



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 1

List View

- General Information**
- Contact
- Default Values
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- Document Information
- Clarification Request

Procurement Folder: 1278857

Procurement Type: Central Master Agreement

Vendor ID: 000000184564

Legal Name: CONVERGEONE INC

Alias/DBA:

Total Bid: \$31,229.20

Response Date: 09/18/2023

Response Time: 10:48

Responded By User ID: jiacombe

First Name: Jeffrey

Last Name: LaCombe

Email: jiacombe@convergeone.com

Phone: 952-428-9297

SO Doc Code: CRFQ

SO Dept: 1300

SO Doc ID: STO2400000002

Published Date: 9/15/23

Close Date: 9/21/23

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No 1-Voice Communications Equipment-Teams Platform

Total of Header Attachments: 1

Total of All Attachments: 1



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder: 1278857
Solicitation Description: Addendum No 1-Voice Communications Equipment-Teams Platform
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-09-21 13:30	SR 1300 ESR09112300000001304	1

VENDOR
 000000184564
 CONVERGEONE INC

Solicitation Number: CRFQ 1300 STO2400000002
Total Bid: 31229.20000000000072759576141 **Response Date:** 2023-09-18 **Response Time:** 10:48:11
Comments: Please see the attached ConvergeOne Response Document for additional bid details.

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Yealink MP56 or equal Desk Phone	65.00000	EA	238.820000	15523.30

Comm Code	Manufacturer	Specification	Model #
43000000			

Commodity Line Comments: ConvergeOne is bidding the Yealink MP56 desk phones as requested by the State. Please see the attached ConvergeOne Response Document for additional information including all required signed forms. Delivery Days listed above are 15 working days.

Extended Description:

Yealink MP56, or equal, Desk Phone - per Specifications - 3.1.1

The quantities listed are estimated only and intended for evaluation purposes only. Vendors must enter a unit price for each item.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Yealink WH66 or equal Dual Headset	45.00000	EA	247.060000	11117.70

Comm Code	Manufacturer	Specification	Model #
43000000			

Commodity Line Comments: ConvergeOne is bidding the Yealink WH66 dual headsets as requested by the State. Please see the attached ConvergeOne Response Document for additional information including all required signed forms. Delivery Days listed above are 15 working days.

Extended Description:

Yealink WH66, or equal, Dual Headset Device - per Specifications - per Specifications - 3.1.2

The quantities listed are estimated only and intended for evaluation purposes only. Vendors must enter a unit price for each item.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Yealink WH67 or equal Headset	20.00000	EA	229.410000	4588.20

Comm Code	Manufacturer	Specification	Model #
43000000			

Commodity Line Comments: ConvergeOne is bidding the Yealink WH67 headsets as requested by the State. Please see the attached ConvergeOne Response Document for additional information including all required signed forms. Delivery Days listed above are 15 working days.

Extended Description:

Yealink WH67, or equal, Headset Device - per Specifications - per Specifications - 3.1.3

The quantities listed are estimated only and intended for evaluation purposes only. Vendors must enter a unit price for each item.



A CONVERGEONE SOLUTION FOR

STATE OF WEST VIRGINIA

**CRFQ-1300 -STO2400000002-1 | VOICE COMMUNICATIONS
EQUIPMENT FOR TEAMS VOICE PLATFORM**

Presented By:

Jeff LaCombe

National Account Manager

952.428.9297

jlacombe@convergeone.com

September 19, 2023



ConvergeOne Corporate Headquarters
10900 Nesbitt Avenue South
Bloomington, MN 55437

Tel 1-888-321-6227
Fax 651-994-6801

September 19, 2023

Toby Welch, Senior Buyer
Department of Administration, Purchasing Division
2019 Washington Street, East
Charleston, WV 25305-0130

Dear Toby,

Thank you for the opportunity to participate in the State of West Virginia's CRFQ 1300 STO2400000002 Voice Communications Equipment for Teams Voice Platform request for quote (RFQ). We understand that the State is ready to invest in the future and the systems that will support continued growth of the State and enable new ways of conducting business for their citizens and staff. Technology is moving rapidly – whether it's new devices in the Enterprise or leveraging advanced applications – all of which raise the expectations of citizens and employees alike.

ConvergeOne has the expertise, experience, and discernment to partner with and guide your plan into the future. Because of the fast pace of technology, ConvergeOne believes in a team concept that wraps you with accessible resources and collaborative subject matter experts. We align these resources to your goals to help you stay abreast of what is new and what is right for your organization moving forward.

ConvergeOne is the leading independent integrator of best-in-class communications, collaboration, and customer interaction solutions – offering a visionary approach to reducing costs while simultaneously improving capabilities and reliability. We achieve success by working closely with leading technology innovators to integrate the latest hardware, software, and applications into end-to-end multivendor solutions to meet the unique needs of our clients.

We are confident that our many years of success, combined with our in-depth technical knowledge and dedication to customer service, would be of the highest value to the organization. We welcome the opportunity to meet with you to demonstrate, along with our skills and credentials, ConvergeOne is committed to drive innovation and contribute to the State's continued success.

Sincerely,

Jeff LaCombe

Jeff LaCombe
National Account Manager

CONVERGEONE UNIQUE VALUE PROPOSITION

CONVERGEONE IS A **PROVEN**, SERVICES LED, CLOUD SOLUTION PROVIDER THAT UTILIZES OUR INTELLECTUAL PROPERTY AND UNIQUE METHODOLOGIES TO CREATE VALUE FOR OUR CUSTOMERS, AND TOGETHER, WE DEVELOP **PROGRESSIVE** SOLUTIONS THAT CONNECT PEOPLE WITH **PURPOSE**.

ConvergeOne Differentiators

PROVEN: By choosing ConvergeOne you will experience the highest level of customer satisfaction, responsiveness and expertise in the Collaboration, Customer Experience and Digital Infrastructure industry and be partnering with a high performance, customer results driven team.

World Class NPS | 98% in-house resolution rate | Trusted by 49% of Fortune 100 + 35% of Fortune 500

PROGRESSIVE: Our comprehensive Services and Solutions portfolio is hyper-focused on the specific and unique needs of each customer, combined with a tailored progressive consulting methodology that proactively anticipates what's next.

Proprietary WAVES consulting methodology | C1 IP: OnGuard + C1 Conversations | Lifecycle Adoption Services

PURPOSEFUL: We believe in the power of connecting people with purpose and exceeding our customers' expectations which is why we continue to fully invest in our teams that support you and our communities.

5,600+ technology certifications | C1 team 2/3 architects + engineers | Industry leader in ITIL standards

Our Values

Customer Driven: Before we can build the right solutions for our customers, we put in the work to deeply understand their unique business goals and challenges.

Start with Yes: We bring an optimistic, can-do attitude to every project, relentlessly focused on breaking down barriers to success.

Take Initiative: We empower our employees to think like entrepreneurs, bringing their unique talents and local knowledge to the table to help customers win.

Reach Forward: Finding solutions that work right now isn't enough—we keep an eye on the future to see what's next, so we can help customers keep pace with changing trends and consumer preferences.

Do Right: We do whatever it takes to make good on our commitments to our customers and to one another.

Our Commitment to Diversity + Inclusion

We believe that diversity of thought, perspective, and background are key ingredients to personal fulfillment and business success. We are committed to building a workforce that represents the world in which we live and understand that only then will we reach our highest level of achievement as an organization.

We recognize that we will achieve greater success by providing team members with an environment that respects the dignity of every individual, fosters trust, and allows every team member the ability to nurture their talent as individuals and as part of a collaborative team.

We believe in the power of connecting people with each other and their purpose.

We recognize the importance of doing what's right and how a more diverse workforce creates a richer and more valuable experience for us as individuals and, also, for ConvergeOne as a whole.

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EXECUTIVE SUMMARY

ConvergeOne is the leading independent integrator of best-in-class communications, collaboration, and multi-cloud based integrated technology solutions – offering a visionary approach thru a structured vendor-agnostic solution portfolio aligned through ITIL-based service delivery processes, custom-built automation platforms and data analytics designed to reduce operational and labor-centric costs while simultaneously improving capabilities, mitigating risks and guaranteeing system reliability. We achieve this success by working closely with multiple technology innovators and product manufacturers to integrate the latest hardware, software, and applications into end-to-end multivendor solutions to meet the unique needs of our clients.

Since we were launched in 1993, ConvergeOne has earned a reputation as a quality provider of value-added communications solutions for businesses of all types and sizes. Our investments in dedicated implementation teams, ongoing training programs, industry certifications, and state-of-the-art service delivery tools make us skilled in the sales, design, network integration, project management, and ongoing support — virtually everything you need to implement an end-to-end communications solution.

As a technology services provider, we measure the trust that organizations place in us through the long-standing relationships we develop with customers and the high percentage of repeat business. These relationships, as well as those we have built with our strategic partners, are key to our mutual success and instrumental to our growth.

ConvergeOne’s services portfolio is not limited by proprietary products and services. This gives us the flexibility to create a “vendor-agnostic” solution based on a customer’s unique business criteria, expected business outcomes, and communications requirements. ConvergeOne’s multivendor capabilities also include proactive monitoring and OEM maintenance services from our high-tech Customer Support Centers (CSC). All manufacturer solutions are carefully screened and field-tested by ConvergeOne to ensure the results deliver the promised value to our customers. Our engineers and technicians also take extra steps to ensure seamless integration of an end-to-end solution — programming and testing every component at our state-of-the-art Performance Readiness Center.

When you choose ConvergeOne as your communications solution provider, you not only work with one of the most experienced multi-vendor Business Partners in the industry — you gain a partner who is dedicated to the relationship and committed to adding value to your business.

Facts at a glance:

- 10,000+ diversified customers, including 49% of the Fortune 100, and 35% of the Fortune 500
- 300+ strategic partnerships with leading vendors, resulting in tailored, best-of-breed solutions for customers
- 2,700+ employees, with 1,600+ engineering resources carrying 5,600+ certifications
- Three state-of-the-art redundant Customer Success Centers (CSCs) staffed 24x7, 365 days a year
- A 2021 Net Promoter Score (NPS) of 80, which is nearly double the IT Services industry benchmark of 42 (as reported by ClearlyRated) and keeps ConvergeOne in the “World Class” NPS category for the fourth consecutive year
- 54 locations nationwide, worldwide operations

A Commitment to Service

ConvergeOne is dedicated to superior customer service and our account team structure has a proven track record as reflected in our Net Promoter Score. When the NPS question is asked of our clients, it is not about how well someone sells your product, it is how we service our customers along the lifecycle of our relationship. We are committed to ensuring our customers know we are here from pre-sales through decades of managed services and everything in between. Customers rate us on how we become an advocate for their business. This is evident from our high NPS scores. We value our clients like no one else.

Unlike other communications companies, ConvergeOne doesn't disappear after a new system is in place. Our team provides ongoing administrative and customized support according to each customer's needs, including parts repair with same-day service, expedited shipping on critical components and state-of-the-art in-house refurbishments.

We also offer a wide variety of after-market services, all designed to help organizations increase efficiency and reduce operational costs. From designing and delivering customized training programs for end users, to providing highly skilled professionals who work on-site, ConvergeOne delivers the support you need, when you need it.

ConvergeOne also combines unequalled knowledge and experience with a can-do attitude to develop customer solutions that work from day one and keep on working. We don't simply install the "latest and greatest." Our professionals integrate leading-edge technologies into innovative, reliable communications solutions.

Our Center of Excellence for Learning and Development further enhances ConvergeOne's advantage by offering customers a variety of training opportunities to help them build their own administrative and application proficiency.

ConvergeOne Solutions

ConvergeOne has a quality reputation as a nationwide provider of cutting-edge solutions for businesses and organizations of all types and sizes. We offer one of the broadest portfolios of products and services in the industry, including Cybersecurity, VoIP, contact center, UC, data networking, data center, cloud, collaboration, and mobility solutions. Every solution we deliver combines the expertise of our highly trained team, our focused approach to design and implementation, and our commitment to ongoing support — allowing ConvergeOne to provide a communications solution that is tailored to the needs of your organization.

ConvergeOne is at the forefront of the convergence revolution, bringing voice and data communications systems together and using the latest technologies, to help organizations leverage the advantages of automation, threat mitigation, and vulnerability management.

ConvergeOne's approach is to look for ways to design a solution that allows our customers to also leverage existing infrastructure investment. We consider your business needs, budget constraints, and resource limitations to ensure that any solution we recommend meets all your business requirements.

ConvergeOne Core Practice Areas



Customer Experience



Cybersecurity



Data Center



Enterprise Networking



Unified Communications

Cybersecurity

ConvergeOne Cybersecurity offers a leading market methodology called WAVES that provides deep insight into client environments before recommending any solution or course of action. Customers today are challenged with navigating a fragmented landscape of 1,800+ security start-ups; ConvergeOne establishes information security program prioritization, identifying the most critical gaps and lining up solutions that build towards an interoperable, efficient architecture. Whether providing a virtual chief information security officer to a 14,000-user healthcare organization or building a cyber perimeter for a 700-location enterprise, we're both fiercely passionate and proud to support our clients in their quest to establish an effective cybersecurity posture. In addition, ConvergeOne Cybersecurity believes in five foundational elements to its client-centric approach:

- Actionable Advisory – ConvergeOne bridges the divide from executive-level information security consulting to deep implementation and lifecycle expertise.
- Analysis before Prescription – ConvergeOne prides itself on performing deep analysis before prescription. On average, ConvergeOne identifies 15-25 areas of recommended improvement – often more than can be reasonably consumed. ConvergeOne accomplishes prioritization through its market leading methodology known as “WAVES”.
- Blueprints Not Bullet Points – ConvergeOne is committed to providing clients with detailed blueprints that incorporate a program's entire lifecycle to ensure people, process, policy, and platforms are well aligned.
- End to End Programmatic Lifecycle – ConvergeOne offers an all-inclusive lifecycle encompassing solutions and services covering all aspects of people, process, policy, and platforms to help you identify, protect, detect, respond, and recover from modern cyber threats.
- Fiercely Passionate – Passion precipitates everything we do. Your posture is our mission. We love what we do.

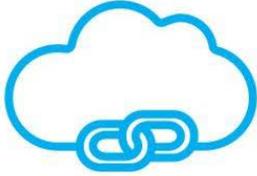
ConvergeOne Services

ConvergeOne is here to support your communications solution from end to end. We offer comprehensive services, with the team, expertise, technology, and tools in place to deliver everything from solution planning, design, and implementation to maintenance, managed services, consultation, and training.

ConvergeOne provides a single point of contact to help you with any questions, problems, or technology needs — before, during, and after implementation. Our in-house team of ConvergeOne technicians can be deployed to

client sites across the U.S. Using a dedicated team allows ConvergeOne to provide our clients with a consistent, high-quality result and a pleasant, customer focused experience.

ConvergeOne Service Delivery Models



Cloud



**Maintenance
Services**



**Managed
Services**



**Professional
Services**

Partner Value

ConvergeOne works with more than 300 of the world’s leading hardware, software, service, and application development companies – so we can bring you the right solution for your unique situation.

Our partners have gone through a proprietary certification process to ensure their products work in even the most complex environments and consistently meet the highest standards.

We make significant investments in these partnerships each year, and we are continually broadening and strengthening our skills so we can help you seize new opportunities.



STATE OF WEST VIRGINIA CENTRALIZED REQUEST FOR QUOTE TELECOMM FORM

Please see the following pages for this information from ConvergeOne.



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Telecomm

Proc Folder: 1278857
Doc Description: Voice Communications Equipment for Teams Voice Platform
Reason for Modification:
Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2023-09-01	2023-09-19 13:30	CRFQ 1300 STO2400000002	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000184564
Vendor Name : ConvergeOne, Inc.
Address : 10900
Street : Nesbitt Avenue South
City : Bloomington
State : Minnesota **Country :** USA **Zip :** 55437
Principal Contact : Jeff LaCombe
Vendor Contact Phone: 952-458-9297 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor
 Signature X

FEIN# 41-1763228

DATE September 18, 2023

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Request for Quotation:

The West Virginia Purchasing Division is soliciting bids on behalf of the State Treasurer's Office to establish an open-end contract for Voice Communications Hardware per the bid requirements, specifications and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE		WEST VIRGINIA STATE TREASURERS OFFICE - WAREHOUSE	
322 70TH ST SE		7300 MACCORKLE AVE SE	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Yealink MP56 or equal Desk Phone	65.00000	EA	\$238.82	\$15,523.30

Comm Code	Manufacturer	Specification	Model #
43000000	Yealink	Desk Phone	MP56

Extended Description:

Yealink MP56, or equal, Desk Phone - per Specifications - 3.1.1

The quantities listed are estimated only and intended for evaluation purposes only. Vendors must enter a unit price for each item.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE		WEST VIRGINIA STATE TREASURERS OFFICE - WAREHOUSE	
322 70TH ST SE		7300 MACCORKLE AVE SE	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Yealink WH66 or equal Dual Headset	45.00000	EA	\$247.06	\$11,117.70

Comm Code	Manufacturer	Specification	Model #
43000000	Yealink	Dual Headset	WH66

Extended Description:

Yealink WH66, or equal, Dual Headset Device - per Specifications - per Specifications - 3.1.2

The quantities listed are estimated only and intended for evaluation purposes only. Vendors must enter a unit price for each item.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE		WEST VIRGINIA STATE TREASURERS OFFICE - WAREHOUSE	
322 70TH ST SE		7300 MACCORKLE AVE SE	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Yealink WH67 or equal Headset	20.00000	EA	\$229.41	\$4,588.20

Comm Code	Manufacturer	Specification	Model #
43000000	Yealink	Headset	WH67

Extended Description:

Yealink WH67, or equal, Headset Device - per Specifications - per Specifications - 3.1.3

The quantities listed are estimated only and intended for evaluation purposes only. Vendors must enter a unit price for each item.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 3:00 p.m.	2023-09-12

	Document Phase	Document Description	Page
STO2400000002	Final	Voice Communications Equipment for Teams Voice Platform	4

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

ConvergeOne Response:

Read and understood.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

ConvergeOne Response:

Read and understood.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

- A pre-bid meeting will not be held prior to bid opening
- A MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

ConvergeOne Response:

Read and understood.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: Tuesday September 12, 2023 @ 3:00 p.m.

Submit Questions to: Toby Welch, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: toby.l.welch@wv.gov

ConvergeOne Response:

Read and understood.

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

ConvergeOne Response:

Read and understood.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior

to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Toby Welch, Senior Buyer

SOLICITATION NO.: CRFQ ST02400000002

BID OPENING DATE: Tuesday September 19, 2023

BID OPENING TIME: 1:30 p.m.

FAX NUMBER: 304-558-3970

ConvergeOne Response:

Read and understood.

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 09/19/23 @ 1:30 p.m.

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

ConvergeOne Response:

Read and understood.

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ConvergeOne Response:

Read and understood, please see the completed Addendum Acknowledgement Form included on page 30 of this response.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

ConvergeOne Response:

Read and complies.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § SA-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

ConvergeOne Response:

Read and understood. ConvergeOne is not proposing substitutions.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

ConvergeOne Response:

Read and complies.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

ConvergeOne Response:

Read and understood.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

ConvergeOne Response:

Read and complies.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

ConvergeOne Response:

Read and understood.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § SA-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

ConvergeOne Response:

Read and understood.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrcNenpref.pdf.

ConvergeOne Response:

Read and understood.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §SA-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women- owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority- owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

ConvergeOne Response:

Read and understood.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

ConvergeOne Response:

Read and understood.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore w1acceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

ConvergeOne Response:

Read and understood.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance."

ConvergeOne Response:

Read and understood.

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

ConvergeOne Response:

Read and understood.

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ SA-3-1 et seq., 5-22-1 et seq., and 5G-I -I et seq. and the Freedom of Information Act West Virginia Code §§ 29B-I-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to

include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

ConvergeOne Response:

Read and understood.

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

ConvergeOne Response:

Read and understood.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

ConvergeOne Response:

Read and understood.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § SA-3-63.

ConvergeOne Response:

Read and understood.

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS:

ConvergeOne Response:

ConvergeOne has read and agrees with the General Terms and Conditions as listed.

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of ONE (1) YEAR. The Initial Contract Term becomes effective on the effective start date listed on the first page of this

Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to THREE (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term -This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance

clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: One Million Dollars per occurrence.
- Automobile Liability Insurance** in at least an amount of: One Million Dollars per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes rising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of

funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ SA-3-1 et seq., 5-22-1 et seq., and SG-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance,

permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other

contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § SA-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 60-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § SA-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code §SA-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT / CERTIFICATION AND SIGNATURE

Please see the following pages for this information from ConvergeOne.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Jeff LaCombe, National Account Manager

(Address) 10900 Nesbitt Avenue South, Bloomington, MN 55437

(Phone Number) / (Fax Number) 952-428-9297 / 651-994-6801

(Email address) jlacombe@convergeone.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

ConvergeOne, Inc.

(Company) 

(Signature of Authorized Representative)

Stephen Monteros, Regional Vice President September 18, 2023

(Printed Name and Title of Authorized Representative) (Date)

888-321-6227 | 651-994-6801

(Phone Number) (Fax Number)

smonteros@convergeone.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM

Please see the following pages for this information from ConvergeOne.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ STO24*002

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input checked="" type="checkbox"/> No addendums received | |
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

ConvergeOne, Inc.

Company



Authorized Signature

September 18, 2023

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

SPECIFICATIONS

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the State Treasurer's Office to establish an open-end contract for Voice Communications Hardware which shall be compatible with a Microsoft Teams voice platform.

The hardware bid in response to this solicitation must all be provided by the same original equipment manufacturer (OEM). A response that mixes a variety of multiple OEM product lines in order to meet the requirements as listed in Section 3 is not acceptable.

A minimum of one-year warranty is required for all equipment. Quantities listed are estimates and are generally based on the initial planned purchase. No installation will be required by the Vendor, however, Vendor may be required to provide ancillary technical support via telephone or other acceptable method for troubleshooting, etc. to support Agency's deployment and installations.

ConvergeOne Response:

Read and complies.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in w/OASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

ConvergeOne Response:

Read and understood.

3. GENERAL REQUIREMENTS:

- 3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below and be from the same OEM/manufacture.

3.1.1 Yealink MP56, or equal, Desk Phone (Estimate Qty of 60)

- 3.1.1.1** Screen: 7-inch touch screen, 800x480 resolution, 5-point multi touch
- 3.1.1.2** Operating System: Ship with Android 9 or later; must be upgradeable to Android 12 or later
- 3.1.1.3** HD Voice on handset, speaker

- 3.1.1.4 Hearing aid compatible (HAC) handset
- 3.1.1.5 Full duplex hands-free speakerphone with AEC (acoustic echo cancellation)
- 3.1.1.6 Dedicated, physical Microsoft Teams button
- 3.1.1.7 Physical dial pad/hold button/transfer button
- 3.1.1.8 LED for call and message waiting indication
- 3.1.1.9 Power over ethernet support (IEEE 802.3af), class 3
- 3.1.1.10 Dual-port Gigabit Ethernet (voice VLAN/data VLAN support for workstation connectivity via IP phone)
- 3.1.1.11 Built-in Bluetooth 4.2 or higher
- 3.1.1.12 Built-in wi-fi, dual-band 2.4g/5g
- 3.1.1.13 USB type-a port, supports USB headset
- 3.1.1.14 Support for up to 3 sidecars/expansion modules
- 3.1.1.15 Support for Microsoft Teams device management platform
- 3.1.1.16 Support for optional OEM device management platform (additional features vs Microsoft Teams device management platform)

ConvergeOne Response:

Read and complies.

3.1.2 Yealink WH66, or equal, Dual Headset (Estimate Qty: 45)

- 3.1.2.1 Stereo, on-ear headset design, includes DECT wireless technology base station
- 3.1.2.2 2x Noise Cancelling Microphones with HD Voice Quality
- 3.1.2.3 Busylight on Headset; Synchronously present working state
- 3.1.2.4 Busylight Peripheral available: Plug-and-Play, Synchronously present working state
- 3.1.2.5 Talk time: up to 14 hours
- 3.1.2.6 Standby time: up to 125 hours
- 3.1.2.7 Charging time for full charge: 2.5 hours or less (with DECT base)
- 3.1.2.8 Roam range: up to 525 ft with DECT base
- 3.1.2.9 DECT wireless technology base station
 - 3.1.2.9.1 Built-in Bluetooth 4.2
 - 3.1.2.9.2 Connectivity: USB 3.0 & 2 x Bluetooth devices
 - 3.1.2.9.3 4" JPS touch screen, 480x800 resolution

3.1.2.9.4 Hands-free Speaker

3.1.2.9.5 USB 3.0 Hub (2 Type-A USB 3.0 ports)

3.1.2.9.6 Supports Optional Accessory -Busylight

3.1.2.9.7 Supports Optional Accessory -Wireless Charger

3.1.2.10 Support for optional OEM device management platform

ConvergeOne Response:

Read and complies.

3.1.3 Yealink WH67, or equal, Headset (Estimate Qty: 20)

3.1.3.1 Convertible Headset; mono, single ear, left or right side, includes DECT wireless technology base station

3.1.3.2 2x Noise Cancelling Microphones

3.1.3.3 Busylight on Headset; Synchronously present working state

3.1.3.4 Busylight Peripheral available: Plug-and-Play, Synchronously present working state

3.1.3.5 Talk time: up to 8 hours

3.1.3.6 Standby time: up to 54 hours

3.1.3.7 Charging time for full charge: 2.5 hours or less (with DECT base)

3.1.3.8 Roam range: up to 394 ft with DECT base

3.1.3.9 DECT wireless technology base station

3.1.3.9.1 Built-in Bluetooth 4.2

3.1.3.9.2 4" IPS touch screen, 480x800 resolution

3.1.3.9.3 Hands-free Speaker

3.1.3.9.4 USB 3.0 Hub (2 Type-A USB 3.0 ports)

3.1.3.9.5 Supports Optional Accessory - Busylight

3.1.3.9.6 Supports Optional Accessory -Wireless Charger

3.1.3.10 Support for optional OEM device management platform

ConvergeOne Response:

Read and complies.

3.1.4 In order to meet future needs, the Agency reserves the opportunity to purchase and/or replace a certain model of phone or headset upon an approved change order to the contract.

ConvergeOne Response:

Read and understood.

- 3.1.5** FOB Destination: Freight/delivery charges are to be included in the pricing of each item bid. The only exception for additional delivery charges will be if the agency makes an emergency order; additional shipping charges will be considered so long as the vendor can itemize and show the additional incurred expense.

ConvergeOne Response:

Read and understood.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

ConvergeOne Response:

Read and understood.

- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing the model number or brand name of the products being bid and the unit price per item including ancillary items requested per commodity line item listed. Then the Vendor should multiply the unit price by the quantity to get the extended cost of each line item. The extended cost column should be added together to get the overall total cost. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Toby Welch (toby.l.welch@wv.gov).

ConvergeOne Response:

Read and complies, please see the completed pricing pages on page 5 of this response.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agency may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

ConvergeOne Response:

Read and will comply.

- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

ConvergeOne Response:

Read and understood.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within Fifteen (15) working days after orders are received. Vendor shall deliver emergency orders within Three (3) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Working days are described as Monday through Friday.

ConvergeOne Response:

Clarification: While the delivery time for the Yealink items requested will be within 15 business days as requested, should these amounts change or if the items are on backorder ConvergeOne will not be able to predict availability or estimated response times. ConvergeOne will be happy to discuss this at any point with the State.

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

ConvergeOne Response:

Read and understood.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

ConvergeOne Response:

Read and will comply.

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original

packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

ConvergeOne Response:

Read and understood.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

ConvergeOne Response:

Read and understood.

7. VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
 - 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2** Failure to comply with other specifications and requirements contained herein.
 - 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4** Failure to remedy deficient performance upon request.

ConvergeOne Response:

Read and understood.

- 7.2** The following remedies shall be available to Agency upon default.
 - 7.2.1** Immediate cancellation of the Contract.
 - 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3** Any other remedies available in law or equity.

ConvergeOne Response:

Read and understood.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

ConvergeOne Response:

Read and complies. ConvergeOne is not proposing substitutions.

- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

ConvergeOne Response:

Read and will comply.

- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

ConvergeOne Response:

Read and will comply.

- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: [Andy Branchaud](#)

Telephone Number: [317-813-5185](#)

Fax Number: [651-994-6801](#)

Email Address: TEAM_PSC@convergeone.com