AGREEMENT TO PROVIDE AND INSTALL GUNSHOT DETECTION SYSTEM between LARAMIE COUNTY, WYOMING and CONVERGINT.

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82001 ("COUNTY") and Convergint, 7330 S. Alton Way, Ste. 12K, Centennial, CO 80112 ("CONTRACTOR").

I. PURPOSE

The CONTRACTOR is to provide the purchase, installation, and deployment of a gunshot detection system, sensors, gateways, connection cabling, configuration and programming of devices, end-user training, functionality testing and Adaptive Response Programming as outlined in Attachment B entitled "Gunshot Detection System for the Laramie County Courthouse" (hereinafter referred to as the "GDS") as provided in CONTRACTOR's response to the 'Request for Proposal for a Gunshot Detection System' ("RFP") issued by Laramie County (Attachment 'A').

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in force until the project is completed by COUNTRACTOR and accepted by COUNTY as set forth in the Agreement.

III. PAYMENT

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR'S invoice to the COUNTY as detailed in the RFP attached hereto as Attachment A, which is fully incorporated herein. The total payment to CONTRACTOR under this Agreement shall not exceed \$174,704.63 (bid amount), unless negotiated by both parties in writing. Payment will be made to CONTRACTOR for materials upon invoice. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended). This project is being paid for with Federal Homeland Security Funds (CFDA #97.067) and Federal ARPA Funds (CFDA #21.027).

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall supply and install the detailed equipment in the attached proposal, issued in response to above referenced RFP, attached hereto as Attachment B and incorporated by this reference. This includes but is not limited to services and equipment required to complete the tasks identified respectively, on pages 15 and 28 of Attachment B, entitled "Solution Overview" and "Installation Scope of Work.
- B. "Additional systems, equipment and services" as referenced in Attachment B including, but not limited to, "Integration into an "RTCC" platform" are excluded

from CONTRACTOR's obligations unless otherwise agreed to by the parties in a separate written agreement.

- C. "Support Options" for annual maintenance and support, as reflected on page 32 of Attachment B, shall be matters mutually agreed to in separate written agreement(s) between the parties.
- D. CONTRACTOR shall work closely with COUNTY in coordinating the purchase, delivery and installation. CONTRACTOR will work with COUNTY as needed in accordance with such individuals or entities as deemed appropriate by COUNTY to accomplish the purposes outlined in Attachment B.
- E. CONTRACTOR acknowledges and understands that Laramie County primarily through its IT and maintenance departments, maintain final decision-making authority in regard to modifications and installations in Courthouse facilities.
- F. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR, which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions.

V. GENERAL PROVISIONS

A. Funding for the purposes and functions of this Agreement are provided by funding under the American Rescue Plan Act ("ARPA"). This funding source is subject to various federal requirements in regard to procurement and contracting. These requirements abrogate and supersede certain separate state requirements including, but not limited to, Wyoming preferences for labor and materials pursuant to Wyo. Stat. Ann. § 16-6-101 et seq. See, 2 C.F.R. § 200.319.

A. <u>Termination</u>: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

B. <u>Entire Agreement:</u> This Agreement (5 pages), and the attached RFP (15 pages) and the attached Proposal (36 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

C. <u>Assignment:</u> Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

D. <u>Modification</u>: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

E. <u>Invalidity:</u> If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

F. <u>Applicable Law and Venue</u>: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

G. <u>Contingencies:</u> CONTRACTOR certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

H. <u>Discrimination</u>: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

I. <u>ADA Compliance</u>: All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

J. <u>Governmental/Sovereign Immunity:</u> COUNTY does not waive its Governmental/ Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

K. <u>Indemnification</u>: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

L. <u>Third Parties:</u> The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

M. <u>Conflict of Interest:</u> COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity, which would constitute a conflict of interest relative to this Agreement.

N. <u>Force Majeure:</u> Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

O. <u>Limitation on Payment:</u> COUNTY's payment obligation is conditioned upon the availability of funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services, which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

P. <u>Notices:</u> All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Q. <u>Compliance with Law:</u> CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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AGREEMENT TO PROVIDE AND INSTALL GUNSHOT DETECTION SYSTEM between LARAMIE COUNTY, WYOMING and CONVERGINT.

Signature Page

LARAMIE COUNTY, WYOMING

REVIEWED AND APPROVED AS TO FORM ONLY:

By: <u>Laramic County Attorney's Office</u>

Date 9.21.22

Addendum between Laramie County, Wyoming and Convergint Technologies LLC Page 1

Addendum to Agreement to Provide and Install Gunshot Detection System Dated 9/20, 20 22 Between Laramie County, Wyoming ("County") and Convergint Technologies LLC ("Contractor")

This Addendum, dated <u>9/20</u>, 2022, amends and supplements the Agreement to Provide and Install Gunshot Detection System between County and Contractor, dated as of the date hereof (hereinafter, the "Agreement"). County and Contractor agree to modify the Agreement as follows:

- Notwithstanding anything in the Agreement, the following language shall apply: "In the event of a conflict between the terms of this Addendum, on one hand, and the Agreement and the terms of any of the other documents referred to or incorporated into the Agreement, on the other hand, the terms of this Addendum shall control."
- Section III is modified by adding the following:
 "All undisputed amounts shall be paid in full by County to the Contractor within thirty (30) days after the date of Contractor's invoice."
- 3. Section IV(F) is modified by replacing "three (3) years" with "two (2) years".
- 4. Section V(K) is modified by adding the following: "IN NO EVENT SHALL A PARTY 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 A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES."
- 5. The parties acknowledge and agree that, in the event Contractor discovers or suspects the presence of hazardous materials, or unsafe working conditions at the facility where the work is to be performed, Contractor is entitled to stop the work at that facility if such hazardous materials, or unsafe working conditions, were not introduced to the site by or caused by Contractor. Contractor in its reasonable discretion shall determine when it is "safe" to return to perform such work."

This Addendum agreed to between County and Contractor is entered into this day and shall be incorporated into the original Agreement.

Laramie County, Wyoming By:	Converg By:	Int Technologies LLC
Name:	Name:	Christophe ration G e n #M an ager
RECEIVED AND APPROVED AS TO FORM ONLY BY THE DEPUTY LARAMIE COUNTY ATTORNEY		

Attachment 'A'

REQUEST FOR PROPOSAL For

A Gunshot Detection System for the Laramie County Courthouses Closing Date: Wednesday May 25, 2022

Purpose of RFP

Laramie County is soliciting competitive sealed proposals from qualified vendors to provide a comprehensive gunshot detection system for the Laramie County Courthouses (two separate price proposals needed). This project is being funded with federal Homeland Security and Federal ARPA funds (CFDA #97.067 and CFDA #21.027).

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Sections

- 1.0 Purpose & Overview
- 2.0 Scope of Services
- 3.0 General Terms & Conditions
- 4.0 Submittal Requirements
- 5.0 Disclosures

Attachments

(2) Proposal Pages-1 for each Courthouse (New and Historic) Conflict of Interest Form

1.0 PURPOSE & OVERVIEW

Laramie County is soliciting competitive sealed proposals from qualified vendors to provide a gunshot detection system. This proposal needs to be separated for the two Courthouses (310 W.19th Street and 309 W. 20th Street). Two proposal sheets are attached for use.

2.0 SCOPE OF SERVICES

Scope of Work:

- Gunshot sensors for buildings to encompass all occupied hallways and courtrooms.
- (1) Relay system for each building that contains an input and output connectors.
- All cabling, hardware, software, design, project management and installation.
- Integration with existing S2 Security System
- System testing capabilities
- Annual operating license and program support for one year

Optional items:

- Emergency panic buttons
- Annual support fees

Additional Notes:

- Bidders shall visit the site and carefully examine the areas in question as to conditions that may affect proper execution of the work.
- All dimensions and quantities shall be determined or verified by the contractor
- No claims for extra costs allowed because of lack of full knowledge of the existing conditions unless agreed to in advance with Laramie County or Laramie County's representative.
- Lump sum base bid. The bidder agrees to accept as full payment, as herein specified, bid based upon the undersigned's own estimate of quantities and costs.
- A. The respondent shall provide the following information for each proposed system:
 - 1. A complete proposal including all related costs for providing the equipment, supplies and installation as outlined above.
 - 2. Delivery of all equipment, supplies, and installation.
 - 3. Enter into a written contract for work with Laramie County.
 - 4. Contractor shall comply with all applicable Federal and State statutes and regulations as well as local ordinances.

- B. The person or persons provided by the respondent to complete work shall be fully qualified to provide said services.
- C. All work provided by the respondent shall be in conformance with local, State and Federal rules and regulations.
- D. All equipment shall be responsive to the needs of the County, shall be performed in accordance with County programs, policies and procedures, and shall utilize appropriate methods and techniques.
- E. All records, including digital information, video tapes and audio tapes, related to the contract services performed for the County shall be subject to the Wyoming Public Records Laws and shall be maintained and made available in accordance with those laws and public records policies and procedures of the County. Records shall be made available to the County without question upon request of the County, in accordance with the requirements of law. Citizen requests for such records shall be processed through the County. All records, including all types of electronic records, related to the contract and services performed there under shall be the property of the County at the end of the contract, or at the end of the County's fiscal year, or upon demand of the County, whichever occurs first. The County shall specify the minimum records to be maintained by the respondent. The respondent may maintain additional records at its discretion.

3.0 GENERAL TERMS & CONDITIONS

3.1 RFP Closing Date

Proposals must be received by the Laramie County Risk Department at 310 West 19th Street, Suite 140, Cheyenne, Wyoming 82001 no later than **2:00 p.m., local time, on Wednesday May 25, 2022.** Proposals received after this time will not be considered. Tours of the proposed site can be arranged providing the tour has been scheduled in advance with the Laramie County Risk Analyst.

3.2 Delivery of Proposals

All proposals shall be sealed and delivered or mailed to (faxes and emails will not be accepted):

3.3 Pre-proposal Information

No specific pre-proposal meeting will be held. Each respondent shall contact the Laramie Risk Analyst to discuss the proposal with the County if needed and for tours.

3.4 Public RFP Opening

Only the names of the firms submitting proposals will be read aloud at the RFP opening. The proposals will be available for inspection during normal business hours in the Laramie County Commissioners Office within three (3) working days of the closing date, by appointment.

A complete tabulation of proposals will be available after it is completed. A public bid opening will take place on **Wednesday March 25, 2022 at 2:15pm** local time.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the Laramie County Risk Department at, (307) 633-4334 at least five (5) days prior to the date.

3.6 Proposal Form

- A. See Submittal Requirements for complete details.
- B. Each respondent shall submit THREE (3) complete sets of the proposal form, one marked "ORIGINAL" and TWO (2) marked "COPY". The proposal shall be submitted on an exact copy of the attached proposal form
- C. The proposal form must be signed by an official authorized to legally bind the respondent to all RFP provisions contained herein.
- D. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

3.7 Questions Concerning RFP

Questions concerning any portion of this RFP should be directed in writing to the Laramie County Risk Analyst named below, who shall be the official point of contact for this RFP. Mark cover page or envelope(s) "Questions on Gun Shot Detection System."

Submit questions to:

Lori Pallak Laramie County Risk Analyst 310 W. 19th Street, Suite 140 Cheyenne, WY 82001 307-633-4334 Lori.Pallak@laramiecountywy.gov

3.8 Clarification and Addenda

It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable) through the Manager named above. The County will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing the County web site. Respondents in their proposal must acknowledge receipts of amendments. Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. Please check the Laramie County web site at http://www.laramiecounty.com for any addenda.

3.9 Award

The County reserves the right to award the contract to the respondent(s) that the County deems to offer the best overall proposal(s). The County is therefore not bound to accept a proposal on the basis of lowest price. In addition, the County at its sole discretion, reserves the right to cancel this RFP, to modify the quantities of product we purchase, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. The County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest.

3.10 Contract

The contents of this RFP and all provisions of the successful proposal deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract document will be issued.

The County Commissioners are the sole Contracting Officer for Laramie County, Wyoming, and only he/she or his/her designee is authorized to make changes to any contract.

The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Price Agreement. The County shall not be responsible for any order, change, substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Laramie County

3.11 Disclosure of RFP Content

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

3.12 Respondent's Responsibility

A respondent, by submitting a proposal represents that:

- A. The respondent has read and understands the RFP in its entirety that and the proposal is made in accordance therewith, and
- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;

C. Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by Laramie County upon which the respondent will rely. If the respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions an requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

3.13 Payment Terms

The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

3.14 Conflict of Interest Disclosure Form

All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

3.15 Minor Irregularities

The County reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

3.16 Deviations

All proposals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the General Terms & Conditions. Such deviations must be stated upon the Proposal Form; otherwise, Laramie County will consider the subject proposals as being made in strict compliance with said General Terms & Conditions to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that Laramie County will only consider proposals that meet the exact requirements imposed by the General Terms & Conditions; except, however, said proposals may not be subject to such rejection where, at the sole discretion of Laramie County, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFP process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other respondents.

3.17 Waiver of Claims

Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than 30 calendar days to present or file any claims against the

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County concerning this contract. After that period, the County will consider the respondent to have waived any right to claims against the County concerning this agreement.

3.18 Selection Criteria

Each proposal shall be evaluated using the following criteria:

- 1. Proper submittal of ALL documentation as required by this proposal
- 2. Overall scope and quality of the proposed project
- 3. Meeting or exceeding the requirements of the RFP
- 4. Quality and compatibility of the work proposed
- 5. Ability to accomplish project in a timely manner
- 6. The benefits to Laramie County as it pertains to:
 - a. Related experience in the areas covered in the RFP
 - b. Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules
 - c. Experience, ability and overall quality of past and current projects

3.19 Termination / Cancellation of Contract

The County reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e. reports, materials, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

3.20 Incurred Expenses

This RFP does not commit Laramie County to award a contract. Nor shall Laramie County be responsible for any cost or expense, which may be incurred by the respondent in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

3.21 Presentations by Respondents

Laramie County, at its sole discretion, may ask individual respondents to make oral presentations and/or demonstrations without charge to the County.

The County reserves the right to require any respondent to demonstrate to the satisfaction of the County that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the County and the County shall be the sole judge of compliance.

Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.22 Minimum Specifications

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any particular respondent, but to ensure that the County receives quality services.

3.23 Respondent's Personnel

The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended. During the performance of the contract, the respondent agrees to the following:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent.

The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent or vendor. The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended. Any information concerning the County, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent or personnel furnished by the respondent or personnel furnished by the respondent or any employee or agents of the respondent or personnel furnished by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the County.

3.24 Claim Notice

The respondent shall immediately report in writing to the County's designated representative or agent any incident, which might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume' of claims experience relating to all respondent operations at the County project site.

3.25 Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

4.0 SUBMITTAL REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized and sections tabbed in the following order. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at minimum:

Tab 1 – Respondent's Profile

A brief profile of the firm, including:

- 1. A brief history of the company
- 2. Organizational structure
- 3. Ownership interests
- 4. Active business venue (counties, states, etc.)
- 5. Present status and projected corporate direction

6. The firm's overall qualifications to provide a summary of equivalent services as the Scope of Work.

Tab two - Completed Proposal Form (use-attached forms-1 for each building)

Tab 3 – References

List at least three (3) recent references where the equivalent projects have been conducted within the past five years.

Tab 4 – Conflict of Interest Disclosure Form

All respondents shall properly complete, have notarized and attach with their proposal the attached notarized disclosure statement. The Officers and Significant Stakeholders form shall also be completed and be submitted behind this tab.

Tab 5 - Other Information

Include any additional information you believe will assist the County in the selection process of qualified respondents. Please be succinct.

5.0 Disclosures

The laws of Wyoming require that the contents of all proposals shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the vendor to permit the vendor to defend the proprietary nature of the information.

If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the issuing office. If a respondent fails to notify the issuing office of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission, the respondent shall submit a response at its own risk and under such conditions. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

The successful respondent will be expected to enter into a contract with Laramie County upon terms acceptable to the County. Respondent will be required to be registered in Sam.gov to receive federal ARPA funding as a contractor.

Following the award of the contract, responses to this proposal are subject to release as public information unless specific parts of the response can be shown to be exempt from the laws of the State of Wyoming. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. Laramie County assumes no obligation or responsibility for asserting legal arguments on behalf of potential respondents.

If a respondent believes that parts of a proposal are confidential then the respondent must so specify. The respondent must mark in bold red letters the term "**CONFIDENTIAL**" on that part of the response, which the respondent believes to be confidential. The respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. All parts of proposals, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful proposal may be considered public information even though parts are marked confidential.

Proposals must be signed by a person authorized to commit the respondent to provide the services requested in this RFP. Submission of a signed proposal will be interpreted to mean the respondent has agreed to all terms and conditions set forth in all of the sheets, which make up this RFP.

Laramie County accepts no obligations for the costs incurred in responding to this RFP in anticipation of being awarded a contract. Laramie County reserves the right to reject any and all submitted proposals. It is understood that all proposals become the property of Laramie County and will be available for public inspection. No obligation is made by retention of these proposals, nor is Laramie County committed to awarding a contract as a result of this RFP.

Each respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this proposal. Examples of potential conflicts may include an existing business or personal relationship between the respondent, its principal or any affiliate or subcontractor, with Laramie County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the respondent, the principals, or an affiliate or subcontractor, with any employee of Laramie County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict should be disclosed. Failure to disclose any such relationship or reveal personal relationships with Laramie County employees may be cause for contract termination. Laramie County will decide if an actual or perceived conflict should result in proposal disqualification. By submitting a response to this RFP, all respondents affirm that they have not given, nor intend to give, any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a Laramie County employee or representative in connection with the procurement.

Governmental Immunity

Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. 1-39-101 *et seq.*, by issuing this RFP or by entering into any subsequent agreement. Further, Laramie County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this RFP or any subsequent agreement.

Indemnification

To the fullest extent permitted by law, the successful respondent agrees to indemnify and hold harmless Laramie County, its appointed officials, elected officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with any work performed by or on behalf of respondent for Laramie County pursuant to any agreement with Laramie County.

Termination

The selection may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the RFP or any subsequent agreement; (b) by either party, with thirty days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

Force Majeure

Neither the respondent nor Laramie County shall be liable to perform under this RFP or subsequent agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and

unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

The submission of a proposal shall be considered acceptance to all the terms and conditions provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

New Courthouse 309 W. 20th Street

PROPOSAL FORM TO:

The undersigned hereby declares that [firm name]

_____will furnish the said

work according to specifications.

Proposed Cost

Total Estimated Cost for Project: \$_____

The above prices are all inclusive; County shall pay no other forms of compensation. The County reserves the right to add additional related services that were not known at the time of the publishing of this RFP to any resulting contract, upon negotiations with awarded contractors that is mutually agreeable.

Have you supplied the Submittal Requirements outlined above? _____ YES _____ NO

Laramie County reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Proposals and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Company			
By			(Print name)
Signature			
Address			
City	State	ZIP	
Telephone	Fax		
E-Mail Address:			
DUNS#	Fed. I.D. #		

Historic Courthouse 310 W. 19th Street

PROPOSAL FORM TO:

The undersigned hereby declares that [firm name]

have carefully examined the specifications to furnish RFP Gunshot Detection System for which proposals were advertised to be received Wednesday May 25, 2022 by 2:00pm. and further declare that [firm name]

will furnish the said

work according to specifications.

Proposed Cost

Total Estimated Cost for Project: \$_____

The above prices are all inclusive; County shall pay no other forms of compensation. The County reserves the right to add additional related services that were not known at the time of the publishing of this RFP to any resulting contract, upon negotiations with awarded contractors that is mutually agreeable.

Have you supplied the Submittal Requirements outlined above? _____ YES ____ NO

Laramie County reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Proposals and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

		(Print name)
State	ZIP	
Fax		
Fed. I.D. #		
	Fax	Fax

CONFLICT OF INTEREST & DISCLOSURE FORM I HEREBY CERTIFY that

I (printed name) _______am the (title) ______am the (title) ______and the duly authorized representative of the firm of (Firm Name) ______

whose address is _____

And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,

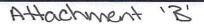
This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature:	
Printed Name:	
Firm Name:	
Date:	
Sworn to and subscribed before me this Notary Public - State of My Commission expires	, 20

(Printed, typed or stamped commissioned name of Notary Public)

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Laramie County

Gunshot Detection System for the Laramie County Courthouses

Due Date: May 25th, 2022

convergint^{*} Austin Ramey

Account Executive

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Executive Summary

Convergint has a thorough understanding of Laramie County's goals for a Gunshot Detection System (GDS). When implemented correctly, a Gunshot Detection System will automatically notify Laramie County Sheriff personnel when a gun has been fired in the courthouses, and provide critical, objective intelligence on the gunshot event so that LCSO can provide the fastest, most appropriate response to a targeted geographic area. If implemented or supported poorly, however, the result will be significant numbers of false alarms and an erosion of trust in the alerts.

A Gunshot Detection System will enhance the safety of the responding officer by providing perarrival intelligence and enable law enforcement to determine if more officers or special tactics units are required based on the location, quantity of the gunshots and the number and types of guns involved. The GDS, if integrated with the County's CAD system, will display the alert and relevant information on a map, pull up associated live and archived camera images and walk operators through predetermined action plans to ensure LCSO applies the right resources to the incident.

Convergint selected EAGL Technology (Emergency Automatic Gunshot and Lockdown) as the most effective GDS solution for this project based on its unique gunshot detection technology which relies on energy level and waveform analysis, not acoustics, to detect and classify gunshot events. This technology was developed by the Department of Energy in response to the Sandy Hook tragedy and is the latest, most advanced gunshot detection technology available.

EAGL's advanced technology delivers the following benefits:

- <u>Greater gunshot detection accuracy</u> EAGL's energy waveform analysis delivers fewer false alarms than acoustic detection relying on microphones and eliminates the need for human verification.
- No need for electrical power at each sensor location. Each sensor is battery-powered (7-year battery life) which streamlines installation and reduces costs.
- 3. No need for complex wireless networks

EAGL's sensors rely on the IoT network to transmit gunshot detection events to the cloud. The sensors require very little bandwidth to transmit detection events and sensor health status updates so the IoT network is more than adequate. EAGL's IoT architecture also eliminates the additional electrical power requirements of a wireless network, further minimizing the footprint of the GDS system.

- <u>The most flexible, scalable solution</u> Discreet, battery-powered IoT sensors can be placed wherever they are required, without the need for wires.
- 5. <u>Rapid Deployment for lower costs</u> Without the need for power or wireless infrastructure, sensors can be quickly installed anywhere.
- Laramie County will own all its Gunshot Detection data The proposed GDS solution and all associated data become property of Laramie County upon acceptance.



Convergint's Colorado office, located at 7330 S Alton Way – 12K, Centennial, CO will be the base of support for the proposed system. Our locally-based business development, project management, and service teams will be highly accessible to Laramie County throughout the project life cycle, facilitating timely walkthroughs, project planning, installation, project meetings, and post-installation service and support. Our Colorado Office consists of over 150+ colleagues who are committed to providing the best solutions and service to our clients.

As a thought leader in our industry, Convergint stays informed of emerging technologies that achieve the required objectives and deliver the greatest return on your investment. We take a long term view with our clients, rather than just responding to RFPs, in order to provide future-proof solutions that increase the safety and security of the community and build on a secure foundation over time.

Convergint's Digital Transformation group, which architected this proposal, works to identify technologies that will simplify, automate and enhance the client's efforts and include analytics, Artificial Intelligence, Data Fusion, facial recognition, forensic search, anomaly detection and other systems. These extend the effectiveness of city-wide camera systems and enable intelligent integration with License Plate Recognition, Access Control, Fire Alarm, Intrusion Detection, Gun Shot Detection, Mass Notification, Visitor Management, Identity Management and mobile video systems.

Primary Contact	
Name and Title	Austin Ramey, Account Executive
Address	7330 S Alton Way #12K, Centennial, CO 80112
Email	Austin.ramey@convergint.com
Phone	(317) 385-9760

TAB 1 – Respondent's Profile

The combined team of Convergint Technologies LLC and EAGL Technology presents the most effective and lowest risk solution to achieve the objectives stated in this RFP.

CONVERGINT QUALIFICATIONS

Founded in 2001, Convergint is an industry-leading global systems integrator headquartered in Schaumburg, Illinois. 2021 revenues exceeded \$1.8 billion, and Convergint boasts over 7,500 colleagues in 175 offices across five continents. Convergint is the world's largest security systems integrator with over 20 years of experience supporting customers. From day one, delivering value through unparalleled customer service and consistent operational excellence has been foundational at Convergint.

Convergint's top priority is service in every way. This includes service to our customers, colleagues, and communities. Our promise, and our number one objective, is to be our customers' best service provider.

Our experience spans all types of security technologies, including drone detection, autonomous vehicles, enterprise card access, IP video management, intelligent video, UL2050, intercom, biometrics, perimeter protection, asset protection, smartcard credential management, Physical Security Information Management (PSIM), Physical Identity Access Management (PIAM), Artificial Intelligence, weapons detection, gunshot detection, secure authentication, compliance management and many other solutions.

Convergint was built on a solid foundation of Values and Beliefs (V's & B's). Before the company was legally formed, before we received one order, before we hired one colleague, our founding leadership began writing down the principles that would eventually become our V's & B's and established a unique and empowered culture. Our V's & B's have driven our positive culture throughout our organization and differentiate us from other integrators.

Our people, culture, technologies, and superior customer service differentiate us from our competitors. Convergint is committed to being our customers' best service provider with a culture of integrity, accountability, and excellence.

Convergint is structured as a Limited Liability Company. Convergint has acquired dozens of companies over the years but remains product-agnostic to ensure that it is able to provide the best to the address each client's unique requirements. Convergint continues to grow organically as well as through acquisitions in key markets and verticals worldwide.

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Global Implementation

Convergint is committed to being their customers' best service provider. Executing work across multiple locations introduces a level of complexity that requires focused leadership and a proven approach. With 175 company-owned locations, 7,500+ colleagues, and hundreds of partners, Convergint can meet the most challenging needs and provide a high level of project support unmatched by our competitors.

The map below identifies Convergint's global footprint. While a global reach may not be critical to Laramie County, Convergint's access to markets outside the United States ensures that it is aware of the most innovative solutions and unique use cases that can be shared with Convergint's US-based clients.



Local Presence



The Denver area Convergint Technology Center (CTC) is located in Centennial, CO. Since 2007, this CTC has been the hub of Convergint Colorado & Wyoming activities. The Denver CTC has 150+ colleagues that serve key verticals such as utilities, State/Local government, Education (K-12 and higher education), and Defense (Department of Defense/military bases/UL2050), better known as SLED, global accounts, data centers, commercial offices, and healthcare.

The Convergint Denver CTC will be the primary contact for Laramie County for the entirety of the contract. Our locally based business development, project management, and service teams will be highly accessible to Laramie County throughout the contract's life cycle. Our talented colleagues will facilitate timely walkthroughs, project planning, project meetings, yearly inspections, material installations, ongoing service, and support. The Denver CTC and the 150+ other CTCs throughout the United States (US) and globally are well-versed in cost-effective solutions with long-term system flexibility. These solutions include Internet Protocol (IP) video surveillance, access control, fire alarm, intrusion detection, gunshot detection, mass notification, visitor management, identity management, and mobile video systems.

Notable Clients

In addition to the industries mentioned above, the Denver area has provided opportunities for various accounts ranging from cities, municipalities, and counties to oil refineries, healthcare, banks, utilities, transit, K-12, and college campuses.



Kaiser Permanente (Kaiser) became a foundational account and remains a strong customer today. Since 2007, we continue to be their trusted partner and largest security provider. Convergint's \$15M contract with Kaiser now services all US locations.

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Gunshot Detection System for the Laramie County Courthouses

With the help of our SLED team, Convergint has expanded heavily into the primary education market and now works directly with four of the top ten largest school districts in the state. They include Douglas County School District, Adams 12 Five Star Schools, Widefield School District 3, Adams 14, and Thompson Valley School District.





Since 2018, Convergint has been the security partner for the United States Department of Veteran Affairs (VA) across their 30+ sites in Colorado. Convergint continues to support the VA in its security efforts. To further meet the VA's security needs

and demands, they have contracted a Convergint technician to be onsite three days each week to identify any threats, take corrective action, and perform preventative maintenance on the security systems.

Commitment to be our Customers' Best Service Provider



Delivering value through unparalleled customer service and operational excellence has been foundational at Convergint. Our promise, and our number one objective, is to be our customers' best service provider.

Convergint's service team is available 24 hours a day, 365 days a year. Convergint's call centers are operated by knowledgeable staff who field requests from customer facilities and integrates them within the iCare Customer Portal. The Denver CTC has over 96 installation/service vehicles, three bucket trucks, and over 150 colleagues supporting security and fire systems. In addition, the Denver CTC has a Service Center, which operates during regular business hours by four Service Coordinators for technician dispatching.

Service Center Address – Located at the Denver CTC: 7330 S. Alton Way #12K Centennial, CO 80112

Customers may initiate a service request in the following four ways:

- 1. Phone: (303) 932-0757 (M-F 8 AM to 5 PM)
- 2. Email: Denver.Service@convergint.com
- 3. Via iCare: our web-based portal
- 4. After Hours: (877) 735-1110



EAGL QUALIFICATIONS

EAGL Technology offers the most advanced and most cost effective wireless indoor/outdoor gunshot detection and man-down systems on the market. Our sensors are wireless, IoT Smart-City capable, battery/solar operated with a 9-year battery life. No new power or network infrastructure is needed, resulting in a much lower total cost of ownership. EAGL's sensors can permanently affix to a building inside or outside or used in a mobile, IOT fashion. EAGL's sensors have less than a 1% false read-rate and the technology works in extremely RF-noisy environments.

EAGL's Gunshot Detection & Lockdown System works **automatically** and **autonomously**, performing full facility lockdown features when integrated with existing Access Control systems. As this happens, EAGL provides Law Enforcement with notifications of an active shooter by text and email. The EAGL System also has the capability to provide Law Enforcement with ballistic information delivering a critical component for situational awareness.

Gunshot Detection System for the Laramie County Courthouses

TAB 2 – Completed Proposal Forms

Historic Courthouse 310 W. 19th Street

PROPOSAL FORM TO:

The undersigned hereby declares that [firm name] Convergint Technologies, LLC

have carefully examined the specifications to furnish RFP Gunshot Detection System for which proposals were advertised to be received Wednesday May 25, 2022 by 2:00pm. and further declare that [firm name] ______ Convergint Technologies, LLC

will furnish the said

work according to specifications.

Proposed Cost

Total Estimated Cost for Project: \$___48,977.88

The above prices are all inclusive; County shall pay no other forms of compensation. The County reserves the right to add additional related services that were not known at the time of the publishing of this **R**FP to any resulting contract, upon negotiations with awarded contractors that is mutually agreeable.

Have you supplied the Submittal Requirements outlined above? X YES NO

Laramie County reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Proposals and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Company_	Convergint Tech	nologies, LLC				
By	CJ Dalton	12-				(Print name)
Signature _		all				
Address	7330 S Alton Way - 1	<u>2K</u>				
City Co	entennial	State	CO	ZIP	80112	
Telephone	303-932-0757	Fax				
E-Mail Ad	dress: ci.dalton@c	convergint.com				
DUNS#	029640740	Fed. I.D. #	36-4	44462	0	

HISTORIC COURTHOUSE 1st YEAR TOTAL = \$48,977.88

- Initial Deployment = \$40,475.02
- Ist Year System Licensing, Ongoing Maintenance & Support, Routine System Inspections = \$8,502.86

New Courthouse 309 W. 20th Street

PROPOSAL FORM TO:

The undersigned hereby declares that [firm name] Convergint Technologies, LLC

have carefully examined the specifications to furnish RFP Gunshot Detection System for which proposals were advertised to be received Wednesday May 25, 2022 by 2:00pm. and further declare that [firm name] ______ Convergint Technologies, LLC

will furnish the said

work according to specifications.

Proposed Cost

Total Estimated Cost for Project: \$ 125,726.75

The above prices are all inclusive; County shall pay no other forms of compensation. The County reserves the right to add additional related services that were not known at the time of the publishing of this RFP to any resulting contract, upon negotiations with awarded contractors that is mutually agreeable.

Have you supplied the Submittal Requirements outlined above? X YES NO

Laramie County reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Proposals and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Company Convergint Technologies, Ll	<u>_C</u>	terror to an an an
By CJ Dalton	(1)	Print name)
Signature 5 3-1		
Address 7330 S Alton Way - 12K		
City Centennial	State CO ZIP 80112	
Telephone <u>303-932-0757</u>	Fax	
E-Mail Address:cj.dalton@convergint.c	om	
DUNS#_029640740F	ed. I.D. #36-4444620	

NEW COURTHOUSE 1st YEAR TOTAL = \$125,726.75

- Initial Deployment = \$109,239.33
- 1st Year System Licensing, Ongoing Maintenance & Support, Routine System Inspections = \$16,487.42



TAB 3 – References

Convergint maintains over 175 offices across five continents and currently contracts with thousands of clients. A partial list of clients relevant to the Laramie County Courthouse project include:

CONVERGINT REFERENCES

Social Security Administration

Dallas Regional Office 1301 Young Street | Suite 530 |Dallas, TX 75202 Kyle Victry, Facilities Analyst 214-767-2042 kyle.victry@ssa.gov Scope: Conversint designed a complete support

Scope: Convergint designed a complete gunshot detection system to cover all occupied floors and main entry of the Social Security Administration's Dallas Regional Office. The system consisted of 53 indoor sensors and 3 outdoor sensors and will be monitored by Federal Protective Service officers in the Security Operations Center.

Douglas County School District (DCSD)

620 Wilcox Street, Castle Rock, CO

For reference contact information, please reach out to Austin Ramey (austin.ramey@convergint.com)

Scope: In 2020, Convergint was selected through a Request for Proposal process as the designbuild partner for DCSD. Our team is responsible for the design and implementation of a districtwide unified security solution, including cameras, access control and secured credentials across DCSD's 100 locations. The project remains on schedule to deploy over 4,000 cameras and over 550 access-controlled doorways across multiple sites. Also, Convergint is involved with advanced programming efforts to make district security personnel highly effective in both threat assessment and mitigation through the Genetec Security Center platform.

United States Department of Veteran Affairs (VA)

1700 N Wheeling St., Aurora, CO Allison Stockdale, Chief Biomedical Engineering 720-723-3693

Allison.stockdale@va.gov

Scope: Since 2018, Convergint has been the security partner for the United States Department of Veteran Affairs (VA) across their 30+ sites in Colorado. Convergint has worked with the VA to deploy a Lenel access control system that consists of 900+ readers and a Milestone video surveillance system that consists of 800+ cameras across 30+ sites. Convergint has completed the conversion of the camera system to the Milestone XProtect platform. Before the conversion, Convergint collaborated with the VA to design and determine the new solution that addressed the immediate issues and have the flexibility to address future needs. Convergint continues to support the VA in its security efforts. To further meet the VA's security needs and demands, they have contracted a Convergint technician to be onsite three days each week to identify any threats, take corrective action, and perform preventative maintenance on the security systems.



City of Boulder

1301 Arapahoe Ave, Boulder, CO

For reference contact information, please reach out to Austin Ramey (austin.ramey@convergint.com)

Scope: In 2021, Convergint was selected through an Request-for-proposal process as the certified security for the City of Boulder. Convergint provides design, deployment and technical support services for the City's Milestone video surveillance system across City departments. Convergint's experience, along with most Milestone certified personnel compared to any competitor in the State, resulted in our selection as sole source integrator. Support includes software and service support with 24/7 response when necessary.

EAGL REFERENCES

Artesia Public Schools 302 Bulldog Blvd. Artesia, NM Scott Simer , Facility Director (575) 746-3585 Email: <u>ssimer@bulldogs.org</u>

Scope: EAGL installed 276 gunshot detectors in and around 9 schools in Artesia New Mexico. A total of 161 Firefly Indoor detectors and 115 Dragonfly outdoor detectors. In addition the EAGL system was integrated into the PA system as part of the emergency notification scheme.

City of Houston

901 Bagby Street Houston, TX 77002 Jack Hanagriff, Critical Infrastructure Protection Email: Jack.Hanagriff@comcast.net 716-410-6906 Scope: EAGL installed gunshot detectors in and around the George R. Brown Convention Center in Houston Texas. A total of 7 Firefly Indoor detectors and 5 Dragonfly outdoor detectors. In addition, EAGL was integrated with the convention center's Vidsys PSIM platform.

Cicero Police Department

4901 W. Cermak Rd. Cicero, IL 60804 Dominic Schullo, Public Relations Manager Email: dschullo@thetownofcicero.com 708-652-2130

Scope: As an evaluation pilot program, a total of 9 outdoor sensors were deployed in the Town of Cicero for the Cicero police department. Five of those were RF sensors communicating through two EAGL Gateways on the Cicero network and four were IoT sensors communicating across cellular network to the EAGL sever. During a shooting incident on the street, two of the IoT sensors sent a total of three alarms within seconds of shots being fired. The Cicero police were notified immediately and were able to quickly utilize their CCTV system to gain situational awareness, id the individual, and apprehend the suspect.

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Gunshot Detection System for the Laramie County Courthouses

TAB 4 – Conflict of Interest Disclosure Form

CONFLICT OF INTEREST & DISCLOSURE FORM I HEREBY CERTIFY that

I (printed name)	CJ Dal ton			
am the (title)	General Manager			
and the duly auth	orized representative	of the firm of (Firm Name)	Convergint	Technologies, LLC

whose address is	7330 S Alton Way - 12K,	
1	Centennial, CO 80112	

And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,

This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature:	
Printed Name: CJ Dalton	
Firm Name: <u>Convergint Technologies, LLC</u> Date: <u>S/24/22</u>	
Sworn to and subscribed before me this <u>241¹⁰</u> day of <u>Man</u> Notary Public - State of <u>Colorado</u> My Commission expires <u>3-25-23</u>	, 20 <u>.27</u> .
(Printed, typed or stamped commissioned name of Notary Public)	CHRISTINE ELEANOR WILCOX NOTARY PUBLIC STATE OF COLORADO NOTARY 10 2019401 1691 MY COMMISSION EXPIRES MARCH 25 2023

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TAB 5 – Technical Response

SOLUTION OVERVIEW

Convergint proposes to install a gunshot detection solution in two courthouses. The system will:

- Detect and alert on gunshots in all covered areas of the Courthouses (sensor locations on following pages)
- Integrate with the Lenel S2 access control system to automatically lock all doors in response to an active shooter/mass casualty event
- Send automated alerts to all registered users of a gunshot event and location
- Automatically call 911 and inform the operator of a gunshot event and location

Convergint Technologies will provide all hardware, software and professional services required to deliver a fully functioning gunshot detection system for the first year.

EAGL Overview

The EAGL System reacts during an active shooter event (Indoor or Outdoor) by capturing energy levels with acoustic characteristics and performing on-board sensor waveform analysis. The analysis results determine whether or not further captured event signal examination is needed and what other system actions to initiate.



GUNSHOT

EAGL's patented FireFly® and DragonFly[™] sensors capture the energy levels of the gunshot event through waveform analysis. If this first step of validation is positive, then waveform data is sent to the EAGL server for further algorithmic analysis.



ANALYSIS

Detection events validated as threats by the sensors are analyzed further on the EAGL server for a second step of validation. Positive results are classified as a gunshot and the server enters the alarm state and Adaptive Response is initiated.

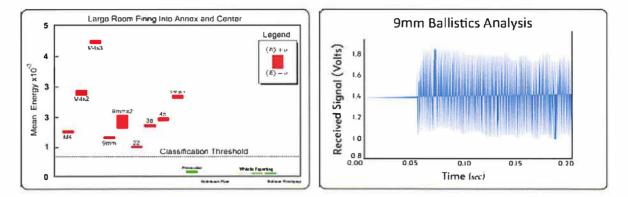


RESPONSE

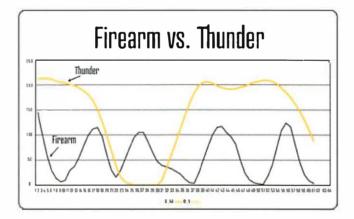
Upon alarm, the EAGL server launches a series of response actions that can include:

- * 911 Dispatch notification
- * Email / Text notifications
- * Phone calls with pre-recorded messages
- * Locking access controlled doors
- + Presenting associated live camera streams
- * Initiating relay actions
- * API software alerts to 3rd-party systems
- * PA system broadcasts

The FireFly® was developed by the Department of Energy in response to the Sandy Hook tragedy. This patented technology uses advanced algorithms to analyze firearm discharge event energy levels and waveforms before wirelessly transmitting this data to the EAGL Server for further analysis and Adaptive Response launch.



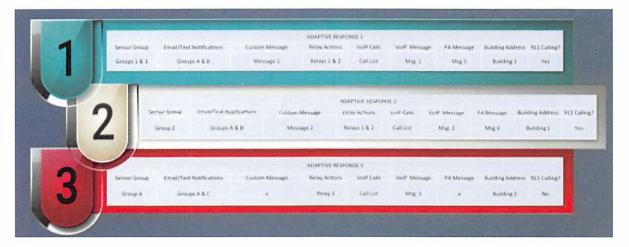
Not only does this approach make the accurate detection of gunfire possible, in turn the system has the capability to determine events that are not gunfire. For example, thunder can be easily identified and filtered out to prevent a false-positive alarm from occurring.



EAGL Technology is the only gunshot detection technology based on algorithmic analysis of the event. Additional technologies onboard the sensor are not necessary, leading to fewer restrictions on use and deployment (such as needed power, mounting restrictions, indoor/outdoor restrictions, etc.).

Adaptive Response

The Adaptive Response architecture ensures that the maximum response benefits of an automated detection system are achieved. Groups of sensors, or even individual sensors, to respond specifically to your security plan requirements.

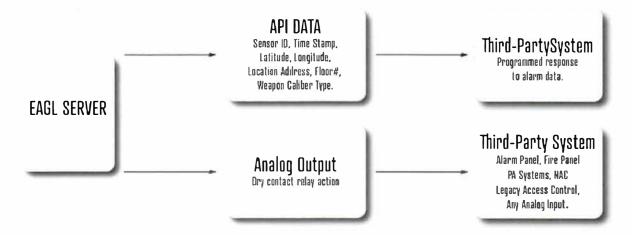


The EAGL solution will be configured to automatically send text, voice call and email alerts to users who are enrolled in the system. If the Laramie County 911 system will accept automated calls, then EAGL will also call 911 to report a gunshot detection event and location.

Convergint to perform Adaptive Response Programming of text, email, dispatch alerts. Proposal includes one (1) Adaptive Response alert response per building.

EAGL INTEGRATIONS

The EAGL Technology Gunshot Detection System was founded on this simple question: "Why is gunshot detection not locking doors to prevent further ingress of the shooter?" Gunshot Detection should be a part of a site's holistic security plan and able to interact with key systems accordingly. Integration is in EAGL's DNA and achieved through an open RESTful API and analog relay inputs/outputs. Take advantage of your existing security applications by integrating a gunshot detection layer into your security plan.



For this project, Convergint will integrate with the S2 access control system by wiring an available output on the Eagl server to an input on an existing S2 access control panel. The system will be configured to lock all doors at the facility in response to a gunshot detection.

System Components

The EAGL system is designed to detect a gunshot (including subsonic) within seconds in the time line of an active shooter situation and execute a scenario that was programed into the system. The EAGL system is comprised of two components: The FireFly® sensor, EAGL Gateway and the EAGL server, which are outlined below.

FireFly Sensor

The FireFly® Indoor Sensor is wireless and designed to work in Indoor environments. Installation basically entails attaching each sensor using only two fasteners. Sensor placement determines detection area coverage – unobstructed spherical range can be as much as 31,415 sqft. The DragonFly sends a heartbeat every day to the EAGL server with the built-in self-test information to notify on potential service issues like low battery and poor signal strength.

There are no addition wireless or electrical power requirements to support the sensors in the field. All cellular costs are included in Convergint's annual licensing fees.



EAGL Gateway

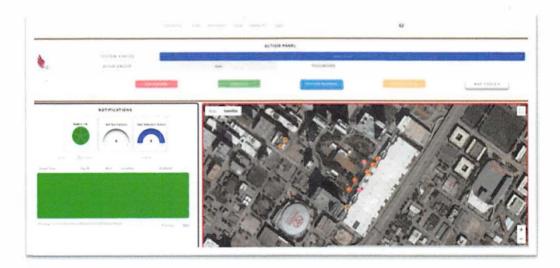
All EAGL sensors communicate wireless to the EAGL Server via a Gateway. Communication to the EAGL Server is by Power over Ethernet connectivity. The Gateway is the only system device requiring wired connection to EAGL server or network allowing easy and cost-effective installation. Gateway variety is dependent upon application. Options currently available include LoRa and LTE radio.



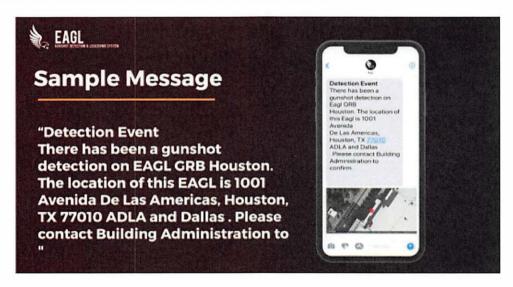
EAGL Server

The EAGL server is the brains of the operation and will be installed on-premise. Its database includes all the sensors that are in the system as well as any integrated doors, cameras and communications protocols. Each sensor is stored in the database with its location coordinates, so the server knows where each device is and the relative distance between the devices. The EAGL server will execute the pre-programmed scenarios and will display on the map where the gunshot was detected, push information out to law enforcement and security staff and execute the remaining commands as programmed.

The alerts that are sent out include the event type, gunshot detection location and instructions. LCSO Real Time Crime Center users (if authorized) who interact with EAGL's web interface would receive an alert in the Action Panel:



Mobile users would receive alerts on their mobile devices:



The EAGL database contains the notification list of contact information for three levels of users:

- User: Can monitor the system and activate lockdown (using password) and acknowledge system notifications
- Admin: Admin is allowed the create users and Admins. He can also enable and disable DragonFly detectors, display much of the system information (for example, detection data history, email and text notification list), edit, add or delete users and people from the notification list.



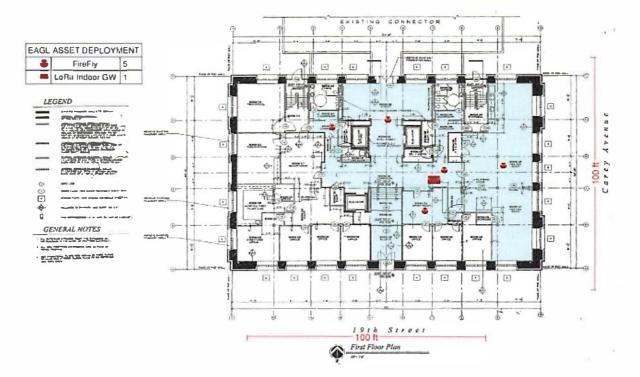
 Integrator: The integrator can do anything on the system. System setup, configuration, add or delete detectors, setup map location, setup detection levels and other functions.

All the systems setup and configuration are done from a single location: the EAGL user interface. The EAGL user interface is a web-based application and can run on any device including mobile device from anywhere that access is allowed.

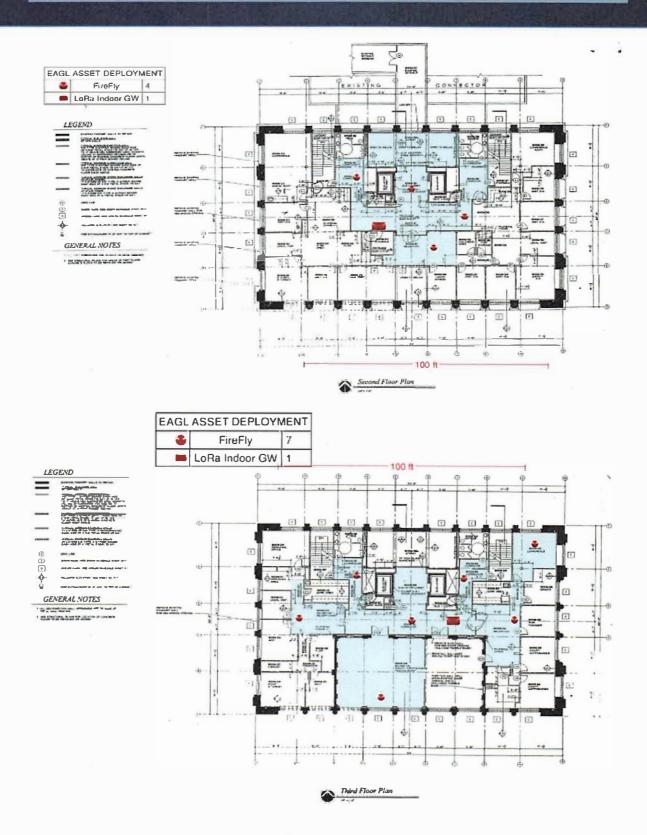
There is no limit to the number of EAGL users that can login to the system simultaneously. Each user device (computer laptop, handheld) MAC address must be registered with the EAGL system to allow access.

Sensor Layout

Convergint's design for this project was determined during the site visit it conducted on May 11, 2022 with Laramie County personnel.

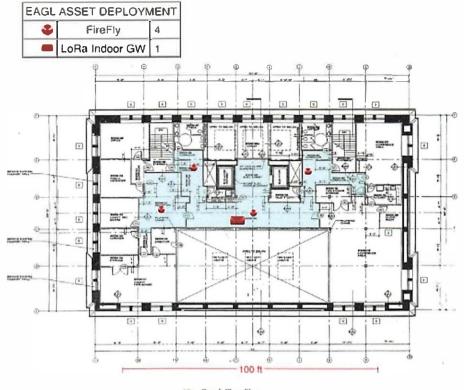


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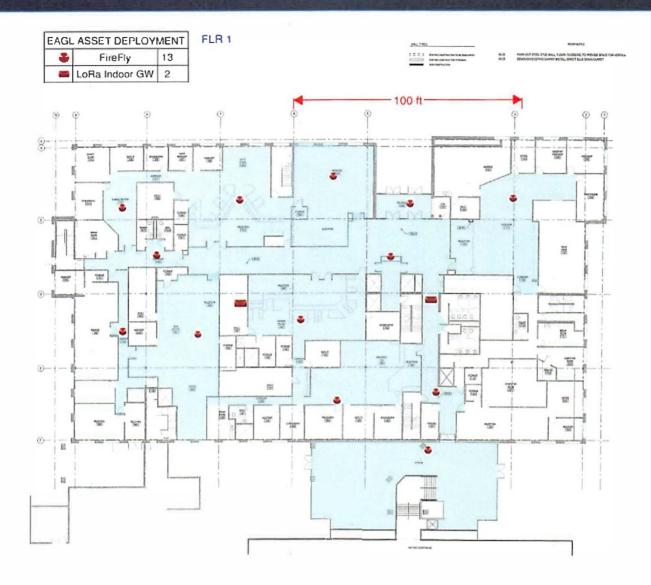


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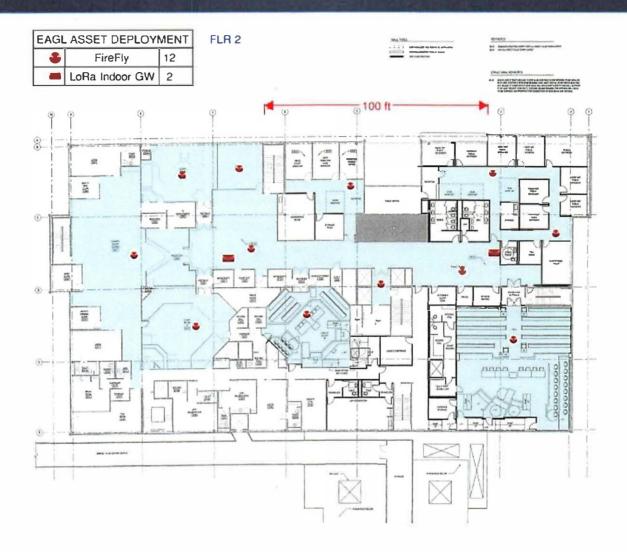




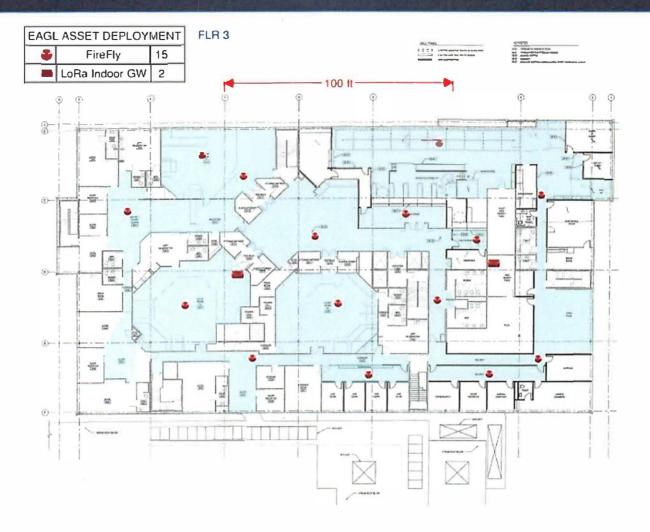
Fourth Floor Plan



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BILL OF MATERIALS

Historic Courthouse – 310 W 19 th St.			
Part #	Description	Quantity	
FLYSB	FireFly LoRa Board – Standard Battery Operated	20	
FLYGW	FireFly Indoor Gateway LoRa	4	
23-4P Unshielded Solid Plenum Cat6 Blue Jacket		500ft	
EAGLALSS	EAGL Annual Licensing & Software Support – Per FireFly	20	

New Courthouse – 309 W 20 th St.			
Part #	Description	Quantity	
FLYSB	FireFly LoRa Board – Standard Battery Operated	40	
FLYGW	FireFly Indoor Gateway LoRa	6	
556609	23-4P Unshielded Solid Plenum Cat6 Blue Jacket	1,500ft	
EAGLALSS	AGLALSS EAGL Annual Licensing & Software Support – Per FireFly		
EAGLB0001	EAGL Server	1	

Additional Integrations

Real Time Crime Center Integration

The RFP did not list a requirement for the GDS to integrate into an RTCC platform.

Convergint would, however, like to engage Laramie County in discussions regarding the possible benefits of such an integration relating to enhanced domain awareness and faster distribution of pre-arrival intelligence. Integration with a situational awareness platform or video management software application would speed Laramie County's response to a gunshot event by presenting live video of the event.

CAD Integration

The EAGL system can also be integrated with the County's Computer Aided Dispatch application so that when a GDS alert is triggered, the alert and GIS information can be passed to CAD and displayed on a map.

Camera Integration

The EAGL system can integrate with Pan/Tilt/Zoom cameras, allowing the GDS system to automatically move a PTZ camera to a preset location to display live images in response to an alert.

These three integrations are not included in this proposal, but Convergint wanted to make Laramie County aware of the capabilities.



INSTALLATION SCOPE OF WORK

This is a proposal for Convergint to furnish, install and program an Eagl Gunshot Detection system at the Historic Courthouse & New Courthouse in Laramie County Wyoming.

- Furnish and install sixty (60) FireFly wireless detection devices according to device layout on floor plan drawings above.
 - Twenty (20) FireFlys in Historic Courthouse
 - Forty (40) FireFlys in New Courthouse
- Furnish and install ten (10) FireFly indoor Gateways to enable wireless communication to the sixty (60) FireFly detection devices. Gateways to be installed according to device layout outlined in floor plan drawings above.
 - Four (4) Gateways in the Historic Courthouse
 - Six (6) Gateways in the New Courthouse
- Furnish and install PoE network cable to connect the proposed gateways to the nearest network switch. Proposal assumes open cable installation.
- Furnish and install one (1) server to host Eagl system. Server to be installed within the Server room of the New Courthouse. Rack space to be provided by owner.
- Furnish and install cable to connect an output relay from the proposed Eagl server to an input on the owner's S2 access control panel. Connection will be required to enable S2 lockdown integration.
 - Owner to provide S2 input port for Convergint to connect to.
 - Convergint to program the S2 system to lockdown in the event of an active shooter detection.
- Convergint to perform configuration and programming of proposed devices.
- Convergint to perform functionality testing of proposed devices.
- Proposal includes end-user training on the Eagl system at the time of system testing & commissioning.
- Convergint to perform Adaptive Response Programming of text, email, dispatch alerts.
 Proposal includes one (1) Adaptive Response sequence alert per building.

SYSTEM ACCEPTANCE AND TESTING PROCEDURES

Installation Agreement

Convergint will work with Laramie County to establish the testing and acceptance criteria which will include following high-level testing steps:

- **Unit Testing** will be performed to verify the functionality of a subset of sensors to ensure an effective interface with the cloud/server.
- System Testing will be performed when the whole system is configured, and initial test and validation confidence checks are successful. The Acceptance Test Procedure will be used to conduct the System Testing.
- User Acceptance Testing (UAT) or System Demonstration will be performed when the whole system is configured to demonstrate the delivered solution has satisfied the User. Concept of Operations (ConOps), as set out in the post-award project planning phase, will be used to conduct the test. Once successfully conducted the system will be considered handed over for operation and ready for user training.

Evaluation Criteria

Convergint will work with Laramie County to identify the requirements of the evaluation criteria. Convergint's Project Manager will ensure the County's requested changes are captured in writing and a change control process will be implemented.

Manuals and System User Guides

Convergint will provide user documentation within 3 days after User Acceptance (Go-Live), to include As-Built documentation, system manuals and user guides in electronic format.

Training Curriculum

Convergint believes that training is critical to the success of any project deployment and that more trained users deliver a greater return on the client's investment. Convergint will provide complete User and Administrator training for as many personnel need to access this system. Training will occur in a lab setting with one workstation or laptop per user.

<u>User Training</u>

The User Training course is intended to teach attendees how to successfully operate the EAGL system. This course provides an overview of the software, access, components, features and operational theory. The Operators are expected to have basic knowledge of computers and usage of internet browsers.

System Administrator Training

The System Administrator Training will provide all the details on the general administration modules of the EAGL system. The objective of the course is to train the System Administrators to install, configure and maintain the system, if desired.

MONTHLY COMMUNICATIONS TEST

Laramie County, as the System Owner, should perform a simple virtual test, once a month, to ensure notification paths are working properly. All notification recipients should be informed of the test prior to testing. This test can be initiated from the EAGL user interface. Convergint will assist with the first Communications Test to ensure Laramie County understands the testing process and deliverables.

QUARTERLY MAINTENANCE

A thorough on-site survey of the system will be performed after 3, 6, 9 and 12 months of operation by Convergint's Technical Support staff. Testing will include the following actions:

- Review system notification recipients with system owner.
- Perform any necessary firmware upgrades covered under the Licensing agreement.
- Sensor Testing: All sensors will be Dazer tested in the "Enabled" mode in order to test all functions of the sensor and the Adaptive Response, including any Enhancement Function Modules (EFMs) present on the system, third-party system integrations, and all notification paths.
- Physical inspection and cleaning of indoor sensors are to be performed annually.

ANNUAL TESTING

Convergint will conduct an annual review with Laramie County of the System's Adaptive Responses after 12 months of operation to ensure the system response architecture is continuing to meet the response needs of the site and to account for any changes that may have occurred in respect to: site and / or facility additions or modifications, integrated system (i.e. video, access control, other) modifications, notification group / recipient changes, communication needs of local law enforcement and local network architecture modifications, etc.

CONVERGINT SUPPORT SERVICES

LOCAL OFFICE SUPPORT

This project will be supported by the regional Convergint support office located in Centennial (Denver area). The local office address is 7330 S Alton Way – 12K, Centennial, CO 80112.

Convergint included 24 hours per year (average of 2 hours per month) to provide remote technical support.

TECHNICAL SUPPORT

Technical support is provided during normal business hours, 8am to 5pm Monday through Friday except Holidays. Customers are able to reach Technical Support either by calling the service line at 303-932-0757 or by emailing <u>Denver.Service@convergint.com</u> and providing information regarding the nature of the service call and the Priority Level required. Customers may also call 877-735-1110 for After Hours support.

Customer may also initiate a Service Work Order 24x7 through Convergint's iCare web portal at http://icare.convergint.com

PROJECT EXECUTION ITEMS

Items Included					
Cable Installation of Low Voltage Wire Installation of Wire Hangars Mounting/Termination of Proposed Devices One-Year Warranty on Parts Owner Training Servers by Convergint System Programming Wire	Freight (prepaid) Installation of Wire and Cable Material (listed in the BOM) One-Year Warranty on Labor Owner to Provide Static IP Addresses Project Management System is Design-Build Testing of all Proposed Devices Workstations by Others				
Items Excluded					
 120 VAC Power and Fused Disconnect Switch Additional Lighting Requirements for Cameras Attend General Contractor Project Meetings Authority having Jurisdiction permit drawing (requires customer CAD) Connection to Building Fire Alarm Panel Door wiring typical connections Electrified Door Locking Hardware Equipment rack layout drawing Fire Stopping (Excludes Existing Penetrations) Floor Coverings for Lifts Horizontal Core Drilling Installation of CCTV Cameras Installation of Control Equipment Enclosures Installation of Network Cabling to Card Readers Installation of Network Cabling to IP Intercoms Installation of Terminal Cabinets Lifts Low Voltage Permits Operations & Maintenance Manuals Panel Wall Elevation drawing (may require customer CAD) Patch and Paint Record Documentation (As-Built) Servers by Others Submittal Drawings 	120 VAC Power Receptacles Applicable Taxes Attend Owner Project Meetings Ceiling Tiles and Ceiling Grid Repairs Correction of Wiring Faults Caused by Others Electrical Installation Permit Engineering and Drawings FA Permit and Plan Review Fees Fire Watch Floor plan with device placement and numbering (requires customer CAD) Installation of Bridle Rings Installation of Conduit, Boxes and Fittings Installation of Control Panels Installation of Intrusion Panels Installation of Network Cabling to IP Cameras Installation of Network Cabling to IP Cameras Installation of Video Recorders (DVR/NVR) Loading Software on Customer Provided Computer On-Site Lockable Storage Facility Owner to Provide DHCP Lease Reservations for Network Connected Devices Panel wiring with point to point connections Payment & Performance Bonds Riser drawing with home run wiring Specialty Backboxes System Engineering				
System Meets Plans/Drawings Termination of Control Equipment Enclosures Workstations by Convergint	Terminal Cabinets Vertical Core Drilling				

MAINTENANCE AND SUPPORT

Maintenance Program

Convergint's iCare Portal (described below) is a vital part of Convergint's ability to support its clients worldwide. Convergint's local support from the Denver office, offers over 150 security Colleagues to support this project as needed. These include Service Specialists, Project Specialists, Installers, and multiple Operations and Installation Supervisors. They have many years' experience in the market and have been working alongside large and small clients since opening the doors in Colorado in 2007.

Standard Warranty

The standard warranty for all EAGL system hardware and sensors comes with a 3-year manufacturer's warranty. EAGL software is warranted for as long as the Annual Licensing is current.

Support Options

Service is critical to everything we do at Convergint, and we have developed specific teams and resources devoted to the mission of being *Our Customers' Best Service Provider*.

Convergint's approach to the overall annual maintenance and support program provides the County efficient, effective, and economical scheduled repairs and satisfactory operation of ALL the designated security equipment and security systems defined within the scope. We can provide all materials, labor and management, as well as a 24/7 call center, to maintain security equipment in good working order, and to quickly repair systems that may periodically go down. Convergint's solutions and services include:

- 1. 24/7/365 Technical Support
- 2. iCare® Customer Portal Priority Queue for Service Requests
- 3. Playbook (Standard Operating Procedures (SOP) Manual)
- 4. System Software Updates (provided through SSA)

Convergint's service team is available <u>24 hours a day, 365 days a year</u>. Convergint's call centers are manned by knowledgeable staff who field requests coming from customer facilities and integrates with the iCare Customer Portal. The Convergint office has a Service Center manned during normal business hours by Service Coordinators for technician dispatching, and we also have an after-hours line.

Customers may initiate a service request in the following four way:

- 1. Phone: (303) 932-0757 (M-F 8am to 5pm)
- 2. Email: <u>Denver.Service@convergint.com</u>
- 3. Via iCare: our web-based portal
- 4. After Hours: (877) 735-1110

Convergint provides building operations services for all security systems covered by a scope of work, to maintain uninterrupted security of the facility. Designated personnel to process service-related calls through various methods are always available. Our iCare customer service portal (see details below) integrates service delivery, scheduling, and performance metrics reporting into one system with real-time access by customers, technicians, and other designated points of contact. Our team of experts administers issues through to resolution using a combination of high-touch and high-tech.



Convergint wanted to offer a Value-Added service to our customers, so we listened to our customers feedback about their needs and developed iCare.

The Convergint iCare portal was developed for customers based upon input from customers. All installation projects, maintenance projects and work orders flow through iCare, and

each includes specific details regarding tasks, man-hours, materials and other costs associated with the work order.

The **iCare** portal promotes transparency, improves customer service, and reduces cost through operational efficiencies. iCare is a fully-integrated tool that connects all aspects of the Convergint enterprise, from Customers, to schedulers, to technicians in the field. Our ability to serve system needs of our customers allows us to improve the operation, quality, and lifecycle of their investments.

With iCare. Convergint can leverage our 24x7x365 customer support experience, including fully staffed. prepared technical experts, to support on-site maintenance needs. Through our experience maintaining and documenting configuration changes using iCare and managing the maintenance of all



materials and their changes, reporting, and approving changes to the customer, the County can have a smooth maintenance and service program with total transparency from Convergint.

In iCare, all project details are available when tracking historical maintenance and repair activities to include the total cost of the repair. Customers can track cost and repairs by total cost, or by facility. Customers can generate electronic service work orders and possess a metric for measurement of Convergint's performance. All work order history includes a date and time stamp of status changes and work order activity. At any time (and in real time) you can review the status



of all open/closed preventive maintenance, repair, modification/installation services, emergency maintenance, and test and inspect visits for existing and new security systems.

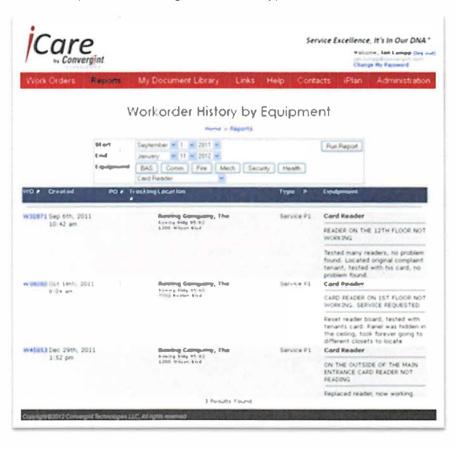


Real time status and metric reporting provides customers with the information needed to meet their business reporting requirements measure and Convergint's performance. Data and information are protected through secured access and

permissions with data transmission protected through 256-bit encrypted SSL certificate.

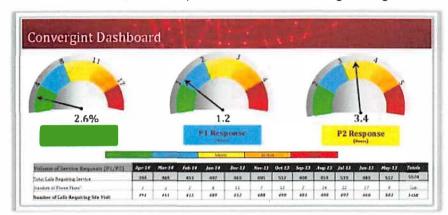
This responsive communication enables customers to the simplify complexity of maintaining and servicing facility systems and budgets. The iCare portal provides visibility into expenditures on related service repairs broken out by equipment and labor.

The Convergint Call Center(s) uses iCare as the tool to capture relevant data elements for service calls, preventive maintenance and inventory activities. Whether a service call is created M-F, 7am-5:30pm,



local time or outside standard business hours, the process is the same. This provides consistency in service delivery and timely updates to all work orders.

In addition to the Emergency and Non-Emergency service call response times, Convergint can collaborate with the County to define metrics and goals that best drive business outcomes. Our metrics are generated by our workers and technicians in the field, automatically gathered and correlated in iCare, and compared to the thresholds/goals agreed to with the County. iCare can



show by evaluating trends in metrics such as First Time Fix (FTF), Priority Call Response Time, and Average Cost per Call, we diagnose issues that feed into our continuous process improvement, all along with helping our customers with their overall business goals.

CLARIFICATIONS and EXCLUSIONS

- 1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
- 2. Excludes any labor agreements, liquidated damages, prevailing wage.
- 3. Low voltage wiring shall be installed via open air code approved methods.
- Proposal assumes open cable installation. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials are specifically excluded unless listed under Inclusions or Bill of Materials.
- 5. All network infrastructure, switches, patch panels, racks by others.
- 6. Permits or associated fees are not included.
- 7. Customer to provide static IP addresses and network connections at required locations.
- 8. Customer to provide a secured staging & storage area for project related materials.
- Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
- 10. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergint Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- 11. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
- 12. Convergint Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents. This quote is based on information provided by EAGL. Equipment quantities and locations will be confirmed during the project kickoff meeting.
- 13. No new network equipment is being provided in the scope of this proposal.
- 14. The Server will be installed in the Client's main server room. It is assumed that there are open and available 110VAC electrical power outlets and network switch ports to support the equipment.
- 15. EAGL Gateways will be installed in the Client's network rooms. It is assumed that there are open and available PoE ports on existing switches to support the equipment.
- 16. Convergint to program Adaptive Response Programming of text, emails and dispatch alerts in the event of an active shooter situation. Proposal include one (1) Adaptive Alert per building. Any additional or custom type of alerting will be addressed in a separate proposal.
- 17. Historic Courthouse proposal contingent on approval of New Courthouse proposal. New Courthouse proposal includes Eagl Server required for system deployment across both courthouses.

Legal Addendum Request #1

- The RFP references a separate contract and General Terms & Conditions that will be entered into with successful bidder, but these were not included in the RFP documents. Convergint will negotiate in good faith with respect any separate contract, terms and conditions.
- Convergint has no objection to indemnifying its customers; however, the language in the RFP could be read to require Convergint to indemnify Laramie County against its own negligence. If Convergint is the successful bidder, we request the opportunity to discuss inclusion of clarifying language in the resulting contract.