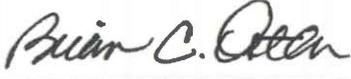




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Report to the BOARD OF AIRPORT COMMISSIONERS

Approver:  _____ Aura Moore, Deputy Executive Director and Chief Information Officer	Meeting Date 5/4/2023																									
	Needs Council Approval: <input checked="" type="checkbox"/> Y																									
Reviewer:  _____ Brian C. Ostler, City Attorney	<table border="1"> <thead> <tr> <th>Reviewed for/by</th> <th>Date</th> <th>Approval Status</th> <th>By</th> </tr> </thead> <tbody> <tr> <td>Finance</td> <td>4/20/2023</td> <td><input checked="" type="checkbox"/> Y <input type="checkbox"/> NA</td> <td>JS</td> </tr> <tr> <td>CEQA</td> <td>4/18/2023</td> <td><input checked="" type="checkbox"/> Y</td> <td>BMS</td> </tr> <tr> <td>Procurement</td> <td>4/25/2023</td> <td><input checked="" type="checkbox"/> Y <input type="checkbox"/> Cond</td> <td>LK</td> </tr> <tr> <td>Guest Experience</td> <td>4/19/2023</td> <td><input checked="" type="checkbox"/> Y</td> <td>TB</td> </tr> <tr> <td>Strategic Planning</td> <td>4/20/2023</td> <td><input checked="" type="checkbox"/> Y</td> <td>BNZ</td> </tr> </tbody> </table>		Reviewed for/by	Date	Approval Status	By	Finance	4/20/2023	<input checked="" type="checkbox"/> Y <input type="checkbox"/> NA	JS	CEQA	4/18/2023	<input checked="" type="checkbox"/> Y	BMS	Procurement	4/25/2023	<input checked="" type="checkbox"/> Y <input type="checkbox"/> Cond	LK	Guest Experience	4/19/2023	<input checked="" type="checkbox"/> Y	TB	Strategic Planning	4/20/2023	<input checked="" type="checkbox"/> Y	BNZ
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 _____ Justin Erbacci (Apr 27, 2023 11:18 PDT) _____ Justin Erbacci, Chief Executive Officer																										

SUBJECT

Request to approve the Second Amendment to Contract DA-5369 with Convergent Technologies, LLC to extend the term for one year and increase the contract authority in an amount not to exceed \$2,138,108, for a total contract authority of \$17,650,091. The amendment is for ongoing maintenance, repair, and technical support services for the Access Control and Alarm Monitoring Systems at Los Angeles World Airports.

RECOMMENDATIONS

Management RECOMMENDS that the Board of Airport Commissioners:

- ADOPT the Staff Report.
- DETERMINE that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines.
- FIND that the work can be performed more economically or feasibly by an independent contractor than by City employees.
- FURTHER FIND that, pursuant to Los Angeles Administrative Code Section 10.15 (a)(10) and Los Angeles City Charter Section 371 (e)(10), the services to be provided under this contract amendment involve the performance of professional, expert, technical, and other special services such that the use of competitive bidding would be impractical and undesirable.

5. APPROVE the Second Amendment to Contract DA-5369 with Convergent Technologies, LLC to extend the term for one year and increase the contract authority in an amount not to exceed \$2,138,108, for a total of \$17,650,091, for ongoing maintenance, repair, and technical support services for the Access Control and Alarm Monitoring Systems at Los Angeles World Airports.
6. AUTHORIZE the Chief Executive Officer, or designee, to execute the contract amendment upon approval as to form by the City Attorney and approval by the Los Angeles City Council.

DISCUSSION

1. Purpose

Staff requests approval of a Second Amendment to the contract with Convergent Technologies, LLC (Convergent) to provide maintenance, repair, and technical support services for the Access Control and Alarm Monitoring Systems (ACAMS) at Los Angeles World Airports (LAWA). The ACAMS program is the security system used for controlling and monitoring access to restricted areas throughout Los Angeles International Airport (LAX).

2. Prior Related Actions/History of Board Actions

- **May 16, 2019 – Resolution No. 26775 (DA-5369)**

The Board of Airport Commissioners (Board) approved a three-year contract with Convergent Technologies, LLC for the Access Control and Alarm Monitoring System Replacement project for an amount not to exceed \$14,258,512. The contract expired on June 3, 2022.

- **May 19, 2022 – Resolution No. 27489 (DA-5369A)**

The Board approved the First Amendment to Contract DA-5369 with Convergent Technologies, LLC to extend the term for one year and increase the contract authority in an amount not to exceed \$1,253,471, for a total of \$15,511,983 for ongoing maintenance, repair, and technical support services for the Access Control and Alarm Monitoring Systems at Los Angeles World Airports. This contract will expire on June 3, 2023.

3. Background

The Access Control and Alarm Monitoring Systems is the primary security access system across the LAX campus. The system integrates all terminals and buildings using security badges and over 5,200 badge readers for controlling and monitoring restricted areas.

Access portals are secured by ACAMS for operations in compliance with Transportation Security Administration (TSA), Department of Homeland Security Code of Federal Regulations (CFR) Title 49, Part 1542, Section 207, and LAWA's Airport Security Program, mandating compliance for airport security for safe and secure gates, turnstiles, security access checkpoints leading to airfield portals, and other restricted LAWA facilities.

Los Angeles World Airports' Information Management and Technology (IMT) Division completed the migration of most of the LAX campus to the Lenel OnGuard system in 2021, under the ACAMS Replacement Project Phase I.

During the current contract term, older ACAMS field equipment at the West Gates of the Tom Bradley International Terminal, Terminal 1.5, and Taxiway P were successfully migrated to the Lenel OnGuard system by Birdi Systems, Inc. under the ACAMS Replacement Project Phase II. Convergent supported this project by performing configuration of the ACAMS software. With the completion of ACAMS Replacement Project Phase II in February of 2023, the entire LAX campus is now operating on the Lenel OnGuard system.

A summary of the expenditures to-date is listed below:

Description of Elements	Expenditures
Base Maintenance, Repair, & Technical Support Services	\$5,236,675
ACAMS Replacement Projects	\$9,453,636
Spare Parts, Software Licenses, & As-Needed Services	<u>\$271,616</u>
Total Expenditures to-Date	\$14,961,927
Current Contract Authority	\$15,511,983
Contract Authority Remaining	\$550,056

4. Current Action/Rationale

Approval of the proposed contract amendment will ensure continuity of the maintenance, repair, and technical support services for ACAMS throughout the LAX campus until a new contract is awarded through the completion of a new Request for Proposal (RFP) process. The IMT Division is developing an ACAMS RFP to be released in the summer of 2023. Completion of the migration of the remaining older field equipment to the Lenel OnGuard system under ACAMS Replacement Project Phase II, was necessary prior to developing a new ACAMS RFP. This transition will ensure the entire ACAMS system information under Lenel OnGuard, will be available to be included in the new RFP. To prevent a gap in service and allow time for the RFP process to be completed, the existing contract with Convergent will be extended for one year. The Second Amendment will be canceled upon execution of the new contract.

The additional contract authority requested will be used to cover the cost for the following:

- Base maintenance, repairs, and service spare parts to ensure that ACAMS is fully functional at all times.
- Software support and license renewals for the upkeep of the backbone from the ACAMS manufacturer.
- Upgrade of the Lenel OnGuard software from the current 7.5 version to the latest certified suite to ensure manufacturer's support. As part of their software lifecycle plan, Lenel routinely discontinues support for previous software versions. Replacement software versions generally include security enhancements as well as additional beneficial features.

- Purchase of Lenel OnGuard licenses for third party systems, such as LAWA's CCTV Genetec video management system to successfully integrate responses to and from other LAWA safety and security systems, including the Airport Police Division's Identity Management and Credentialing System (IMCS). This communication between Lenel OnGuard and these safety and security systems is required for ACAMS access provisioning and reporting in compliance with the LAWA Airport Security Program.
- Perform configuration of ACAMS software for ACAMS hardware replacement. Under a separate contract, LAWA will replace problematic ACAMS field hardware with up-to-date versions to eliminate electronic noise which causes large volumes of ACAMS system logs from elevators.

Estimated services and expenditures for the contract extension are as follows:

Description	Cost
Base Maintenance, Repair, & Technical Support Services	\$1,752,092
Lenel Software Licenses	\$160,000
Spare Parts, Equipment Repairs, & As-Needed Services	\$125,000
Additional Elements Added for the 2nd Amendment	
Upgrade of Lenel OnGuard System Software	\$310,000
Third Party Software Licenses	\$125,000
Configuration of ACAMS Hardware Replacement Project Software	<u>\$216,072</u>
Total Second Amendment Cost	\$2,688,164
Funds Remaining	\$550,056
Additional Contract Authority Needed	\$2,138,108
Current Total Contract Authority	\$15,511,983
Proposed Contract Authority Increase	\$2,138,108
New Not-to-Exceed Total Contract Amount*	\$17,650,091
* Notes: Costs for individual line items may vary, but the total expenditures shall not exceed \$17,650,091	

How This Action Advances a Specific Strategic Plan Goal and Objective

This action advances this strategic goal and objective: *Innovate to Enhance Security, Efficiency & Effectiveness: Innovate to keep airports safe and secure.* The proposed amendment will enable IMT to support the LAWA's Access Control and Monitoring Systems operations which is in alignment with the strategic goal of keeping the airport safe and secure.

5. Fiscal Impact

Los Angeles World Airports may use a combination of operating and capital funds to pay for costs incurred for the proposed contract.

Related contract costs will be recovered through landing fees, terminal rates and charges, and non-aeronautical revenues. Operating expenses will be recovered immediately while capital costs will be capitalized and then recovered when the projects are put in service.

6. Alternatives Considered

- **Take No Action**

Without this Second Amendment, LAWA will not have sufficient resources to support ACAMS to restore it to full operation in the event of a system malfunction. A non-functioning system would cause LAWA to be out of compliance with TSA regulations and the LAX Airport Security Program would also be at risk.

APPROPRIATIONS

Funds for this contract are available in the FY2022-23 Los Angeles World Airports' Operating Budget in LAX Cost Center 1170072 – IT Airport & Public Safety Systems Commitment Item 520 – Contractual Services, and Commitment Item 522 – Materials and Supplies. Funding for subsequent years will be requested as part of the annual budget process.

STANDARD PROVISIONS

1. This item, as a continuing administrative, maintenance and personnel-related activity, is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines.
2. The proposed document(s) is/are subject to approval as to form by the City Attorney.
3. Actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373.
4. Convergent Technologies is required by contract to comply with the provisions of the Living Wage Ordinance.
5. Procurement Services reviewed this action (File No. 10043451) and established a 15% Small Business Enterprise (SBE), 5% Local Business Enterprise (LBE), 3% Local Small Business Enterprise (LSBE), and 3% Disabled Veterans Business Enterprise (DVBE) goal for this project. Convergent Technologies proposed 17.91% SBE, 7.32% LBE, 7.32% LSBE, and 3% DVBE. Convergent Technologies has achieved 22.081% for SBE, 9.027% for LBE/LSBE, and 1.58% for DVBE.
6. Convergent Technologies will comply with the provisions of the Affirmative Action Program.
7. Convergent Technologies has been assigned Business Tax Registration Certificate number 0002049047-0001-5.
8. Convergent Technologies is required by contract to comply with the provisions of the Child Support Obligations Ordinance.
9. Convergent Technologies has approved insurance documents, in the terms and amounts required, on file with Los Angeles World Airports.

10. Pursuant to Charter Section 1022, staff determined the work specified on the proposed contract can be performed more feasibly or economically by an Independent Contractor than by City employees.
11. Convergent Technologies has submitted the Contractor Responsibility Program, Questionnaire and Pledge of Compliance, and will comply with the provisions of the Contractor Responsibility Program.
12. Convergent Technologies has been determined by Public Works, Office of Contract Compliance to be in full compliance with the provisions of the Equal Benefits Ordinance.
13. Convergent Technologies is required by contract to comply with the provisions of the First Source Hiring Program for all non-trade Airport jobs.
14. Convergent Technologies has submitted the Bidder Contributions CEC Form 55 and will comply with its provisions.
15. Convergent Technologies has submitted the MLO CEC Form 50 and will comply with its provisions.
16. Convergent Technologies will comply with the provisions of the Iran Contracting Act.

**SECOND AMENDMENT TO CONTRACT NO. DA-5369 BETWEEN THE CITY OF
LOS ANGELES AND CONVERGINT TECHNOLOGIES LLC TO PROVIDE ACCESS
CONTROL AND ALARM MONITORING SYSTEM IMPLEMENTATION AND
SERVICES FOR THE DEPARTMENT OF AIRPORTS FOR THE CITY OF LOS
ANGELES**

This SECOND AMENDMENT TO CONTRACT NO. DA-5369 (“Second Amendment”) is made and entered into this _____ day of _____, 2023, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners of the Department of Airports also known as Los Angeles World Airports or LAWA (hereinafter referred to as "City"), and CONVERGINT TECHNOLOGIES LLC, a Delaware limited liability company (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, City and Contractor entered into Contract No. DA-5369 dated May 29, 2019, as amended by the First Amendment to Contract No. DA-5369A dated June 28, 2022 (collectively, the “Contract”) for Access Control and Alarm Monitoring System services; and

WHEREAS, City and Contractor, by mutual agreement, desire to amend the Contract in order to increase the term and contract authority, as set forth in this Second Amendment;

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions herein contained, City and Lessee do hereby mutually agree that the Contract shall BE AMENDED AS FOLLOWS:

AMENDMENTS

Section 1. Section 1.0 of the Contract is hereby deleted and replaced in lieu thereof with the following:

“The term of this Contract shall commence on June 4, 2019 and shall terminate on June 3, 2024, unless earlier terminated pursuant to Section 11 below.”

Section 2. The first sentence of Section 3.2 of the Contract is hereby deleted and replaced in lieu thereof with the following:

“The compensation to Contractor shall not exceed Seventeen Million Six Hundred Fifty Thousand Ninety-One Dollars (\$17,650,091) for the term of the Contract.”

Section 3. The attached Exhibit A-7 shall be added to the Contract. For the period from June 4, 2023 through June 3, 2024, Contractor shall perform work in accordance with Exhibit A-7.

Section 4. This Second Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Second Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Second Amendment had been delivered that had been signed using a handwritten signature. All parties to this Second Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Second Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Second Amendment based on the foregoing forms of signature. If this Second Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 5. It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Second Amendment shall not in any manner alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties hereto under or by reason of the Contract, and except as expressly amended herein, all of the terms, covenants, and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City has caused this Second Amendment to be executed by the Chief Executive Officer and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO,
City Attorney

CITY OF LOS ANGELES

Date: _____

Date: _____

By: _____
Deputy/Assistant City Attorney

By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer

ATTEST:

**CONVERGINT TECHNOLOGIES LLC, a
Delaware limited liability company**

By: _____
Signature (Secretary)

By:  _____
Signature

Print Name

Mike Mathes

Print Name

President, Global Growth

Print Title



EXHIBIT A-7

1983 S. Santa Cruz St., Anaheim, California 92805
Phone Mobile (949) 940-6428
Fabian.Escalante@convergint.com

April 6, 2023

Los Angeles World Airport
LAWA-ACAMS
Century Blvd
Los Angeles,
Attention: Melodie Johnson

Quotation: FE00545691P
License/Cert C-10 License #986407

Reference: O&M Contract Extention 23-03-21

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

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine for the last 4 years in a row. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.



convergent

Thank you for considering Convergent Technologies as your security service provider of choice. The intent of this proposal is to assist you in maintaining your ACAMS security system and minimize system malfunctions and associated downtime. Our goal is to work with you to maintain the integrity of the system, prolong the life of your investment, and to assist you in providing a safe and secure environment to the LAWA community.

Convergent Technologies is committed to providing long-term customer satisfaction and support to you well beyond an initial system installation. All Convergent installations include a standard warranty against all defects in material and workmanship for a period of one (1) year. This proposal will extend beyond the standard coverage and includes the following service offerings as part of our Agreement.

Scope of Work

The scope of work is to provide a 1 year contract extension to Convergent's existing O&M agreement for the support of the Los Angeles World Airport's (LAWA) Access Control & Alarm Monitoring System (ACAMS).

Contract Extension Scope to be as follows:

- Contract extension will be for a 1 year term from June 4, 2023 to June 3, 2024.
- The extension will cover the same exact scope provided under the current agreement for the maintenance and support of the Lenel OnGuard system at LAX and based on the original 3,500 ACAMS card readers plus an adjustment of an additional 1,765 readers totaling a new baseline of 5,265 readers.
- After the start of the contract extension, an assessment will be performed on a quarterly basis with LAWA and Convergent to adjust scope and new base reader count as needed. Any regular hours support beyond the new baseline of 5,265 readers will require an adjustment of \$6.50 per reader to cover afterhours support.
- The contract extension will be provided by 4 embedded technicians to mirror the existing arrangement comprised of 2 day-time field specialists, 1 swing-shift field specialist, and 1 remote day-time programmer. All on-site staff will report to LAWA provided office space and adhere to existing holiday schedule and adjusted SLA terms based on expanded baseline.
- Convergent's O&M team will provide maintenance and support of manufacturer's supported products including Lenel OnGuard and related hardware. Convergent will provide best effort to support hardware no longer supported by the manufacturer.
- All material including hardware, software, software licenses, lifts, or similar are excluded; however, Convergent can provide priced separately if needed.
- Lenel SUSP and any other Lenel product or support services not included and will be quoted separately. Picture Perfect support is excluded as this is a function of the O&M team.

convergent

Pricing:

Description	Monthly	Annual
Current O&M Monthly (based on 5,265 Readers)	\$137,266.96	\$1,647,203.52
4% Annual Increase	\$5,490.68	\$65,888.16
Lenel SUSP/Support Services	TBD	TBD
Total Adjusted Contract Extension O&M Cost	\$142,757.64	\$1,713,091.68

O&M Time & Material Labor Rates:

Classification	Convergent 2022 Published Hourly Service Rates	LAWA Discounted Hourly Rate	LAWA Discounted Overtime	LAWA Discounted Holiday/Sunday
Field Specialist	\$201.00	\$166.40	\$249.60	\$332.80
Field Specialist (Swing Shift)	\$230.00	\$192.40	\$288.60	\$384.80
Foreman	\$201.00	\$166.40	\$249.60	\$332.80
Programmer/Project Manager	\$230.00	\$192.40	\$288.60	\$384.80

- T&M that requires personnel on site will be invoiced for a minimum of 4 hours. T&M for remote support will be invoiced for a minimum of 1 hour.
- *Note: Above discounted rates are based on existing contract extension Prevailing Wage rates and are intended for LAWA O&M contract only and not available for other City/LAWA project.*

Pricing for this Customer Support Program is valid for 60 days from the date of the proposal. If accepted, please sign and date below and return to Convergent Technologies with the appropriate purchase order information.

Contract may be renewed subject to a 4% annual increase on hourly and annual rates.

Optional Added Field Technician Pricing:

Given LAWA's recent and continued growth, and based on the critical role ACAMS has on overall security operations, it is Convergent's recommendation that a 3rd field technician be added to the day shift. This will help address the repairs in a timely fashion and will aide in the preventative maintenance of the airport's ACAMS system which has not been prioritized due to minimum resources. Below is pricing based on including this additional technician.

- *Monthly Rate for 3rd Field Technician:* \$25,162.00



convergint

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

Sincerely,

Fabian Escalante
Convergint Technologies

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

Melodie Johnson

April 6, 2023

Customer Name (Printed)

Date

Authorized Signature

Title



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

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work and represents the entire agreement between Convergent and Customer (the "Agreement"). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

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

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

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the facility which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent; and
- 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.

No monitoring services are included in the Work. Any such services shall be governed by a separate agreement.

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

SECTION 2. PRICING

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

SECTION 3. INVOICE REMITTANCE AND PAYMENT

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

SECTION 4. WARRANTY

Convergent provides the following SOLE AND EXCLUSIVE warranty to the Customer:

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

- That Work performed under this Agreement will be of good quality;
- That all equipment will be new unless otherwise required or permitted by this Agreement;
- That the Work will be free from defects not inherent in the quality required or permitted; and
- That the Work will conform to the requirements of this Agreement.

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

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use commercially 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.

SECTION 5. CHANGES

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

SECTION 6. FORCE MAJEURE

Neither Customer nor 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. 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 Force Majeure, 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.

SECTION 7. INSURANCE

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/aggregate
\$2,000,000 general aggregate	
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$10,000,000 per occurrence/aggregate

All insurance policies carried by Convergent 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.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, 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 WILL 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 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. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. Customer shall indemnify, defend, and hold harmless 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 intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing its provision of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work 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 perform the Work 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.

Customer acknowledges that applicable law or regulation may limit Customer's rights and impose obligations with respect to information or data obtained using software capable of obtaining what may in certain circumstances be characterized as biometric information (individually and collectively, the "Software") and agrees that Customer is solely responsible to ensure its own compliance with such laws or regulations. Customer shall completely indemnify, defend (including pay attorneys' fees and disbursements), and hold harmless Convergent, its affiliates, and any employees, agents, contractors or representatives of any of the foregoing from and against any and all losses, liability, damages, penalties, expenses, claims, demands, actions, or causes of action, judgments (finally awarded) or settlements (individually and collectively, "Liabilities") arising from or related to any intentional or negligent acts or omissions of Customer or any of its agents, affiliates, employees, or representatives arising from or related to the Software, any hardware, software, or other services associated with the Software, or the use of any of the foregoing by or on behalf of Customer, including but not limited to those arising from or related to Customer's failure to comply with applicable laws or regulations related to its use of the Software or any hardware, software, or other services associated with the Software, including but not limited to the Customer's failure to obtain any necessary consents from affected individuals or provide any necessary disclosures or protections with respect to the information of such individuals under any applicable privacy or data security law, but excluding matters for which Convergent has agreed to indemnify Customer from and against third party claims for copyright and trade secret infringement under the terms of the End User License Agreement for the Software between Convergent and Customer. Notwithstanding the foregoing, Customer and Convergent agree that Liabilities suffered by a third party (other than an affiliate of Convergent) which are an element of loss subject to indemnification under this paragraph shall be deemed direct damages.

SECTION 10. DISPUTES

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 decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

SECTION 11. MISCELLANEOUS

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, subsidiaries or affiliated companies or any entity majority owned by Convergent.

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

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.

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

**Written Consent of the Managers
of Convergent Technologies LLC
March 29, 2022**

The undersigned, representing the Managers of Convergent Technologies LLC, a Delaware Limited Liability Company, having rights found within the Operating Agreement entered into on the 25th day of May 2001, in lieu of holding a meeting, do hereby consent to the following resolutions:

1. Appointment of Officers

It is Resolved that as of the date hereof, the incumbent officers of the LLC are hereby removed, and the following officers are hereby elected, each to serve in the office set forth opposite his or her name below, until his or her successor is duly elected and shall have qualified or until his or her earlier death, resignation or removal.

Dan Mocerì	Executive Chairman
Ken Lochiatto	CEO & President
Mike Mathes	Executive Vice President
Sean Flint	Executive Vice President
Kathryn Ingraham	Vice President, General Counsel and Secretary
Alan Bergschneider	Vice President, CFO and Treasurer
Tony Varco	Vice President, Security & Marketing
Barry Yatzor	Vice President, Fire Alarm and Life Safety
Bhuvana Badrinathan	Vice President and CIO
Laura Mueller	Chief Human Resources Officer
Sue Chalupnik	Vice President Human Resources - US
Karen Pepping	Vice President and Chief Accounting Officer
Jeff Rogers	Vice President
William Gannet	Vice President
Tim Beasley	Vice President
Lawrence Hillman	Vice President
Jim Kishish	Vice President
Dave Vitullo	Vice President
Jim Maymon	Vice President

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Jeff Holland	Vice President
Mike Brant	Vice President
Paul Thomas	Vice President
Thomas Brennan	Vice President
Kevin Donegan	Vice President of Strategy
Mike Duncan	Vice President of Global Accounts
Eric Yunag	Vice President of Technology and Innovation
Kevin Sheridan	Vice President, Financial Market
Yaruba Tate	Vice President, Inclusion & Diversity
Bill Casali	Assistant Secretary
Scott Strange	Assistant Secretary
Joanna Cornwell	Assistant Secretary

2. Signing Authority for: Convergint Technologies LLC

It is resolved that the following signing authority is hereby ratified, adopted and approved:

Real property leases and amendments thereto shall be vested in each of the following two individuals:

- *Vice President/General Counsel,*
- *Vice President/CFO,*

Vendor and distributor agreements shall be vested in each of the following:

- *Executive Chairman,*
- *CEO,*
- *President/COO,*
- *Vice President/General Counsel,*
- *Vice President/CFO,*
- *Barry Yatzor-Vice President, Fire Alarm and Life Safety,*
- *Tony Varco-Vice President, Security*
- *Eric Yunag – Vice President, Technology and Innovation*

Non-disclosure agreements shall be vested in:

- *Executive Chairman,*
- *CEO,*
- *President/COO,*
- *Executive Vice President,*
- *Vice President/General Counsel,*
- *Vice President/CFO,*
- *Any one of the Vice Presidents listed above in Section 1,*
- *Henry Kedzierski, Director of Credit & Accounts Payable*

- Amir Shechter, Director Advance Solutions – Enterprise Services
- Scott Strange, Assistant Secretary
- Joanna Cornwell, Assistant Secretary

Total approved customer contracts with a value equal to or over \$10M shall be vested in:

Any **two** of:

- Executive Chairman,
- CEO,
- President/COO,
- Executive Vice President,
- Vice President/General Counsel,
- Vice President/CFO,

Total approved customer contracts with a value up to \$10M shall be vested in:

Any **one** of:

- Executive Chairman,
- CEO,
- President/COO,
- Executive Vice President,
- Vice President/General Counsel,
- Vice President/CFO,

Total approved customer contracts with value up to \$1,000,000 shall be vested in:

- Any one of the Vice Presidents listed above in Section 1

Total approved customer contracts with value up to \$500,000 shall be vested in:

- Any General Manager
- Vice President, Operations – Michael Iadarola
- Vice President of Business Development – Rob Scovel
- Regional CFO – Todd Michalka

Total approved customer contracts with value up to \$100,000 shall be vested in:

- Any Operations Manager
- Director, Acquisitions Operations – Andy Gross
- Technical Operations Manager – Nick Sink
- Technical Operations Manager – Timothy Davis
- Service Manager – Chris Parris
- Service Manager – Tim Pugh
- Service Manager – Michael Maggio
- Service Operations Manager – Ryan Mount
- Installation Manager – Mike Semonella
- Contracts Manager – Christine Felder
- Sales Manager – Kris Painter
- Sales Manager – Stephanie Meurer
- Region Service Manager – Keith Johnson

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- *Service Manager – David Robinson*
- *Operations Supervisor – Jason Baker*
- *Regional Service Manager – Frank Dutreil*

Signing authority for customer contracts includes related ancillary documents such as RFPs/bids, work orders, change orders, lien releases. Any individual with signing authority is authorized to sign RFPs/bids regardless of value.

Total approved purchase orders for capital and operating expenditures (non-materials) up to \$100,000 shall be vested in:

- *Any one of the Vice Presidents listed above in Section 1*

Audit related invoices up to any dollar amount shall be vested in:

- *CEO*
- *Vice President/CFO*
- *Vice President and Chief Accounting Officer*

Tax signing authority, including tax returns, tax payments, tax audit settlements and statute extensions shall be vested in:

- *CEO*
- *Vice President/CFO*
- *Vice President and Chief Accounting Officer*

Tax signing authority, including tax returns, tax payments, tax audit settlements and statute extensions with a liability up to \$500,000 shall be vested in:

- *Director of Tax – Bill Kladis*

Authority to sign standard employee agreements and offer letters shall be vested in:

- *Any Officer of the company*
- *Any General Manager*
- *Local authorized hiring manager*

Authority to sign separation agreements and other employment related agreements shall be vested in:

- *Chief Human Resources Officer*
- *Vice President of Human Resources - US*

3. Delegation of Authority

It is resolved that the CEO, President, CFO, General Counsel and Chief Human Resources Officer have the authority to reasonably delegate signing authority to certain individuals as authorized signatories of the Company to execute and deliver commercial contracts and other documents necessary for the operations of the Company, subject in each case to all directions and/or limitation imposed by the CEO, President, CFO and General Counsel (as applicable) in connection with such delegation.

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4. 401k Meeting

The Investment Plan Committee shall consist of the following members: Ken Lochiatto, Alan Bergschneider and Leslie Evans.

The Managers acknowledge the 401k Plan reviews on <insert dates> by the Investment Committee, and hereby accept the report and minutes of those meetings.

5. Tax Matters:

It is resolved that DG Investment Intermediate Holdings 2, Inc. is appointed as the “tax matters partner” for Convergent Technologies LLC for the period ending December 31, 2021.

6. Ratification of prior acts:

It is resolved that all actions of the Managers and Officers taken on behalf of the LLC since the last meeting are hereby ratified, adopted and approved in writing.

7. Annual Meeting:

It is resolved that this written consent shall serve in place of the annual meeting of the Board of Managers, for calendar year 2021 in accordance with the terms of the Bylaws of the Company.

8. Waiver of Notice:

It is resolved that the undersigned Managers hereby waive any notice or right to object to any of the actions taken or approved hereby.

[SIGNATURE PAGE TO FOLLOW]

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Dated as of March 29, 2022

IN WITNESS WHEREOF, these consent resolutions have been approved and adopted effective as of the date first written above.

Managers



Ken Lochiatto



Sean Flint



Alan Bergschneider