

NOTIFICATION OF COOPERATING SCHOOL DISTRICTS OF GREATER KANSAS CITY IT CONTRACT

July 1, 2018

CONTRACT TITLE: Cooperating School Districts of Greater Kansas City IT Contract # C062518

CURRENT CONTRACT PERIOD: JULY 1, 2018 THROUGH JUNE 30, 2024

BUYER INFORMATION:

Name	DR. GAYDEN CARRUTH
Phone	816-753-7275
Email address	gcarruth@csdgkc.org

RENEWAL INFORMATION	Original Contract Period	Annually Renewable
	7/1/2018 through 6/30/2024	After 2024

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC SECTOR USE ONLY**.
PURCHASES FOR PERSONAL USE ARE PROHIBITED.

THE USE OF THIS CONTRACT IS FOR SCHOOL DISTRICTS, UNIVERSITIES & ALL PUBLIC SECTOR.

CONVERGEONE AND COOPERATING SCHOOL DISTRICTS OF GREATER KANSAS CITY WILL HAVE A YEARLY REVIEW OF THE PRODUCTS AND SERVICES. PRODUCTS AND/OR SERVICES CAN WE ADDED or REMOVED IF BOTH PARTIES AGREE.

Instructions for use of this contract, specifications, requirements, and pricing are attached.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	COOP PROCUREMENT
CO62518	CONVERGEONE	<p>ALEXANDER OPEN SYSTEMS, INC. Overland Park 12980 Foster St, Suite 300 Overland Park, KS 66213</p> <p>Columbia 2415 Carter Lane Providence Point, Suite 1 Columbia, MO 65201</p> <p>Springfield 636 West Republic Road, Unit F100 Springfield, MO 65807</p> <p>St. Louis 1855 Bowles Ave, Suite 105 Fenton, MO 63026</p>	YES

		Toll Free: 800-473-1110 Fax: 636-686-1010	
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ALEXANDER OPEN SYSTEMS CONTACT INFORMATION FOR CONTRACT CO62512

Name	Title	Phone	Email
Jon Groves	Regional Vice President	913-307-2300	Jgroves@convergeone.com
Matt Cussigh	Director	913-307-2300	MCussigh@convergeone.com
Lucas Smith	Sales Manager of SLED	913-369-4145	Ljsmith@convergeone.com

1. Mandatory Use of Contract:

It is optional to utilize this contract. To utilize this contract, the Letter of Notification needs to be signed by Customer.

2. General Information:

- 2.1 CONVERGEONE shall provide products and services, including pre-sales support, installation, engineering, helpdesk/telephone/electronic support, maintenance, and professional services for any educational entity of the Cooperating School Districts of Greater Kansas City (CSDGKC), or other public entity or educational organization, in accordance with the terms and conditions defined herein. "Customer" as used herein, refers to Cooperating School Districts of Greater Kansas City or any entity purchasing under this procurement contract.
- 2.2 The acquisition of professional services is intended to support the design, acquisition and implementation of the Customer's technology applications and in concert with the provision of products acquired under the contract.
- 2.3 Any service work that might require prevailing wage determinations from the Missouri Department of Labor Standards shall not be performed under this contract.
- 2.4 The Customer reserves the right to lease/purchase equipment under the contract.
- 2.5 CONVERGEONE shall provide new and unused equipment and accessories (equipment/accessories only certified as new shall not be acceptable) made of first class materials. Used, remanufactured, or refurbished equipment shall not be acceptable.
- 2.6 CONVERGEONE must provide all promotional and trade-in pricing to the Customer if applicable.

- 2.7 The shipping company or Manufacturer shall be responsible for replacing any item received in damaged condition at no cost to the Customer. This includes all shipping costs for returning non-functional items to CONVERGEONE for replacement. This must be done within a reasonable time, seven to fourteen days, from receiving the product.
- 2.8 When the Customer places an order for products, installation, training, and maintenance with CONVERGEONE they shall pay the price that is indicated in the contract.
- 2.9 The Customer may make advance deposits/payment for hardware maintenance and software maintenance (upgrades/new releases/technical support-type agreements) only.

3. Single Point of Contact:

- 3.1 CONVERGEONE must function as the single point of contact for the Customer, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all hardware, software and services provided.

4. Pre-Sales Support:

- 4.1 CONVERGEONE' account management team shall provide pre-sales design to the Customer to allow the Customer to process an order, including, but not limited to, current and new product information, and product pricing. Once CONVERGEONE has provided enough pre-sales design and engineering support for the Customer to place an order, CONVERGEONE may charge for any additional on-site design and engineering support, if approved by the Customer. The contract must provide pre-sales design and engineering support on-site, by telephone, and by email.
- 4.2 Telephone and email pre-sales design and engineering support: CONVERGEONE will provide all telephone and email responses to pre-sales design and support requests within a reasonable amount of time after requested by the Customer.
- 4.3 On-site pre-sales design and engineering support: It shall be at the Customer's sole discretion to determine whether on-site pre-sales design and support is necessary. If the Customer determines on-site pre-sales design and engineering support is necessary, CONVERGEONE must notify the Customer before any billable on-site presales support is performed. CONVERGEONE must utilize the firm, fixed professional service rates identified herein for all billable pre-sales support provided.

5. Installation:

- 5.1 CONVERGEONE may provide installation services for new systems upon request by the Customer. If the equipment is user-installable, CONVERGEONE may provide installation assistance (e.g. telephone support), if requested.

6. Training:

- 6.1 CONVERGEONE does not provide formal training.

7. Warranty:

7.1 CONVERGEONE must provide the available warranties from Manufacturers. Warranties shall commence upon delivery and acceptance at the Customer facility.

8. Delivery:

8.1 Customer is responsible for shipping unless the Regional CONVERGEONE President authorizes FOB included for a project, a purchase or a specific Customer.

8.2 Expedited Shipping: Expedited freight charges are a result of the Customer requesting expedited shipping (e.g. overnight, 2nd day service, etc.). Any such requests shall be in writing from the Customer and will be billed to the Customer.

8.3 Delivery Timeframes: CONVERGEONE must deliver all products within thirty (30) calendar days after the contractor's receipt of a properly authorized purchase order unless the timeframe specified on the vendor website or as quoted to the Customer by the account management team at the time of order indicates otherwise.

8.4 CONVERGEONE must notify the Educational Entity of a later delivery date should the actual delivery days exceed that which was previously specified. The Customer must authorize the late delivery, cancel the order, or modify the order to reflect an acceptable product substitution. Any such authorizations shall be in writing.

a. Damaged Product: The shipping company, Manufacturer or Distributor shall be responsible for replacing any item received in damaged condition at no cost to the Customer. This includes all shipping costs for returning non-functional items to CONVERGEONE for replacement.

9. Account Management:

9.1 CONVERGEONE must provide current product and pricing information to Customer through an account management team. CONVERGEONE shall assign an account management team to the Customer to ensure adequate oversight and ample support in assisting the Customer's needs.

9.2 Account Management Team: The account management team must consist of knowledgeable sales specialists who are reasonably available in all locations of the Customer where the Customer maintains a presence.

9.3 Product/Pricing Assistance: The account management team must be able to assist Customer in obtaining product information, availability, pricing, and answering general questions about product compatibility, usability, etc.

9.4 Team Accessibility: The account management team must be accessible by both telephone and email between the hours of 8 a.m. and 5 p.m. Central Time, Monday through Friday, excluding holidays.

10. Pricing:

10.1 Product and Maintenance Pricing: CONVERGEONE shall invoice the Customer for all products provided under the contract based upon a firm, fixed discount off of the contract. Each quotation must include, at a minimum, the following information:

- Date the quote is generated;

- Appropriate Customer information (i.e. Customer number/identifier, address, etc.);
- Product description;
- Requested product quantity;
- Product unit price; and
- Quotation total price.

10.2 Professional Services Pricing: CONVERGEONE shall invoice the Customer for all services provided under the contract in accordance with the pricing in the contract.

10.3 Spot pricing is allowed under this contract. Spot pricing must meet or exceed discounts listed in this contract.

11. Order Processing:

11.1 Order Information: Except as otherwise noted in herein, the Customer shall generate a purchase order based on product quotes obtained from the account management team or through product/pricing information obtained via the contractor's website. The Customer shall specify, at a minimum, the following information:

- Contract number;
- Order number;
- Customer number/identifier (if applicable);
- Customer contact (Educational Entity's name, contact person [two (2) individuals if possible] and phone numbers);
- Contract line item number;
- Quantity;
- Unit price; and
- Any pertinent information relating to the product(s) and/or services requested (including brand/model, options, and any required services).

11.2 Submittal of Order: CONVERGEONE must accept orders in via mail, e-mail or fax.

11.3 Acknowledgement of Receipt of Order: CONVERGEONE must provide written acknowledgement (email or fax) to the Customer within twenty-four (24) hours of the receipt of authorized purchase order.

11.4 Order Substitutions: CONVERGEONE shall not substitute any item(s)/component(s) ordered by a Customer until the contractor: 1) notifies the Educational Entity in writing (email is acceptable if the designated contact has an email address, and 2) receives written approval from the Customer to proceed with the substitution.

11.5 Substitution Authorization: The Customer reserves the right to accept any proposed substitution offered by CONVERGEONE on the order; however, the Customer shall be final authority as to the acceptability of substitutions and reserves the right to accept or reject any substitution.

11.6 Substitution Approval Form: CONVERGEONE must provide a form for CUSTOMER's to use to indicate their approval of a product substitution prior to the contractor's shipment of the substituted goods. This approval may be executed via email, fax, or hardcopy mail/delivery.

12. Product and Maintenance Invoicing and Payment:

12.1 Generation of Invoice: CONVERGEONE shall generate an invoice to the ordering Educational Entity which shall be itemized in accordance with the items listed on the purchase order. Terms are Net 30.

13. Lease/Financing Program Requirements:

13.1 The Customer reserves the right to enter into lease/purchase financing agreement(s) as a result of the subsequent contract(s). In the event a using Educational Entity requests financing of their purchase under the contract a mutually agreeable lease schedule shall be entered into between the Customer and the lessor. The Customer shall initiate a contract amendment for every lease exercised under the contract that shall include the specific terms and rates of the lease. CONVERGEONE at a minimum must have the ability to work with Cisco Capital and its financing partners to the benefit of the Customer. The Customer acknowledges that a contract assignment may be necessary as part of any lease exercised under the subsequent contract.

13.2 Should you have any questions about Leasing, please contact CONVERGEONE.

13.3 A purchase order must be submitted to CONVERGEONE by the leasing company and should identify in detail, the items being purchased and leased by the Customer.

REQUIRED PRICING

Hardware and Software —discount percentage off Manufacturer's List Price. Shipping and handling are to be included in the pricing.

<u>Product</u>	<u>Discount %</u>
Cisco Hardware	41.5% Discount
Cisco Maintenance	30% for Education/ 20% for Government
Dell EMC Hardware	2% above Standard Gold Partner transfer price
Dell EMC Software	2% above Standard Gold Partner transfer price
Microsoft Products	5% above cost
VMWare	2% above Standard Partner transfer price
Dell Hardware	2% above Standard Gold Partner transfer price
HPE Hardware	NASPO Kansas/Missouri ValuePoint Pricing
Meraki Hardware	41.5% Discount
Nimble Storage	NASPO Kansas/Missouri ValuePoint Pricing
Veeam Products	18% Discount, Platinum Partner

Unitrends	Recovery Series 7xx-9xx 13%, Recovery Series 6xx: 13%, Unitrends Backup & Boomerang: 13%, 0365 Backup: 8% Cloud: 3%, Other: 8%.
Nintex	8% Discount, Nintex Premier Partner
Axis	18% Discount, Gold Partner
Salient	30% Discount, Certified Salient Reseller
Cohesity	23% Discount, Authorized Cohesity Reseller
Polycom	2% above Standard Platinum Partner transfer price
Vertiv/Liebert	2% above Standard Gold Partner transfer price
APC	2% above Standard Partner transfer price
Rubrik	63% Discount on Product, 55% Discount on Maintenance
Nutanix	8% above Standard Partner transfer price
Singlewire	15% Discount
Avaya	2% above Standard Diamond Partner transfer price
Cradlepoint	2% above Standard Partner transfer price
F5	8% Discount, Gold Level Partner
Citrix	2% above Standard Platinum Partner transfer price
A10	20% Discount, Bronze Partner
Palo Alto	8% Discount on Hardware and Subscriptions, 3% Discount for support, Gold Partner
Checkpoint	Hardware 19%, Service & Support 2%
Trend Micro	2% above Standard Partner transfer price
Audiocodes	25% Discount

Hourly Service Rate — hourly dollar amount of the service listed.

<u>Service</u>	<u>Dollar Amount</u>
Project Management	\$140.00

System's Engineer	\$145.00
Senior System's Engineer	\$175.00
Programmer	\$225.00
System's Consultant	\$225.00
Security Consultant	\$225.00

Center/Cloud Solutions Products and Services:

Product/Service Dollar Amount

Datacenter/Cloud and Managed Services \$2,500 Minimum per Month

ConvergeOne provides custom Managed Services, Data Center, public and private Cloud designs. ConvergeOne partners with Amazon Web Services and Microsoft Azure to provide public and hybrid cloud offerings. ConvergeOne also provides Private Cloud offerings based on a variety of solutions to best meet the customer's needs. All of these offerings can be managed by the customer or managed by ConvergeOne. Initial design and scoping services are provided no cost to the customer.

Security Services

Product/Service Dollar Amount

Security Consultant \$225 / Hour

ConvergeOne offers penetration testing and vulnerability assessments, security architecture review, regulatory compliance audits, policy and procedures and mapping with industry standard best practices. Initial design and scoping services are provided at no cost.

Security consultant services are provided at \$225 per hour.

ConvergeOne

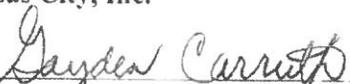
By: 
(Authorized Signature)

Lucas Smith
Printed Name

Title: VP of Sales

Date: 8/17/18

Cooperating School Districts of Greater Kansas City, Inc.

By: 
(Authorized Signature)

Gayden Carruth
Printed Name

Title: Executive Director

Date: 8/17/18

Letter of Notification to Utilize Cooperating School Districts of Greater Kansas City IT Contract

Re: Cooperating School Districts of Greater Kansas City Contract

Date: July 1, 2018

This letter serves as notification that we the Customer intend to utilize the Cooperating School Districts of Greater Kansas City IT contract. We recognize that this was a publicly bid and awarded contract. There is a Cooperative Purchasing Agreement allowing all School Districts, Universities, Colleges and other Public Sector entities to take advantage of this contract pricing.

This letter is intended to notify:

- Manufacturer's on the Cooperating School Districts of Greater Kansas City IT Contract to work with CONVERGEONE on the Customer's behalf.
- CONVERGEONE to set aside the Administrative fee for the Cooperating School Districts of Greater Kansas City Consortium.
- Cooperating School Districts of Greater Kansas City of the Customer's expectation to utilize the Public purchasing contract.

In order to receive the pricing on the contract, the Customer, when purchasing off the Cooperating School Districts of Greater Kansas City IT Contract, will put the Cooperating School Districts of Greater Kansas City contract number C062518 on our Purchase Order. If the contract number (C062518) does not appear on the purchase order, CONVERGEONE will assume the responsibility to add the contract number (C062518) when processing the order for items purchased using this contract.

Respectfully,

_____ Customer's Name
_____ Customer Representative's Printed Name
_____ Customer's Signature
_____ Date