

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(Hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CONVERGINT TECHNOLOGIES LLC
(Hereinafter referred to as "VENDOR"),
whose principal place of business is
One Commerce Drive, Schaumburg, Illinois 60173

WHEREAS, SBBC issued a Request for Proposal identified as RFP 18-124E, Avigilon Video Surveillance Physical Security (hereinafter referred to as "RFP"), dated October 23, 2017, and amended by Addendum No. 1 dated November 03, 2017, Addendum No. 2 dated November 06, 2017, Addendum No. 3 dated November 06, 2017, Addendum No. 4 dated November 14, 2017 and Addendum No. 5 dated November 17, 2017, each of which is incorporated by reference herein, for the purpose of receiving proposals for Avigilon Video Surveillance Physical Security and Services; and

WHEREAS, VENDOR offered a proposal in response to the RFP (hereinafter referred to as "Proposal") and which is incorporated herein by reference whereby VENDOR proposed to (describe services/work VENDOR will provide). This entails video surveillance equipment installation, repair and AMAG by Symmetry electronic door access installation and associated labor; and

WHEREAS, the SBBC is in need of certain products and services and has selected the VENDOR to provide such products and services; and

WHEREAS, VENDOR is willing to provide such products and services to the SBBC; and

WHEREAS, the SBBC and VENDOR desire to memorialize the terms and conditions of their agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.0 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.0 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.06 of this Agreement, the term of this Agreement shall commence upon approval by both parties and conclude on **January 18, 2021**. The term of the Agreement may be extended by two (2) additional one-year periods. In addition, SBBC has the option to extend the Agreement beyond the initial Agreement period or beyond any renewal period for an additional one-hundred and eighty (180) days.

2.01 **Description of Goods or Services Provided.** VENDOR shall provide the products and services described in **Attachment A** (Scope of Services RFP18-124E).

2.02 **Priority Documents:** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Attachment A (Scope of Services RFP18-124E)
- Third: Addendum No. 5 to RFP 18-124E
- Fourth: Addendum No. 4 to RFP 18-124E
- Fifth: Addendum No. 3 to RFP 18-124E
- Sixth: Addendum No. 2 to RFP 18-124E
- Seventh: Addendum No. 1 to RFP 18-124E
- Eighth: RFP 18-124E – Avigilon Video Surveillance Physical Security
- Ninth: Proposal submitted by VENDOR in response to RFP 18-124E

2.03 **Vendor Responsibilities.** Upon receipt of written and dispatched instructions from SBBC Information & Technology Department (hereinafter “I&T” staff as to the location of the SBBC Security System in need of repair and/or replacement, VENDOR shall immediately perform an appropriate inspection of the respective location(s). Additionally, VENDOR shall, within the time frames indicated within the SBBC written and dispatched instructions as to the location of the SBBC Security System in need of repair and/or replacement, submit a written proposal containing the information as follows: a) Scope of Work and b) price. Subsequent to receipt of a Purchase Order from SBBC, VENDOR shall perform all of the work necessary to repair and/or replace the SBBC Security System(s) pursuant to the Purchase Order and VENDOR’s written proposal that has received prior approval by SBBC I&T staff. VENDOR shall not commence work prior to receipt of a Purchase Order from SBBC. VENDOR agrees that it is neither guaranteed to receive written and dispatched instructions from SBBC I&T, nor guaranteed to receive a Purchase Order subsequent to VENDOR’s submission of written approval.

2.04 **SBBC Responsibilities.** SBBC shall dispatch written instructions to VENDOR, as to the location of the SBBC Security System in need of repair and/or replacement. Such written and dispatched instructions will include appropriate timelines for VENDOR’s

completion of the inspection and VENDOR's submission of its written proposal to SBBC I&T staff. Upon receipt of VENDOR's written proposal SBBC shall, within a reasonable period of time, review VENDOR's written proposal. SBBC I&T Staff shall, in their sole discretion and in the best interest of SBBC, make a determination of whether the VENDOR's written proposal is approved. Subsequent to approval of the VENDOR's written proposal, SBBC may issue a Purchase Order for the approved Scope of Work within the approved timelines.

2.05 **Cost of Services.** VENDOR's written proposal for all goods and services necessary to repair and/or replace the SBBC Security System shall be based on the VENDOR charging costs as listed on **Attachment A** for service labor, equipment and materials inclusive of shipping and handling costs. There shall be no costs associated with the VENDOR's inspections and preparation of a written proposal based upon those inspections.

2.06 **Billing Instructions and Payment.** Upon completion of the Work, VENDOR shall submit an invoice to SBBC to: Technical Support Services, Information & Technology Broward County Public Schools, 7720 West Oakland Park Boulevard, Sunrise Florida 33351. VENDOR's invoices shall state the assigned purchase order number for verification by SBBC I&T staff. All invoices submitted are subject to SBBC I&T staff's approval. All SBBC I&T staff approved VENDOR invoices will be paid net thirty (30) days.

2.07 **Inspection of VENDOR Records by SBBC:** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR'S payees pursuant to this Agreement. VENDOR Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR Records Defined.** For the purposes of this Agreement, the term "VENDOR Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall

have access to VENDOR Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to the VENDOR'S facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by the VENDOR. If the audit discloses billings or charges to which the VENDOR is not contractually entitled, the VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of the VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 **Notice:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Information Officer
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard
Sunrise, Florida 33351

To VENDOR: Mr. Phil Cerber
Convergent Technologies
11824 Miramar Parkway
Miramar, Florida 33025

2.09 **BACKGROUND SCREENING.** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of the VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.10 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement.

(a) **General Liability.** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit VENDOR time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

(g) Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

(i) The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this Agreement.

2.11 **Payment Method.** The District's preferred method of payment is via ACH electronic payments. An electronic payment can reduce processing time and administrative overhead costs for both parties, resulting in expedited payment upon invoice approval, and reduces exposure to check fraud. SBBC will not pay convenience fees, surcharges, or any additional costs for payments made by electronic payment.

(a) VENDOR accepts payment via electronic payment as noted above. VENDOR shall provide SBBC with its ACH form upon its execution of this Agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **S/M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified S/M/WBE Vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, S/M/WBE Vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding S/M/WBE participation, including dollars spent on S/M/WBE Vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for S/M/WBE Vendor participation suggested by SBBC. If at any time during the

term the parties agree that it is reasonably feasible to include a specific dollar figure for S/M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

3.06 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.07 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.08 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.09 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.10 **Public Records:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes,

or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfer all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.11 **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.12 **Compliance with Laws.** Each party shall comply with all applicable federal state and local laws, SBBC policies codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.B **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.14 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.15 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.16 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.17 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.18 **Incorporation by Reference.** Attachment A, attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.19 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.20 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.21 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.22 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.23 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.24 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.25 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.26 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.27 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR'S agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for

damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

C. In no event shall either VENDOR or SBBC be liable to the other party hereto, or to any indemnitee, for special, indirect, incidental or consequential damages, including commercial loss, loss of use or lost profits (whether as a direct or consequential damage), even if that party has been advised of the possibility of such damages.

3.28 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith

Digitally signed by Janette M.
Smith
Date: 2018.02.02 14:57:58 -05'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

CONVERGINT TECHNOLOGIES LLC

ATTEST:

By *E. Balaban*
Eric Balaban, Florida General Manager

_____, Secretary

[Signature]
Witness

[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 26 day of January, 2018 by Eric Balaban of

Convergint Technologies, LLC Name of Person
Name of Corporation or Agency on behalf of the corporation/agency.

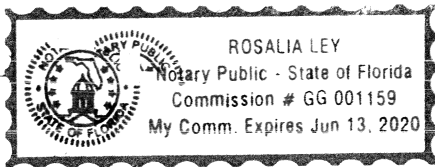
He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Rosalia Ley
Signature – Notary Public

Rosalia Ley
Printed Name of Notary

(SEAL)



Notary's Commission No.

Attachment "A" Scope of Services RFP 18-124E

Group 1 and 2:

Convergent Technologies will provide three (3) Service Specialist to support the productive hours (as identified in RFP 18-124E)

The resources will be available as such:

- **Monday - Friday (7:30AM-4:30PM)**
Three (3) Service Specialist available to support break/fix calls during normal business hours
This assumes an 8-hour work day with one-hour lunch (unpaid).
- **Monday – Friday (After Hours)**
One (1) Service Specialist to support P1 calls
- **Saturday/Sunday/Holiday**
One Service (1) Specialist to support P1 calls

During absences greater than two days, such as vacation and training, Convergent will backfill to support the work demands of SBBC and determine backfill staffing plan to ensure uninterrupted support as approved by SBBC.

Convergent Technologies will provide one (1) dedicated Project Coordinator and will be assigned to the SBBC staff to support as follows:

- Coordination of all aspects of the various service work.
- Vetting remedy tickets, assisting with coordinating call dispatch as needed.
- End-user training (as needed).
- Creating reports and system documentation.
- Coordination activities with other vendors to assure the smooth transition of sites to new platforms.
- Maintain a comprehensive plan and calendar for the various tasks required.

To properly support Service request that require material to replace defective equipment, Convergent will provide SBBC with formal quotes to repair equipment and complete upon issuance of a Purchase Order from SBBC.

Service Contact Information

Primary: 954-364-9709

After-Hours: 877-735-1110

Email: FLService@convergent.com

Service Contact Hourly Rates:

Service Role	Normal Hours	After-Hours	Holidays
Service Specialist (Group 1&2 Refresh & Break-Fix)	\$95.00	\$142.00	\$190.00
Service Installer (Group 1 Refresh only)	\$80.00	\$120.00	\$160.00
Project Coordinator (Service Account Rep)	\$102.00	\$153.00	\$204.00

Service Monthly Billing Schedule:

Service Specialist normal business hours

1952 hours x \$95/hr. billable rate (per Service Specialist)

Monthly: \$15,454

Service Account Representative (Project Coordinator)

1952 hours x \$102/hr. billable rate

Monthly: \$16,592

After-Hours

Billing will be added separately as it occurs

Attachment "A" Scope of Services RFP 18-124E

Break/Fix Service Level Agreements (SLAs)

All work orders entered in Remedy and iCare assigned with the Priority levels will follow the associated response times indicated below.

Priority	Description	24/7	Remedy Update* (hours)	On-Site Response (hours)
1	Emergency	Yes	1	3 hours, if call is made before 1pm
2	Urgent	No	1	Next business day
3	Standard	No	1	2 business days
4	Scheduled/Parts Only	No	1	Scheduled

**Remedy updates for all service requests will be acknowledged and updated within 1 hour during normal business hours of Monday through Friday, 8:00 am to 5:00 pm (ET). After-hours service requests made between 5:00pm and 8:00am (ET) will be updated in Remedy the following business day.*

Priority	Description
P1	A significant interruption to a critical security technology component. This could be a camera in a critical area, a perimeter card reader door that cannot be secured or another mutually agreed upon component interruption.
P2	Interruption to the normal operation of the system that does not create security vulnerability. Could be a low priority camera or an interior door that does not create a security breach
P3	A minor or cosmetic defect with a component that does not impact the performance of the system. Could be a failed LED, non-operational software bug, or similar non-operational failure
P4	A scheduled activity such as preventative maintenance or small service project.

Additional SLA's

SLA	Metric	Description
First Time Fix	50%	Percentage of service request fixed on first on-site visit.
Installation Timeliness	<14 Business Days	Deliver and begin to install items ordered within fourteen (14) days after receipt of purchase order.
Repair Timeliness	<2 Business Days	Work should begin within two (2) business days of parts arrival and completed by next business day based on site readiness and availability.

Operations Schedule and Afterhours

Time	Description
School Year Per SBBC Schedule	Convergent will provide Service Specialists Monday through Friday to ensure coverage between the hours of 7:30am and 4:30 pm (ET).
Summer Per SBBC Schedule	Convergent will provide Service Specialists Monday through Thursday between the hours of 7:00am and 5:30pm (ET). Schedules can be modified to accommodate any Friday support with a 5-business day notice.
After-hours (4:30pm – 7:30am, ET)	<p>P1 requests made after 1:00pm and before 8:00am (ET) Mon-Fri, or on weekends and holidays, will be responded to within 4 hours.</p> <p>Emergency P1 service requests made between the hours of 4:30pm-7:30am (ET) Monday through Friday or on weekends and holidays must be submitted by contacting Convergent’s after-hours emergency number at (877) 735-1110.</p> <p>All after-hour emergency P1 service requests responded to within the hours of 4:30pm and 7:30am (ET) Monday through Friday or on weekends and holidays will be billable on a portal to portal basis at Convergent’s after-hours rate.</p>

Convergent Contact Information

Primary CTC Supporting SBBC
 11824 Miramar Parkway
 Miramar FL, 33025

Name, Title & Role	Contact Information	
<p>Art Rojo Service Account Representative -Serves as a project coordination for program work and services.</p>	Email:	arthur.rojo@convergent.com
	Phone:	786-831-2027
<p>Phil Cerber Business Development Manager -Provides account management and strategic leadership -Manages overall customer relationship -Oversees all proposal requests and submissions</p>	Email:	phil.cerber@convergent.com
	Phone:	786-877-8838
<p>Keith Johnson Florida Service Manager -Serves as an escalation point for service issues.</p>	Email:	keith.johnson@convergent.com
	Phone:	321-501-4842
<p>Eric Balaban Florida General Manager -Serves as an escalation point for performance issues</p>	Email:	eric.balaban@convergent.com
	Phone:	954-646-6369

Attachment "A" Scope of Services RFP 18-124E

Company Name: Convergent Technologies

Group 3 EQUIPMENT ONLY
COST SHEET

INSTRUCTIONS: Enter pricing information in columns E & F.

Column F contains a formula, so once data is entered into the columns mentioned above, F will populate.

Proposer may insert more rows, if needed.

Product	Item Description	MSRP	SBBC Unit Cost	SBBC % Discount off MSRP
1 0C-H4PTZ-DP45	Avigilon 1.0 Megapixel (720p) WDR Day/Night, 45x, Pendant Dome, Self-learning analytics	\$ 2,280.00	\$ 1,710.00	25%
2 0C-H4PTZ-DP30	Avigilon 2.0 Megapixel (1080p) WDR Day/Night, 30x, Pendant Dome, Self-learning analytics	\$ 2,660.00	\$ 1,995.00	25%
H4-BO-JBOX1	Avigilon Junction box for the H4A or H4SL HD Bullet cameras	\$ 60.00	\$ 67.50	25%
9W-H3-3MH-DP1-B	Avigilon 3x 3 MP, Pendant Multisensor Camera, 2.8-8mm f/1.3	\$ 1,875.00	\$ 1,406.25	25%
9W-H3-3MH-DC1	Avigilon 3x 3 MP, In-ceiling Multisensor camera, 2.8-8mm f/1.3	\$ 1,775.00	\$ 1,331.25	25%
9W-H3-3MH-D01-B	Avigilon 3x 3 MP, Outdoor Multisensor camera, 2.8-8mm f/1.3	\$ 1,875.00	\$ 1,406.25	25%
12W-H3-4MH-DP1-B	Avigilon 4x 3 MP, Pendant Multisensor camera, 2.8-8mm f/1.3	\$ 2,125.00	\$ 1,593.75	25%
12W-H3-4MH-DC1	Avigilon 4x 3 MP, In-ceiling Multisensor camera, 2.8-8mm f/1.3	\$ 2,025.00	\$ 1,518.75	25%
12W-H3-4MH-D01-B	Avigilon 4x 3 MP, Outdoor Multisensor camera, 2.8-8mm f/1.3	\$ 2,125.00	\$ 1,593.75	25%
1 3C-H4M-D1	H4 Mini Dome Camera	\$ 250.00	\$ 187.50	25%
1 3C-H4M-D1-IR	H4 Mini Dome Camera	\$ 285.00	\$ 213.75	25%
2 0C-H4M-D1	H4 Mini Dome Camera	\$ 340.00	\$ 255.00	25%
2 0C-H4M-D1-IR	H4 Mini Dome Camera	\$ 375.00	\$ 281.25	25%
3 0C-H4M-D1	H4 Mini Dome Camera	\$ 360.00	\$ 270.00	25%
3 0C-H4M-D1-IR	H4 Mini Dome Camera	\$ 425.00	\$ 318.75	25%
H4M-BZ1-BL1	Pack of 5 Black Surface Mount Bezels	\$ 30.00	\$ 22.50	25%
H4M-MT-DC1	In-ceiling Mount Adaptor for H4M	\$ 30.00	\$ 22.50	25%
H4M-MT-DC1-1-BL	Black In-ceiling Mount for H4M	\$ 30.00	\$ 22.50	25%
CM-MT-WALL1	Avigilon Pendant Wall Arm	\$ 70.00	\$ 52.50	25%
1 0H3-DO1	Avigilon 1.0 Megapixel (720p) Day/Night Outdoor Dome, 3-9mm f/1.2 P-iris lens	\$ 400.00	\$ 340.00	15% EOL Product
5 0H3-DO1	Avigilon 5.0 Megapixel Day/Night Outdoor Dome, 3-9mm f/1.2 P-iris lens	\$ 660.00	\$ 561.00	15% EOL Product
SD436-PG-E1	Pelco Spectra IV SE 38x Optical Full Kit Housing and Mount	\$ 4,189.00	\$ 3,141.75	25%
C20-CH-6 Pelco	Pelco Box Camera - 650T IND Box 12/ 24 No Lens	\$ 224.00	\$ 168.00	25%
EH3512/MT Pelco	Pelco Box Camera Housing Kit	\$ 304.00	\$ 228.00	25%
TM-13G212H	Tamaron Lens 2.8-12MM VF AJ F1.4 LENS	\$ 60.00	\$ 45.00	25%
KTD-313	Pelco Data Converter	\$ 319.00	\$ 237.00	25%
ENC-4P-H264	Avigilon 4-Port H.264 Analog Video Encoder with 4 Audio Support	\$ 345.00	\$ 258.75	25%
1C-ACC5-ENT	Avigilon ACC 5 Enterprise License - Single	\$ 335.00	\$ 207.70	38%
4C-ACC5-ENT	Avigilon ACC 5 Enterprise License for Up to 4 Camera Channels	\$ 1,155.00	\$ 716.10	38%
8C-ACC5-ENT	Avigilon ACC 5 Enterprise License for Up to 8 Camera Channels	\$ 2,260.00	\$ 1,419.80	38%
16C-ACC5-ENT	Avigilon ACC 5 Enterprise License for Up to 16 Camera Channels	\$ 4,495.00	\$ 2,786.90	38%
24C-ACC5-ENT	Avigilon ACC 5 Enterprise License for Up to 24 Camera Channels	\$ 6,695.00	\$ 4,150.90	38%
1C-ACC6-ENT	Avigilon ACC 6 Enterprise License - Single	\$ 335.00	\$ 207.70	38%
4C-ACC6-ENT	Avigilon ACC 6 Enterprise License for Up to 4 Camera Channels	\$ 1,155.00	\$ 716.10	38%
8C-ACC6-ENT	Avigilon ACC 6 Enterprise License for Up to 8 Camera Channels	\$ 2,290.00	\$ 1,419.80	38%
16C-ACC6-ENT	Avigilon ACC 6 Enterprise License for Up to 16 Camera Channels	\$ 4,495.00	\$ 2,786.90	38%
24C-ACC6-ENT	Avigilon ACC 6 Enterprise License for Up to 24 Camera Channels	\$ 6,695.00	\$ 4,150.90	38%
48C-ACC6-ENT	Avigilon ACC 6 Enterprise License for Up to 48 Camera Channels	\$ 13,345.00	\$ 8,273.90	38%
96C-ACC6-ENT	Avigilon ACC 6 Enterprise License for Up to 96 Camera Channels	\$ 26,690.00	\$ 16,547.80	38%
ACC-USB-JOY-PRO	USB Joystick for PTZ	\$ 945.00	\$ 708.75	25%
C2E-P	Coax to Ethernet Converter Pair	\$ 623.00	\$ 467.25	25%
KD 413	Coaxtron Converter	\$ 319.00	\$ 265.00	16%
ENC-BRK1U	Encoder Shelf	\$ 55.00	\$ 41.25	25%
O8000-E	Axis Mxll multithread Network Camera	\$ 1,599.00	\$ 1,510.05	5%
O8000-E and O60-E PTZ	Axis Mxll multithread Network Camera w/ PTZ and Attachment kit	\$ 4,083.00	\$ 3,878.85	5%
AC-APP-16R-VM	Access Control Manager Virtual - Web-Based PACS Appliance for 16 Readers	\$ 2,600.00	\$ 1,875.00	25%
AC-APP-16R-ENT	Access Control Manager Enterprise - Web-Based PACS Appliance for 16 Readers	\$ 3,666.00	\$ 2,749.50	25%
AC-SW-16RCU	16 Reader Count Software License	\$ 833.00	\$ 624.75	25%
AC-MER-CONT-ZDR	Controller, 16MB RAM, Ethernet, Bin4Out/2Rdr (Mercury Part Number: EP1502)	\$ 1,155.00	\$ 866.25	25%
AC-MER-CONT-1DR	Controller, Single Door, 16MB RAM, w/PoE, 2In/2Out/2Rdr (Mercury Part Number: EP1501)	\$ 695.00	\$ 446.25	25%
AC-MER-CON-MR52	2-Reader Interface Module - (2 reader, mag or wiegand, 8 inputs, 6 relays)(Mercury Part Number: MR52)	\$ 633.00	\$ 474.75	25%
AC-MER-CON-MR16IN	16 Zone Input Monitor Module (with 2 relays)(Mercury Part Number: MR16in)	\$ 717.00	\$ 537.75	25%
AC-MER-CON-MR16OUT	16 Relay Output Control Module (Mercury Part Number: MR16out)	\$ 717.00	\$ 537.75	25%
AC-SW-EDGE	Badging Application Software License (One per Appliance)	\$ 833.00	\$ 624.75	25%
AC-SW-LIC-AVIGILON	Access Control Manager License for Video Integration for Avigilon (per Appliance)	no cost	no cost	no cost
AC-SW-LIC-PART	Partitioning License for additional partitions (per Appliance)	\$ 4,187.00	\$ 3,125.25	25%
AC-SW-LIC-SQL	Microsoft SQL Server Connectivity Software License (from Microsoft SQL 2000 forward)	\$ 1,667.00	\$ 1,250.25	25%
AC-SW-LIC-LDAP	LDAP Directory Connectivity Software License (required for integration with Microsoft Active 2,500 00 Directory or other directory products)	\$ 2,500.00	\$ 1,875.00	25%
AC-SW-LIC-XML	XML Events Connectivity Software License	\$ 833.00	\$ 624.75	25%
AC-SW-LIC-REST	REST Connectivity Software License	\$ 833.00	\$ 624.75	25%
AC-SW-LIC-REP	Multi-Appliance Replication Software License (per Appliance)	\$ 3,333.00	\$ 2,499.75	25%
AC-LSP-4DR-MER-LCK	Four Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-ZDR	\$ 145.00	\$ 122.00	16%
AC-LSP-8DR-MER-LCK	Eight Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-ZDR	\$ 234.00	\$ 197.00	16%

MINIMUM DISCOUNT OFF LIST

SBBC may wish to purchase similar items not included on this list in the future. Please provide a minimum discount percent off of MSRP for each in column F for this section. Suggested brands, product type are offered below, but the proposer is welcome to add or alter etc as needed.

** NOTE: It is expected that vendors will extend the best pricing to SBBC on each item. The intent of this section is to establish a minimum discount off list, but does not reflect the highest discounts that could be offered to SBBC. In the event items are needed which qualify under this section, SBBC will contact the winning vendor for a price quote which will include MSRP, SBBC Price and Discount %.

Brand	Product Type, Description and/or Category	Minimum Discount off MSRP
Avigilon	Cameras (please note H3 model cameras which are being EOL are only at 15% disc off MSRP)	25%
Avigilon	Accessories	25%
Avigilon	Software	38%
Avigilon	Encoders / Controllers	25%
Sony Video Surveillance	Cameras	15%
Sony Video Surveillance	Accessories	15%

AGREEMENT

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2018,
by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

ATCI COMMUNICATIONS, INC

(Hereinafter referred to as “VENDOR”),
whose principal place of business is
1270 NW 165th Street, Miami, FL 33169

WHEREAS, SBBC issued a Request for Proposal identified as RFP 18-124E, Avigilon Video Surveillance Physical Security (hereinafter referred to as “RFP”), dated October 23, 2017, and amended by Addendum No. 1 dated November 03, 2017, Addendum No. 2 dated November 06, 2017, Addendum No. 3 dated November 06, 2017, Addendum No. 4 dated November 14, 2017 and Addendum No. 5 dated November 17, 2017, each of which is incorporated by reference herein, for the purpose of receiving proposals for Avigilon Video Surveillance Physical Security and Services; and

WHEREAS, VENDOR offered a proposal in response to the RFP (hereinafter referred to as “Proposal”) and which is incorporated herein by reference whereby VENDOR proposed to (describe services/work VENDOR will provide). This entails video surveillance equipment installation, repair and AMAG by Symmetry electronic door access installation and associated labor; and

WHEREAS, the SBBC is in need of certain products and services and has selected the VENDOR to provide such products and services; and

WHEREAS, VENDOR is willing to provide such products and services to the SBBC; and

WHEREAS, the SBBC and VENDOR desire to memorialize the terms and conditions of their agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.0 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.06 of this Agreement, the term of this Agreement shall commence upon approval by both parties and conclude on January 18, 2021. The term of the Agreement may be extended by two (2) additional one-year periods. In addition, SBBC has the option to extend the Agreement beyond the initial Agreement period or beyond any renewal period for an additional one-hundred and eighty (180) days.

2.02 **Description of Goods or Services Provided.** VENDOR shall provide the products and services described in **Attachment A** (Scope of Services).

2.03 **Priority Documents:** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Attachment A (Scope of Services)
- Third: Addendum No. 5 to RFP 18-124E
- Fourth: Addendum No. 4 to RFP 18-124E
- Fifth: Addendum No. 3 to RFP 18-124E
- Sixth: Addendum No. 2 to RFP 18-124E
- Seventh: Addendum No. 1 to RFP 18-124E
- Eighth: RFP 18-124E – Avigilon Video Surveillance Physical Security
- Ninth: Proposal submitted by VENDOR in response to RFP 18-124E

2.04 **Vendor Responsibilities.** Upon receipt of written and dispatched instructions from SBBC Information & Technology Department (hereinafter “I&T) staff as to the location of the SBBC Security System in need of repair and/or replacement, VENDOR shall immediately perform an appropriate inspection of the respective location(s). Additionally, VENDOR shall, within the time frames indicated within the SBBC written and dispatched instructions as to the location of the SBBC Security System in need of repair and/or replacement, submit a written proposal containing the information as follows: a) Scope of Work and b) price. Subsequent to receipt of a Purchase Order from SBBC, VENDOR shall perform all of the work necessary to repair and/or replace the SBBC Security System(s) pursuant to the Purchase Order and VENDOR’s written proposal that has received prior approval by SBBC I&T staff. VENDOR shall not commence work prior to receipt of a Purchase Order from SBBC. VENDOR agrees that it is neither guaranteed to receive written and dispatched instructions from SBBC I&T, nor guaranteed to receive a Purchase Order subsequent to VENDOR’s submission of written approval.

2.05 **SBBC Responsibilities.** SBBC shall dispatch written instructions to VENDOR, as to the location of the SBBC Security System in need of repair and/or replacement. Such written and dispatched instructions will include appropriate timelines for VENDOR’s completion of the inspection and VENDOR’s submission of its written proposal to SBBC I&T staff. Upon receipt of VENDOR’s written proposal SBBC shall, within a reasonable period of time, review VENDOR’s written proposal. SBBC I&T Staff shall, in their sole discretion and in the best interest of SBBC, make a determination of whether the VENDOR’s written proposal is approved. Subsequent to approval of the VENDOR’s written proposal, SBBC may issue a Purchase Order for the approved Scope of Work within the approved timelines.

2.06 **Cost of Services.** VENDOR's written proposal for all goods and services necessary to repair and/or replace the SBBC Security System shall be based on the VENDOR charging costs as listed on Attachment A for service labor, equipment and materials inclusive of shipping and handling costs. There shall be no costs associated with the VENDOR's inspections and preparation of a written proposal based upon those inspections.

2.07 **Billing Instructions and Payment.** Upon completion of the Work, VENDOR shall submit an invoice to SBBC to: Technical Support Services, Information & Technology Broward County Public Schools, 7720 West Oakland Park Boulevard, Sunrise Florida 33351. VENDOR's invoices shall state the assigned purchase order number for verification by SBBC I&T staff. All invoices submitted are subject to SBBC I&T staff's approval. All SBBC I&T staff approved VENDOR invoices will be paid net thirty (30) days.

2.08 **Inspection of VENDOR Records by SBBC:** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR'S payees pursuant to this Agreement. VENDOR Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR Records Defined.** For the purposes of this Agreement, the term "VENDOR Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to the VENDOR'S facilities and to any and all records related to this Agreement and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by the VENDOR. If the audit discloses billings or charges to which the VENDOR is not contractually entitled, the VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of the VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.09 **Notice:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Information Officer
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard
Sunrise, Florida 33351

To VENDOR: TIMOTHY MORENO - DIRECTOR/GOV'T
SYSTEMS
ATCI COMMUNICATIONS, INC.
1270 NW 165th Street, Miami, FL 33169

2.10 **BACKGROUND SCREENING.** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with

students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of the VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.11 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement.

(a) **General Liability.** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit VENDOR time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

(g) **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

(i) The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this Agreement.

2.12 **Payment Method.** The District's preferred method of payment is via ACH electronic payments. An electronic payment can reduce processing time and administrative overhead costs for both parties, resulting in expedited payment upon invoice approval, and reduces exposure to check fraud. SBBC will not pay convenience fees, surcharges, or any additional costs for payments made by electronic payment.

(a) VENDOR accepts payment via electronic payment as noted above. VENDOR shall provide SBBC with its ACH form upon its execution of this Agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others

that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **S/M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified S/M/WBE Vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, S/M/WBE Vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding S/M/WBE participation, including dollars spent on S/M/WBE Vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for S/M/WBE Vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for S/M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

3.06 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.07 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.08 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.09 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.10 **Public Records:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfer all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.11 **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any

complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.12 **Compliance with Laws.** Each party shall comply with all applicable federal state and local laws, SBBC policies codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.13 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.14 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.15 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.16 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.17 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.18 **Incorporation by Reference.** **Attachment A**, attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.19 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.20 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining

portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.21 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.22 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.23 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.24 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.25 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.26 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.27 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs

and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR'S agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

C. In no event shall either VENDOR or SBBC be liable to the other party hereto, or to any indemnitee, for special, indirect, incidental or consequential damages, including commercial loss, loss of use or lost profits (whether as a direct or consequential damage), even if that party has been advised of the possibility of such damages.

3.28 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith

Digitally signed by Janette M.

Smith

Date: 2018.02.06 09:13:14 -05'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

ATTEST:

ATCI COMMUNICATIONS, INC

By *V. J. Vento* *cm*
Vincent J. Vento
General Manager

_____, Secretary

Witness *Charles Foster*

Witness *Timothy Malone*

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF *Florida*

COUNTY OF *Miami Dade*

The foregoing instrument was acknowledged before me this *5* day of *February*, 20*18* by *Vincent J. Vento* of

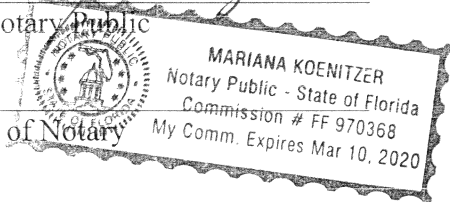
_____, Name of Person
ATCI Communications, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. _____ Type of Identification

My Commission Expires:

Signature – Notary Public

Printed Name of Notary



Notary's Commission No.

(SEAL)

ATTACHMENT A

SCOPE OF SERVICES RFP 18-124E

Group 1 and 2:

VENDOR will provide three (3) Service Specialist to support the productive hours (as identified in RFP 18-124E)

The resources will be available as such:

- **Monday - Friday (7:30AM-4:30PM)**
Three (3) Service Specialist available to support break/fix calls during normal business hours
This assumes an 8-hour work day with one-hour lunch (unpaid).
- **Monday – Friday (After Hours)**
One (1) Service Specialist to support P1 calls
- **Saturday/Sunday/Holiday**
One Service (1) Specialist to support P1 calls

During absences greater than two (2) days, such as vacation and training, VENDOR will backfill to support the work demands of SBBC and determine backfill staffing plan to ensure uninterrupted support as approved by SBBC.

VENDOR will provide one (1) dedicated Project Coordinator and will be assigned to the SBBC staff to support as follows:

- Coordination of all aspects of the various service work.
- Vetting remedy tickets, assisting with coordinating call dispatch as needed.
- End-user training (as needed).
- Creating reports and system documentation.
- Coordination activities with other vendors to assure the smooth transition of sites to new platforms.
- Maintain a comprehensive plan and calendar for the various tasks required.

To properly support Service request that require material to replace defective equipment, VENDOR will provide SBBC with formal quotes to repair equipment and complete upon issuance of a Purchase Order from SBBC.

Service Contact Information

Primary: (123)456-7898

After-Hours: (123) 456-789

Email:

Service Contact Hourly Rates:

Service Role	Normal Hours	After-Hours	Holidays
Service Specialist (Group 1&2 Refresh & Break-	\$90.00	\$120.00	\$190.00
Service Installer (Group 1 Refresh only)	\$80.00	\$120.00	\$160.00
Project Coordinator (Service Account Rep)	\$105.00	\$ 157.50	\$ 210.00

Service Monthly Billing Schedule:

Service Specialist normal business hours

1952 hours x \$90/hr. billable rate (per Service Specialist) Monthly:

\$14,640

Service Account Representative (Project Coordinator)

1952 hours x \$105/hr. billable rate

Monthly: \$17,080

After-Hours: Billing will be added separately as it occurs

Break/Fix Service Level Agreements (SLAs)

All work orders entered in Remedy and iCare assigned with the Priority levels will follow the associated response times indicated below.

Priority	Description	24/7	Remedy Update*	On-Site Response (hours)
1	Emergency	Yes	1	3 hours, if call is made before 1pm
2	Urgent	No	1	Next business day
3	Standard	No	1	2 business days
4	Scheduled/Parts Only	No	1	Scheduled

**Remedy updates for all service requests will be acknowledged and updated within 1 hour during normal business hours of Monday through Friday, 8:00 am to 5:00 pm (ET). After-hours service requests made between 5:00pm and 8:00am (ET) will be updated in Remedy the following business day.*

Priority	Description
P1	A significant interruption to a critical security technology component. This could be a camera in a critical area, or another mutually agreed upon component interruption.
P2	Interruption to the normal operation of the system that does not create security vulnerability. Could be a low priority camera or situation.
P3	A minor or cosmetic defect with a component that does not impact the performance of the system. Could be a failed LED, non-operational software bug, or similar non-operational failure
P4	A scheduled activity such as preventative maintenance or small service project.

Additional SLA's

SLA	Metric	Description
First Time Fix	50%	Percentage of service request fixed on first on-site visit.
Installation Timeliness	<14 Business Days	Deliver and begin to install items ordered within fourteen (14) days after receipt of purchase order.
Repair Timelines	<2 Business Days	Work should begin within two (2) business days of parts arrival and completed by next business day based on site readiness and availability.

Operations Schedule and Afterhours

Time	Description
School Year Per SBBC	VENDOR will provide Service Specialists Monday through Friday to ensure coverage between the hours of 7:30am and 4:30 pm (ET).
Summer Per SBBC Schedule	VENDOR will provide Service Specialists Monday through Thursday between the hours of 7:00am and 5:30pm (ET). Schedules can be modified to accommodate any Friday support with a 5-business day notice.
After-hours (4:30pm – 7:30am, ET)	<p>P1 requests made after 1:00pm and before 8:00am (ET) Mon-Fri, or on weekends and holidays, will be responded to within 4 hours.</p> <p>Emergency P1 service requests made between the hours of 4:30pm-7:30am (ET) Monday through Friday or on weekends and holidays must be submitted by contacting VENDOR’s after-hours emergency number at (877) 735-1110.</p> <p>All after-hour emergency P1 service requests responded to within the hours of 4:30pm and 7:30am (ET) Monday through Friday or on weekends and holidays will be billable on a portal to portal basis at VENDOR’s after-hours rate.</p>

VENDOR Contact Information

Name, Title & Role	Contact Information	
Name Service Account Representative -Serves as a project coordination for program work and services.	Email:	
	Phone:	
Name Account Manager -Provides account management and strategic leadership -Manages overall customer relationship -Oversees all proposal requests and submissions	Email:	
	Phone:	