convergint

1955 Evergreen Blvd, Duluth, Georgia 30096
Phone Mobile (404) 643-9113
paul.franco@convergint.com

February 28, 2023

Georgia Department of Corrections
McRae Correctional Facility
112 Jim Hammock Dr McRae-Helena, Georgia 31055
Attention:

Quotation: PF00536476P

Statewide Contract: 9999-SPD0000172-06

Reference: GSC GDC McRae RF Drone Detection

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Scope of Work

Convergint shall provide and install the AeroDefense AirWarden Drone Detection System in accordance with the State of Georgia Contract for Video, Access & Fire, contract #99999-SPD0000172-006.

Proposed equipment:

- Hosted AeroDefense AirWarden Control Server with 10 user subscriptions.
- Four (4) fixed NEMA sensors with one (1) LTE router in NEMA housing and one (1) uninterruptible power supply (UPS)

Installation:

- Convergint will install 110VAC power and fiber to each sensor.
    - Power and Fiber to be sourced from the ShawnTech Power and Fiber rings located at each pole installed by ShawnTech.
- GDC to provide a circuit breaker per fixed sensor for a total of (4) circuit breakers.
- No Wireless Containment System on-site & none planned in foreseeable future.
- State will provide LTE data subscription.

Project-specific Terms:

- All terms and conditions are subject to GA State Contract #9999-SPD-0000172-06.
- Subscription term begins upon customer acceptance.
- Hardware warranty's first year begins upon customer acceptance.
- Minimum Network requirement is 25 Mbps down and 10 Mbps up.
- GDC is responsible for all applicable data plan fees.

Payment Terms:

convergint

- 0% of order total upon order placement.
- Material invoiced upon GDC taking possession and approving.
- 30-day payment Terms from receipt of Invoice.

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	4.00	SK-00112	AirWarden RF Sensor - Wired - Wide Temp Refurbished	$ 16,655.10	$ 66,620.40
2	4.00	SUB-SENSOR-3Y	AirWarden Sensor Subscription - 3 Year	$ 23,520.00	$ 94,080.00
3	10.00	SUB-USER-3Y	AirWarden User Subscription - 3 Year	$ 352.80	$ 3,528.00
4	4.00	SUP-WIRED-3Y	AirWarden RF Sensor - Wired - Wide Temp - Hardware Support - 3 YR	$ 9,993.06	$ 39,972.24
5	3.00	TEST	Test Drone Pilots & Drones	$ 1,176.00	$ 3,528.00
6	4.00	ENG-CALIB	Remote AeroDefense Engineer Calibration	$ 1,911.00	$ 7,644.00
7	3.00	PRO-SERVICES	Professional Services	$ 2,744.00	$ 8,232.00
8	1.00	SUB-CONTROL-3Y	AirWarden Control Server Subscription - 3 Year	$ 58,800.00	$ 58,800.00
9	4.00	FY-PSH600UPS	ENCLOSED UPS INTERFACE BOARD	$ 779.98	$ 3,119.92
10	4.00	C4-CNFE3TX2C	4G LTE CELL ROUTER W 2X10/100T	$ 1,292.84	$ 5,171.36
11	0.50	ND7756619	Cat 6 shielded non-plenum	$ 365.71	$ 182.86
12	4.00	C4-NW4GLTE5	4G/LTE MIMO ANTENNA 5M CABLE	$ 238.44	$ 953.76

Equipment Total	$ 291,832.54
Freight	$ 2,077.08
Installation Total	$ 146,490.38
Total Project Price	$ 440,400.00

convergint

Clarifications and Exclusion

1. All terms and conditions are subject to GA State Contract #9999-SPD-0000172-06.
2. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
3. Low voltage wiring shall be installed via open air code approved methods.
4. Provision or installation of conduit, wire, boxes, fittings, or other electrical installation materials are not included unless specifically listed under Inclusions or Bill of Materials.
5. Permits or associated fees are not included.
6. Customer to provide static IP addresses and network connections at panel locations.
7. Customer to provide a secured staging & storage area for project related materials.
8. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
9. Convergint project mobilization, twenty-five percent (25%) of the proposed sell price which is normally invoiced and due upon customer acceptance of this proposal, is not required due of the conditions of GA State Contract #9999-SPD-0000172-06. However, the total amount of the equipment and freight/warranty will be invoiced and due upon receipt at a Convergint secured warehouse or another customer-determined location.
10. Proposal does not include sales tax unless otherwise noted.
11. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergint and its suppliers to avoid such delays. Customer agrees to provide Convergint with reasonable extensions of time to the extent of any such delays and Convergint agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergint's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergint actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergint's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergint agrees that it shall make commercially reasonable efforts to minimize any such increase.

Performance Items

Items Included	
Installation of Control Panels	Installation of Wire and Cable
Lifts	Loading Software on Customer Provided Computer
Material (listed in the BOM)	One-Year Warranty on Labor
One-Year Warranty on Parts	Project Management
Record Documentation (As-Built)	System is Design-Build
System Programming	Testing of all Proposed Devices
Workstations by Others	

convergint

Total Project Investment: **$ 440,400.00**

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

Sincerely,

Paul Franco
Convergint
Paul Franco

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

	February 28, 2023
Customer Name (Printed)	Date
Authorized Signature	Title

Throughout this Installation Proposal, the term, "Convergint" refers to the Convergint Technologies affiliate operating in the state/province in which the Work is being performed.

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work, including without limitation, goods, services, equipment and software, ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work and, subject to any addendums, represents the entire agreement between Convergint and Customer (the "Agreement"). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergint agrees in accordance with the mutually agreed project schedule:

a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
c. Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergint:

a. To promptly approve submittals provided by Convergint;
b. To provide access to all areas of the facility which are necessary to complete the Work;
c. To supply suitable electrical service as required by Convergint; and
d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergint is first notified of the emergency or failure and until such time that Convergint notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services or software capable of obtaining what may be characterized as biometric information are included in the Work. Any such services shall be governed by a separate agreement.

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

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergint's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergint twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergint will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergint as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergint in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment, Convergint shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergint costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

For the period of one (1) year, commencing at the earlier of substantial completion of the Work or first beneficial use, ("Warranty Period"), the:

a. Work performed under this Agreement will be of good quality;
b. Equipment will be new unless otherwise required or permitted by this Agreement;
c. Work will be free from defects not inherent in the quality required or permitted; and
d. Work will conform to the requirements of this Agreement.

The Customer's sole and exclusive remedy for any breach of this warranty is that Convergint shall remove, replace and/or repair at its own discretion and expense any defective or improper Work discovered within the Warranty Period, provided Convergint is notified in writing of any defect within the Warranty Period.

Any software, equipment or products included in the Work and installed by Convergint shall only carry such warranty as is provided by the manufacturer thereof, which Convergint hereby assigns to Customer without recourse to Convergint or which is exclusively granted to customer in the software documentation. Upon request of Customer, Convergint will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, theft, neglect, modifications not executed by Convergint, improper or insufficient maintenance, improper use or operation; fire, explosion, water exposure, corrosion, rust, adverse environmental conditions or resulting from accidents, or any other Acts of God; fluctuations in the building power supply, failure to provide a power supply, or operating an environment that does not conform to the manufacturer's specifications; repair, service, adjustment, tampering or modification of the equipment by anyone other than Convergint service personnel; negligence or acts or omissions of Customer or any third party (excluding a Convergint service personnel); or normal wear and tear under normal usage. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION 4, NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergint may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergint. If Customer orders any additional Work or causes any material interference with Convergint's performance of the Work, Convergint shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergint shall be responsible or liable for or be deemed in breach of this Agreement because of any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgements; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any services required by Convergint due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergint shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	$1,000,000 per occurrence/aggregate
Commercial General Liability	$1,000,000 per occurrence
	$2,000,000 general aggregate
Automobile Liability	$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	$5,000,000 per occurrence/aggregate

Convergint's insurance is limited to the coverages listed above and Convergint will not provide Builder's Risk Insurance. Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of work performed by Convergint, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergint pursuant to the terms of this Agreement. Convergint shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergint shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergint or Convergint's employees or subcontractors while on Customer's site.

It is understood and agreed by the parties that Convergint is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergint's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergint. Convergint shall have no liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergint, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such intrusion product or software provided by but not manufactured by Convergint.

SECTION 9 LIMITATION OF LIABILITY

TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, TORT OR OTHER THEORY AND (B). IN NO EVENT WILL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT UNDER THIS AGREEMENT.

SECTION 10. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS

Convergint will comply with all laws and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergint shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergint prior to beginning Work.

In the event that Convergint discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergint is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergint. Convergint in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergint shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergint from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 11. PERSONAL DATA

This Agreement does not authorize Convergint to access, collect, store or process any biometric information although the equipment or products included in the Work (including embedded software) installed by Convergint are capable of collecting biometric information. Customer agrees and will comply with any and all applicable local, state or federal laws, ordinances, rules or regulations (collectively, "Laws") with respect to collecting biometric information using the equipment or products provided under this Agreement. Notwithstanding the foregoing, to the extent Customer uses the Work to collect biometric information or provides Convergint with access to biometric information, Customer acknowledges that Laws may limit Customer's rights and impose obligations with respect to use of software capable of collecting biometric information, including any hardware or other software and services associated with the biometric information, and agrees that Customer is solely responsible to ensure its own compliance with such Laws. To the fullest extent allowed by law, Customer will defend, indemnify and hold Convergint harmless from and against any and all claims, suits, actions, legal proceedings, liabilities, damages, fines, fees, penalties, costs and expenses arising out of or relating to Customer's use or collection of biometric information.

SECTION 12. PRICE ADJUSTMENT

Convergint may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of equipment and/or products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) applicable market trends, or (d) other events not within Convergint's control that impact the cost of performing the Work. The variation in the cost of the equipment, products and/or labor shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergint reserves the right to add periodic surcharges to this order, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergint.

SECTION 13. DISPUTES

In the event of any dispute between Convergint and Customer, Convergint and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 14. MISCELLANEOUS

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergint may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergint; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergint, or a sale of all or substantially all of the assets of Convergint to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent. In no event will Convergint be obligated to comply with any project labor agreements or other collective bargaining agreements

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergint. No waiver by Customer or Convergint shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver. The Sections regarding invoicing, warranty, indemnity, and disputes shall survive the termination of this Agreement.