



23

COMMUNITY
MITIGATION
FUND

2023 Public Safety Grant Application

Bid No. BD-23-1068-1068C-1068L-81256

All completed applications must be sent by January 31st to be considered for funding for the 2023 Grant Round. Please submit this completed form as well as any relevant attachments to MGCCMF@Massgaming.gov.

For more detailed instructions as well as the 2023 Application Guidelines please visit <https://massgaming.com/about/community-mitigation-fund/>

I. Project Summary
Legal Name of Applicant: Longmeadow Police Department
Project Name (Please limit to 5 words): Camera Project Phase II and Speed Sign
Amount Requested: \$192,379.40
Brief Project Description (approx. 50 words): <p>This grant will provide funding for cameras, and SpeedAlert radar message signs w/data management system.</p> <p>The cameras will be installed at the four main intersections along Converse Street; the SpeedAlert signs will be installed in high traffic volume areas and a side street camera detection system at the intersection of Longmeadow Street (Route 5) at Edgewood Ave will be installed to assist with traffic exiting Edgewood Ave.</p> <p>The cameras and signs will assist with deploying law enforcement and public safety resources. The side street detection camera will assist residents exiting from Edgewood Ave onto Longmeadow Street (Route 5).</p>

II. Applicant Contact Information
Please provide below the manager for this grant and any other individuals you would like to be copied on all correspondence.
Grant Manager: Captain Carl Mazzaferro
Email Address: cmazzaferro@longmeadow.org
Telephone Number: 413-567-3311
Address: Longmeadow Police Department, 34 Williams Street, Longmeadow, MA 01106
Contact II: Chief Robert Stocks
Role: Chief of Police
Email Address: rstocks@longmeadow.org
Telephone Number: 413-567-3311
Address: Longmeadow Police Department, 34 Williams Street, Longmeadow, MA 01106
Contact III: Corrin Meise-Munns

Role: Assistant Town Manager / Director Planning & Community Development
Email Address: cmeisemunns@longmeadow.org
Telephone Number: 413-565-4110
Address: Town of Longmeadow, 20 Williams Street, Longmeadow, MA 01106

III. Detailed Project Description & Mitigation

- 1) Please describe in detail the impact that is attributed to the operation of a gaming facility. Please provide documentation or evidence that gives support for the determination that the operation of the gaming facility caused or is causing the impact (i.e. surveys, data, reports).

This project seeks to address two areas that have been deemed as impacts attributed to the operation of the nearby gaming facility, MGM - Increased Traffic Crashes and Property Crime. Since the inception of MGM Springfield, Longmeadow has seen an increase in traffic crashes and property crime which has had an adverse effect on the quality of life for the community.

Converse Street is a residential street in Longmeadow that serves as a main arterial road that leads the east-west traffic from Dwight Road to Longmeadow Street (Route 5). Moreover, Longmeadow Street (Route 5) is the primary ingress and egress to Springfield to those accessing I-91 via Route 5. Recent traffic counts from *the 2021 MGM Look Back Study* revealed the Converse Street at Dickinson Street intersection averaged 12,000 vehicles daily, with the intersection of Longmeadow Street (Route 5) at Forest Glen Road experiencing approximately 20,000 vehicles daily. Longmeadow’s population of approximately 16,000 residents, combined with neighboring communities to the east (East Longmeadow, Hampden, Wilbraham, and Monson) utilizing Converse Street to access Longmeadow Street (Route 5), I-91 and points north. The *2021 MGM Look Back Study* showed since 2015 the intersection of Dwight Road at Converse Street crashes increased by 142%, with a 133% increase in crashes at the intersection of Converse Street at Dickinson Street. Events and peak times for the nearby MGM Casino have added additional traffic to this already busy residential street.

To assist with reducing traffic crashes, this project is seeking to purchase a SpeedAlert radar message signs w/data management system. The speed signs have a dual purpose: The National Highway Traffic Safety Administration listed speed as a contributing cause of traffic crashes, the speed signs will assist the driver with radar feedback and educate them if their vehicle’s speed is above the posted speed limit, thus reducing crashes. The data management system will provide the LPD with real-time traffic data that will be used to properly assign officers for traffic enforcement.

The second impact that has been attributed to the operation of the gaming facility has been the increase in property crime in Longmeadow. In 2017 (prior to the gaming facility), the Longmeadow Police Department investigated 59 vehicles which were broken into (B&E Auto) and 5 stolen motor vehicles. In 2020 (after the gaming facility opened), the Longmeadow

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Police Department investigated 120 B&E Autos (103% increase from 2017), 18 stolen motor vehicles (260% increase from 2017) and 2 Catalytic Converter thefts (data cannot be quantified for 2017 because there were 0 Catalytic Converter thefts in that year). In 2021, the LPD investigated 64 B&E Autos (8% increase from 2017), 11 stolen motor vehicles (120% increase from 2017) and 2 Catalytic Converter thefts. This trend continued in 2022 with the LPD investigating 39 B&E autos, 12 stolen motor vehicles (9% increase from 2021) and 17 Catalytic Converter thefts (750% increase from 2021).

This project seeks to leverage technology to mitigate, if not solve, the impacts from the nearby gaming facility. Access to the cameras will be granted to members of the Longmeadow Police Department, the Longmeadow Fire Department, the regional Dispatch Center and the Public Works Department.

Cameras will provide safer, more efficient response and allocation of resources. Studies of traffic patterns will assist with intersection design, traffic device settings, and event management when there is an influx of vehicles utilizing this intersection.

Additionally, cameras will enhance investigations through accuracy and confirmed fact patterns which will aid in proactive measures to combat crime.

Last, Longmeadow town government....i.e Police Department, Town Manager's Office, and the Department of Public Works have received many calls and complaints since MGM's opening about the increased traffic on Longmeadow Street affecting the traffic light cycle at the intersection of Longmeadow Street (Route 5) at Edgewood Ave.

Edgewood Ave is in close proximity to the intersection of Longmeadow Street at Converse Street; Longmeadow residents exiting Edgewood Ave onto Longmeadow Street have to wait for a prolonged amount of time for the traffic light to cycle and turn green. Traffic congestion and backs-up at the intersection of Longmeadow Street at Forest Glen Road have a domino effect on the intersection south of that location, such as Edgewood Ave.

The installation of a side street camera detection system to the existing traffic light will assist the traffic exiting Edgewood Ave onto Longmeadow Street. The camera would detect when a vehicle traveling on Edgewood Ave has approached and stopped at the traffic light, the camera then would send a signal to the traffic light and begin the traffic light cycling process, providing vehicles exiting Edgewood Ave a more efficient experience.

2) *(If applicable)* Please explain how this impact was not anticipated in the Applicant's Host or Surrounding Community Agreement.

The 2021 MGM Look Back Study found the latest three-year (2018-2020) period study indicates that overall, there was an increase of 36% of crashes compared to the baseline 2015 study. The 2021 MGM Look Back Study identified four intersections that have a significant increase in crashes when compared to 2015:

- Converse Street at Longmeadow Street (200% increase)
- Converse Street at Dwight Road (142% increase)
- Williams Street at Dwight Road (88% increase)
- Converse Street at Dickinson Street (133% increase)

With three of the above intersections within the Converse Street corridor, the main gateway for east-west traffic to Longmeadow Street (Route 5) and I-91, the drastic increase in traffic crashes is alarming and concerning. Through the baseline study conducted in 2015 (“MGM Casino and Town of Longmeadow Initial Study”, CDM Smith), the intersection of Converse Street at Laurel Street was given a rating “D” during weekday and Friday evening traffic (peak hours). This “D Level of Service” is described as more restrictive for motorists and influence of congestion becomes more noticeable. In addition to the CDM Smith study, a Traffic Impact and Access Study conducted for the MGM Casino concluded, “most casino trips will be travelling south toward the Town of Longmeadow via I-91, Longhill Street, Belmont Avenue, and Dickinson Street”. The intersection identified in the 2015 study that was worth noting was the gateway intersection of Converse Street at Dickinson Street. The 2015 study explained the southbound left turn movement of Dickinson Street onto Converse Street operates at a Level of Service D and the southbound right turn operates at Level of C. The 2015 study expressed concern that Dickinson Street may be used as secondary arterial road between Longmeadow and the MGM Casino, thus adding additionally impact to this already congested intersection.

As indicated earlier, the aforementioned intersection experienced the third highest increase in motor vehicle crashes since inception of MGM Springfield. This increase in crashes can be contributed to the 2.5% (2021 Look Back Study) increase in traffic at the gateway to I-91 and the MGM Springfield, the intersection of Longmeadow Street at Forest Glen Road. As predicted in the 2015 study, in an attempt to avoid the “gateway to I-91”, travelers to MGM Springfield will use Dickinson Street as an alternate route, thus increasing traffic crashes.

As stated in the above paragraph, the 2021 Look Back Study found a 2.5% increase in traffic at the intersection of Longmeadow Street at Forest Glen Road since the 2015 study was completed. This 2.5% increase has had a negative impact on intersections like Edgewood Ave at Longmeadow Street.

With respect to property crime, criminal trends are studied as part of the LPD’s annual review. Analyzing data which had been extracted from our Computer Aided Dispatch system revealed increases to the aforementioned property crime types (Breaking and Entering into a Motor Vehicle and Stolen Motor Vehicles). As previously indicated, in 2020, 2021, and 2022 Longmeadow saw a dramatic increase in all three-call types from 2017, the year prior to the gaming facility’s opening. For instance, motor vehicle theft increased by 260% in 2020 from 2017.

3) Please describe what the Applicant is proposing and how the mitigation request will address the impact indicated.

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TRAFFIC APPLICATION: The combination of both Traffic/Intersection cameras and SpeedAlert speed signs w/data management system will help the local authority make decisions that will improve road user safety. Using the cameras and the SpeedAlert signs w/ data management analytically will enable the town to study traffic flow and make any necessary adjustments to traffic signal actuation while monitoring safety. The installation of traffic cameras will provide real-time monitoring of traffic patterns, vehicle and pedestrian traffic as well as roadway conditions. Access to the cameras and the data extracted from the speed signs data management system will be granted to the Longmeadow Police Department, the Longmeadow Fire Department, the regional Dispatch Center and the Public Works Department.

Having the ability to monitor the roadway and traffic will enhance the response and allocation of resources. Along with monitoring the roads for accidents or major closures, footage from traffic cameras is influential in decisions regarding future road development and construction. Identified areas of value:

- Traffic surveillance / Congestion monitoring
- Public works or road construction schemes
- Event traffic management
- Road surveys
- Incident support
- Road-side asset protection
- Health and safety

The placement of a side street camera detection system will assist traffic exiting Edgewood Ave and provide those residents a more efficient experience when exiting their street.

PROPERTY CRIME APPLICATION: Camera systems assist law enforcement with identifying objective evidence when an investigation is warranted. Having the capability to investigate a specific location utilized as the main point of ingress and egress from Longmeadow will identify corroborating evidence during criminal investigations. Confirming fact patterns and the description of suspects and/or vehicles will enable investigators to proactively combat crime. For instance, cameras are an invaluable tool for law enforcement when they are trying to determine the accuracy of other types of evidence. If they have a statement from a witness in the area of the crime that includes a suspect description, investigators can cross-reference the cameras to verify whether someone matching that description was in the vicinity of the crime at the appropriate time.

IV. Scope, Budget, and Timeline	
Applicant: Town of Longmeadow	Vendor Code: V60000191860
Total Amount Requested: \$192,379.40	Estimated Total Project Cost: \$192,379.40

Scope of Work
<p>Please include below a breakdown of the proposed work. The project scope should be sufficiently detailed to allow the review team to understand the steps required for project completion.</p>
<p>The funds sought for this project will be utilized to purchase and install traffic cameras at the intersections of Dwight Road at Converse Street, Dickinson Street at Converse Street, Laurel Street at Converse Street, and Longmeadow Street (Route 5) at Converse Street as well the installation of 1.8 miles of fiber optic cable for connectivity. Cameras selected will be similar to units in use on the south section of town. The project also calls for the installation of fiber optic cable.</p> <p>Timeline: Project begins as soon as funding is sourced and confirmed; up and potentially summer 2023.</p>
<p>The funds sought for this project will be used to purchase SpeedAlert Radar Message Signs; base unit w/mounting brackets. The cost associated with SpeedAlert signs also include solar panel and data management system for each device.</p> <p>Timeline: Project begins as soon as funding is sourced and confirmed; up and potentially summer 2023.</p>
<p>The funds sought for this project will be used to purchase a side street detection camera; installation of 20' pole.</p> <p>Timeline: Project begins as soon as funding is sourced and confirmed; up and potentially summer 2023.</p>

Proposed MGC Grant Budget			
<p>Please use the following table to outline the budget of your project. Include any requests for proposals, quotes, or estimates that would quantify the costs associated with the mitigation as an attachment. In determining the funding request, please round up to the nearest hundred dollars.</p>			
Timeline	Description of Purchase/Work	QTY	Budget
ASAP	1.8 miles of additional fiber optic cable	1	\$88,000

ASAP	SpeedAlert 18 Radar Signs w/Mgmt	6	\$44,394
ASAP	Intersection Pole, 1- 360 multi sensor & 2- Bullet cameras	4	\$45,110.40
ASAP	Side street detection camera/w 20' pole	1	\$14,875
	TOTAL:	12	\$192,379.49

Funding Source	Description of Purchase/Work	QTY	
In Kind Services			
Federal	.		
State			
Local Match			

V. Regional Incentive Award	
Are you applying for a Regional Incentive Award?	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Partner Community Contact-
Name:
Role:
Email Address:
Telephone Number:
Address:

VI. Waiver	
If you are applying for a waiver, please submit the Waiver Form with your application. The form can be found at www.massgaming.com/about/community-mitigation-fund/forms/	
Are you applying for a waiver?	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

VII. Please provide a brief description of each attachment.	
Quote from AccessPlus Communications (3 pages)	
<ul style="list-style-type: none"> ➤ 2.0 Proposal – Describes the work that will be performed and a map showing the proposed route of the new fiber. 	

- 3.0 Details and Assumptions – provides a breakdown of the project.
- 4.0 Pricing – Detailing the overall cost of the project.

Quote from All Traffic Solutions (2 pages)

- 4000741 – (6) SpeedAlert Radar Message Signs (RMS); base unit w/mounting bracket
- 4000647 – (6) App, traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare
- 4000701 – Solar panel, 90W, includes bracket for pole and harness

Quote from Convergint (33 pages)

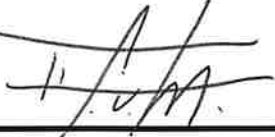
- Converse/Longmeadow intersection pole cameras 1-360 sensor and 2 Bullet camera
- Converse/Laurel intersection pole cameras 1-360 sensor and 2 Bullet camera
- Converse/Dickinson intersection pole cameras 1-360 sensor and 2 Bullet camera
- Converse/Dwight intersection pole cameras 1-360 sensor and 2 Bullet camera

Quote from Pine Ridge Technologies, Inc. (1 Page)

- Installation of 20' pole w/side street camera detection

VIII. Applicant Certification

On behalf of the aforementioned Applicant/municipality/governmental entity I hereby certify that the funds that are requested in this application will be used solely for the purposes articulated in this Application.



1/23/2023

**Signature of Responsible Municipal
Official/Governmental Entity**

Date:

Carl V. Mazzaferro II

(print name)

Captain

Title:



**Proposal For:
Converse Street Fiber Installation**

1.0 Introduction

AccessPlus Communications, Inc. is an installation, maintenance, engineering and professional services company specializing in the planning, design, implementation and operation of communication networks and facilities. AccessPlus employees have decades of combined experience providing these services to the general business community, the healthcare industry, educational institutions, and to telecommunications carriers.

AccessPlus Communications has successfully installed networks for numerous customers that are similar to the proposed requirement.

The following paragraphs outline our proposal for the fiber installation on Converse Street.

2.0 Proposal

The Town of Longmeadow requires that the Town fiber optic network be extended from Rt5 to Laurel Street and from Dwight Street to Dickinson Street. These new routes will terminate in Light Control Boxes at four locations – Rt5/Converse, Laurel/Converse, Dickinson/Converse and Dwight/Converse. At Rt5 and at Dwight Street, the new fiber segments will be connected to the existing town fiber network and spliced back to LHS or to Longmeadow PD.

These new paths total to roughly 1.8 miles. A minimum of 12 strand fiber optic cable will be installed. AccessPlus will supply the fiber optic cable as part of the proposed price.

A map showing the proposed route is shown below:



Rt5 to Laurel Street



Dickinson Street to Dwight Street

3.0 Details and Assumptions

1. AccessPlus terminates fiber in the Light Control Boxes
2. Assumes Forest Glen fiber project has been completed
3. Police details provided by the Town at the town's expense
4. On Rt5 and Converse, we will enter the Light Control Box on the southeast corner. That is where we terminate the fiber for that camera
5. On Laurel and Converse, we will enter the Light Control Box on the southwest corner. That is where we terminate the fiber for that camera
6. On Dickinson and Converse, we will enter the Light Control Box on the northwest corner. That is where we terminate the fiber for that camera
7. On Dwight and Converse, we will enter the Light Control Box on the southeast corner. That is where we terminate the fiber for that camera
8. Includes all splicing back to LHS or PD.

4.0 Pricing

Price for the provision and installation of the proposed system:

- Rt5 to Laurel Street: **\$39,000** one-time fee
- Dickinson to Dwight Street: **\$49,000** one-time fee

5.0 Payment

Payment is due in full 30 days after receipt of invoice. The invoices will be submitted upon link activation.

6.0 Validity

This proposal is valid for 60 days from the date of receipt.

Accepted and Agreed to by:

AccessPlus Communications, Inc.

Longmeadow

Signature: _____

Signature: _____

Name: Douglas Norton

Name: _____

Date: _____

Date: _____



All Traffic Solutions Inc.
 14201 Sullyfield Circle,
 Ste 300
 Chantilly, VA 20151
 Phone: 814-237-9005
 Fax: 814-237-9006
 DUNS #: 001225114
 Tax ID: 25-1887906
 CAGE Code: 34FQ5

QUOTE Q-73470

DATE: 01/06/2023

PAGE NO: 1

Mail Purchase Orders to:

3100 Research Dr.
 State College, PA
 16801

Contract:

Questions contact:
MANUFACTURER:
All Traffic Solutions
 Matthew O'Brien
 (571) 321-5449
 x 265
 mobrien@alltrafficsolutions.com

Independent Sales Rep:

BILL TO:

Longmeadow Police Department
 44 Williams Street
 Longmeadow MA 01106

SHIP TO:

Longmeadow Police Department
 34 Williams St
 Longmeadow MA 01106
 Attn: Carl Mazzaferro

Billing Contact:

PAYMENT TERMS:
 Net 30

CUSTOMER:
 Longmeadow Police
 Department

CONTACT:(413) 567-3311

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000741	SpeedAlert 18 Radar Message Sign (RMS); base unit w/ mounting bracket	6	\$3,688.00	\$22,128.00
4001626	VZW communications prep	6	\$0.00	\$0.00
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, (\$3000 Value, requires Traffic or Message Suite)	6	\$0.00	\$0.00
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	6	\$1,500.00	\$9,000.00
4000701	Solar panel, 90W; includes bracket for pole and harness	6	\$750.00	\$4,500.00
4001299	3 Year Warranty	6	\$0.00	\$0.00
4000793	Violator Strobe, Dual; Hardware for SpeedAlert 18, flash helps draw attention to the driver's speed. Requires color assignment PN.	6	\$400.00	\$2,400.00
4001619	Strobe Color: Blue and White (Requires 4000793 Dual Violator Strobe)	6	\$0.00	\$0.00
4001820	Integrated Solar pole mount battery kit (iA/SA18) 33Ah batt & solar controller	6	\$961.00	\$5,766.00
4000641	Shipping and Handling Common Carrier	1	\$600.00	\$600.00

Special Notes:

SALES AMOUNT:

\$44,394.00

- Customer has 1 Speed Alert 18
- Pole Mounted Speed & Message Board (Speed Alert 18) – Qty 10
- Solar Powered
- Sign Dimensions 20 inches in height 30 inches wide, 29 lbs
- 1 to 2 lines per message
- 1 line displays 4 letters
- 2 Lines display 6 Letters top and bottom of the board
- Send 1 Message to multiple boards at one time
- 6 Screens flashing per message including graphics
- Traffic Cloud Included, 50% off replacement parts, 100% off software upgrades/repairs, training included
- 3 Year Warranty on the Sign
- American Made with 2–4-week delivery time

**TOTAL
USD:**

\$44,394.00

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

Authorization: By Signing below, I indicate that my organization does not require a purchase order and I am authorized to commit my organization to this order.

Signature: _____ Date: _____

Print Name: _____ Title: _____



101 Hammer Mill Rd, Rocky Hill, Connecticut 06067
Phone Mobile 8603026701
Kevin.Rogers@convergint.com

January 20, 2023

Longmeadow School District
Longmeadow Police Department
34 Williams St, Longmeadow, Massachusetts 01106
Attention: Town of Longmeadow – Longmeadow PD

Quotation: KR02525698P
RFP#:
License/Cert MA ITC71

Reference: Converse/Longmeadow intersection pole cameras
1-360 Multi sensor and 2-Bullet camera

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

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

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

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



Scope of Work

This proposal provides for all specified labor and is based upon a scope of work developed by Convergent Technologies and the Standards Set forth by the Town of Longmeadow and follow *ITC71 rules*.

Detail of Work

- Convergent to provide and install 1 360 Multi-Sensor Pole mounted camera
 - Has built in IR for nighttime or low light environments.
- Convergent to provide and install 2 Axis LPR ready Pole mount bullet cameras
- Convergent to mount cameras on a pre-determined existing light pole
 - TBD by the Town of Longmeadow
- Convergent to add 3 Exacqvision camera licenses
 - To be added to Longmeadow PD existing Exacqvision VMS
- Convergent to program both cameras per the Longmeadow PD Specs
- Convergent to test and verify full functionality and recording
- Bucket truck is included in this quotation
- Permit cost is included in this quotation.

Exclusions

- Fiber
- Fiber to CAT6 convertor
- CAT6 cable install – required from Fiber convertor to camera locations
 - Convergent will isolate with the contractor pulling the cable
- 120v receptacle (will be needed for our 360 Multi sensor camera POE injector. Typically goes in the same enclosure that the fiber and fiber to CAT6 convertor will be housed.
- Pole that camera's will be mounted too

Equipment

360 Multi sensor

AXIS P3727-PL

AXIS P3727-PLE Panoramic Camera

4x2 MP multi-directional camera with IR for 360° coverage

- 4x2 MP of 16 lens per camera
- 207° horizontal and 100° vertical coverage
- 4x2 MP per lens and 100° vertical
- Security shell and IP67
- High resolution 4K multi-lens



Bullet Camera x 2

AXIS P1455-LE

AXIS P1455-LE-3 License Plate Verifier Kit

4x2 MP effective IR for license plate

- 4x2 MP effective IR for license plate
- 4x2 MP effective IR for license plate
- 4x2 MP effective IR for license plate
- 4x2 MP effective IR for license plate
- 4x2 MP effective IR for license plate

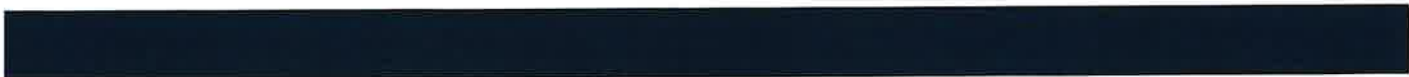


Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1			360 Multi Sensor Camera		
2	1.00	02218-001	<p>AXIS P3727-PLE Panoramic Camera offers 4x2 MP with 360 IR coverage. It lets you easily cover four different areas with a single camera, around the clock and even in challenging lighting. You'll be able to count on both high-quality overviews and details</p>	\$ 1,305.43	\$ 1,305.43
3	1.00	01513-001	<p>AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3717-PLE Network Camera. The mounting adapter is compatible with 1.5-inch NPS thread. The kit enables AXIS P3717-PLE to be mounted on walls, poles, parapets and outer cor</p>	\$ 86.13	\$ 86.13
4	1.00	AXC-01473001	AXIS T91B67 POLE MOUNT 65-165MM	\$ 92.03	\$ 92.03
5	1.00	EXQ-EVIP01	EXACQ PROFESSIONAL IP CAMERA LICENSE	\$ 153.71	\$ 153.71
6			LPR Bullet Camera		
7	2.00	Z4-02235001	P1455-LE-3 L. P. VERIFIER KIT	\$ 1,155.70	\$ 2,311.40
8	2.00	01165-001	<p>AXIS T91B47 Pole Mount for indoor and outdoor installations, for poles with diameter between 50-150mm (2-6). Includes 1 pair of AXIS Stainless Steel Straps 570mm (22.5) with TX30 screw interface for ease-of-installation. AXIS T91B47 is directly compat</p>	\$ 72.57	\$ 145.14
9	2.00	EXQ-EVIP01	EXACQ PROFESSIONAL IP CAMERA LICENSE	\$ 153.71	\$ 307.42
10	1.00	Misc	Misc material for Pole mount camera installation.	\$ 107.14	\$ 107.14
11			POE Hardened Network switch		
12	1.00	TQ-TIPG541	4PRTPOE+/1PRTGIG/1PRTSFP/120W	\$ 309.99	\$ 309.99



Equipment Total	\$	4,818.39
Program Manager	\$	0.00
Professional Services	\$	0.00
Project Management	\$	676.92
Specialist-Programming	\$	276.92
Specialist-Testing	\$	0.00
Installation-Foreman	\$	0.00
Prevailing Wage	\$	4,320.00
Engineering	\$	0.00
Drafting/CAD	\$	0.00
Subcontractors/Other Costs	\$	1,029.69
Tax if applicable	\$	0.00
Freight/Warranty	\$	155.68
Total Project Price	\$	11,277.60





Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Converjnt for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. 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.
11. Converjnt 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.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Converjnt and its suppliers to avoid such delays. Customer agrees to provide Converjnt with reasonable extensions of time to the extent of any such delays and Converjnt agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Converjnt's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Converjnt actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Converjnt's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Converjnt agrees that it shall make commercially reasonable efforts to minimize any such increase.



Total Project Investment:

\$ 11,277.60

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

Sincerely,

Kevin Rogers

Convergent
Kevin Rogers

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

Customer Name (Printed)

Date

Authorized Signature

Title



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

SECTION 1. THE WORK

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

Convergent agrees in accordance with the mutually agreed project schedule:

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

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

Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the facility which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

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

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

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SECTION 3. INVOICE REMITTANCE AND PAYMENT

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

SECTION 4. WARRANTY

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

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

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

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

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

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

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Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

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

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate Commercial
General Liability	\$1,000,000 per occurrence/aggregate
\$2,000,000 general aggregate	
Automobile Liability	\$1,000,000 per occurrence/aggregate Excess/Umbrella
Liability	\$10,000,000 per occurrence/aggregate

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

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

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

It is understood and agreed by the parties hereto that Convergent is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such intrusion product or software provided by but not manufactured by Convergent.

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

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

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

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

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

SECTION 11. MISCELLANEOUS

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

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

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

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



101 Hammer Mill Rd, Rocky Hill, Connecticut 06067
Phone Mobile 8603026701
Kevin.Rogers@convergint.com

January 20, 2023

Longmeadow School District
Longmeadow Police Department
34 Williams St, Longmeadow, Massachusetts 01106
Attention: Town of Longmeadow – Longmeadow PD

Quotation: KR02525721P
RFP#:
License/Cert MA ITC71

Reference: Converse/Laurel intersection pole cameras
1-360 Multi sensor and 2-Bullet cameras

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

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

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

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



Scope of Work

This proposal provides for all specified labor and is based upon a scope of work developed by Convergent Technologies and the Standards Set forth by the Town of Longmeadow and follow *ITC71 rules*.

Detail of Work

- Convergent to provide and install 1 360 Multi-Sensor Pole mounted camera
 - Has built in IR for nighttime or low light environments.
- Convergent to provide and install 2 Axis LPR ready Pole mount bullet cameras
- Convergent to mount cameras on a pre-determined existing light pole
 - TBD by the Town of Longmeadow
- Convergent to add 3 Exacqvision camera licenses
 - To be added to Longmeadow PD existing Exacqvision VMS
- Convergent to program both cameras per the Longmeadow PD Specs
- Convergent to test and verify full functionality and recording
- Bucket truck is included in this quotation
- Permit cost is included in this quotation.

Exclusions

- Fiber
- Fiber to CAT6 convertor
- CAT6 cable install – required from Fiber convertor to camera locations
 - Convergent will isolate with the contractor pulling the cable
- 120v receptacle (will be needed for our 360 Multi sensor camera POE injector. Typically goes in the same enclosure that the fiber and fiber to CAT6 convertor will be housed.
- Pole that camera's will be mounted too

Equipment

360 Multi sensor

AXIS P3727-PLE

AXIS P3727-PLE Panoramic Camera

112 MP multi-lens 360° camera with IR for 24/7 coverage

- 112 MP multi-lens 360° coverage
- 100% IR range for 24/7 coverage
- 4K Ultra HD resolution
- 2x zoom
- 2x digital zoom
- 2x digital pan



Bullet Camera x 2

AXIS P1455-LE-3

AXIS P1455-LE-3 License Plate Verifier Kit

Easy, cost-effective license plate verification

- 100% IR range for 24/7 coverage
- 4K Ultra HD resolution
- 2x zoom
- 2x digital zoom
- 2x digital pan



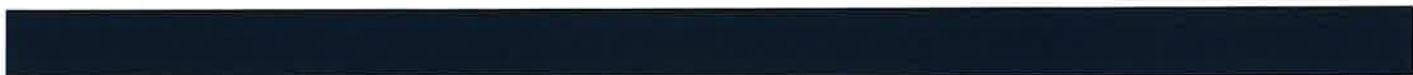


Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1			360 Multi Sensor Camera		
2	1.00	02218-001	<p>AXIS P3727-PLE Panoramic Camera offers 4x2 MP with 360 IR coverage. It lets you easily cover four different areas with a single camera, around the clock and even in challenging lighting. You'll be able to count on both high-quality overviews and details</p>	\$ 1,305.43	\$ 1,305.43
3	1.00	01513-001	<p>AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3717-PLE Network Camera. The mounting adapter is compatible with 1.5-inch NPS thread. The kit enables AXIS P3717-PLE to be mounted on walls, poles, parapets and outer cor</p>	\$ 86.13	\$ 86.13
4	1.00	AXC-01473001	AXIS T91B67 POLE MOUNT 65-165MM	\$ 92.03	\$ 92.03
5	1.00	EXQ-EVIP01	EXACQ PROFESSIONAL IP CAMERA LICENSE	\$ 153.71	\$ 153.71
6			LPR Bullet Camera		
7	2.00	Z4-02235001	P1455-LE-3 L. P. VERIFIER KIT	\$ 1,155.70	\$ 2,311.40
8	2.00	01165-001	<p>AXIS T91B47 Pole Mount for indoor and outdoor installations, for poles with diameter between 50-150mm (2-6). Includes 1 pair of AXIS Stainless Steel Straps 570mm (22.5) with TX30 screw interface for ease-of-installation. AXIS T91B47 is directly compat</p>	\$ 72.57	\$ 145.14
9	2.00	EXQ-EVIP01	EXACQ PROFESSIONAL IP CAMERA LICENSE	\$ 153.71	\$ 307.42
10	1.00	Misc	Misc material for Pole mount camera installation.	\$ 107.14	\$ 107.14
11			POE Hardened Network switch		
12	1.00	TQ-TIPG541	4PRTPOE+/1PRTGIG/1PRTSFP/120W	\$ 309.99	\$ 309.99



Equipment Total	\$	4,818.39
Program Manager	\$	0.00
Professional Services	\$	0.00
Project Management	\$	676.92
Specialist-Programming	\$	276.92
Specialist-Testing	\$	0.00
Installation-Foreman	\$	0.00
Prevailing Wage	\$	4,320.00
Engineering	\$	0.00
Drafting/CAD	\$	0.00
Subcontractors/Other Costs	\$	1,029.69
Tax if applicable	\$	0.00
Freight/Warranty	\$	155.68
Total Project Price	\$	11,277.60





Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. 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.
11. Convergent 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.
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Total Project Investment:

\$ 11,277.60

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

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Convergent
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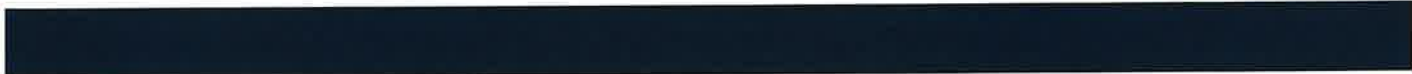
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- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the facility which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

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Liability	\$10,000,000 per occurrence/aggregate

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Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

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

It is understood and agreed by the parties hereto that Convergent is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such intrusion product or software provided by but not manufactured by Convergent.

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

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

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

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Phone Mobile 8603026701
Kevin.Rogers@convergint.com

January 20, 2023

Longmeadow School District
Longmeadow Police Department
34 Williams St, Longmeadow, Massachusetts 01106
Attention: Town of Longmeadow – Longmeadow PD

Quotation: KR02525698P
RFP#:
License/Cert MA ITC71

Reference: Converse/Dickinson intersection pole cameras
1-360 Multi sensor and 2-Bullet camera

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- Fiber to CAT6 convertor
- CAT6 cable install – required from Fiber convertor to camera locations
 - Convergent will isolate with the contractor pulling the cable
- 120v receptacle (will be needed for our 360 Multi sensor camera POE injector. Typically goes in the same enclosure that the fiber and fiber to CAT6 convertor will be housed.
- Pole that camera's will be mounted too

Equipment

360 Multi sensor

Home > Security > Surveillance > Cameras > AXIS P3727-PLE

AXIS P3727-PLE Panoramic Camera

1/2 MP multi-sensor camera with 360° coverage

- 2x 1080p 30 frame/channel
- Wide IR flash array with 100,000 lux (100000 lux)
- Auto Edge Detection and IR Illumination
- Remote pan and tilt
- 4 Gig Ethernet (4x 10/100/1000)



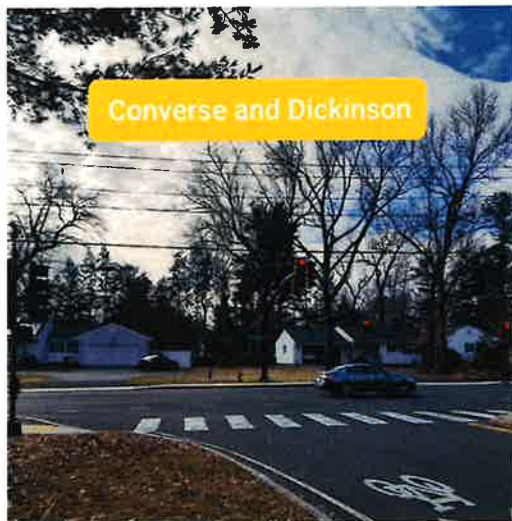
Bullet Camera x 2

Home > Security > Surveillance > Cameras > AXIS P1455-LE-3

AXIS P1455-LE-3 License Plate Verifier Kit

Easy-to-install license plate verifier kit

- Ideal for surveillance
- Read license plates from 120-200 ft
- Resistant to bright weather conditions
- Supports AI license plate recognition
- Integrates with AXIS Camera Station



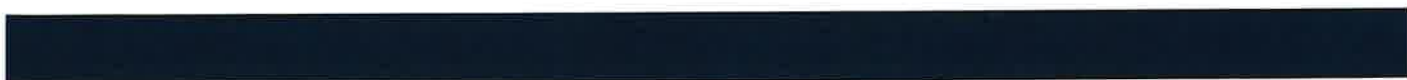
Materials



Line	Qty	Part	Description	Unit Price	Extended Price
1			360 Multi Sensor Camera		
2	1.00	02218-001	AXIS P3727-PLE Panoramic Camera offers 4x2 MP with 360 IR coverage. It lets you easily cover four different areas with a single camera, around the clock and even in challenging lighting. You'll be able to count on both high-quality overviews and details	\$ 1,305.43	\$ 1,305.43
3	1.00	01513-001	AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3717-PLE Network Camera. The mounting adapter is compatible with 1.5-inch NPS thread. The kit enables AXIS P3717-PLE to be mounted on walls, poles, parapets and outer corners	\$ 86.13	\$ 86.13
4	1.00	AXC-01473001	AXIS T91B67 POLE MOUNT 65-165MM	\$ 92.03	\$ 92.03
5	1.00	EXQ-EVIP01	EXACQ PROFESSIONAL IP CAMERA LICENSE	\$ 153.71	\$ 153.71
6			LPR Bullet Camera		
7	2.00	Z4-02235001	P1455-LE-3 L. P. VERIFIER KIT	\$ 1,155.70	\$ 2,311.40
8	2.00	01165-001	AXIS T91B47 Pole Mount for indoor and outdoor installations, for poles with diameter between 50-150mm (2-6). Includes 1 pair of AXIS Stainless Steel Straps 570mm (22.5) with TX30 screw interface for ease-of-installation. AXIS T91B47 is directly compatible	\$ 72.57	\$ 145.14
9	2.00	EXQ-EVIP01	EXACQ PROFESSIONAL IP CAMERA LICENSE	\$ 153.71	\$ 307.42
10	1.00	Misc	Misc material for Pole mount camera installation.	\$ 107.14	\$ 107.14
11			POE Hardened Network switch		
12	1.00	TQ-TIPG541	4PRTPOE+/1PRTGIG/1PRTSFP/120W	\$ 309.99	\$ 309.99

Equipment Total	\$	4,818.39
Program Manager	\$	0.00
Professional Services	\$	0.00
Project Management	\$	676.92
Specialist-Programming	\$	276.92
Specialist-Testing	\$	0.00
Installation-Foreman	\$	0.00
Prevailing Wage	\$	4,320.00
Engineering	\$	0.00
Drafting/CAD	\$	0.00
Subcontractors/Other Costs	\$	1,029.69
Tax if applicable	\$	0.00
Freight/Warranty	\$	155.68
Total Project Price	\$	11,277.60

convergent





Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. 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.
11. Convergent 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.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.



Total Project Investment:

\$ 11,277.60

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

Sincerely,

Kevin Rogers

Convergent
Kevin Rogers

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

Customer Name (Printed)

Date

Authorized Signature

Title



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

SECTION 1. THE WORK

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

Convergent agrees in accordance with the mutually agreed project schedule:

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

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

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

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

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

SECTION 2. PRICING

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

SECTION 3. INVOICE REMITTANCE AND PAYMENT

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

SECTION 4. WARRANTY

Convergent provides the following SOLE AND EXCLUSIVE warranty to the Customer: For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

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

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

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

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

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

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

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence / aggregate Commercial
General Liability	\$1,000,000 per occurrence / aggregate
\$2,000,000 general aggregate	
Automobile Liability	\$1,000,000 per occurrence / aggregate Excess/Umbrella
Liability	\$10,000,000 per occurrence / aggregate

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

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January 20, 2023

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Longmeadow Police Department
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Quotation: KR02525714P
RFP#:
License/Cert MA ITC71

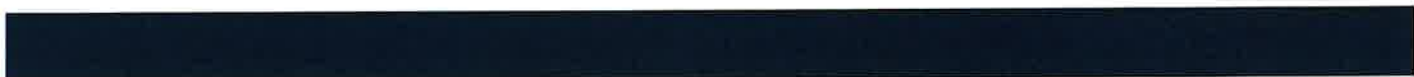
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360 Multi sensor

AXIS P3727-PLE

AXIS P3727-PLE Panoramic Camera

1080P Multi-directional camera with 180° 360° coverage

- 1080P Full HD 30fps pan-tilt-zoom
- 180° horizontal and 90° vertical coverage (20x)
- AXIS Edge (built-in IPSE module)
- Flexible PoE architecture
- Edge storage with 128MB on-board DRAM



Bullet Camera x 2

AXIS P1455-LE-3

AXIS P1455-LE-3 License Plate Verifier Kit

Edge IP camera with license plate verification

- 1080P Full HD 30fps
- 1080P Full HD 30fps
- 1080P Full HD 30fps
- 1080P Full HD 30fps
- 1080P Full HD 30fps





Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1			360 Multi Sensor Camera		
2	1.00	02218-001	<p>AXIS P3727-PLE Panoramic Camera offers 4x2 MP with 360 IR coverage. It lets you easily cover four different areas with a single camera, around the clock and even in challenging lighting. You'll be able to count on both high-quality overviews and details</p>	\$ 1,305.43	\$ 1,305.43
3	1.00	01513-001	<p>AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3717-PLE Network Camera. The mounting adapter is compatible with 1.5-inch NPS thread. The kit enables AXIS P3717-PLE to be mounted on walls, poles, parapets and outer cor</p>	\$ 86.13	\$ 86.13
4	1.00	AXC-01473001	AXIS T91B67 POLE MOUNT 65-165MM	\$ 92.03	\$ 92.03
5	1.00	EXQ-EVIP01	EXACQ PROFESSIONAL IP CAMERA LICENSE	\$ 153.71	\$ 153.71
6			LPR Bullet Camera		
7	2.00	Z4-02235001	P1455-LE-3 L. P. VERIFIER KIT	\$ 1,155.70	\$ 2,311.40
8	2.00	01165-001	<p>AXIS T91B47 Pole Mount for indoor and outdoor installations, for poles with diameter between 50-150mm (2-6). Includes 1 pair of AXIS Stainless Steel Straps 570mm (22.5) with TX30 screw interface for ease-of-installation. AXIS T91B47 is directly compat</p>	\$ 72.57	\$ 145.14
9	2.00	EXQ-EVIP01	EXACQ PROFESSIONAL IP CAMERA LICENSE	\$ 153.71	\$ 307.42
10	1.00	Misc	Misc material for Pole mount camera installation.	\$ 107.14	\$ 107.14
11			POE Hardened Network switch		
12	1.00	TQ-TIPG541	4PRTPOE+/1PRTGIG/1PRTSFP/120W	\$ 309.99	\$ 309.99



Equipment Total	\$	4,818.39
Program Manager	\$	0.00
Professional Services	\$	0.00
Project Management	\$	676.92
Specialist-Programming	\$	276.92
Specialist-Testing	\$	0.00
Installation-Foreman	\$	0.00
Prevailing Wage	\$	4,320.00
Engineering	\$	0.00
Drafting/CAD	\$	0.00
Subcontractors/Other Costs	\$	1,029.69
Tax if applicable	\$	0.00
Freight/Warranty	\$	155.68
Total Project Price	\$	11,277.60





Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. 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.
11. Convergent 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.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.



Total Project Investment:

\$ 11,277.60

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

Sincerely,

Kevin Rogers

Convergent
Kevin Rogers

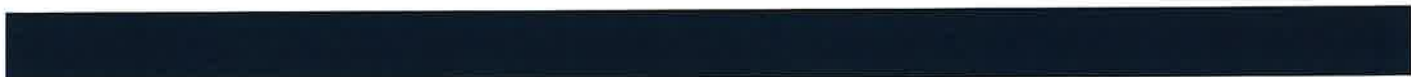
By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Customer Name (Printed)

Date

Authorized Signature

Title



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

SECTION 1. THE WORK

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

Convergent agrees in accordance with the mutually agreed project schedule:

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

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

Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the facility which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

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

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

SECTION 2. PRICING

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

SECTION 3. INVOICE REMITTANCE AND PAYMENT

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

SECTION 4. WARRANTY

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

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

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

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

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

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

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

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

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate Commercial
General Liability	\$1,000,000 per occurrence/aggregate
\$2,000,000 general aggregate	
Automobile Liability	\$1,000,000 per occurrence/aggregate Excess/Umbrella
Liability	\$10,000,000 per occurrence/aggregate

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

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

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

It is understood and agreed by the parties hereto that Convergent is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such intrusion product or software provided by but not manufactured by Convergent.

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

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

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

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

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

SECTION 11. MISCELLANEOUS

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

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

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

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

Pine Ridge Technologies, Inc.

Quote



Date: 1/19/2023
 Payment Terms: Net 30
 Quote Valid Until: 30 days

Customer:

Longmeadow

Quote/Project Description:

Longmeadow St and Edgewood

Bid Item #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Longmeadow St and Edgewood	1	LS	\$ 14,875.00	\$ 14,875.00
TOTAL					\$ 14,875.00

GENERAL PROJECT SCOPE OF WORK:

- INSTALLATION OF 20' POLE WITH SIDE ST CAMERA DETECTION
- REMOVE AND RESET TRAFFIC SIGNALS ONTO NEW 20' POLE

SPECIAL NOTES/EXCLUSIONS:

- | | |
|---|--|
| 1 | Quote does not include any new cabling, re-splicing, or splitting of existing phasing |
| 2 | Quote does not include: delays/denials, snow removal, scaffolding, temporary facilities/installations/fees, permit/utility fees, final grades/layouts/stations/elevations, clearing/grubbing, engineering design, landscape protection/dunnage, on-site surveying, as-built drawings, pavement markings, signage, soil borings, performance/payment bond, traffic control, flagging, or police/fire details. |
| 3 | Quote based on normal daytime working hours, 7am-3:30pm, Monday-Friday. |
| 4 | Any extra work will be at Town of Longmeadow Contract Pricing |

Please confirm your acceptance of this quote by signing this document

PRT signature

April Lefournier

Signature

Print Name/Title

Date