible decisions" to ensure:</p> <ol style="list-style-type: none"> <li>1. The health and safety of our colleagues, customers, business associates, and the communities in which we operate.</li> <li>2. The protection of our environment through responsible resource and waste management.</li> <li>3. Sustainability by decision-making and company practices will integrate social, economic, and environmental considerations to meet present needs without compromising future generations' ability to meet their own needs.</li> </ol> <p>Convergent pledges to make continual, measurable improvements in our colleagues' health and safety and environmental aspects of our operations and services. Please see attached "Convergent Response to Sourcewell RFP" for complete details.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Please see attached "Convergent Response to Sourcewell RFP" for complete details.</p>	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Convergent is committed to diversity with our suppliers and has experienced the benefit of working with locally owned businesses in the communities in which we operate. From Convergent's perspective, it is a win all the way around – For minority small businesses, for our business, and for every community we are a part of. We understand how difficult it can be for a small business with good people and service cultures to make connections within larger organizations. Convergent's Supplier Diversity Program was designed to make it easier for minority and small businesses to contact the right people within any of our North American office locations. At Convergent, we evaluate every potential minority supplier on the basis of meeting the following requirements. They must:</p> <ul style="list-style-type: none"> <li>• Be a certified as a minority, women, or disabled, owned for-profit business enterprise which is at least 51% owned, operated, and controlled by United States citizens who belong to any of the following groups: Women, African American, Asian American, Hispanic American, Native American, or Disabled American</li> <li>• Have a minimum 3-year business history</li> <li>• Meet Above Average Quality Standards</li> <li>• Demonstrate Excellence in Customer Service</li> <li>• Offer Competitive Pricing on Your Goods and/or Services</li> <li>• Provide Value-Added Products and/or Services</li> <li>• Meet our Insurance &amp; Indemnification Requirements</li> <li>• Provide at Least Three (3) Customer References</li> </ul> <p>While we are not able to do business with every company that contacts us, we welcome the opportunity to build strong, rewarding relationships with high-quality, diverse suppliers and service providers in the communities that we live, work and play.</p>	*

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Convergent is the only fully capable team to provide the unique services that address Sourcewell's member's specific needs and program requirements for this security contract because we provide key differentiators such as the following:</p> <ul style="list-style-type: none"> <li>• Convergent's Values &amp; Beliefs – Living our company Values &amp; Beliefs ensures that Sourcewell and its members are given care, respect, and commitment throughout the life of our partnership. We encourage our colleagues to live our ten Values and Beliefs on a daily basis at home, work, and in their communities.</li> <li>• Global Strength and Reach – Convergent operates 110+ locations with Dedicated Teams that are committed to your mission.</li> <li>• Security Experts – Convergent colleagues possess Intimate knowledge and experience with security systems in the State and Local environment.</li> <li>• Premier Security Systems Integrator – Convergent is the world's largest Lenel, Software House, and Avigilon Value Added Reseller (VAR). Convergent has also been the Axis Integrator of the Year 8 times over the past 12 years. We leverage our status as the largest independent security systems integrator to negotiate aggressive pricing from our manufacturers, which allows us to provide Sourcewell and its member's with exceptional value.</li> <li>• Innovative Service Delivery – Convergent iCare© web-based portal promotes transparency, improves customer service, and reduces cost through operational efficiency improvement. iCare is a fully integrated tool connected to all aspects of the Convergent enterprise, from schedulers to technicians in the field. iCare successfully manages the efforts of 1,900+ Convergent employees on over 1,000 physical security systems engagements.</li> <li>• Our Colleagues Love What They Do – Convergent is the fastest growing and leading security integrator because of our people. In a colleague survey, 97.5% of our colleagues believe that Convergent is a great company to work for, and 99.5% believe the future at Convergent is excellent. We have people that are experienced and enjoy working at our company.</li> </ul>
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**Table 9: Warranty/Performance Standards or Guarantees**

Describe in detail your manufacturer warranty program or performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty or performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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42	Do your warranties cover all products, parts, and labor?	<p>Convergent provides the following warranty to the Customer:</p> <p>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"):</p> <ol style="list-style-type: none"> <li>That Work performed under this Agreement will be of good quality</li> <li>That all equipment will be new unless otherwise required or permitted by this Agreement</li> <li>That the Work will be free from defects not inherent in the quality required or permitted</li> <li>That the Work will conform to the requirements of the project specification and the Master Services Agreement</li> </ol> <p>The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.</p> <p>Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.</p> <p>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.</p>
43	Describe any performance or service standards or guarantees that apply to your solutions (policies, metrics, KPIs, response times, up-time guarantees, etc.).	<p>All Convergent installations include a standard warranty against all defects in material and workmanship for a period of one (1) year as well as the following services:</p> <ul style="list-style-type: none"> <li>Standard Product Warranty</li> <li>2-5 Business Day Response</li> </ul> <p>A Convergent Customer Support Program (CSP) extends well beyond the standard coverage described above which includes the following service offerings as part of the Standard CSP Agreement:</p> <ul style="list-style-type: none"> <li>Preventative Maintenance</li> <li>Next Business Day Response</li> <li>iCare Manager</li> </ul> <p>Please see attached "Convergent Response to Sourcewell RFP" for full details.</p>
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>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 currently in place, which proves to be the cause of a failure is deemed irreparable.</p>
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Yes. However, if 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.</p>
46	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>No. We are able to provide certified technicians to perform warranty repairs throughout the United States and Canada.</p>



47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.</p> <p>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.</p>	*
48	What are your proposed exchange and return programs and policies?	<p>Convergent does not manufacture or make any products. However, if a part that is ordered from a manufacturer is defective, an RMA (Return Material Authorization) would be created with that vendor. A replacement would be shipped out immediately. Then the faulty part would be shipped back to the manufacturer. Turnaround time varies from manufacturer to manufacturer.</p> <p>Returns are provided on a case-by-case basis and at the discretion of the local CTC.</p> <p>Exchanges are allowable at the discretion of the local CTC.</p>	*
49	Describe any service contract options for the items included in your proposal.	Convergent encourages customers to participate in Customer Support Programs (CSPs). CSPs are service programs that give extended coverage to equipment, reducing unforeseen costs related to maintenance and replacement. These cost savings are ultimately passed on to our customers.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	<p>Net 30</p> <p>Convergent may opt to invoice for a portion of the award based on the percentage of work completed and/or a Schedule of Values (Progress Billing).</p> <p>Convergent may opt to invoice start-up costs incurred to perform under the contract (Mobilization Billing) promptly.</p>	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, Convergent works with leasing programs that are specifically designed for public entities and their legal requirements, such as National Cooperative Leasing (NCL), a Sourcwell awarded leasing contract. We understand the need for these leasing programs when the total project cost doesn't fit into the customer's budget, just the annual lease payments, which usually multiply purchasing power by 3 to 5 times.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	<p>Convergent has a dedicated Contract Vehicle Team for the Cooperate Contracts such as Sourcwell. The Convergent Contract Vehicle Team reviews all proposals and service work that leverage our Sourcwell contract. The review process ensures that all work is captured and reported on a timely basis. Detailed records are kept and followed up on regularly to ensure this as well.</p> <p>Convergent currently reports on numerous contracts, including Sourcwell, on a monthly and quarterly basis. This contract's reporting will reside with the other contract reporting deliverables held by our National Contracts Administrator, Katelyn Wheeler. To date, Convergent has never submitted a monthly/quarterly sales report late.</p>	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, Convergent does accept P-card and/or credit card as payment. There is an additional 2.5% fee for P-card and credit card orders.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Convergint proposed pricing model for the US is based online-item discounts. Please refer to the attachments named "Sourcewell_Proprietary Catalog - Re-Bid Pricing" and "Sourcewell_Public Catalog - Re-Bid Pricing" for detailed pricing data.</p> <p>Convergint proposed pricing model for Canada is based online-item discounts. Please refer to the attachment named "Sourcewell_Canadian Catalog - Re-Bid Pricing" for detailed pricing data.</p> <p>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%.</p>
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Convergint will be providing a percentage discount from MSRP in the pricing proposal of up to 50.02%.
56	Describe any quantity or volume discounts or rebate programs that you offer.	Convergint's volume discounts are determined on a case-by-case basis. Convergint does not offer any rebate programs.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Convergint has identified for projects, comprehensive service agreements, equipment box sales, and the like, "Sourced" or "Open Market" items will be priced at the quote level. In the case of service work and Time and Material (T&amp;M) CSPs, "Sourced" or "Open Market" items are supplied at cost plus a percentage (percentages vary).</p> <p>For T&amp;M service work, Trip/Truck Charges are considered "Sourced" or "Open Market."</p>
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Convergint's catalog pricing does not include freight, shipping, and handling, pre-delivery inspection, installation, set up, mandatory training, or initial inspection.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Convergint has identified for projects, comprehensive service agreements, equipment box sales, and the like, freight, delivery, or shipping will be priced at the quote level. In the case of service work and Time and Material (T&M), CSPs, freight, delivery, or shipping items are supplied at cost plus a percentage (percentages vary).
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Convergint has identified for projects, comprehensive service agreements, equipment box sales, and the like, freight, delivery, or shipping will be priced at the quote level. In the case of service work and Time and Material (T&M), CSPs, freight, delivery, or shipping items are supplied at cost plus a percentage (percentages vary).
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Convergint can provide a potential option. If the delivery site is close to the ordering CTC, in-person delivery options may be available. The CTC will make that determination at the time an order is placed.



**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Convergint designs, installs, and services seamlessly integrated electronic security solutions for commercial, industrial, and government clients. Serving single-site customers and those with a global multi-site footprint, Convergint will design a solution to meet the customers' current needs and provide for future growth plans.</p> <p>Please see attached "Convergint Response to Sourcewell RFP" for full details of our Security and Fire product solutions we offer along with our product partners.</p>
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see question 65 for full details.

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
67	Alarm, alert, and signal systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
68	Building security automation and integration, lighting control, and occupancy detection solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
69	Fire detection, sprinkler and suppression systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
70	Intrusion and breach prevention and detection solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
71	Glass and window security, armor, and ballistic applications and solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
72	Closed circuit television (CCTV), surveillance, and recording solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
73	Facility and parking access control solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
74	Artificial Intelligence (AI) and robotic surveillance solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
75	Facial recognition and thermal screening solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
76	Training, consultative, monitoring, and administrative or technical support services, and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
77	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Please see attached "Convergent Response to Sourcewell RFP" for full details on the metrics we track.
78	Describe any safeguards included in your proposed solutions that protect participating entities' sensitive information.	Please see attached "Convergent Response to Sourcewell RFP" for full details.
79	Explain your organization's approach to cyber security as it relates to your proposed solutions.	Please see attached "Convergent Response to Sourcewell RFP" for full details.
80	Describe how emerging technologies are or will be incorporated in your proposed solutions.	<p>At Convergent, innovation is essential. We have a strategy around staying ahead of the emerging technologies and we are continually working on our innovation approach outlined in the graphic below.</p> <p>Convergent currently drives advances in technology through Innovation. Including Digital Transformation, Customers, Alliances, Products, Services, and Processes, just to name a few. As identified above, Convergent added four (4) new partners to the offers we provide in this proposal compared to our current contract with Sourcewell. Please see attached "Convergent Response to Sourcewell RFP" for full details</p>
81	Explain how your organization has adapted to provide effective service during the ongoing COVID-19 pandemic.	<p>The Convergent Pandemic Response Plan ("CPRP") for COVID-19 outlines how Convergent maintains business continuity during global health crises. Convergent's response is guided by the relevant advisories issued by the Center for Disease Control (CDC) and other public health agencies.</p> <p>Convergent will continue to have an active discussion with our product partners regarding any impacts COVID-19 may have on the manufacturing, shipping, and delivery, which could impact Convergent's ability to provide service to our customers. We are fortunate to work with a wide range of product partners and distribution channel partners that are also maintaining options to maintain a steady supply of products. We encourage our customers to continue engaging with their account representatives on the latest developments.</p> <p>This response plan has the following goals:</p> <ul style="list-style-type: none"> <li>• Minimize health risk to colleagues</li> <li>• Minimize the risk of premises becoming a node of transmission</li> <li>• Ensure plans are in place for colleagues quarantined or infected</li> <li>• Ensure alternative arrangements with suppliers and customers so that business operations can continue</li> </ul> <p>Please see attached "Convergent Response to Sourcewell RFP" for full details.</p>

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Katelyn Wheeler, Government Contracts Administrator, Convergent Technologies LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_8_Facility_Security_RFP_030421</b> Thu February 25 2021 04:41 PM	<input checked="" type="checkbox"/>	4
<b>Addendum_7_Facility_Security_RFP_030421</b> Wed February 24 2021 01:48 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_6_Facility_Security_RFP_030421</b> Thu February 18 2021 12:56 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_Facility_Security_RFP_030421</b> Wed February 10 2021 04:31 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Facility_Security_RFP_030421</b> Thu February 4 2021 03:25 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Facility_Security_RFP_030421</b> Tue February 2 2021 02:17 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Facility_Security_RFP_030421</b> Thu January 28 2021 01:03 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Facility_Security_RFP_030421</b> Tue January 19 2021 12:31 PM	<input checked="" type="checkbox"/>	1