

**NOTIFICATION OF
COOPERATING SCHOOL DISTRICTS OF GREATER KANSAS CITY IT CONTRACT**

Rev. March 13, 2024

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

CURRENT CONTRACT PERIOD: March 13, 2024 through March 31,2026

BUYER INFORMATION:

Name	Dr. Kenny Southwick
Phone	816-753-7275
Email address	ksouthwick@csdgkc.org

RENEWAL INFORMATION	Contract Period	Annually Renewable
	3/13/2024 through 03/31/2026	After April 1, 2026

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

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

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

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

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	COOP PROCUREMENT
C062518	CONVERGEONE	<p>CONVERGEONE, INC. Corporate: 10900 Nesbitt Ave South Bloomington, MN 55437</p> <p>Overland Park 12980 Foster St, Suite 300 Overland Park, KS 66213</p> <p>St. Louis 1859 Bowles Ave, Suite 200 Fenton, MO 63026</p> <p>Toll Free: 800-473-1110 Fax: 636-686-1010</p>	YES

CONVERGEONE CONTACT INFORMATION FOR CONTRACT C062512

Name	Title	Phone	Email
Ron Gill	Regional Vice President	212-613-1058	rgill@onecl.com
Brian Finzen	Sales Director	913-307-2322	bfinzen@onecl.com
Kim Carlson	Public Sector Contracts Manager	314-594-1224	kcarlson@onecl.com

1. Mandatory Use of Contract:

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

2. General Information:

2.1 CONVERGEONE shall provide products and services, including pre-sales support, installation, engineering, helpdesk/telephone/electronic support, maintenance, and professional services for any educational entity of the Cooperating School Districts of Greater Kansas City (CSDGKC), or other public entity or educational organization, in accordance with the terms and conditions defined herein. "Customer" as used herein, refers to Cooperating School Districts of Greater Kansas City or any entity purchasing under this procurement contract.

2.2 The acquisition of professional services is intended to support the design, acquisition, and implementation of the Customer's technology applications and in concert with the provision of products acquired under the contract.

2.3 Any service work that might require prevailing wage determinations from the Missouri Department of Labor Standards shall not be performed under this contract.

2.4 The Customer reserves the right to lease/purchase equipment under the contract.

2.5 CONVERGEONE shall provide new and unused equipment and accessories (equipment/accessories only certified as new shall not be acceptable) made of first-class materials. Used, remanufactured, or refurbished equipment shall not be acceptable.

2.6 CONVERGEONE must provide all promotional and trade-in pricing to the Customer if applicable.

2.7 The shipping company or Manufacturer shall be responsible for replacing any item received in damaged condition at no cost to the Customer. This includes all shipping costs for returning non-functional items to CONVERGEONE for replacement. This must be done within a reasonable time, seven to fourteen days, from receiving the product.

2.8 When the Customer places an order for products, installation, training, and maintenance with CONVERGEONE they shall pay the price that is indicated in the contract.

2.9 The Customer may make advance deposits/payment for hardware maintenance and software maintenance (upgrades/new releases/technical support-type agreements) only.

3. Single Point of Contact:

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

4. Pre-Sales Support:

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

5. Installation:

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

6. Training:

- 6.1 CONVERGEONE does not provide formal training. To the extent that vendors offer training for their technologies and if requested we can provide vendor proposals for training.

7. Warranty:

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

8. Delivery

- 8.1 Customer is responsible for shipping unless the Regional CONVERGEONE President authorizes FOB included for a project, a purchase, or a specific Customer.
- 8.2 Expedited Shipping: Expedited freight charges are a result of the Customer requesting expedited shipping (e.g., overnight, 2nd day service, etc.). Any such requests shall be in writing from the Customer and will be billed to the Customer.
- 8.3 Delivery Timeframes: CONVERGEONE must deliver all products within thirty (30) calendar days after the contractor's receipt of a properly authorized purchase order unless the timeframe specified on the vendor website or as quoted to the Customer by the account management team at the time of order indicates otherwise.
- 8.4 CONVERGEONE must notify the Educational Entity of a later delivery date should the actual delivery days exceed that which was previously specified. The Customer must authorize the late delivery, cancel the order, or modify the order to reflect an acceptable product substitution. Any such authorizations shall be in writing.

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

9. Account Management:

- 9.1 CONVERGEONE must provide current product and pricing information to the Customer through an account management team. CONVERGEONE shall assign an account management team to the Customer to ensure adequate oversight and ample support in assisting the Customer's needs.
- 9.2 Account Management Team: The account management team must consist of knowledgeable sales specialists who are reasonably available in all locations of the Customer where the Customer maintains a presence.
- 9.3 Product/Pricing Assistance: The account management team must be able to assist the Customer in obtaining product information, availability, pricing, and answering general questions about product compatibility, usability, etc.
- 9.4 Team Accessibility: The account management team must be accessible by both telephone and email between the hours of 8 a.m. and 5 p.m. Central Time, Monday through Friday, excluding holidays.

10. Pricing:

- 10.1 Product and Maintenance Pricing: CONVERGEONE shall invoice the Customer for all products provided under the contract based upon a firm, fixed discount off of the contract. Each quotation must include, at a minimum, the following information:
- Date the quote is generated;
 - Appropriate Customer information (i.e., Customer number/identifier, address, etc.);
 - Product description;
 - Requested product quantity;
 - Product unit price; and
 - Quotation total price.
- 10.2 Professional Services Pricing: CONVERGEONE shall invoice the Customer for all services provided under the contract in accordance with the pricing in the contract.
- 10.3 Spot pricing is allowed under this contract. Spot pricing must meet or exceed discounts listed in this contract.

11. Order Processing:

- 11.1 Order Information: Except as otherwise noted in herein, the Customer shall generate a purchase order based on product quotes obtained from the account management team or through product/pricing information obtained via the contractor's website. The Customer shall specify, at a minimum, the following information:
- Contract number;
 - Order number;
 - Customer number/identifier (if applicable);
 - Customer contact (Educational Entity's name, contact person [two (2) individuals if possible] and phone numbers);
 - Contract line item number;
 - Quantity;

- Unit price; and
- Any pertinent information relating to the product(s) and/or services requested (including brand/model, options, and any required services).

- 11.2 Submittal of Order: CONVERGEONE must accept orders via mail, e-mail, or fax.
- 11.3 Acknowledgement of Receipt of Order: CONVERGEONE must provide written acknowledgement (email or fax) to the Customer within twenty-four (24) hours of the receipt of authorized purchase order.
- 11.4 Order Substitutions: CONVERGEONE shall not substitute any item(s)/component(s) ordered by a Customer until the contractor: 1) notifies the Educational Entity in writing (email is acceptable if the designated contact has an email address, and 2) receives written approval from the Customer to proceed with the substitution.
- 11.5 Substitution Authorization: The Customer reserves the right to accept any proposed substitution offered by CONVERGEONE on the order; however, the Customer shall be final authority as to the acceptability of substitutions and reserves the right to accept or reject any substitution.
- 11.6 Substitution Approval Form: CONVERGEONE must provide a form for CUSTOMERs to use to indicate their approval of a product substitution prior to the contractor's shipment of the substituted goods. This approval may be executed via email, fax, or hardcopy mail/delivery.

12. Product and Maintenance Invoicing and Payment:

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

13. Lease/Financing Program Requirements:

- 13.1 The Customer reserves the right to enter into lease/purchase financing agreement(s) as a result of the subsequent contract(s). In the event a using Educational Entity requests financing of their purchase under the contract a mutually agreeable lease schedule shall be entered into between the Customer and the lessor. The Customer shall initiate a contract amendment for every lease exercised under the contract that shall include the specific terms and rates of the lease. CONVERGEONE at a minimum must have the ability to work with Cisco Capital and its financing partners to the benefit of the Customer. The Customer acknowledges that a contract assignment may be necessary as part of any lease exercised under the subsequent contract.
- 13.2 Should you have any questions about Leasing, please contact CONVERGEONE.
- 13.3 A purchase order must be submitted to CONVERGEONE by the leasing company and should identify in detail the items being purchased and leased by the Customer.

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REQUIRED PRICING

Hardware, Software, Maintenance and Services – Minimum discount percentage off Manufacturer’s List Price (“MSRP”). Shipping and handling are to be included in the price.

Manufacturers	Minimum Discount Percentages
A10	10% off MSRP
APC	10% off MSRP
AudioCodes	8% off MSRP
Artic Wolf	10% off MSRP
Aruba	9% off MSRP
Avaya	20% off MSRP
Axis	10% off MSRP
Checkpoint	15% off MSRP
Cisco: Hardware/Software	35% off MSRP
Cisco: Services	22% off MSRP
Cisco Maintenance	22% for Education/15% for Government
Cisco Subscription	22% off MSRP
Citrix	9% off MSRP
Cradlepoint	8% off MSRP
Crowdstrike	15% off MSRP
Dell Client Hardware	5% off MSRP
Dell Storage and Server HW/SW Subscription	10% off MSRP
Extreme	10% off MSRP
F5	8% off MSRP
Fortinet	8% off MSRP
Genesys	10% off MSRP
HPE Client Hardware	5% off MSRP
HPE	10% off MSRP
Ivanti	10% off MSRP
Juniper	20% off MSRP
Lenovo Chromebook Laptops	5% off MSRP
Meraki Hardware	22% off MSRP
Microsoft Products	1% off MSRP
Nintex	3% off MSRP
Nutanix	15% off MSRP
Nvidia	2% off MSRP
Palo Alto	3% off MSRP
Polycom	5% off MSRP
Pure Storage	2% off MSRP
Rapid7	10% off MSRP
Rubrik	10% off MSRP
Salient	10% off MSRP
Scale Computing	5% off MSRP
Singlewire	15% off MSRP
Trend Micro	5% off MSRP
Unitrends	5% off MSRP
Veean Products	3% off MSRP
Verkada	10% off MSRP
Vertiv/Liebert	10% off MSRP
VMWare/Broadcom	3% off MSRP
Zoom	1% off MSRP
Zscaler	5% off MSRP