



9/27/2019

Savannah Airport Commission
Andy Singus
Operations Manager

Ross Motley
Senior Account Executive
Convergent Technologies, LLC
2456 Remount Rd Suite 300
North Charleston, SC, 29406

Proposal # RM-0228SAV-CSP

Reference: **Savannah Hilton Head Airport Annual CSP**

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

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

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

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

- / Next Business Day Response
 - / Preferred 24/7 Hourly Service Rate
 - / iCare Manager
- / Database Management Services
 - /
 - /

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

- / Comprehensive Labor Coverage
 - / Comprehensive Component Coverage
 - / Preventative Maintenance
- / BR.com Web Based Inspection Services
 - / iCare Executive
 - / Priority Emergency Services Response
- / On-Site Systems Security Specialist
 - / Staff Training
 - / Remote Diagnostics
- / Annual Software Support
 - /
 - /

A complete description of these optional offerings can be found on pages 3-4 of this proposal.

Additional Contract Details and Clarifications can be found on page 5 of this proposal.

USA: Atlanta • Austin • Chicago • DC • Dallas • Denver • Eugene • Houston • Jacksonville • Los Angeles • Minneapolis • Nashville • New Orleans • New England
• NY/NJ • Portland • Orlando • Richmond • St. Louis • San Antonio • San Francisco • Seattle • Tampa • Tulsa • Va. Beach
CANADA: Calgary • Edmonton • Fort McMurray • Lethbridge • Lloydminster • Toronto • Vancouver

Options and Pricing Summary

OPTIONS AND PRICING	Option	Coverage	Acceptance	
	UL Alarm System Monitoring	Not Included	Customer Initials:	N/A
	Comprehensive Labor Coverage	Not Included	Customer Initials:	N/A
	Comprehensive Component Coverage	Not Included	Customer Initials:	N/A
	**Preventive Maintenance	Included	Customer Initials:	
	BR.com Web Based Inspections	Not Included	Customer Initials:	N/A
	iCare Executive	Not Included	Customer Initials:	N/A
	On-Site System Security Specialist	Included	Customer Initials:	
	Remote Diagnostics	Not Included	Customer Initials:	N/A
	Priority On-Site Response	Included	Customer Initials:	
	Training	Not Included	Customer Initials:	N/A
	Travel Expenses	Included	Customer Initials:	
	Software Support Plans	Not Included	Customer Initials:	N/A
	*Pre-Contract System Test	Not Included	Customer Initials:	N/A
	*Pre-Contract Replacement Hardware	Not Included	Customer Initials:	N/A

ANNUAL COST	*Total Maintenance Contract - 1st Year:	\$ 41,972.00	Customer Initials:
	Total Maintenance Contract - 2nd Year:	\$ 43,231.00	Customer Initials:
	Total Maintenance Contract - 3rd Year:	\$ 44,528.00	Customer Initials:
	Total Maintenance Contract - 4th Year:	\$ 45,864.00	Customer Initials:
	Total Maintenance Contract - 5th Year:	\$ 47,240.00	Customer Initials:

**See Additional Contract Terms and Clarifications on page 5 for additional 1st year pricing details.*

BILLING INFORMATION	Service Start Date:	1/1/2020	Payment Schedule:	Annually	1 Payments Per Year	
	Service End Date:	12/29/2024	Pre-Contract Cost Due at Signing:	\$	-	
			Amount per Payment, 1st Year:	\$	41,972.00	
	**1st Payment Due (Pre-Contract Cost + 1st Year Per Payment Cost):		1/1/2020	\$	41,972.00	
	<small>**The 1st Payment Due may be more than the Amount per Payment, 1st year, if there is an amount in the Pre-Contract Cost Due at Signing Option. This increased amount only applies to the 1st Payment, each additional payment in the 1st year will equal the Amount Per Payment, 1st Year.</small>					
	\$ 43,231.00	Annual Total billed Annually =	*Amount per Payment, 2nd Year:	\$	43,231.00	
	\$ 44,528.00	Annual Total billed Annually =	*Amount per Payment, 3rd Year:	\$	44,528.00	
	\$ 45,864.00	Annual Total billed Annually =	*Amount per Payment, 4th Year:	\$	45,864.00	
\$ 47,240.00	Annual Total billed Annually =	*Amount per Payment, 5th Year:	\$	47,240.00		
<i>*A 3% increase is applied per additional contract year to each payment</i>						

PMI SCHEDULE	**Preventive Maintenance Inspection(s):	4	PMI will be scheduled Monday - Friday during normal working hours of 8AM to 5PM.
	Preventive Maintenance Schedule:	The PMI schedule will be an even division of 12 months using the # of PMI's to be performed in a given year.	

LABOR RATES	Preferred 24/7 Hourly and Time and Materials Labor Rates	Mon-Fri 8AM-5PM	Mon-Fri After Hours	Weekends and Holidays	Convergent Customers with an active CSP plan enjoy a savings on labor both during and outside of the standard CSP coverage normal business hours. CSP Customers are billed the discounted rate shown to the left.
	CSP Customers	\$ 100	\$ 150	\$ 150	
	Non CSP Customers	\$ 110	\$ 165	\$ 165	

Respectfully submitted by Convergent Technologies

Ross Motley

Authorized Signature

Date

Senior Account Executive

By Signing Below, I agree to the attached Terms and Conditions

Customer's Authorized Signature

Date

Print Name and Title

Descriptions of Standard Offerings

Next Business Day Response -

Included

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

Preferred 24/7 Hourly Rates-

Included

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

iCare Manager -

Included

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

Database Management Services -

Included

Convergent will supplement your internal system administration support by providing valued front-end database management services. These services include: On-site system database back-up and General front-end system diagnostics. This valued service is intended to minimize system downtime and to ensure the system database is fully backed-up in the event of losing valuable information. It also identifies potential system issues in advance of system failure or corruption. General hardware cleaning and maintenance will also be performed during this service. Database Management Services will be performed during each Preventive Maintenance Inspection or, if the PMI optional offering is not selected, one Database Management Service will be performed each year the Customer Support Plan is in place.

Descriptions of Optional Offerings

UL Alarm System Monitoring -

Not Included

Intrusion Detection Systems monitoring by a UL Listed Central Station. THIS OPTION REQUIRES THAT A 3rd PARTY AGREEMENT BE EXECUTED PRIOR TO IMPLEMENTATION THAT WILL BE THE GOVERNING TERMS AND CONDITIONS FOR THIS PORTION OF THE CONTRACT. The following options are included/optional:

Total # of IDS Panels:	0	# of System Partions to Monitor:	No Partitions
Test Report Frequency:	Test Reports Not Included	Alarm Net Radio:	Not Included
Open/Closed Reports:	Not Included		

Test Reports: With the above defined frequency, a test report of the panels communication to the Central Station will be generated and sent to the customer.

Open/Closed Reports: A report is generated when the IDS panel is armed/disarmed and that report is sent to the customer on a daily basis. For Supervised Open/Close Reports, in addition to the daily report, the Central Station will contact the customer immediately when the IDS panel is not armed/disarmed at a previously agreed upon time.

Partitions: Systems that are partitioned (split up into different alarm areas using one IDS panel) are considered individual IDS Panels with potentially different users to be called for alarm verification.

Alarm Net Radio: A secondary communication path in the event that the primary (phone/IP) fails.

Comprehensive Labor Coverage -

Not Included

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

Note: Unless Priority On-Site Response Option is selected, this labor coverage will be provided during normal business hours (Monday – Friday 8:00 AM to 5:00 PM). Repairs as a result of damage from acts of God and/or vandalism are not included in this coverage.

Comprehensive Component Coverage -

Not Included

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

Note: Components will be replaced with similar technology available at the time of such replacement. Technology upgrades or system enhancements are not included as part of this coverage option. Repairs as a result of damage from acts of God and/or vandalism are not included in this coverage.

Preventive Maintenance -

Included

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

Descriptions of Optional Offerings (cont.)

Building Reports -

Not Included

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

iCare Executive -

Not Included

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

On-Site Systems Security Specialist -

Included

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

Remote Diagnostics -

Not Included

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

Priority Emergency Service Response -

Included

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

Monday - Friday (Normal Business Hours)	Four (4) Hour On-Site Response
Monday - Friday (After Hours)	Four (4) Hour On-Site Response
Saturday/Sunday/Holiday	Four (4) Hour On-Site Response

Staff Training-

Not Included

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

Annual Software Support -

Not Included

Convergent Technologies provides customers a comprehensive security software support plan that allows them to keep pace with software revisions and advancements. Such revisions will help keep your installed system operating with the latest technology. Convergent will provide software upgrades on an annual basis and do so, at the standard Customer Support Plan rates, once the latest revisions are stable and reliable. (The Labor to cover software upgrades is covered under Preventive Maintenance Inspections. Talk to your Account Manager about this optional offering.) Covered software is identified in the equipment list of this proposal. Note: Server or workstation hardware upgrades are not included. This option also provides manufacturer's technical support to Convergent specialists when needed.

Terms and Conditions (page 1 of 2)

1. Throughout this CSP Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC" or "Convergent Technologies LTD".
2. This CSP Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the services set forth in the attached scope of work ("Services"). The signed CSP Proposal represents the entire agreement between Convergent and Customer (the "Agreement") and may only be amended by a written document signed by both Convergent and Customer. The term of this Agreement will begin on the Services commencement date as specified in the attached scope of work ("Start Date") and continue for the period of time as specified in the attached scope of work ("Duration"). At the end of the Duration of this Agreement, the Agreement will renew automatically from year to year until terminated by either party with written notice to the other party thirty (30) days prior to the renewal date. Convergent reserves the right to modify the annual CSP Program Cost with notice to Customer prior to the end of any term of this 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.
3. This Agreement assumes the systems covered are in maintainable condition. If repairs are found necessary upon initial inspection by Convergent, a separate proposal for repair will be submitted for approval. Should this separate proposal be declined, all non-maintainable items will be removed from this Agreement and the CSP Program Cost adjusted accordingly.
4. Customer agrees at no cost to Convergent:
 - a. To provide access to all areas of the facility for the equipment identified in and/or relating to the List of Covered Equipment (as specified in the attached scope of work);
 - b. To supply electrical service as required by Convergent; and
 - c. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.
5. It is understood that repair, replacement and emergency service provisions apply only to the systems and equipment covered by this Agreement and identified in the List of Covered Equipment. Repair or replacement of non-maintainable parts of the systems such as, but not limited to, unit cabinets, insulating materials, electrical wiring, structural supports and other non-moving parts, is not included in this Agreement.
6. If UL Listed Monitoring is purchased, Customer shall be required to provide the account setup information contained in the Convergent Technologies Monitoring Service Agreement. Customer will also be required to execute the Convergent Technologies Monitoring Service Agreement prior to the implementation of monitoring service.
7. In the event that the systems, equipment or components included in the List of Covered Equipment are modified, repaired, have a peripheral device attached to them, or are adjusted (hardware or software) by someone other than a Convergent representative after the Start Date of this Agreement (hereinafter "Modification Event"), Convergent shall have the right to exercise any or all of the following options in response to this Modification Event:
 - a. Require that the Covered Equipment impacted by the Modification Event be subject to reacceptance testing by Convergent;
 - b. Require removal of the Covered Equipment impacted by the Modification Event from the List of Covered Equipment, so that the Services hereunder will not apply to such equipment;
 - c. Require termination of this Agreement upon thirty (30) days notice to Customer, at Convergent's option.
8. In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where such Services are to be performed, Convergent is entitled to stop providing its Services at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent, in its sole discretion, shall determine when it is "safe" to return to providing its Services at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.
9. Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure event. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to a Force Majeure event, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.
10. This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Services are being performed.
11. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If Customer is overdue in its payment to Convergent, Convergent has the right to suspend performing the Services hereunder, and charge an interest rate of 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.
12. Any equipment or products installed by Convergent in the course of providing the Services hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request by Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

Terms and Conditions (page 2 of 2)

13. Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 13 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

14. Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

15. In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

16. Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

17. Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown. All notices shall be effective upon receipt by the party to whom the notice was sent.

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

19. Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

Version 1.7 Dated March, 2014