



**State of Oklahoma
Office of Management and Enterprise
Services
Central Purchasing**

Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Contract Issuance Date: May 17, 2005
Statewide Contract #: SW 403
Contract Title: Fire Alarm Services and Other Life Safety Equipment
Addendum Date: August 18th, 2016
Addendum #: 18

Addendum to add Convergent Technologies to SW403. Please reference the attached documents for additional details.

Please direct any questions to:

Laura Bybee
Statewide Initiatives Contracting Officer
405-522-1037
laura.bybee@omes.ok.gov

SW403 STATE CONTRACT

GSA reference number – GS-07F-0251W

Re: Pricing Proposal for State Contract SW403

Scope of Work:

Convergent Technologies will provide Design, Installation, Repair, Replacement, Service, Inspection and Testing, Preventative Maintenance, and Consultation as required for the for the following Systems per the attached pricing schedule. Pricing will be furnished based on request for labor, material, services, and/or a complete System.

- Security Systems – Intrusion Detection, Panic Alarm – Software, Devices
- Card Access – Door Control, Gate Control, Cabinet Control – Software, Devices
- CCTV – Cameras, Recording Devices – Software, Devices
- Sound Systems/P.A. – Speakers, Head End – Software, Devices
- Fire Alarm/Life Safety – Peripheral Devices, Panels, Software
- Mass Notification – Speakers, Head End – Software, Devices

Convergent Technologies is an authorized Distributor/Reseller of Multiple Products for the above listed Systems. Please see the attached list for products. Manufacturers not listed can be provided and Convergent will provide a letter of Authorized Distributor for those items.

Pricing:

Pricing for Materials and Labor on a Request for Quotation project will be based on a maximum of 25.1% Margin and shown on all proposals. Price will show a separate line for any applicable Shipping and Handling. Parts and Labor will be under a 1 Year Warranty from date of completion. Pricing for Service Calls is listed below. Materials used on a Service Call will be priced with a 25.1% Margin.

Valid and complete quote must be obtained prior to any performance of services. Any modification to the quotation must receive prior written authorization from the customer prior to new services being performed.

Service Call Labor Rates:

Fire Alarm Tech	(All Systems) – Normal Hours 8:00 a.m. – 5:00 p.m. M-F -	\$95.00/Hour
Fire Alarm Tech	(All Systems) – After Hours and Saturday -	\$142.50/Hour
Fire Alarm Tech	(All Systems) – Sunday and Holidays -	\$190.00/Hour
Mass Notification Tech	(All Systems) – Normal Hours 8:00 a.m. – 5:00 p.m. M-F -	\$95.00/Hour
Mass Notification Tech	(All Systems) – After Hours and Saturday -	\$142.50/Hour
Mass Notification Tech	(All Systems) – Sunday and Holidays -	\$190.00/Hour
Security Tech	(All Systems) – Normal Hours 8:00 a.m. – 5:00 p.m. M-F -	\$95.00/Hour
Security Tech	(All Systems) – After Hours and Saturday -	\$142.50/Hour
Security Tech	(All Systems) – Sunday and Holidays -	\$190.00/Hour
Card Access Tech	(All Systems) – Normal Hours 8:00 a.m. – 5:00 p.m. M-F -	\$95.00/Hour
Card Access Tech	(All Systems) – After Hours and Saturday -	\$142.50/Hour
Card Access Tech	(All Systems) – Sunday and Holidays -	\$190.00/Hour
CCTV Tech	(All Systems) – Normal Hours 8:00 a.m. – 5:00 p.m. M-F -	\$95.00/Hour
CCTV Tech	(All Systems) – After Hours and Saturday -	\$142.50/Hour
CCTV Tech	(All Systems) – Sunday and Holidays -	\$190.00/Hour
Sound/PA Tech	(All Systems) – Normal Hours 8:00 a.m. – 5:00 p.m. M-F -	\$95.00/Hour
Sound/PA Tech	(All Systems) – After Hours and Saturday -	\$142.50/Hour
Sound/PA Tech	(All Systems) – Sunday and Holidays -	\$190.00/Hour

Mileage/Trip Charge:

There will be a \$15.00 Trip Charge for Oklahoma City, Tulsa, Enid, and Lawton Metro areas applied to all Service Work at any time including Saturday, Sunday, and Holidays. Current prevailing per mile charges will be applied to all other cities.

There will be no travel time charged for calls in Oklahoma City, Tulsa, Enid, or Lawton Metro Areas. For all other cities actual travel time will be charged against labor rates.

For after-hours calls and Saturday, Sunday, and Holidays there will be a 3-hour minimum on labor.

Products listing:

Fire Alarm/Life Safety:

Edwards System Technology (EST), Firelite, Bosch, Silent Knight, Honeywell, Cooper Notification, System Sensor and Peripheral Products Manufacturers listed for above Systems (Pulls, A/Vs, Smoke Detectors, etc.)

Access Control/Identity Management/Turnstiles/Gates/Barriers/Doors:

Lenel, S2, Amag, Avigilon, Software House, Identocard, Kaba, Honeywell, HID, Allegion, Quantum Secure, MicroStrategy, Alert Enterprises, Traka Assabloy, DSI, Boon Edam, Smarter Security Systems, Gunnebo, Alvarado, Automatic Systems Solutions, Ameristar, Sloan, RightCrowd

Video Management/Cameras/Monitors/Work Stations:

Gentec, Avigilon, Milestone, OnSSI, March, Verint, 3VR, Salient, Exacq, Lenel, IndigoVision, VideoInsight, HikVision, Axis, Sony, Panasonic, Samsung, American Dynamics, Arecont, Pelco, Barco, Cinemassive, Clinton Electronics Corporation, Orion, ViewZ, Dell, HP, Pivot, BCDVideo, Seneca

Security/Intrusion/ Public Address/Intercom:

Bosch, DMP, Honeywell, ProTech, Optex, Sentrol, Sensormatics, Aiphone, Talk A Phone, Code Blue, Stentofon, Commend

Other Products:

Firetide, Fluidmesh, Siklu, IFS, NVT, Nitek, Ditek, Comnet, Veracity, Proximex, CNL, LexRay, Totus, BRSLabs, Life Safety Power, BriefCam, Future Fiber, CodeBench, Stone Lock Pro

GENERAL PROVISIONS

Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

"Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;

"Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;

"Bidder" means an individual or business entity that submits a bid in response to a solicitation;

"Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and

"Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The Supplier and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.

Contract Modification

The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.

Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

Delivery, Inspection and Acceptance

All deliveries shall be F.O.B. Destination. The Supplier shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination.

"Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

The Supplier shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

Invoicing and Payment

Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

Audit and Records Clause

As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

Non-Appropriation Clause

The terms of the Contract and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

Termination for Cause

The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted

Termination for Convenience

The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

Insurance

The Supplier shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

The Supplier certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

Contract Preference

This contract is non-mandatory for State of Oklahoma agencies

Authorized Users.

This Contract shall be made available to all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful supplier(s). If a supplier wishes to prohibit counties, school districts and municipalities from utilizing this contract, the decision to opt out should be clearly stated in the solicitation response.

Ordering.

Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders, or with the State purchase card, by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed.

Gratuities.

The right of the successful supplier to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful supplier, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of Central Purchasing.

Contract Usage Reporting Requirements

Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, hospitals and Municipalities.

Reports shall be submitted quarterly regardless of quantity. Failure to report sales may be cause for termination of contract.

Usage Reports shall be delivered to Central Purchasing within 45 calendar days upon completion of performance quarter period cited in paragraph "d" of this contract provision. Usage Reports must be delivered to Central Purchasing Strategic Sourcing group at strategic.sourcing@omes.ok.gov.

Contract quarterly reporting periods shall be:

January 1 through March 31

April 1 through June 30

July 1 through September 30

October 1 through December 31

Failure to provide usage reports shall result in cancellation or suspension of contract.

Usage Reports shall be submitted in the Excel form listed as Attachment "A"

Contract Management Fee

As provided by Oklahoma State Statute 74 O.S. §85.33A, the Office of Management and Enterprise Services assesses a Contract Management Fee in the sum of 1 % on all sales transacted by any entity under this contract.

Supplier agrees to annotate the resultant amount on the quarterly "Contract Usage Report" as listed in Section B11.6 and make payment by company check to OMES – Central Purchasing Division within forty-five (45) calendar days from the completion of the quarterly reporting period as listed in Section B11.4. To ensure the payment is credited properly, the supplier must identify the check as a "Contract Management Fee" and include the following information with the payment: LIST SW# and Contract Title, the report amount and the reporting period covered. The Contract Management Fee shall be mailed to:

OMES – Central Accounting and Reporting

5005 N. Lincoln, Suite 200

Oklahoma City, OK 73105

Failure to remit the fee quarterly may result in the cancellation of the contract. The State Contract Management Fee is non-refundable when an item is rejected, returned or declined due to the Supplier's failure to perform or comply with specifications or requirements of the contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below intending it to become effective on the Effective Date and thereby agreeing to its terms.

Note: Signature page follows on next page

CONVERGINT TECHNOLOGIES

Electronic Signature by Joe Gragg, BDM
Signature

Joe Gragg
Name (please print)

Business Development Manager
Title

6101 West Reno Avenue Suite 200 Oklahoma City, Oklahoma 73127
Address

06/15/2016
Date