

School Board of Leon County, Florida District Term Contract DTC-22-1022

Network Hardware Equipment and Services (E-Rate)

This Contract is between the School Board of Leon County, a public school district within Leon County, Florida with offices at 2757 West Pensacola Street, Tallahassee, FL 32304 (District), and ConvergeOne, Inc., (Contractor) located at 10900 Nesbitt Avenue South, Bloomington, MN 55437. The District and Contractor are collectively referred to herein as "Parties," and individually as a "Party." All capitalized terms shall have the meaning assigned to them in the Contract, unless otherwise defined here.

The Contractor responded to the District's Request for Proposals, No: RFP 493-2022, Network Hardware Equipment and Services (E-Rate). The District has accepted the Contractor's Proposal and enters into this Contract in accordance with the terms and conditions of RFP 493-2022, Network Hardware Equipment and Services (E-Rate).

Accordingly, and in consideration of the mutual promises contained in the Contract, the Parties agree as follows:

I. Scope of Work

The services and/or commodities to be provided by the Contractor pursuant to this Contract are defined in RFP 493-2022, Network Hardware Equipment and Services (E-Rate) and all Addenda which are referenced and incorporated herein. The vendors proposal is attached as Exhibit A. This Contract serves as a master agreement, with individual purchases being made via purchase orders (POs).

II. Contract Term

The initial term of Contract is for three (3) years. The initial Contract term shall begin on July 1, 2022, or on the last date in which it is signed by all Parties, whichever is later.

III. Renewal Terms

The District and the Contractor may renew the Contract in whole or in part, for a renewal term not to exceed three (3) years, or portions thereof, at the renewal pricing specified in the Contractor's original submission, upon mutual agreement of the Parties as set forth in the Contract.

IV. Contract

This Contract, together with the following attached documents (Exhibits), sets forth the entire understanding of the Parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

All Exhibits attached to this Contract are incorporated in their entirety and form as part of this Contract. The Contract has the following Exhibits:

- a) Exhibit A: ConvergeOne, Inc.'s response to RFP 493-2022, Network Hardware Equipment and Services (E-Rate)
- b) Exhibit B: Contractor's pricing for RFP 493-2022

In case of conflict, the documents shall have priority in the order listed:

- a) The District Term Contract;
- b) The District's RFP 493-2022, Network Hardware Equipment and Services (E-Rate) and all Addenda; and
- c) Exhibit A: ConvergeOne, Inc.'s response to RFP 493-2022, Network Hardware Equipment and Services (E-Rate), and Exhibit B: Contractor's pricing for RFP 493-2022.

V. Amendments

No oral modifications to this Contract are acceptable. All modifications to this Contract must be in writing and signed by both Parties, except changes to Section VII., below. Any future amendments of the Contract, which alter the definition of the services, shall define the services in the same format as Exhibit A.

Notwithstanding the order listed in Section IV, amendments issued after Contract execution may expressly change the provisions of the Contract. If an amendment expressly alters the Contract, then the most recent amendment will take precedence.

VI. Contract Notices

Contract notices may be delivered by email to the Contractor's designated contact person as prescribed in Section VII.

VII. Contract Management

The District employee who is primarily responsible for maintaining the Contract Administration file is:

Contract Administrator Office of Business Services Leon County Schools 3397 West Tharpe Street Tallahassee, FL 32303 Telephone (850) 488-1206

The District's Contract Manager is:

Dale Joiner, Director II Technology & Information Services Leon County Schools 520 S. Appleyard Dr. Tallahassee, FL 32304 Telephone 850-487-7530 Email: joinerd@leonschools.net

The District may appoint a different Contract Administrator or Manager, which will not require an amendment to the Contract, by sending written notice to the Contractor. Any communication to the District relating to the Contract shall be addressed to the District's Contract Manager, or designee.

The Contractor has assigned the following individual(s) to serve as the designated contact person for this Contract:

Primary Contact:

Klaus Hillmann Executive Vice President, West and South ConvergeOne, Inc. 10900 Nesbitt Avenue South Bloomington, MN 55437 Telephone: 651-994-6800 Email: KHillmann@convergeone.com

All questions and customer service issues concerning this Contract shall be directed to the Contractor's designated contact person(s), above. It will be the designated contact person's responsibility to coordinate with necessary District personnel, as required, to answer questions and resolve issues. The Contractor must provide written notice to the District's Contract Manager, or designee, if a new employee is designated as the contact person for this Contract.

VIII. Termination

A. Termination for Convenience

This Contract may be terminated by either Party at will upon no less than 30 calendar days' written notice, unless a shorter period of time is mutually agreed upon by both Parties. The Board's sole obligation shall be to reimburse the Contractor for those goods or services shipped and accepted by the Board up to the date of termination,

and costs incurred by the Contractor for unfinished goods, which are specifically manufactured for the Board and which are not standard products of the Contractor, as of the date of termination. In no event shall the Board be responsible for the loss of anticipated profit. Notice shall be delivered by certified mail (return receipt requested), by another method of delivery whereby an original signature is obtained, or in person with proof of delivery.

B. Termination for Cause

If a breach of this Contract occurs by the Contractor, the District may terminate the Contract for cause. The District choose to provide, at its exclusive option, an opportunity for the Contractor to cure the breach for cause within 30 calendar days upon written notice of the deficiency by the District. Any breach of this Contract which is still left uncured by the Contractor after the District has elected to provide 30 calendar days to cure (remedy) the breach, may result in the District's termination of this Contract upon 24 hours written notice by the District. If the District does not elect to afford an opportunity for the Contractor actions which may be harmful to the District), the District may immediately terminate this Contract for cause, upon 24 hours' written notice to the Contractor, as described in this section. Notice shall be delivered by certified mail (return receipt requested), in person with proof of delivery, or by another method of delivery whereby an original signature is obtained.

C. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Contract.

IX. Assignment

The Contractor shall not sell, assign, or transfer its responsibilities or interests under this Contract to another party without prior written approval of the District's Contract Manager, or designee. The District shall, at all times, be entitled to assign or transfer its rights, duties, and obligations under this Contract to another governmental agency or special district of the State of Florida upon providing written notice to the Contractor.

X. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the District's Contract Manager, or designee, enter into written subcontract(s) for performance of certain obligations under this Contract. No subcontract shall relieve the Contractor of any responsibility for the performance of its contractual duties. All payments to subcontractors shall be made by the Contractor.

It is understood and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be

solely liable to the subcontractor for all expenses and liabilities under this Contract. All subcontractors are subject to the same background check requirements as are referenced in Exhibit A.

XI. Price Adjustments

Any price decrease effectuated during the Contract period by reason of market change or special sales offered to other customers shall be passed on to the District. This shall also apply to all in-place equipment on a rent or lease plan. Price increases are not accepted, unless otherwise stated. All prices are firm and shall be held for the duration of the Contract term. The District may, at its sole discretion, review a request from the Contractor for an equitable adjustment in Contract pricing if pricing or supply availability is affected by extreme or unforeseen conditions in the marketplace, outside of the Contractor's control. Requests shall be submitted to the District's Contract Manager along with justification and backup information, as necessary, such as a letter from a manufacturer regarding price increases. The District will consider the request and respond within 30 days. The Contractor shall continue to fill orders at the current Contract pricing until a decision has been made.

XII. Additions/Deletions

During the term of the Contract, the District reserves the right to add or delete the number of commodities or services, when considered to be in its best interest. Pricing shall be comparable to amounts awarded. Further, the District reserves the right to add or delete schools and District offices to the list of delivery/service locations.

XIII. Delivery

Product(s) shall be shipped as Free on Board (FOB) to the designated destination, and arrive within 30 days of Purchase Order issuance, or at the time mutually agreed upon between both Parties. Deliveries of goods, or provision of services, must be made between 8:30 a.m. to 4:00 p.m., local time, Monday through Friday, excluding District holidays, unless otherwise stated herein.

XIV. Summary Reports

The Contractor shall provide the District's Contract Manager, or designee, a report of Contract sales at the end of each quarter (March, June, September, and December), unless otherwise specified by the District. The report shall summarize, at a minimum: the total number of units sold during the quarter, total dollar value of units sold during the quarter, total number of units sold by delivery location for the quarter, total number of units sold by delivery location for the quarter, total number of units sold by delivery location for the quarter, total number of units sold by delivery location for the quarter, total number of units sold for the quarter, total number of units sold by the District may, at its discretion, develop the format the Contractor must use for reporting. Any report format developed by the District shall be incorporated into and shall become a part of the Contract. A summary report shall also be required for time periods that include

less than three (3) full months of business (such as the beginning or end of the Contract term). Failure to provide this information within 30 calendar days following the end of each quarter shall result in the assessment of financial consequences, \$100 per calendar day until the reports are delivered to the District. If the Contractor has a delay in providing reports outside of its control, they can request an extension from the District's Contract Manager. Upon approval, the District's Contract Manager may adjust the due date for the reports.

XV. Other Conditions

A. Public Records

The Contractor agrees to (a) keep and maintain public records required by the Board to perform the service; (b) upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Board; and (d) upon completion of the Contract, transfer, at no cost to the Board all public records in possession of the Contractor, or keep and maintain public records required by the Board to perform contractual obligations. If the Contractor transfers all public records to the Board upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, then the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request, in a format that is compatible with its information technology systems. The Board may unilaterally terminate the Contract for refusal by any Contractor to allow public access to all documents, papers, letters, or other material made, or received by the Contractor in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Section 119.07(1), F.S. or Section 119.071, F.S. Additionally, the Contractor may be subject to penalties under Section 119.10, F.S.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the custodian of public records at:

Leon County Schools ATTN: Julie Jernigan 2757 West Pensacola Street

Tallahassee, Florida 32304 Telephone: (850) 487-7177 Email: jerniganj@leonschools.net

B. Confidentiality

The Contractor shall ensure all staff assigned to this Contract maintains confidentiality with reference to individual receiving services in accordance with applicable local, state, and federal laws, rules and regulations. The District and the Contractor agree that all information and records obtained in the course of providing services under this Contract shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes and regulations adopted pursuant thereto.

The Contractor agrees to keep all student and District personnel information (i.e. names, telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released in writing by the District.

C. Disputes

Any dispute concerning performance of the terms of this Contract shall be resolved informally by the Contract Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Chief Financial Officer (CFO), or designee. The District's CFO, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Parties, the Contract Managers and the District's Contract Administrator.

D. Notices

All notices required or permitted by this Contract shall be given in writing and by handdelivery or email to the respective Parties. All notices by hand-delivery shall be deemed received on the date of delivery and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Both Parties may change their contact information and Contract Manager by written notice given to the other Party as provided above.

E. Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the District under this Contract. At a minimum this coverage shall include general liability coverage no less than \$1 million per occurrence and \$2 million in aggregate. Upon the execution of this Contract, the Contractor shall furnish the District's Contract Manager, or designee, written verification of such insurance

coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The District reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, F.S., the Contractor shall furnish the District, upon request, written verification of liability protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any Party's liability beyond that provided in Section 768.28, F.S.

F. Employee Status

This Contract does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the District and Contractor are independent contractors under this Contract and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.

G. Force Majeure

Neither Party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption or performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

H. Available Funding

The District's performance and obligation to pay for goods and services under this Contract are contingent upon available annual funding. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

I. Scrutinized Companies Contractor Certification

The Contractor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total, (not including renewal years), the Contractor certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in Sudan List created pursuant to Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. Pursuant to Sections 287.135(5), F.S., and

287.135(3), F.S., the Contractor agrees the District may immediately terminate the resulting Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the resulting Contract. Any company that submits a bid or proposal for a Contract, or intends to enter into or renew a Contract with an agency or local governmental entity for goods or services, of any amount, must certify that the company is not participating in a boycott of Israel.

CONTRACTOR: ConvergeOne, Inc.

Authorized Signature

Klaus Hillmann

Printed Name

EVP, West and South_____ Title

03/24/2022

Date

SCHOOL BOARD OF LEON COUNTY, FL

202

Rocky Hanna, Superintendent

Date

Exhibit A

A ConvergeOne Solution for

LEON COUNTY SCHOOLS NETWORK HARDWARE EQUIPMENT AND SERVICES (E-RATE) RFP 493-2022 | TECHNICAL PROPOSAL ORIGINAL



JUSTIN CROOK 954.239.1079 | jcrook@convergeone.com



10900 Nesbitt Avenue South Bloomington, MN 55437 www.convergeone.com



A CONVERGEONE SOLUTION FOR

LEON COUNTY SCHOOLS

NETWORK HARDWARE EQUIPMENT AND SERVICES (E-RATE) RFP 493-2022 | TECHNICAL PROPOSAL

Presented By:

Justin Crook

National Account Manager 954.239.1079 jcrook@convergeone.com

December 14, 2021





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 55% of Fortune 100 + 41% 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 | Lifecyle 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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ConvergeOne Appendices

Appendix A: ConvergeOne E-Rate Sales Agreement

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TAB A

1. Executive Summary / Letter of Interest

December 14, 2021

Ms. June Kail, Procurement Officer Leon County Schools Purchasing Department 3397 West Tharpe Street Tallahassee, FL 32303

Dear Ms. Kail,

Thank you for the opportunity to present our response to Leon County Schools RFP 493-2022 for Network Hardware Equipment and Services (E-Rate). We understand your requirement to find a Technology Solutions Partner and Consultant to assist with this exciting project.

With over 28 years of industry experience, ConvergeOne is the premier provider of IT products and services that transforms our client's business operations by implementing tomorrow's IT solutions today.

We have strategic partnerships with more than 100 global industry leaders, including Cisco, EMC, Dell, VMware, HP, Avaya, IBM, and Microsoft. We have over 50 offices, three Network Operating Centers (NOCs) and team of 2,600+ members includes more than 1,400 engineering resources with 5,600+ industry related certifications.

Our advanced certifications have reinforced our role as a trusted technical advisor providing the highest level of product knowledge and technical expertise to architect and deploy IT Technology Solutions.

We look forward to working with you on this project. If you have any questions, please contact Justin Crook, 954.239.1079 or <u>jcrook@convergeone.com</u>.

Sincerely

David Garlich Vice President



2. E-Rate Requirements

a. Proposers shall identify their current SPIN (Service Provider Identification Number) to be verified by District through the USAC website.

ConvergeOne Response:

ConvergeOne SPIN: 143011994

 Proposers shall identify their current FRN (Federal Communications Commission (FCC) Registration Number) to be verified by District through the USAC website. Any Proposer found to be in Red-Light Status will be considered non-responsive.

ConvergeOne Response:

ConvergeOne FRN: 0011951522

ConvergeOne Green Light Status

FC	- Co	mmission Registration	System (CORES)	Associate Username to FRN / Manade Loisting F Besister New ERN Visitet FRN Passer	
CC Registration					
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Manager/RDs	Show 10 - antities	* FRN Name	8 Red Light Status	Searth:	-
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	tiele .	Economic Asked Overhigs	frivacy Statement	CC Home Pain II 877-400-3201 (Hom. Fri. 8 a.m. 6 p.m. ET).	

3. Financial Interest

Please include a list of any Board/District employees or officials that have a material financial interest (over 5%) using Attachment III, Section 2. Please include the employee/official's name, title/position, and the date they filed the required Conflict of Interest Statement with the Leon County Supervisor of Elections before the Proposal Opening.

ConvergeOne Response:

Not applicable. ConvergeOne is not aware of any Board/District employees or officials having a material financial interest.



TAB B: EXPERIENCE AND ORGANIZATION

1. References

Using Attachment V, Proposer's Reference Form, Proposers shall provide at least three (3), but not more than five (5), references from businesses or governmental agencies for whom the Proposer has provided services of similar scope and size to the services identified in this RFP. References should reflect current or recent experience and must support the experience requirements of this RFP. To qualify as current/recent experience, services described by references shall be ongoing or shall have been completed within the 12 months preceding the issuance date of this RFP.

The references shall be completed and signed by the individual offering the reference, and certified by a notary public, utilizing Attachment V, Proposer's Reference Form for References. References(s) shall identify the type of services provided by the Proposer, dates of service provision, the firm/agency name of the entity for which the services were provided, and the reference provider's current telephone number and address. Reference(s) shall include a paragraph describing services similar in magnitude and scope to those requested in the RFP. Current or former employees of the District or current or former members of the Board may not be used and will not be accepted as references if speaking to the services rendered to the District. The District reserves the right to contact reference sources listed or not listed in the Proposer's Proposal and to consider references when determining best value.

Attachment V: Proposer's Reference Form

In the spaces provided below, the Proposer shall list all names under which it has operated during the past five (5) years.

On the following pages, the Proposer shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government agencies for whom the Proposer has provided services of similar scope and size to the services identified in the RFP. The same reference may not be listed for more than one (1) organization and confidential references shall not be included. In the event, the Proposer has had a name change since the time work was performed for a listed reference, the name under which the Proposer operated at that time must be provided in the space provided for the Proposer's Name.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed before January 1, 2021. References shall not be given by:

- Persons employed by the District within the past three (3) years.
- Persons currently or formerly employed or supervised by the Proposer or its affiliates.
- Board members within the Proposer's organization.
- Relatives of any of the above.

Additionally, the District reserves the right to contact references other than those identified by the Proposer to obtain additional information regarding past performance.



Proposer Name:	ConvergeOne, Inc.			
Reference Company Name:	Georgia Highlands College			
Address:	3175 Cedartown Highway, Rome, GA 30161			
Primary Contact Person:	Robert Kelley	Alternate Contact Person:		
Primary Contact Phone:	678.872.8034	Alternate Contact Phone:		
Contract Performance Period:	~6 Month Project	Location of Services:	Rome, GA Main Campus	
Brief Description of the services performed for this reference:				

Refresh of 165 Cisco Wireless Access Points. ConvergeOne provided design and implementation services for the College.

The foregoing instrument was acknowledged before me by means of [___] physical presence or [X] online notarization this 13th day of December, 2021, by David Garlich (name of authorized representative) as Vice President (position title) for ConvergeOne, Inc. (Vendor Name).

Notary Public State of Florida Comm# HH126929 Name of Notary (Typed, Printed, or Stamped)

(NOTARY SEAL)

Personally Known X OR Produced Identification _____ Type of Identification _____

Notary Sig



Proposer Name:	ConvergeOne, Inc.			
Reference Company Name:	Wiregrass Georgia Technical College			
Address:	4089 Val Tech Road, Valdosta, GA 31602			
Primary Contact Person:	Jarrod Brogdon (CIO)	Alternate Contact Person:		
Primary Contact Phone:	229.293.6240	Alternate Contact Phone:		
Contract Performance Period:	~6 Month Project	Location of Services:	Valdosta, GA	
Brief Description of the services performed for this reference:				
Refresh 100 Cisco switches. ConvergeOne provided design and implementation services for the College.				

The foregoing instrument was acknowledged before me by means of [___] physical presence or [X] online notarization this 13th day of December, 2021, by David Garlich (name of authorized representative) as Vice President (position title) for ConvergeOne, Inc. (Vendor Name).

(NOTARY SEAL)

Personally Known X OR Produced Identification _____ Type of Identification _____

t Notary Public State of Florida Comm# HH126929

Expires 5/5/2025 Name of Notary (Typed, Printed, or Stamped)



Proposer Name:	ConvergeOne, Inc.			
Reference Company Name:	Jackson State University			
Address:	1400 Lynch Street, Jackson, MS			
Primary Contact Person:	Dr. Michael Robinson	Alternate Contact Person:		
Primary Contact Phone:	601.979.5934	Alternate Contact Phone:		
Contract Performance Period:	Approx. 12 Months	Location of Services:	Jackson, MS	
Brief Description of the services performed for this reference:				
Migrated and refreshed all dormitories with Meraki. Currently working on refresh of main campus, consisting of 52 buildings and ~800 Wireless Access Points.				

The foregoing instrument was acknowledged before me by means of [___] physical presence or [X] online notarization this $\underline{13^{th}}$ day of <u>December</u>, 20<u>21</u>, by <u>David Garlich</u> (name of authorized representative) as <u>Vice</u> <u>President</u> (position title) for <u>ConvergeOne</u>, Inc. (Vendor Name).

Personally Known X OR Produced Identification _____ Type of Identification _____

Deborah L. Martin

Deborah L. Martin Neig Notal Public State of Florida Comm# HH126929 Expires 5/5/2025 Name of Notary (Typed, Printed, or Stamped)

(NOTARY SEAL)



Proposer Name:	ConvergeOne, Inc.			
Reference Company Name:	Meskwaki Casino and Hotel			
Address:	1504 305 th Street, Tama, IA 52339			
Primary Contact Person:	Will Schule	Alternate Contact Person:		
Primary Contact Phone:	641-484-2108	Alternate Contact Phone:		
Contract Performance Period:	18+ Months	Location of Services:	Tama, IA	
Brief Description of the services performed for this reference:				

ConvergeOne has installed and managed Data Center and Networking architecture for Meskwaki. Recent and current projects including 65 Catalyst and Nexus Switches, Cisco Firewalls, and 150 Access Points. Currently, we are planning early 2022 implementation of ISE & SDA.

The foregoing instrument was acknowledged before me by means of [___] physical presence or [X] online notarization this 13th day of December, 2021, by David Garlich (name of authorized representative) as Vice President (position title) for ConvergeOne, Inc. (Vendor Name).

> Notary State of Florida Comm# HH126929 Expires 5/5/2025

Name of Notary (Typed, Printed, or Stamped)

(NOTARY SEAL)

Personally Known X OR Produced Identification _____ Type of Identification ____



Proposer Name:	ConvergeOne, Inc.			
Reference Company Name:	Jet Aviation			
Address:	USA HQ – 113 Charles Lindbergh Dr, Teterboro, NJ 07608			
Primary Contact Person:	Kevin Quinn	Alternate Contact Person:		
Primary Contact Phone:	618-646-8381	Alternate Contact Phone:		
Contract Performance Period:	20+ Months	Location of Services:	10+ US locations	
Brief Description of the services performed for this reference:				
Since April 2020, ConvergeOne beswerked with let Avietien to refresh Cisco switches and Mereki				

Since April 2020, ConvergeOne has worked with Jet Aviation to refresh Cisco switches and Meraki AP's at US locations. Services also include managed services for switches and AP's.

The foregoing instrument was acknowledged before me by means of [___] physical presence or [X] online notarization this $\underline{13^{th}}$ day of <u>December</u>, 20<u>21</u>, by <u>David Garlich</u> (name of authorized representative) as <u>Vice President</u> (position title) for <u>ConvergeOne</u>, Inc. (Vendor Name).

Alotane Public

Name of Notary (Typed, Printed, or Stamped)

State of Florida Comm# HH126929 Expires 5/5/2025

(NOTARY SEAL)

Personally Known X OR Produced Identification ____ Type of Identification _____



2. Narrative Record of Past Experience

As indicated in Section 1.4(j) of this RFP, it is a Mandatory Responsiveness

Requirement that the Proposer has at least five (5) years of experience within the last 10 years in in LAN design, implementation and support for commercial, industrial, and institutional customers.

Details of the Proposer's experience meeting this requirement shall be provided in narrative form and with enough detail for the District to determine its complexity and relevance. Specifically, a Proposer shall include:

a. A description of experience providing services similar in nature to the services sought in this RFP;

ConvergeOne Response:

ConvergeOne is a proven, services led, cloud solution provider that utilizes intellectual property and unique methodologies to create value for our customers to develop progressive solutions that connect people with purpose. Over 13,000 enterprise and mid-market customers trust ConvergeOne with cloud, collaboration, enterprise networking, data center and cybersecurity solutions to achieve business outcomes. Our investments in cloud infrastructure and professional and managed services provide transformational opportunities for customers to achieve financial and operational benefits with leading technologies. Our 2020 NPS of 71, placing us in the World Class category for the third consecutive year, is a testament to our ability to provide customers with the highest level of customer satisfaction, responsiveness and expertise. ConvergeOne has partnerships with more than 300 global industry leaders, including Avaya, Cisco, Dell Technologies, Genesys, IBM, Microsoft and VMware to customize specific business outcomes. We deliver solutions with a full lifecycle approach including strategy, design and implementation with professional, managed and support services. ConvergeOne holds more than 5,600 technical certifications across hundreds of engineers throughout North America, including three Customer Success Centers.

We are your single source for sales, design, implementation, project management, and ongoing support. We offer a complete range of services including:

- Design and Implementation
- Professional Services
- After-Market Offerings (MAC, Block of Hours, System Administration)
- Authorized/Certified Training (ConvergeOne Center of Excellence for Learning and Development)
- Contact Center Services
- Parts Repair/Refurbished Equipment (with one-year warranty) and Trade-In/Buy Back programs
- Authorized ConvergeOne Maintenance + Managed Services

ConvergeOne has a quality reputation as a nationwide provider of cutting-edge information technology solutions for businesses of all types and sizes. We offer one of the broadest portfolios of products and services in the industry, including VoIP, contact center, UC, enterprise networking, 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 information technology solutions that are tailored to the needs of our customers.



Our approach is to look for ways to design solutions that allow our customers to leverage existing infrastructure investment. We consider your business needs, budget constraints, and resource limitations to ensure that any solutions we recommend meet all your business requirements.

Enterprise Networking

Today's enterprise network is not just about speeds and feeds, but rather is the foundation for digital business transformation and vital to business success. Our customers are looking to the network to drive operational agility, increase speed-to-market, spur productivity, and improve business processes.

ConvergeOne, with our industry-leading, comprehensive portfolio of enterprise networking solutions and services, is in the perfect position to guide customers through this transformation. Our offers include:

- <u>Network Assessments and Architecture Strategy</u> Assess and inventory existing network infrastructures, identify risk and gaps, create roadmaps and architectures to support business objectives
- <u>Software-Defined Access (SDA)</u> Automate infrastructure based on one policy across the entire access network, as a single fabric
- <u>Enterprise Network Security</u> Reduce risk, gain deeper visibility, lower complexity, and reduce complexity
- <u>Software-Defined WAN (SD-WAN) Solutions</u> Help ensure a high-quality user experience at your branch offices while reducing costs and complexity
- <u>Wireless and Mobility</u> Solutions to meet the changing demands of Wi-Fi, Wireless, Mobile, and the Internet of Things (IoT). ConvergeOne's wireless capabilities include antennas, location services outdoor wire mesh, intrusion prevention and providing customized, reliable connectivity. Additional solutions and services include:
 - Location Services, Intrusion Prevention
 Among key wireless services are location services and intrusion prevention. Location services
 can track any device anywhere and can be integrated into multiple applications. Intrusion
 protection combines multiple trusted security technologies working in concert, providing
 unparalleled protection for an organization's critical information assets.
 - Access Points, Outdoor Wire Mesh
 Access points connect Wi-Fi devices to networks in a variety of wireless environments and support comprehensive connectivity for both indoor and outdoor environments.
 Secure wireless mesh for outdoor deployments provide a flexible, secure and scalable mesh platform for demanding outside environments. Designed for use in large metropolitan areas, the mesh solution can be deployed as an extension of a wired or wireless network.
- <u>Analytics and Assurance</u> Predict network performance by using machine learning to correlate user and application data with actionable insight
- <u>Adoption Services</u> Build and lead a team to both develop and deliver on the promise of digital transformation of business outcomes

Our Enterprise Networking presales and professional services teams take a consultative, outcomes-based approach to network design and implementation. This diverse team includes subject-matter experts, thought leaders, and industry veterans. ConvergeOne has 25 solution architects available to work with our customers to



design enterprise networking solutions. Our combined professional services engineering team is comprised of over 50 engineers, with deep expertise in deploying secure LANs, WANs, and wireless networks.

ConvergeOne K12 Expertise

ConvergeOne is a trusted partner to K12 school districts throughout the United States. Our SLED Practice includes industry leading expertise and perspective for our clients.

Now proudly providing solutions to over one million students in partnership with district leaders across the nation, ConvergeOne's dedicated K12 practice operates as a thought leader at the intersection of technology and pedagogy. It is our mission and focus to create comprehensive, sustainable solutions for educators through technology and we define our success by helping your teachers and students find theirs. Some examples of these solutions are:

- Centrally deployed and shared apps based on user needs
- Mobile learning technologies for improved instructor productivity and real-time student collaboration
- Unified Communications across vendors, supporting bring your own device (BYOD)
- Cloud-based apps to reach and engage more students regardless of their location
- Video and immersive, web-based collaboration technologies
- Web portal and presence applications
- Centrally deployed and shared apps based on user needs
- Mobile learning technologies for improved instructor productivity and real-time student collaboration
- Unified Communications across vendors, supporting bring your own device (BYOD)
- Cloud-based apps to reach and engage more students regardless of their location
- Video and immersive, web-based collaboration technologies
- Web portal and presence applications

Through an industry-innovating approach honored nationally by Intel, Cisco, Dell, and other solutions developers, ConvergeOne assesses a district's technology environment and aligns it to their strategic vision during cabinet-level workshops that start with the question: "What is your vision for x?" Extensive research and development of validated architectures for sustainable Network, Security & Compliance, Data Center, and Collaboration have led to the design of our Modern Classroom showcases in Ontario and Sacramento, CA, demoing digital transformation for students and educators.

ConvergeOne has built an unrelenting culture of excellence and personalized attention to K12 districts:

- Fiercely passionate about your students and organization
- Utilize an outcomes-focused methodology and foundational approach
- Analyze before prescribing with assessments and workshops
- Deep bench of expert technical design personnel on staff
- Highest level manufacturer partnerships and awards
- Three Best-in-class national network operations centers providing 24/7 support



The K12 specialists and technologists at ConvergeOne are proud of the work they do, providing hands-on support for district leaders achieving their vision for the classroom and the community. For Moreno Valley USD—and other districts—in California's Inland Empire, this has meant successful 1:1 Chromebook deployments and lifecycle redeployments in excess of 20,000+ devices in under two months for "demonstrable attendance improvement," where our 24/7 IT Lifecycle Services teams provisioned technology and carts, provided white glove enrollment, laser etching, asset tagging, insured warehousing, and strategic delivery of devices only when the campus was ready to receive them.

TECHNOLOGISTS FOR THE CLASSROOM

EDU architectures for helping districts execute on vision

- Modern Classroom Design
- EDU Security and Compliance
- 1:1 Device Initiatives
- Classroom Mgmt & Screen Sharing
- Career Technical Education
- Classroom Collaboration
- Voice & Cloud
- Physical, Social, & Cyber Safe Students
- Cyber Resilience & Business Continuity
- Ransomware Readiness
- Ubiquitous Access



As Intel's National Public Sector Partner of the Year and Cisco's SLED Partner of the Year for the West, we have built an unrelenting culture of excellence and personalized attention to K12 districts:

- Fiercely passionate about your students and organization
- Utilize an outcomes-focused methodology and foundational approach
- Analyze before prescribing with assessments and workshops
- Deep bench of expert technical design personnel on staff
- Consultants like Dr. Sally Chou with 30+ years of educational experience
- Highest level manufacturer partnerships and awards
- Three best-in-class national network operations centers providing 24/7 support



The K12 specialists and technologists at ConvergeOne are proud of the work they do, providing hands-on support for district leaders achieving their vision for the classroom and the community.



We have assisted districts with developing their security posture, including planning and execution for Identity Services Engine at Granite SD, a district of over 70,000 students and 82 campuses. Outside of Los Angeles, our K12 team empowered the leadership of Montebello USD to make the right and responsible decisions for their district through the design and delivery of an environment with security, sustainability, and real student outcomes aiming towards supporting 30,000+ simultaneous users. ConvergeOne launched a multi-phase approach with the Chief Business Officer (CBO) that identified and advised on severe gaps between the district's long-term, business-level vision and the reality of what they could achieve with their current infrastructure. Following a rich assessment and workshop process that differentiated us from five top-tier competitors, ConvergeOne leveraged product from nine manufacturers whose specializations and expertise would combine to deliver every element of an environment able to provide the following:

- District-wide attendance application for increased funding through accurate ADA
- Teacher mobility and ubiquitous connectivity for device readiness
- New distance learning and student initiatives

Whether bringing down the walls of a classroom through Video Conferencing for vibrant Career & Technical Education (CTE) conversations with subject matter experts in their place of work, or leveraging video for reduced costs in delivering meaningful Professional Development to teachers across the district, our engineers and K12 strategists can work with your teams to realize true solutions for your district based on real data. Our Foundations Assessment approach produces tens of thousands of pages of documentation about your environment that we distill to the relevant and actionable business-level information you need to make the right decisions.



ConvergeOne E-Rate

The ConvergeOne team has been responding to E-Rate Category 2 Internal Connections since Year One (1998) for a combined total of 48 years of experience. In addition, ConvergeOne sends members of our SLED and Public Sector Contracts teams to the yearly USAC/SLD training. Additionally, ConvergeOne employs the independent consulting firm, Funds For Learning, to ensure ConvergeOne maintains complete program compliance. For funding year 2021, ConvergeOne was the #2 E-Rate Partner providing Category 2 Internal Connections hardware, cabling, professional services and maintenance.

Partner Value

ConvergeOne's commitment to hire and retain only the best people is the reason why our company continues to grow at a double-digit pace. It's also the reason why we consistently receive exceptionally high marks on customer satisfaction surveys.

Our specialists average more than 21 years of experience and are responsible for the design and implementation of thousands of systems for companies in all industries. Their extensive experience covers the full spectrum of voice and data systems and a range of proven vendors.

Many of our product and design specialists have earned certifications from industry leaders such as Amazon Web Services, Aruba/HP, Avaya, Cisco, Dell Technologies, Fortinet, Genesys, HPE, IBM, Microsoft, Palo Alto, Pure Storage, Rubrik, and VMware. In fact, our staff has garnered more than 5,600 active, industry-recognized certifications. ConvergeOne continues to invest heavily in ongoing training and development to ensure that our professionals are always current on new technologies.

ConvergeOne Professional Services

We make it happen. Our vision is to empower our customers to harness the full potential of technology and achieve their desired business outcomes through best-in-class solutions delivered and supported by our team of certified experts. At ConvergeOne, our professional services approach supports the full project lifecycle, from solution design and validation through analysis, implementation, monitoring, and project management. We deliver customized and measurable results by integrating industry standards within existing environments and frameworks to reduce cost, mitigate risk and complexity, and improve organizational efficiency for our customers. We are deeply passionate about engineering and the role technology plays in solving business challenges. We revel in exploring and mastering cutting-edge solutions and strive for the highest levels of customer satisfaction in all that we do.

Services Delivery Methodology

ConvergeOne assigns a designated project management resource for each deployment. Our delivery assurance includes two-week SLA to project initiation. This resource provides a single point of contact for the customer, develops and maintains the project plan, and regularly tracks and reviews issues and actions necessary to complete the project. The project management resources provide the following:

- Conduct a Project kick-off meeting to review Project objectives, standard and project-specific installation services included in standard terms of service and SOW respectively, change control policy and verify Customer requirements and dates
- Coordinate Product delivery and perform inventory management for hardware and software that have been acquired and resolve any deficiencies in delivery
- Determine, identify and request Project resources and develop and maintain a Project schedule; Confirm pre-requisites are complete, provide oversight of ConvergeOne activities and act as a facilitator for issue resolution bound by the scope of the project



• Manage Project changes and confirm the Project's deliverables are completed

The ConvergeOne Project Manager will work with the District to develop a mutually agreed upon list of milestone dates. Key activities will be performed by both ConvergeOne and the District on or before the designated dates to ensure successful implementation.

ConvergeOne Project Delivery Process

- Initiation: The Initiation phase is the beginning of a project. The goal of this phase is to ensure that all requirements to begin the project have been met, provide initial communication to project stakeholders, allocate resources and schedule initial activities.
- Planning and Design: The Planning and Design phase is where the project plan, design, test plan and acceptance plan are developed. The goal of this phase is to ensure that all planning and documentation is complete and agreed upon by the customer stakeholders prior to beginning the implementation phase where the agreed upon plan and design will be executed.
- Implementation/Deployment: The Implementation/Deployment phase of the project is where the plan and design are executed. The goal of this phase is to implement the solution including the testing, acceptance and commissioning required to bring the solution into production.
- Configuration and Deployment: Configuration and deployment is the process of building the solution from both a system programming and physical installation perspective. This process is generally the longest portion of any project, where the bulk of the work is performed and varies the most from technology to technology and project size.
 - Close Out: The Close Out phase of the project is where final project deliverables are provided to the customer and/or the managed services team for the purpose of taking on day-2 support of the implemented solution. The goal of this phase is to transition project technical knowledge through discussion and documentation.
 - Project Acceptance: Project acceptance is requested once all project work is complete and transitioned to the customer and/or managed services. This is obtained by meeting with the project stakeholders in a project close out meeting and then presenting the project acceptance document via email.

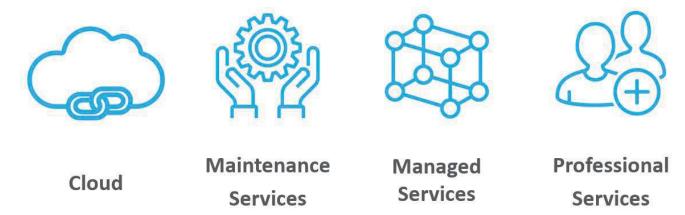
Professional Services Supports All ConvergeOne Practices

Core Practice Areas





Service Delivery Models



Manufacturer Certifications

ConvergeOne's commitment to hire and retain only the best people is the reason why our company continues to grow at a double-digit pace. It's also the reason why we consistently receive exceptionally high marks on customer satisfaction surveys.

Our specialists average more than 21 years of experience and are responsible for the design and implementation of thousands of communications systems for companies in all industries. Their extensive experience covers the full spectrum of voice and data systems and a range of proven vendors.

Many of our product and design specialists have earned certifications from industry leaders such as Avaya, Cisco, Genesys, IBM and Microsoft. In fact, our staff has garnered more than 5,600 active, industry-recognized certifications. ConvergeOne continues to invest heavily in ongoing training and development to ensure that our professionals are always current on new technologies.

ConvergeOne and Cisco

ConvergeOne is a Gold Partner with Cisco and has built the Collaboration and Data Center Practices' around the vision and strategy to become our customers' most strategic business partner by delivering Business Collaboration Architectures that are built on "best of breed" integrated voice, video and data products, services and software platforms that enable our customers' success and profitability. Our Collaboration Team consists of Video Solutions Architects (Cisco CTS, Tandberg, Polycom, Lync, WebRTC, Pexip), Collaboration, Voice and Storage Networking CCIEs. *Out of all 12,000 Cisco partners in the United States, ConvergeOne is one of only 10 to have achieved the highest authorizations for Data Center, Cloud, and Managed Services.*

By holding these Master Specializations, we demonstrate to our customers that we have the highest skill level and expertise in architectures across the entire Cisco portfolio.

 Master Specialized in Collaboration: This specialization indicates that we have reached the highest level for Cisco collaboration solutions and can help our customers communicate quickly and effectively, improve customer service, and save time and money.



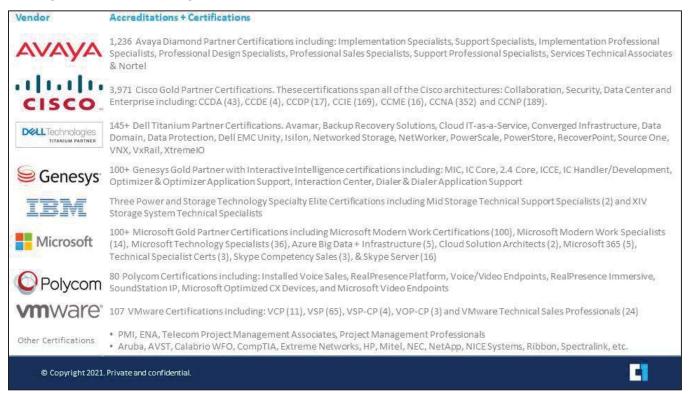
Gold Certified Solution Partner Master Specialized in Collaboration Advanced Customer Experience Specialized Master Specialized in Security

Master Specialized in Networking Master Specialized in Data Center and Hybrid Cloud



- Advanced Customer Experience Specialized: This specialization reflects our strong focus on customer experience and ability to deliver value-added services that help customers achieve their business outcomes and unlock the potential of digital transformation.
- Master Specialized in Security: This specialization ensures that our security expertise is current and that we are capable of providing security coverage to all aspects of our customers' networks so they remain protected from ever-evolving threats.
- Master Specialized in Networking: This specialization showcases our ability to bring customers into the digital age by building them the most secure and advanced network on the planet. Our in-depth knowledge allows us to take customers' business goals and translate them into network policies that give them context, visibility, and insight into their networks.
- Master Specialized in Data Center and Hybrid Cloud: This approach integrates the three pillars of cloud: cloud applications and services, data centers, and networks. It recognizes our capabilities to build and deploy cloud-ready data center infrastructures based on Cisco solutions.

ConvergeOne has the following additional certifications:



National Footprint

ConvergeOne's national headquarters is located in Bloomington, Minnesota with regional offices located in Miramar, FL, Montgomery, AL and Lawrenceville, GA. ConvergeOne provides a single point of contact to help you with any questions, problems, or technology needs — before, during and after implementation. Our inhouse team of ConvergeOne technical resources can be deployed to any School site. Our dedicated SLED team allows ConvergeOne to provide our K12 customers with a consistent, high quality result and a pleasant, customer focused experience.



Why ConvergeOne?

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 customers, it is not about how well someone sells you 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 customers like no one else.



When you choose ConvergeOne as your IT solutions and services 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 Leon County Schools.

b. The specific length of time the Proposer has provided similar services, and where services were provided;

ConvergeOne Response:

28+ years.

 Proposers shall identify any suspension, revocation, or review of the Proposer's licensure in the last five (5) years. Proposers shall also disclose any bankruptcies, judgements, or liens within the last five (5) years;

ConvergeOne Response:

Not applicable. ConvergeOne has not been under suspension, revocation or review of our licensing in the last five (5) years. Nor has ConvergeOne had any bankruptcies, judgments or liens within the last five (5) years.

d. Disputes: Proposers shall identify all contract disputes they (or their affiliates, subcontractors, agents, etc.) have had with any customer within the last three (3) years, relating to contracts under which they provided services similar in nature to those described herein. This shall include any circumstance involving the performance or non-performance of a contractual obligation that resulted in (i) identification by the contract customer that the Proposer was in default or breach of a duty under the contract or not performing obligations as required under the Contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against the Proposer as a result of the alleged default or defect in performance; or (iv) the assessment of any fines, liquidated damages, or financial consequences. Proposers must indicate whether the disputes were resolved and, if so, explain how they were resolved.

ConvergeOne Response:

Not applicable. ConvergeOne has not had any disputes relating to contracts.



e. Subcontractor Information: If the Proposer plans to use subcontractors to provide any performance under the Contract, the Proposer shall include detailed information for all subcontractors with whom it plans on contracting. This information shall be provided using Attachment VII, Subcontracting Form. This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective contract, the number of years the subcontractor has provided services, projects of similar size and scope to the Services sought via this RFP the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

ConvergeOne Response:

ConvergeOne will provide all hardware, software, manufacturer maintenance and professional services required in this RFP. We have engaged two subcontractors providing on-site field technician services as well as Low Voltage and Fire Alarm Contractor I services, as required.

Attachment VII: Subcontracting Form

The Proposer shall complete the information below on all subcontractors that will be providing services to the Proposer to meet the requirements of the Contract, should the Proposer be awarded. Submission of this form does not indicate the District's approval of such subContractor, but provides the District with information on proposed subcontractors for review.

Complete a separate sheet for each subcontractor.

Prime Proposer Name: <u>ConvergeOne, Inc.</u>

Type/Description of Goods or Service Subcontractor will provide:

ConvergeOne Response:

ConvergeOne will provide all hardware, software, manufacturer maintenance and professional services required in this RFP. We have engaged the following subcontractors to provide onsite professional services as well as Low Voltage and Fire Alarm Contractor I services, as required.



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Tab B: Experience and Organization

Subcontractor Company Name: Netview	FEIN	: 56-1978080		
Contact Person: Lance Goff	Contact Phone Number: 704.621.8173			
Address: 221 South Tryon Street, Suite 200, Charlott	Address: 221 South Tryon Street, Suite 200, Charlotte, NC 28202			
Email address: Lance.Goff@teamnetview.com				
Currently Registered as a Small Business with Leon County Schools?	Yes	No <u>X</u>		
Local Proposer?	Yes	No <u>X</u>		

In a job description format, identify the responsibilities and duties of the subcontractor based on the specifications or scope of services outlined in this solicitation.

ConvergeOne Response:

ConvergeOne will partner with Netview to provide onsite, field technician services, as requested.

About Netview

Netview specializes in Network Infrastructure, Telecom and Professional Services. We also successfully conduct multi-site, multi-service, and multi-technology deployments throughout North America. Our experience and results have earned us the trust of global organizations that need to minimize project costs and time while maintaining the highest quality. Netview boasts a lengthy portfolio of successful deployments, excellent project tracking and best practices. We are a CommScope certified implementation partner as well.

Netview is proud to be a certified Woman-owned Business Enterprise (MWBE). We are headquartered in Charlotte, NC and provide top quality service to some of the world's largest, most demanding organizations.

Network Services can include:

- Router/Switch Upgrades & Onsite Configuration
- LAN/WAN Design
- LAN/WAN Installations & Upgrades
- LAN/WAN Troubleshooting & Repair
- NOC Support
- Network Security
- Access Point Wiring & Installation



RFP 493-2022

Tab B: Experience and Organization

Subcontractor Company Name: JSC Systems Tallahass	see FE	IN: <u>59-1229041</u>			
Contact Person: Jamie Baker	Contact Phone Nur	mber: <u>850.656.1705</u>			
Address: 3644 Hartsfield Road, Suite A, Tallahassee, Fl	L 32303				
Email address: j.baker@jscsystems.net	Email address: j.baker@jscsystems.net				
Currently Registered as a Small Business with Leon County Schools?	Yes	No <u>X</u>			
Local Proposer?	Yes X	No			

In a job description format, identify the responsibilities and duties of the subcontractor based on the specifications or scope of services outlined in this solicitation.

ConvergeOne Response:

ConvergeOne will partner with JSC Systems to provide low voltage and Fire Alarm Contractor I services, as required.

About JSC Systems

JSC is one of the nation's largest and oldest independent firms specializing in the design, installation, and service of low voltage systems for all types of commercial facilities throughout the Southeast. While we have been a trusted source for implementing cost effective solutions for over fifty years, JSC is continuously evolving while striving to offer the absolute most advanced and effective products and services for our clients.

As a dedicated team of designers, system consultants, and certified technical professionals, along with a 24/7 emergency service team, we are available to address your need to communicate, secure, and protect both your facility and personnel.

Our experts can help with any type of design, installation, regular maintenance, and emergency service for systems including Fire Alarm, Mass Notification, Access Control, Audio Visual, Video Surveillance, Synchronized Clock, Pro Sound, Communications, Security, Intercom and Nurse Call.

JSC Systems has more than 120 employees serving offices in Jacksonville, Gainesville, Tallahassee, Orlando, Savannah, Columbia and Panama City, allowing us to provide high-quality service to locations across the Southeast.

We have a large customer base for our industry, as more than 10,000 facilities have come to JSC Systems for our business reputation, superior product delivery abilities, variety of product offerings and excellent on-site service.

We factory train and certify our team for expert installation, maintenance and inspections. Several team members have specialized certification for different low voltage and communication systems, including many NICET Certified personnel.

JSC Systems is a UL Certified alarm installer and is active in the National Fire Protection Association, the National Systems Contractors Association, and InfoComm International.



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

	partment of Business rofessional Regulation	HOME CONTACT US MY ACCOUNT
ONLINE SERVICES	LICENSEE DETAILS	10:52:00 AM 12/10/2021
	Licensee Information	
Apply for a License	Name:	MILHON, THOMAS LEE (Primary Name)
Verify a Licensee		JACKSONVILLE SOUND & COMMUNICATIONS (DBA Name)
View Food & Lodging Inspections	Main Address:	5021 STEPP AVE JACKSONVILLE Florida 32216
File a Complaint	County:	DUVAL
Continuing Education Course Search	License Location:	5021 STEPP AVE JACKSONVILLE FL 32216
View Application Status	County:	DUVAL
Find Exam Information	License Information	
Unlicensed Activity Search	License Type:	Certified Alarm System Contractor I
AB&T Delinquent Invoice & Activity	Rank:	Cert Alarm I
List Search	License Number:	EF20000375
	Status:	Current,Active
	Licensure Date:	06/04/2003
	Expires:	08/31/2022
	Special Qualifications	Qualification Effective
	Alternate Names	
	View Related License Information	1
	View License Complaint	
2601 Bla	ir Stone Road, Tallahassee FL 32399 :: Er	nail: Customer Contact Center :: Customer Contact Center: 850.487.1395
	The State of Florida is an AA/EEO emplo	oyer. Copyright 2007-2010 State of Florida. Privacy Statement
entity. Instead, contact the office effective October 1, 2012, license official communication with the lice	e by phone or by traditional mail. If you hav es licensed under Chapter 455, F.S. must pr ensee. However email addresses are public	Ir email address released in response to a public-records request, do not send electronic mail to this re any questions, please contact 850.487.1395. "Pursuant to Section 455.275(1), Florida Statutes, rovide the Department with an email address if they have one. The emails provided may be used for record. If you do not wish to supply a personal address, please provide the Department with an email ase see our Chapter 455 page to determine if you are affected by this change.



3. Staff Assignments and Certifications

The Proposer must provide experience resumes, certifications and licenses of the employees that will be providing the on-site services contemplated in this RFP.

ConvergeOne Response:

ConvergeOne structures our team around the National Account Manager (NAM), Justin Crook. The NAM is the primary point of contact for the District, with responsibility for the overall relationship. The NAM has a vast amount of resources within ConvergeOne that can be leveraged to support the District, including Engineers, Design Specialists, Managed Services Directors, and more. ConvergeOne's proven approach to supporting customers is to create a team dedicated to the customer to ensure consistent and timely support. We are very focused on providing abundant resources to support our accounts with the best possible customer 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 of 71. Client satisfaction, loyalty, and advocacy are at the center of the ConvergeOne corporate culture and are critical components in meeting our long-term objectives. Improving the ConvergeOne client experience in all areas of our business is our ultimate goal.

Justin Crook, National Account Manager

As a National Account Manager at ConvergeOne, Justin enables customers to achieve their business objectives by leveraging best-in-class technology solutions. Justin possesses a broad knowledge of solutions and technologies including the data center, network, unified communications, omni-channel contact centers and team collaboration. Justin has Sales and Technical training for communication and networking platforms including Avaya, Genesys, Cisco, Microsoft, and Poly. His over eight years of experience in the technology industry and over 16 years in account management has enabled Justin to become a strategic partner and trusted advisor to his customers. He believes in serving his customers and providing exceptional communication to ensure the best possible outcome.

Stephen Norton, Lead Solutions Architect

Stephen Norton is a Lead Solutions Architect for the Cisco portfolio and associated manufacturers with a particular focus on Data Center, Collaboration and Enterprise Networking. He has over 21 years' experience and his primary role is to ensure that the solutions that ConvergeOne proposes meets the technical and business requirements set forth by the customer. Throughout his career, Stephen has been a key contributor in developing and growing a Cisco line of business in several large companies. He joined ConvergeOne through acquisition in 2017 and has been part of the organization since 2015.

Responsibilities include:

- Identifying a customer's needs and translating the challenges / pain points into a technology solution designed to increase revenue, reduce expenses, or mitigate risk.
- Building technical relationship with our customers to ensure a clear picture of the top priority issues.
- Generating detailed designs that include bills of materials (BOMs) and Statements of Work (SOWs).
- Evaluation of new lines of business around Cisco products.
- Creating technical presentations to break down complex solutions into digestible bites.
- Providing support, mentoring and technical guidance for the sales and engineering teams.

Cisco certifications include:

- DCUCD998: Data Center Unified Computing Design Exam 642-998
- PAISESE: Introducing Cisco ISE for System Engineer Exam
- DCNSS: Data Center Networking Solution Sales
- CSE-4.0: Cisco Sales Expert 4.0 (#646-204)
- MCNS: Managing Cisco Network Security (#640-442 MCNS)
- PSDCUCAM: Cisco Data Center Unified Computing AM Exam (#650-987)
- DCUCD: Cisco Data Center Unified Computing Design Specialist
- ENDESIGN90: Designing Cisco Enterprise Networks exam 500-490
- CLT-820IoT: Essentials Partner Certification Technical (700-820)
- CLT-825IoT: Essentials Partner Certification Sales (700-825)
- DCUFD: Designing Cisco Data Center Unified Fabric Exam 642-996
- SPFA: Cisco Secure PIX Firewall Advanced (#9E0-571 CSPFA)

Inside Sales Representative (ISR) Program

The ISR Program provides a sales and relationship management professional who will work closely with the District and your ConvergeOne National Account Manager to understand and support your ongoing information technology needs. The highly trained and knowledgeable ISR will deliver ongoing, personalized service – contacting you on a regular, proactive basis and providing fast responses to your day-to-day requests for sales and other support. Benefits include:

- Expert support "above and beyond" from an ISR working with your ConvergeOne National Account Manager
- One number to call for all non-service-affecting issues, questions and requests
- Regular, proactive contact based on your needs
- Simplified support for quotes and sales orders, large or small
- Proactive notification of new offers that are a good fit for the District
- The inside track on educational opportunities webinars, white papers, demos and more

An ISR will take care of your needs on a day-to-day basis – supporting the District with services including but not limited to:

- Moves, Adds, and Changes (MAC)
- Time and Material (T&M) services
- Small system sales and system moves
- Upgrades
- Application additions
- System design and redesign



- Paging solutions/implementations
- Network sales/implementations
- Cabling projects
- Assessments
- Remote administration
- Training

Technical Resources

ConvergeOne technical resources are assigned to contracted projects when availability is assessed. All ConvergeOne technical personnel assigned to a project are experienced and certified in the proposed solution. An integral part of the "On-Boarding" process is to ensure a match of the skill sets of our technical resources with the project implementation. We currently have two ConvergeOne field technicians within close proximity to Leon County Schools. Upon contract award, ConvergeOne will provide contact information to Leon County Schools. A sampling of their skillsets is provided below:

Network Engineer I (Basic)

The Network Engineer I provides IT infrastructure engineering for data center and infrastructure upgrades, changes, troubleshooting, relocation and migrations specializing in advanced Cisco and other vendor solutions.

Essential Functions

- Deploys, migrates, and documents post-sales engagement with customers based on ConvergeOne best practices
- Assists in the delivery of support and services to customer's expectations as proposed
- Troubleshoots high end issues with networking and wireless infrastructures
- Assists in determining specific customer network requirements
- Assists in developing specific network and wireless solutions
- Assists in developing detailed implementation plans
- Follows up with Cisco TAC and other vendors for escalation issues
- Handles Change Management for customers
- Ensures availability for On-Call escalation

Qualifications

- Three-plus years of hands-on experience with network technologies
- Knowledge of high performance data center solutions, network infrastructure LAN/WAN, Switching, Routing, and enterprise wireless infrastructures
- Knowledge of Cisco Routers (ISR GEN1/2), Switches (including NEXUS and Catalyst Line), Security Appliances (ASA, IPS, MARS, NAC).
- Knowledge of WAN Circuits, MPLS, EIGRP, OSPF, BGP, RIP, FR/ATM, ACLs, TCP/IP, IPX



- Experience designing, implementing, and troubleshooting VLANs using CISCO equipment, to include intimate knowledge of Spanning Tree Protocol, VLAN Trunking Protocol, inter-VLAN routing, IPV6 and trunking with ISL and 802.1q
- Knowledge of VPN IPSec/SSL solutions and hands-on deployment experience
- Knowledge of Cisco IOS, NXOS, ASA and other technical configurations
- Experience with monitoring, alerting and management tools such as: ScienceLogic, Labtech
- Knowledge of Cisco's IP Telephony and wireless product line. Specifically how to provision networks for deployment of these technologies and how to secure them
- Nexus experience: 7K, 5K, 2K, 1K
- Security (ASA/PCI) experience
- Cisco Experience (4507s-vss, 3750s, Palo Alto, MPLS, VPLS, PSTN, LAN, and Riverbed
- Cisco Certified (CCNA/CCNP) in any discipline
- Cisco Security (ASA)
- IWAN Technology

Network II Engineer (Intermediate)

The Network Engineer II ensures the stability and integrity of data and voice networks. This is achieved by planning, designing, and implementing local area networks (LANs) and wide area networks (WANs) across the organization. In addition, the Network Engineer II participates with the installation, monitoring, maintenance, support, and optimization of all network hardware, software, and communication links. He/She will also analyze and resolve network hardware and software problems in a timely and accurate fashion and provide knowledge transfer where required.

Essential Functions

- Designs and deploys company LANs, WANs including routers, switches, firewalls, VPN concentrators, wireless, and other hardware
- Configures networks to ensure efficient and reliable operation for fulfilling business objectives and processes.
- Monitors network performance and troubleshoot problem areas as needed
- Creates and maintains documentation as it relates to network configuration, network mapping, processes, and service records
- Monitors ticketing queue, responds to incidents in a timely manner, documents solution
- Ensures network connectivity of all servers, workstations, and other network appliances
- Develops, implements, and maintains policies, procedures, and associated training plans for network administration, usage, and disaster recovery
- Conducts research on network products, services, protocols, and standards to remain abreast of developments in the networking industry
- Manages all network security solutions in accordance to industry best practices



- Provides guidance to junior members of the team
- Participates in after hours, on-call rotation as needed
- Notifies end users of planned network outages / maintenance, work with providers to understand impact and timeline of provider outages
- Provides backup coverage for other functions including systems administration, virtualization, storage, and telephony

Qualifications

- BS/BAs degree in IT or related field (Industry experience may be considered in lieu of degree)
- At least five years of experience in network technologies
- Network focused industry certifications such as Aruba, Cisco, Extreme Networks, F5, Juniper, Meru, Microsoft, or equivalent
- Proven experience with network capacity planning, network security principles, and general network management best practices
- Network monitoring tools such as SolarWinds, Paessler, or Splunk
- Disaster Recovery planning/testing
- High-level knowledge of Layer 2 and Layer 3 devices
- High-level knowledge of QoS, MPLS, Ethernet, VLAN's, routing protocols
- High-level knowledge in hardware troubleshooting
- High-level knowledge of Unified Communications/VoIP/SIP

Network Engineer III (Advanced)

The Network Engineer III position provides IT infrastructure engineering for Network and infrastructure upgrades, changes, troubleshooting, relocation and migrations specializing in advanced Cisco solutions.

Essential Functions

- Deploys, migrates, and documents post-sales engagement with customers based on ConvergeOne best practices
- Collaborates with world class network integrators
- Assists in the delivery of support and services to customer's expectations as proposed
- Participates in the design, implementation and administration of Cisco infrastructure and related solutions
- Troubleshoots high end issues with networking, security and wireless infrastructures
- Assists in determining specific customer network requirements
- Assists in developing specific network, security and wireless solutions
- Assists in developing detailed implementation plans
- Conducts architecture chalk talks and design concepts



Qualifications

- 10+ years of hands on experience n WAN/LAN/Wireless technologies
- Expert knowledge of high performance data center solutions, network infrastructure LAN/WAN, network security, and enterprise wireless infrastructures
- Expert knowledge of Cisco Routers (ISR GEN1/2), Switches (including NEXUS and Catalyst Line), Security Appliance (ASA, ISE, IPS, Prime MARS, NAC).
- Expert knowledge of WAN Circuits, MPLS, EIGRP, OSPF, BGP, RIP, FR/ATM, ACLs, TCP/IP, IPX
- Expert knowledge in designing, implementing, and troubleshooting VLANs using CISCO equipment, to include intimate knowledge of Spanning Tree Protocol, VLAN Trunking Protocol, inter-VLAN routing, IPV6 and trunking with ISL and 802.1q
- Expert knowledge of VPN IPSec/SSL solutions and hands-on deployment experience
- Expert knowledge of Load Balancing for Web systems and e-commerce uses
- Expert knowledge of Cisco IOS, NXOS and other technical configurations
- Experience with monitoring, alerting and management tools such as: Ethereal, Solarwinds, Orion Network Monitor, hp OpenView
- Hands on experience with wired/wireless ISE deployments, ASA, Firepower, AMP, Prime Infrastructure, Security posture assessment, and Security Policy generation
- Nexus experience: 9K, 7K, 5K, 2K, 1K
- Cisco Experience (4507s-vss, 3750s, 2960s, MPLS, VPLS, PSTN, LAN)
- Cisco CCIE, Route + Switch



TAB C: REQUIRED FORMS

Proposers shall complete the following forms:

- 1. The completed, notarized <u>Attachment II, Required Provisions Certification</u>, signed by the authorized representative who signs the above-mentioned cover letter;
- 2. Documentation from the Florida Department of Financial Services supporting active licensure as a Low Voltage and Fire Alarm I Contractor.
- Completed Application for Vendor Status*, and associated forms (<u>https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/FORMS/Application%20for%20Vendor%20Status-ACH%20forms%20FEB%202021.pdf</u>);
- 4. Attachment III, Notice of Conflict of Interest;
- 5. Attachment IV, Vendor Contact Information; and
- 6. The completed, notarized, Attachment VI, Preference Affidavit.
- 7. Attachment VIII, E-Rate Supplemental Terms and Conditions
- 8. Attachment IX, Drug Free Workplace Certification

*Please note, if the Vendor is already registered with the District, it does not need to submit another application.

ConvergeOne Response:

Please see the Required Forms on the following pages.



1. Attachment II: Required Provisions Certification

1. <u>Business/Corporate Experience</u>

This is to certify that the Proposer has at least five (5) years, within the last 10 years, of business/corporate experience in providing Network Hardware services to commercial or governmental clients, as described in this RFP.

2. Prime Vendor

This is to certify that the Successful Proposer will act as the Prime Contractor to the District for all services provided under the Contract(s).

3. <u>Meets Legal Requirements</u>

This is to certify that the Proposer's Proposal and all services provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

4. Business Licensing

This is to certify that the Proposer is currently properly licensed for provision of the services contemplated in this RFP and that the Proposer has disclosed in their Proposal all suspensions, revocations, reviews of licensing, bankruptcies, judgements, or liens in the last five (5) years.

5. <u>Federal Debarment</u>

This is to certify that the Proposer, nor its principles, is currently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.

6. <u>Conflict of Interest</u>

Per Section 1001.42(12)(i), F.S., this certifies that no member of the Leon County School Board or the Superintendent has any financial interest in the Proposer whatsoever.

7. Statement of No Inducement

This is to certify that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal with regards to this RFP. Furthermore, this is to certify that the Proposal contained herein is submitted in good faith and not subject to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non- competitive Proposal.

8. Statement of Non-Disclosure

This is to certify that neither the contents of this Proposal has been disclosed before award, directly or indirectly, to any other Proposer or any competitor.

9. Statement of Non-Collusion

This is to certify that the proposed costs in this Proposal have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such costs with any other Proposer or with any competitor and not to restrict competition.

10. Scrutinized Companies Certification

The Proposer certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Proposer certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in



business operations in Cuba or Syria. In compliance with Sections 287.135(5), F.S., and 287.135(3), F.S., the Proposer agrees the District may immediately terminate the resulting Contract for cause if the Proposer is found to have submitted a false certification or if the Proposer is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a bid or proposal for a contract, or intends to enter into or renew a contract with an agency or local governmental entity for commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel.

ConvergeOne Response:

In addition to the above, please see Appendix A: ConvergeOne E-Rate Sales Agreement.

By signing this certification below, the Authorized Representative affirms they have the authority to bind the Proposer and acknowledges and affirms the statements above.

STATE OF FLORIDA

David Garlich

Authorized Representative (Print)

Authorized Representative (Signature)

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [___] physical presence or [X] online notarization this <u>12th</u> day of <u>December</u>, 20<u>21</u>, by <u>David Garlich</u> (name of authorized representative) as Vice President (position title) for ConvergeOne, Inc. (Vendor Name).

Name of Notary (Typed, Printed, or Stamped)

Deborah Ł. Martin e Notary Public State of Florida Comm# HH126929 Expires 5/5/2025

(NOTARY SEAL)

Personally Known X OR Produced Identification _____ Type of Identification



2. Florida Department of Business & Professional Regulation

Florida	TE OF THE FLORIDA DEP. partment of Business rofessional Regulation	ARTMENT OF BUSINESS & PROFESSIONAL REGULATION HOME CONTACTUS MY ACCOUNT
ONLINE SERVICES	LICENSEE DETAILS	10:52:00 AM 12/10/2021
	Licensee Information	
Apply for a License	Name:	MILHON, THOMAS LEE (Primary Name)
Verify a Licensee		JACKSONVILLE SOUND & COMMUNICATIONS (DBA Name)
View Food & Lodging Inspections	Main Address:	5021 STEPP AVE JACKSONVILLE Florida 32216
File a Complaint	County:	DUVAL
Continuing Education Course Search	License Location:	5021 STEPP AVE JACKSONVILLE FL 32216
View Application Status	County:	DUVAL
Find Exam Information		
United and Anticity October	License Information	
Unlicensed Activity Search	License Type:	Certified Alarm System Contractor I
AB&T Delinquent Invoice & Activity List Search	Rank:	Cert Alarm I
List Search	License Number:	EF20000375
	Status:	Current,Active
	Licensure Date:	06/04/2003
	Expires:	08/31/2022
	Special Qualifications	Qualification Effective
	Alternate Names	
	View Related License Informatio	n
	View License Complaint	
2601 Bia		mail: Customer Contact Center :: Customer Contact Center: 850.487.1395 loyer. Copyright 2007-2010 State of Florida. Privacy Statement
entity. Instead, contact the office effective October 1, 2012, license official communication with the lic	es are public records. If you do not want yo e by phone or by traditional mail. If you ha es licensed under Chapter 455, F.S. must p ensee. However email addresses are public	ur email address released in response to a public/records request, do not send electronic mail to this we any questions, please contact 850.487.1398. "Pursuant to Section 455.275(1), Florida Statutes, rovide the Department with an email address if they have one. The emails provided may be used for precord. If you do not wish to supply a personal address, please provide the Department with an email ases see our Chapter 455 page to determine if you are affected by this change.



3. Application for Vendor Status

ConvergeOne is a current vendor with Leon County Schools. Our Vendor Key is CONVERGE000.



4. Attachment III: Notice of Conflict of Interest

Company Name: ConvergeOne, Inc.

Solicitation Number: RFP 493-2022

To participate in this solicitation process and comply with the provisions of Chapter 112.313, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Leon County School Board. Proposers shall complete either Section 1 or Section 2.

Section I

I hereby certify that no official or employee of the School Board requiring the goods or services described in these specifications has a material financial interest in this company.

Authorized Representative (Signature)

David Garlich

Authorized Representative (Print)

Section 2

I hereby certify that the following named Leon County School Board official(s) and employee(s) have material financial interest(s) (over 5%) in this company, and they have filed Conflict of Interest Statements with the Leon County Supervisor of Elections, before the Proposal Opening.

Authorized Representative (Signature)

Authorized Representative (Print)



Attachment IV: Proposer Contact Information 5.

The Proposer shall identify the contact information for solicitation and contractual purposes via the requested fields of the table below.

	For solicitation purposes, the Proposer's representative shall be:	For contractual purposes, should the Proposer be awarded, the Proposer's representative shall be:
Name:	Justin Crook	David Garlich
Title:	National Account Manager	Vice President
Street Address:	3350 SW 148 th Avenue, Suite 140	10900 Nesbitt Avenue South
City, State, Zip code	Miramar, FL 33027	Bloomington, MN 55437
Telephone: (Office)	954.239.1079	651.994.6800
Telephone: (Cell)	Single Number Reach	c/o Justin Crook, 954.239.1079
Email:	jcrook@convergeone.com	dgarlich@convergeone.com

December 13, 2021

ConvergeOne, Inc.

Company Name

41-1763228

David Garlich

Authorized Representative (Printed)

Authorized Representative (Signature)

Date

FEIN #



6. Attachment VI: Local Preference Affidavit

To qualify for the Local Vendor Preference, a Proposer must be physically located in Leon County (or an Adjacent County), employ at least one (1) person at that location, and have been licensed, as required, for at least six (6) months before the Proposal Opening. The Proposer, on a day-to-day basis, should provide the goods/services provided under this Contract substantially from the local business address. Post Office boxes are not acceptable for purposes of obtaining this preference.

The Proposer affirms that it is a local or Adjacent County Business, as defined by Board Policy 6450. Please complete the following in support of the self-certification:

Proposer Name:	
Address:	
County of Location:	
Phone to Local Location:	
Email:	
Length of Time at this Location:	
Is your business certified as a small business enter	erprise through Leon County Schools?

ConvergeOne Response:

Not applicable. ConvergeOne has regional offices located in Miramar, FL and Montgomery, AL.

STATE OF FLORIDA

David Garlich

Authorized Representative (Print)

Authorized Representative (Signature)

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [___] physical presence or [X] online notarization this <u>13th</u> day of <u>December</u>, 20<u>21</u>, by <u>David Garlich</u> (name of authorized representative) as <u>Vice</u> <u>President</u> (position title) for <u>ConvergeOne</u>, Inc. (Vendor Name).

Notary Signatu Notary Public State of Florida Comm# HH126929

Name of Notary (Typed, Printed, or Stamped)

(NOTARY SEAL)

Personally Known X OR Produced Identification _____ Type of Identification ____



7. Attachment VIII: E-Rate Supplemental Terms and Conditions

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced-price meals.

- 1. The project herein [is/may be] contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate.
- **2.** The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
- **3.** Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this ITN.
- Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <u>http://www.usac.org/sl/providers/step01/</u>
- Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the ITN is submitted. More information about obtaining an FRN may be found at this website: <u>https://fjallfoss.fcc.gov/coresWeb/publicHome.do</u>
- 6. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential Proposer found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed from Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html.
- **7.** Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2022.
- **8.** Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- 9. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Alternatively, if the District decides that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
- **10.** All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.



- 11. Service provider shall retain all documentation related to the purchase, payment, delivery and/or installation, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of 10 years from the last date of service.
- **12.** Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.
- **13.** Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.
- 14. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- **15.** No change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- **16.** The Service Provider acknowledges that all pricing and technology infrastructure information in its ITN shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- **17.** The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- 18. This offer is in full compliance with USAC's Free Services Advisory <u>http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx</u>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non- discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.
- 19. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the Vendor on an "Invoice Check" with the USAC http://www.usac.org/sl/applicants/step07/invoice- check.aspx
- **20.** Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <u>http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx</u>
- 21. By submitting a proposal on the requested services herein, the vendor certifies its proposed services and/or products comply with Part 47 Section 54.9 and 54.10 of the FCC rules which prohibits the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain. See https://www.usac.org/about/reports-orders/supply-chain/ for more details.

I, the undersigned, as an authorized agent of <u>ConvergeOne, Inc.</u> (Service Provider Name), hereby certify that I have read the E-Rate Supplemental Terms and Condition, am fully compliant and intend to cooperate with the E-Rate process as outlined above.

Signature:

Title: Vice President

Email: jcrook@convergeone.com

Phone Number: <u>954.239.1079</u>

Service Provider Name: ConvergeOne, Inc.



8. Attachment IX: Drug-Free Workplace Certification

The undersigned Proposer, in accordance with Florida Statue 287.087 hereby certifies that

ConvergeOne, Inc.

Name of Business

___does:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Paragraph 1.
- 4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature of Authorized Officer _	Dauffahl	
Date: December 13, 2021	0	



TAB D: SCOPE OF WORK

Section 2

2.3 Background

The District and the School Board were created under Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials, following relevant provisions of the Florida K-20 Education Code, Chapters 1000 – 1013, F.S. The Board consists of five (5) elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District provides a standard, traditional curriculum to a student body of approximately 33,000 students ranging from pre-kindergarten through the 12th grade. LCSB also provides adult education at a variety of facilities during regular and non-school hours. In addition to the standard curriculum, LCSB offers a variety of specialized technical training programs for the higher-grade levels. LCSB operates 48 schools, including elementary (K-5), combination (K-8), middle schools, high schools, an adult education center, and a technical college.

ConvergeOne Response:

Acknowledged.

2.4 Procurement Overview

Through this solicitation, the District is seeking competitive Proposals from licensed and experienced network hardware service providers.

The District will work with the Awarded Proposer(s) to execute one (1) or more contracts for services soon after the award of this RFP. Proposers must have the ability to begin the implementation of services if awarded, on or before July 1, 2022.

ConvergeOne Response:

Acknowledged.



2.5 Contract Term

We anticipate that the Contract(s) will commence within 120 days of award. The expected Contract term and options to renew are:

Description	Time Period
Initial term of the Contract	Three (3) years
Optional Contract Renewal Term(s)	Up to three (3) years, or portions thereof
Maximum term of the Contract	6 years

ConvergeOne Response:

Acknowledged.

2.6 Scope of Work

The District is seeking a qualified and experienced Contractor(s) to provide Network Hardware Materials, maintenance, design, and installation services and all related components required for a fully functional data communications infrastructure including:

- a. Adds, moves, and changes to the existing data communications infrastructure at schools and District offices;
- b. Installation of new communications infrastructure to support data, voice, and video at schools and District offices;
- c. Communications infrastructure in relocatable classrooms;
- d. Communications infrastructure in building renovations and additions; and
- e. Dedicated technician services.

The District's intent with this Contract is to, in accordance with E-rate guidelines, establish a "not to exceed" rate for Network Hardware equipment and services throughout the term of the Contract. All shipping and repair/return of items must be provided at no cost.

ConvergeOne Response:

Read and understood with clarification. It is our preference to assign the same technicians to maximize efficiency and familiarity with the customer. Technician dispatch will depend on availability. Information collected with implementation will be provided with each dispatch to ensure that the dispatched technician has access to site information and won't need to depend on the customer for navigation of the site.

2.6.1 ACCOUNT REPRESENTATION: The Contractor shall designate a Contractor Representative to serve as the single point of contact for communications with the District. The Contractor shall include the resume for all proposed staff, including the Contractor Representative with their Proposal.

ConvergeOne Response:

ConvergeOne structures our team around the National Account Manager (NAM), Justin Crook. The NAM is the primary point of contact for the District, with responsibility for the overall relationship.



As a National Account Manager at ConvergeOne, Justin enables customers to achieve their business objectives by leveraging best-in-class technology solutions. Justin possesses a broad knowledge of solutions and technologies including the data center, network, unified communications, omni-channel contact centers and team collaboration. Justin has Sales and Technical training for communication and networking platforms including Avaya, Genesys, Cisco, Microsoft, and Poly. His over eight years of experience in the technology industry and over 16 years in account management has enabled Justin to become a strategic partner and trusted advisor to his customers. He believes in serving his customers and providing exceptional communication to ensure the best possible outcome.

2.6.2 PERSONNEL: The Contractor shall provide experienced network technicians throughout the term of the Contract. Technicians must be capable of performing adds, moves, changes, and routine maintenance services on the District's current and future network infrastructure. The Contractor shall supply the technicians with all the appropriate equipment, tools, transportation, and training to properly install and maintain the District's network hardware in accordance with the RFP terms specifications and conditions.

ConvergeOne Response:

All ConvergeOne technical personnel assigned to a project are experienced and certified in the proposed solution. An integral part of the "On-Boarding" process is to ensure a match of the skill sets of our technical resources with the project implementation. Please see Tab B: Section 3, Staff Assignments and Certifications.

2.6.3 HARDWARE AND EQUIPMENT: All hardware shall be new and in sealed boxes. No refurbished, used, reconditioned or "grey market" equipment will be accepted. All equipment shall include a manufacturer's warranty. If proposing Cisco products, the equipment shall be eligible for Cisco Smart Net. All software will be the manufacturer's most current released version at the time of purchase. Contractor staff providing services at District locations shall travel in an official company vehicle, not a personal vehicle. Technicians dedicated to the District will require an assigned company vehicle furnished with all necessary tools daily.

ConvergeOne Response:

Clarification. ConvergeOne does not provide company vehicles for on-site engineers and field technicians. They are equipped with the necessary tools to complete the project defined through a Statement of Work.

2.6.4 EQUIVALENTS: Interested Proposers must submit requests for an approved equivalent item in writing to <u>purchasing@leonschools.net</u> before the deadline for Vendor questions, as specified in the Timeline of this RFP. The District will include all requested equivalent items and whether or not they are approved with the response to written questions, posted as an addendum to this RFP in accordance with Section 1.8.

ConvergeOne Response:

ConvergeOne submitted a Request for Equivalents which was approved by Leon County Schools in Addendum #1.



2.6.5 BALANCE OF LINE & OTHER GOODS/SERVICES: The Contractor shall provide other goods and services within the general scope of this RFP, as required by the District in the future, irrespective of their specific omission from this RFP. Pricing must be based on the applicable discount levels established on the Cost Proposal Form included in the initial RFP response.

ConvergeOne Response:

Read and understood.

2.6.6 ADDITION, DELETION, & SUBSTITUTION OF GOODS, SERVICES, & LOCATIONS: Over time, the District expects that the items listed on the Cost Proposal Form (Attachment I) will reach end of either their sale or support life. The Contractor shall propose in writing new alternative products that meet or exceed the operational functionality of the items listed in the RFP at the prices established in their Contract, for the District to review and approve. The District reserves the right to add or delete goods and services or service locations after Contract execution when it is in the District's best interest and within the general scope of this RFP. Pricing for added or modified items or locations shall be comparable to the prices awarded as a result of this RFP.

ConvergeOne Response:

Pricing is set by the manufacturer and will be provided to the District with all available discounts offered by the manufacturer. For products that meet the scope of the RFP but not specifically requested will be provided based on the Balance of Line & Other Goods/Services discount level included in the Cost Proposal.

2.6.7 WARRANTIES: A minimum one (1) year warranty shall apply to all Contractor furnished and installed parts, materials, supplies, and equipment, with the exception of wiring. Wiring, both copper and fiber, will carry a five (5) year warranty. The warranty shall cover the cost of any and all parts, materials, supplies, equipment, and related labor required to return the system to its proper working condition. Proposers shall describe their warranty policy period, exclusions, and acceptable warranty repair rate in their Proposals.

ConvergeOne Response:

All OEM warranties are a pass-through to the District. Please see <u>https://www.cisco.com/c/en/us/products/warranty-listing.html</u> for a description of warranties by product. Any professional services required as part of a warranty replacement will be leveraged through Cisco.

2.6.8 ORDER PLACEMENT & SHIPPING COSTS: The awarded Contractor will provide, as requested by authorized District staff, job estimates at no charge to the District. The Contractor must respond with a written quote/proposal, at or below the Contract pricing, within 10 business days. Any quote for work that is being done with E-Rate funding support is valid until the close of the associated Funding Request Number (FRN). Proposals/quotes for E-Rate-funded work must break out the E-Rate eligible and ineligible components.

The District will reach out and request a project quote, including project details and the site location. If necessary, the District will request that the Contractor meet with the District's Project Manager responsible for overseeing the project. The District will provide a general overview of the project to the Contractor on-site or verbally. The Contractor will then prepare a written proposal to include, but is not limited to:

- a brief description of work to be completed;
- number of labor hours estimated to complete the project; and



- material and equipment cost estimate including all costs associated with providing the requested products/services to the District. The quoted service fees for each piece of equipment shall:
 - o be shown as separate line-item charges,
 - o include the E-rate eligibility; and
 - be categorized as IC (Internal Connections) or BMIC (Basic Maintenance of Internal Connections).

Upon acceptance of the project proposal, the District will issue a purchase order (PO) and the Contractor will be requested to commence work on the project. At no time should work begin without an authorized PO. The timeframe of each project will be "as required" and at the direction of the assigned District Project Manager. The project will be deemed complete when the work has been reviewed and approved by the assigned District Project Manager, or designee.

ConvergeOne Response:

Project-related requests will be worked through the ConvergeOne National Account Manager (NAM), Justin Crook. ConvergeOne will provide the required technical resources to scope and price hardware, software and services to meet Leon County Schools requirements. Project Quotes are provided to Leon County Schools for review and acceptance and then orders are executed through the ConvergeOne NAM by providing a Customer P.O. and or/ signed quote and Statements of Work.

2.6.9 MANUFACTURING DELAYS: If the Contractor is unable to supply equipment or materials in compliance with this RFP, the Contractor shall furnish the District with a temporary solution at no cost so as not to delay a project.

ConvergeOne Response:

ConvergeOne continues to monitor the current supply chain issues and will notify the District of lead times when a project request is submitted. Current lead times are ranging from two weeks to six months, depending on the product. ConvergeOne can provide partial and expedited shipping at the District's request.

2.6.10 DOA/INSTALLATION FAILURE: The Contractor must immediately replace any equipment deemed to be defective at the time of installation without delay and at no cost to the District.

ConvergeOne Response:

Any equipment deemed to be defective at the time of installation will be replaced.

2.6.11 DOCUMENTATION: The Contractor shall provide full documentation on any equipment or system procured under this RFP to the District at no additional cost with 72 hours of request.

ConvergeOne Response:

Read and understood.

2.6.12 INSTALLATION OF GOODS & SITE CLEAN-UP: The Contractor shall deliver and install items within 30 days after receipt of a PO (unless alternate arrangements are agreed upon with the District). Work hours are to be coordinated with the individual site and the designated District Project Manager. The Contractor is responsible for removing all trash and debris to outside



garbage containers daily or as needed during the day. After project completion, the Contractor shall provide a complete clean-up of the rooms including vacuuming the floors, cleaning racks, panels, and boards, etc. and return the area to the condition it was in before work began. Workstation outlet location areas shall be cleaned on an on-going basis each time the Contractor completes work in an area.

ConvergeOne Response:

Read and understood.

2.6.13 PROTECTION OF WORK, PROPERTY & PERSONNEL: The Contractor shall guard against damage and loss to District property, and shall replace and repair any loss or damages. The District may withhold payment or make deductions, as it may deem necessary to ensure reimbursement for loss and damages due to the negligence of the Contractor. The Contractor shall take the necessary safety precautions to protect both District personnel and property while work is in progress, while also adhering to the project schedule.

ConvergeOne Response:

Read and understood.

2.6.14 **PROFESSIONAL SERVICES:** The District expects that certain professional services be provided at no additional cost to those indicated on the Cost Proposal Form. The services, if requested, may include: pre-sales engineering, product roadmap alignment, and strategic planning assistance, collaborative project planning. Other professional services must be made available to the District to meet its operational requirements at rates aligned to the services requested and negotiated by the District and the Contractor.

ConvergeOne Response:

As part of our presales services, ConvergeOne will provide presales engineering and strategic planning assistance. ConvergeOne Statements of Work for project requests will include hours for an assigned Project Manager at the rates provided in the Cost Proposal.

2.6.15 TRAINING & KNOWLEDGE TRANSFER: The Contractor shall provide training to the District at no cost, if requested, on the use of the equipment and systems procured under this Contract. As the Contractor performs routine installation or maintenance procedures on equipment purchased under this Contract, District staff may participate to become better acquainted with systems operations and maintenance.

ConvergeOne Response:

As part of ConvergeOne's Project Delivery Process, ConvergeOne will provide a customer knowledge transfer and transition meeting between the lead engineer(s) and the District IT representative to transition the project's technical knowledge. This meeting is used to review the project documentation, including the finalized design document and as built document. During this meeting, the lead engineer(s) will also demonstrate to District stakeholders how to perform basic system functions in the form of Moves, Adds, Changes and Deletes (MACD), for the purpose of day-to-day system operation. This meeting is not an in-depth training session, is not used to teach the customer the technology and is not a substitute for formal training. Upon request, formal training sessions can be scoped and priced in specific Statements of Work for individual projects.



2.6.16 AFTER-HOUR/EMERGENCY SERVICES: The Contractor shall provide a certified field technician/data engineer for after-hours emergency response to the District. The after-hours time frame is defined as the hours of 5:00 p.m. (ET) to 10 p.m. (ET), Monday through Friday, and 8:00 a.m. (ET) to 10:00 p.m. (ET) Saturday, Sunday, State holidays, and during any unplanned site closures. To ensure quick notification of emergency repairs, a certified Field Technician must be accessible at all times via cell phone. Pricing for this emergency technician service (hourly rate) will be in accordance with the Cost Proposal Form.

ConvergeOne Response:

After hours support is available through the Cisco Smart Net maintenance contracts on implemented hardware and software. The Cisco Technical Assistance Center is staffed 24x7x365.

ConvergeOne can provide on-site, field technician services that have been scoped through a Statement of Work. We currently have two ConvergeOne field technicians within close proximity to Leon County Schools. Upon contract award, ConvergeOne will provide contact information to Leon County Schools.

As an option, ConvergeOne can provide full-time, dedicated, on-site field technicians through our Staff Augmentation Services on a fixed fee basis. We can provide pricing upon request by Leon County Schools.

2.6.17 EMPLOYEE CONDUCT: The Contractor's employees and agents shall conduct themselves in a professional manner at all times and shall adhere to all rules and guidelines of the project site(s) and the District. Smoking or use of tobacco is NOT permitted on the project site(s). The Contractor shall not interface with school personnel, students, or make use of any school facilities without permission. The Contractor's employees working on-site must report to the School Administration Office to sign in each day. When working on a District construction site owned by a general contractor, all work must be coordinated with the general contractor so as not to impede the progress of any construction activity.

ConvergeOne Response:

Read and understood.

2.6.18 UNIFORMS: All Contractor staff providing services on-site are required to wear uniforms that include shirts with the company's name prominently displayed. All employees must remain fully clothed in appropriate business attire while on District premises.

ConvergeOne Response:

Read and understood. Any on-site engineers or technicians provided by ConvergeOne will carry ConvergeOne badges.



- **2.6.19 PROJECT TRACKING & PROGRESS REPORTING:** The Contractor, when requested, shall submit weekly progress reports to the District via e-mail that contain:
 - a. Work scheduled for the following week with estimated start dates;
 - b. Work completed during the week with actual completion dates; and
 - c. Unforeseen delays / obstacles, other comments.

ConvergeOne Response:

The ConvergeOne Project Manager assigned to individual projects will provide project status updates and reporting in the format/frequency requested by Leon County Schools.

2.7 Invoice and Payment

Upon project completion, the Contractor shall submit a final invoice to the assigned District Project Manager for approval as follows:

- a. Include all hours worked, per labor classification, and whether the work was considered regular or after hours;
- b. The hourly labor rates, whether at a regular or after-hour rate basis, shall be inclusive of all associated costs with the performance of these services including transportation, equipment, delivery, miscellaneous expenses, profit and overhead; and
- c. Balance-of-line materials and supplies shall include the proposed percentage mark-up rate over cost and copies of all related invoices.

The District's payment terms are net 30 days from receipt of a properly detailed and accurate invoice.

ConvergeOne Response:

Read and understood.

2.8 Performance Monitoring

The District may utilize any or all of the following methodologies in monitoring the Contractor performance under the Contract and in determining compliance with Contract terms and conditions:

- On-site reviews of work performed;
- Documentation/review of timely response to request for quotes;
- Documentation/review of timely response to project requests;
- Documentation/review of timely completion of projects as assigned.

The Contract Manager will provide a written monitoring report to the Contractor within three (3) weeks of a monitoring visit. Non-compliance issues identified by the Contract Manager will be described in detail to provide the Contractor the opportunity for correction, where feasible.

Within 10 calendar days of receipt of the District's written monitoring report (which may be transmitted by email), the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable), in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Contract Manager time frames for compliance shall not exceed 30 calendar days from the date of receipt of the monitoring report by the Contractor. CAPs that do not contain all information required shall be rejected by the Contract Manager in writing (email acceptable). The Contractor shall have 15 calendar days from the



receipt of such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified in the CAP, or as amended with prior approval of the District.

ConvergeOne Response:

Read and understood.

If deficiencies are not corrected within the approved timeframe, the District will impose a financial consequence of \$5,000 per day until corrected. The Contract Manager may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

ConvergeOne Response:

Exception. ConvergeOne does not pay liquidated damages



Appendix A

ConvergeOne E-Rate Sales Agreement



Sales Agreement

Agreement #

Date: DATE

SELLER: CONVERGEONE, INC. 10900 Nesbitt Avenue South Bloomington, MN 55437 CUSTOMER:

LEGAL ENTITY NAME STREET ADDRESS CITY/STATE/ZIP

This SALES AGREEMENT ("Agreement") is made and entered into as of the date indicated above ("Effective Date") by and between Seller and Customer and continues for one (1) year thereafter and may be renewed for one (1) year terms by mutual agreement of the Parties. Seller and Customer are each a "Party" to this Agreement and may collectively be referred to herein as the "Parties."

In consideration of the mutual undertakings herein contained, the Parties agree as follows:

- 1. Attachment A contains terms and provisions that are part of this Agreement and Attachment A is hereby herein incorporated by reference.
- 2. This Agreement shall apply to sales of the following to Customer:
 - a) All hardware, third party software, and/or Seller software (collectively, "Products"); and /or
 - b) All installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller ("Professional Services").
- 3. Seller will provide the Products and/or Professional Services to Customer as more fully described on a sales order ("Solution Summary"). Each Solution Summary shall be accompanied by an itemized list of all Products to be provided, together with the price to be charged therefor ("Solution Quote"). If Seller is to provide Professional Services to Customer, a Statement of Work ("Statement of Work" or "Scope of Work" or "SOW") shall accompany this Agreement. The Solution Summary shall reflect the price to be charged for such Professional Services.
- 4. Any amendment, supplement, or modification of any term or provision of this Agreement must be in a writing that is signed by authorized representatives of both Parties to this Agreement.
- 5. **PURCHASE PRICE**: The purchase price of the Products and/or Professional Services set forth in the Solution Summary, plus applicable tax and freight, shall be due thirty (30) days from the date of the invoice.
- 6. FINANCING OPTION: If Customer elects to lease the pertinent Products and/or Professional Services, Customer
 - a) Shall inform Seller of such election no later than the time that this Agreement is executed to avoid being liable for sales tax on the Products and/or Professional Services provided under the Solution Summary; and
 - b) May assign this Agreement to a financing company for the sole purpose of financing the Price, provided that Customer agrees that any such assignment shall not delay or relieve Customer of its duty to perform any of its obligations under this Agreement (including, but not limited to, liability for amounts owed under this Agreement). Customer further agrees that it shall not take any action, or refuse to take any action, that delays Seller's receipt of payment from Customer's financing company.
- 7. **PRODUCT RETURNS**: All configured orders, including hardware and software, are non-returnable. All software, regardless of whether such software is part of a configured order, is non-returnable. All authorized returns may be assessed a twenty percent (20%) restocking charge; provided, however, that Product returns based on warranty claims will not be assessed such restocking charge.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

CONVERGEONE, INC.	CUSTOMER:	LEGAL ENTITY NAME
	Signature:	
	Printed Name:	
	Title:	
	Date:	
		Signature: Printed Name: Title:

ARTICLE I – GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

1. **PRICE; PAYMENT; TAXES.** Customer agrees to pay the price of each Product and/or Professional Service described on a Solution Summary, together with freight, taxes, and any other itemized charges, fees, and costs (the "Price"). The currency to be used for payment of the Price is the United States Dollar. Except for breach by Seller, termination of this Agreement shall not affect Customer's obligation to pay the Price. If Customer is exempt from tax, Customer shall provide to Seller a valid tax exemption certificate at the time that this Agreement is executed. Customer agrees to indemnify and hold harmless Seller (i) from any and all liens, actions, or claims made by or on behalf of any tax authority in connections with any payment made to Seller, and (ii) for all costs incurred by Seller in connection with the foregoing (including, but not limited to, reasonable attorneys' fees). Interest on any past due obligation shall accrue at the rate of one and one-half percent (1½%) per month or at the maximum rate allowed by law, whichever is lower. All prices are exclusive of applicable taxes or other charges imposed by law.

2. **REMEDIES UPON DEFAULT.** In the event that Customer fails to pay according to the terms and provisions of this Agreement, or fails to perform any of its obligations pursuant to the terms and provisions of this Agreement, then Seller, at its option, may do any or all of the following: (i) upon notice to Customer, terminate this Agreement; (ii) regardless of whether this Agreement is terminated, suspend further performance under this Agreement; and (iii) retain, as an offset to Customer's liability for such default, all or a portion of the progress payments (if any) previously paid by Customer. Customer shall in any event remain fully liable for damages resulting from Customer's breach (including, but not limited to, all costs and expenses incurred by Seller on account of such breach, including costs of arbitration and reasonable attorneys' fees). The rights afforded Seller hereunder shall not be deemed to be exclusive but, instead, shall be in addition to any rights or remedies provided by law.

3. **INDEPENDENT CONTRACTOR.** Seller shall conduct its business as an independent contractor with respect to Customer. Seller will represent to third persons, to the public generally, and to all governmental bodies (including, but not limited to, federal, state, and local authorities) that the business conducted by Seller with respect to Customer is that of an independent contractor and that such is the sole relationship between the Parties. It is expressly understood that Seller is in no way considered the legal representative of Customer for any purpose whatsoever with respect to this Agreement. Customer shall deduct no income tax or other withholdings whatsoever from payments due to Seller.

4. **CUSTOMER COOPERATION.** Customer shall cooperate fully with Seller to facilitate performance of Seller's obligations hereunder, including the rendition of Professional Services and/or the installation of a Product. Customer shall dedicate such time, personnel, and resources as may be reasonably necessary to complete Seller's performance of Professional Services. Cooperation shall include the following: (a) Customer shall designate a coordinator at Customer's site with the knowledge and authority to make decisions with respect to all of Customer's operations in order for Seller to meet its obligations hereunder;

(b) Customer shall make available such data as is necessary to adequately test the Product(s) and/or Professional Service;

(c) If Customer is purchasing an application software solution, Customer shall be responsible for the operation of each CPU, conducting a back-up, performing all program translation, contacting all third-party vendors to confirm that existing hardware and software will be compatible with the new software, and processing any necessary changes;

(d) Customer shall provide full, free, and safe access to Customer's facilities to allow Seller to meet its obligations hereunder; and

(e) Customer shall provide the telephone numbers, network addresses, and passwords necessary for Seller to gain remote access to Customer's systems when necessary in connection with the performance of Professional Services.

5. FORCE MAJEURE. Seller shall not be liable for any loss, failure, or delay in furnishing a Product and/or providing Professional Services, resulting from any of the following: fires; explosions; floods; storms; acts of God; governmental acts, orders, or regulations; hostilities; acts of terrorism; civil disturbances; strikes; labor difficulties; machinery breakdowns; transportation contingencies; difficulty in obtaining parts, supplies, or shipping facilities; delays of carriers; or any other cause beyond the control of Seller.

6. **ARBITRATION.** Seller and Customer agree to submit any and all disputes (of whatever kind or nature, whether in law or in equity) arising out of the terms and provisions of this Agreement (including, but not limited to, determining the validity, specific enforcement, breach, or interpretation of this Agreement) to binding arbitration only, such arbitration to be conducted pursuant to the then-current Commercial Arbitration Rules of the American Arbitration Association and to be held before a single arbitrator at a location mutually agreeable to the Parties. The Parties shall be entitled to limited discovery under the Federal Rules of Civil Procedure. Notwithstanding the foregoing, in the event that third parties are necessary to achieve a just adjudication of the issues, either Party may commence a civil action in a court of competent jurisdiction having jurisdiction over all parties involved. The prevailing Party shall be entitled to recover from the non-prevailing Party its costs and reasonable attorneys' fees incurred in connection with any action or proceeding that arises from the terms and provisions of this Agreement. The Parties further agree that any monetary award may be reduced to judgment and docketed in any court of competent jurisdiction without objection and execution had thereon. This provision shall survive the termination of this Agreement. No arbitration or action, regardless of form, arising out of the terms and provisions of this Agreement may be brought or commenced by either Party more than one (1) year after the dispute, claim, or cause of action arose.

LIMITATION OF LIABILITY. THE ENTIRE LIABILITY OF SELLER (AND SELLER'S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, 7. AGENTS, AND AFFILIATES) AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY PROFESSIONAL SERVICE, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), SHALL BE (I) FOR FAILURE OF PRODUCTS DURING THE WARRANTY PERIOD, THE REMEDIES STATED IN ARTICLE II, SECTION 3 OF THIS ATTACHMENT A; (II) FOR DELAYS IN DELIVERY OR INSTALLATION (WHICHEVER IS APPLICABLE) OF MORE THAN THIRTY (30) DAYS BY CAUSES ATTRIBUTABLE SOLELY TO SELLER, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THIS AGREEMENT WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER THIS AGREEMENT; OR (III) FOR SELLER'S FAILURE TO PERFORM ANY OTHER MATERIAL TERM OF THIS AGREEMENT, IF SELLER DOES NOT CORRECT SUCH FAILURE WITHIN THIRTY (30) DAYS AFTER RECEIPT OF WRITTEN NOTICE ADDRESSING SUCH FAILURE, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THIS AGREEMENT WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER THIS AGREEMENT. SELLER SHALL IN NO CASE BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES OF ANY KIND; LOST, CORRUPTED, MISDIRECTED, OR MISAPPROPRIATED DATA; NETWORK DOWNTIME; INTERRUPTION OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OR NON-PERFORMANCE OF THE PRODUCTS OR USE BY CUSTOMER; CHARGES FOR COMMON CARRIER TELECOMMUNICATIONS SERVICES; COST OF COVER; OR CHARGES FOR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS ("TOLL FRAUD")). THE PREVIOUS SENTENCE APPLIES REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. NON-SOLICITATION OF EMPLOYMENT.

(a) Seller shall not solicit for employment, either directly or indirectly, employees of Customer during the term of this Agreement, or for a period of twelve (12) months thereafter; provided, however, that Seller may hire employees of Customer if such employees initiate contact with Seller (e.g., a response to general employment advertisements of Seller). If Seller violates this provision, Seller will pay to Customer an amount equal to the amount of the total potential compensation for the first twelve (12) months for the employee of Customer that has been hired. Seller shall pay such amount to Customer on the date that is thirty (30) days after the employee accepts an offer of employment from Seller.

(b) Customer shall not solicit for employment, either directly or indirectly, employees or subcontractors of Seller during the term of this Agreement, or for a period of twelve (12) months thereafter; provided, however, that Customer may hire employees or subcontractors of Seller if such employees or subcontractors initiate contact with Customer (e.g., a response to general employment advertisements of Customer). If Customer violates this provision, Customer will pay to Seller an amount equal to the amount of total potential compensation for the first twelve (12) months for the employee or subcontractor of Seller that has been hired. Customer shall pay such amount to Seller on the date that is thirty (30) days after the person accepts an offer of employment from Customer.

9. MISCELLANEOUS.

(a) **Merger.** This Agreement constitutes the entire agreement between Seller and Customer with respect to the subject matter described herein, superseding all prior and contemporaneous correspondence between the Parties.

(b) **No Assignment.** This Agreement shall not be assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that in any assignment of this Agreement, both the assignor and the assignee are jointly and severally liable under this Agreement for any outstanding obligations of the assignor that are due as of the date of the assignment.

(c) **Notices.** All notices shall be in writing and shall be delivered in person or sent by facsimile or U.S. Mail, postage prepaid, to the address of the other Party as set forth in this Agreement or to such other address as a Party shall designate.

(d) **Acknowledgment and Authority.** By execution hereof, the signers hereby certify that they have read this Agreement and these terms, understand them, and agree to all terms and provisions stated herein. In addition, Seller and Customer warrant to each other that each respective Party and its respective signatory have the full right, power, and authority to execute this Agreement.

(e) **Secrecy and Confidentiality.** Each Party covenants and agrees on behalf of itself, its officers, directors, employees, and agents as follows: (i) all information obtained from a Party (including, but not limited to, customer lists, customer-sensitive information, business practices and operations, pricing and financial information, product plans and designs, and configurations and layouts) is secret, proprietary, and confidential; (ii) such information shall be neither disclosed to others nor used for any unauthorized purpose; and (iii) each Party shall use its best efforts to return such information to the other Party upon termination of this Agreement. This provision does not apply to such information that (a) was in the possession of a Party before disclosure to such Party by the other Party; (b) becomes a matter of public record through no fault of a Party; or (c) is released by or at the direction of the Party that originally disclosed such information to the other Party.

(f) **Waiver.** If either Party fails to enforce any right or remedy available under the terms and provisions of this Agreement, such failure shall not be construed as a waiver of any right or remedy with respect to that breach or any other breach or failure by the other Party. Rather, any waiver of a Party's rights or remedies available under the terms and provisions of this Agreement must be in a writing that is signed by the Party against whom enforcement is sought.

(g) **Severability.** In the event that any term or provision of this Agreement is held to be illegal, unenforceable, or invalid, the remaining terms and provisions hereof shall remain in full force and effect.

(h) **Survival of Terms.** Notwithstanding any termination or expiration of this Agreement, all rights and remedies available to the Parties and all terms and provisions of this Agreement that are not performed or cannot be performed during the term of this Agreement shall survive the termination or expiration of this Agreement.

(i) **Governing Law.** The laws of the jurisdiction where the Products and/or Professional Services are to be provided (including, but not limited to, the Uniform Commercial Code as adopted in that jurisdiction) apply to all Products and/or Professional Services provided under the terms and provisions of this Agreement, without reference to such jurisdiction's conflicts of law principles.

(j) **Counterparts and Electronic Signature.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one (1) and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by one (1) Party to the other Party. The receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

(k) **Change-in-Control.** In the event that Seller is acquired, sold, or dissolved (a "Change-In-Control"), Customer may cancel this Agreement, provided however, that Customer must: (i) pay all outstanding invoices and pay for all Product(s) delivered and not invoiced; (ii) pay for all Products ordered which orders cannot be cancelled at the time of notice of cancellation without cost or other liability; and (iii) pay for all Professional Services rendered up to and including the of date of notice of cancellation.

(I) **Cancellation for Convenience.** Customer shall have the right to cancel this Agreement for convenience, with no penalty, at any time prior to an order being placed by the Customer with Seller.

(m) **E-Rate Program.** If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (commonly referred to as the "E-Rate Program"), the E-Rate Program requirements of the Universal Service Administrative Company (USAC) will apply, in addition to all other terms and conditions of this Agreement. Some basic E-Rate Program requirements include, but are not limited to:

- i. The Parties recognize that the E-Rate funding year commences on July 1 and continues through June 30 of each year (a "Funding Year").
- ii. Products purchased by Customer pursuant to this Agreement may not shipped prior to April 1 and may not be invoiced prior to July 1 of the current Funding Year.
- iii. Add on manufacturer warranty services (e.g., maintenance services) that run outside of the current Funding Year must either be applied to the next Funding Year or be 100% billable to the Customer.
- v. RAL and service substitutions must be completed before order processing can commence for shipments.
- If requesting Service Provider Invoicing (SPI) on a Form 474, order processing may commence only after a Form 486 has been approved by USAC.
- vi. If purchasing multi-year contracts for manufacturer warranties, software subscriptions, etc., a Form 471 must be filed by Customer for each Funding Year occurring during the multi-year contract term.
- vii. Manufacturer warranty services need to be listed as basic maintenance or an appeal will need to be filed to correct invoicing on approved Forms 471.

 viii. If a Form 486 has not been timely filed by Customer within 120 days following receipt of USAC's Funding Commitment Decision Letter, ConvergeOne reserves the right to invoice Customer in full for the Products and Services purchased under this Agreement .
 ix. If during USAC auditing process, USAC determines eligibility percentage has decreased, ConvergeOne reserves the right to invoice Customer for the difference between the originally approved percentage and the decreased percentage per USAC terms and conditions.

ARTICLE II – ADDITIONAL TERMS AND CONDITIONS SPECIFIC FOR PRODUCTS AND PROFESSIONAL SERVICES

1. **TITLE; RISK OF LOSS.** Title, ownership, and risk of loss of hardware sold pursuant to the terms and provisions of this Agreement shall pass to Customer upon delivery to Customer. Title and ownership of software delivered to Customer pursuant to the terms and provisions of this Agreement shall remain solely with its licensor. Risk of loss of software delivered to Customer pursuant to the terms and provisions of this Agreement shall pass to Customer upon delivery to Customer.

2. **SECURITY INTEREST.** Seller reserves a purchase money security interest in and to the Products (together with the cost of any Professional Services related thereto) sold hereunder as security for performance of Customer's obligations. Seller may file the Agreement (together with any attachments thereto) to perfect such interest.

3. WARRANTIES; DISCLAIMERS; SOFTWARE LICENSES. Seller represents and warrants that, immediately prior to the sale of a Product to Customer, Seller will be the lawful owner thereof, free and clear of any liens and encumbrances (other than those that may arise under the terms and provisions of this Agreement). In addition, Seller represents and warrants that Seller has the full right, power, and authority to sell, deliver, or provide the Product to Customer.

a) **Product Warranties.** Products are warranted to Customer either directly by the original equipment manufacturer ("OEM") or by Seller.

1) **Direct OEM Warranty.** Customer receives the OEM's warranty in effect at the time of delivery with respect to hardware purchased and/or software licensed hereunder. Except for the warranties of title and rightful transfer, the OEM warranty is Customer's sole warranty with respect to such items. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO OEM PRODUCTS.

2) Indirect OEM Warranty. If Customer does not receive the Product warranty directly from the OEM, then Seller warrants the Products to Customer to the same extent and term as the OEM warrants the Products to Seller. Upon request, Seller will provide such warranty information to Customer. Except for the warranties of title and rightful transfer, the OEM warranty is Customer's sole warranty with respect to such items. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO OEM PRODUCTS.

3) Seller Warranty for Refurbished Products.

i) Products refurbished by Seller are warranted for a term of one (1) year from either (i) the date of Product delivery if the Product is installed by Customer; or (ii) the date of Product installation if the Product is installed by Seller.

ii) This warranty does not extend to Products or Product components that have had their serial numbers, date of manufacturing, or OEM labels removed, defaced, or altered, nor does this warranty cover any of the following: counterfeit parts; repair for damages to Products or Product components; or malfunctions caused by (i) misuse, neglect, power failures, power surges, lightning, fire, flood, or accident; (ii) use of products or facilities supplied by others; (iii) failure to follow installation, operation, or maintenance instructions; (iv) failure to permit remote access; or (v) force majeure conditions specified in Article I, Section 5 of this Attachment A.

(b) **Professional Services Warranty.** Professional Services are warranted for thirty (30) days from the date on which such Professional Services are completed. Professional Services will be performed in a good and workmanlike manner by qualified personnel.

(c) **Warranty Procedures and Disclaimers.** The terms and provisions of this Article II, Section 3(c) apply to all Products and Replacement Products provided hereunder.

1) If a Product or a Replacement Product does not conform to the Product warranty during the warranty period, Customer shall promptly notify Seller in writing of such non-conformance, which shall be stated in detail sufficient to describe both the problem and its symptoms. Seller or the OEM (as the case may be), at its option, will either (i) repair the Product so that the Product conforms to the Product warranty; or (ii) replace the Product with a Product that conforms to the Product warranty ("Replacement Product"). Replacement Products are warranted as outlined above for the remainder of the original applicable Product warranty period. Replaced Products become the property of Seller. Seller will not charge Customer for the Replacement Product. Seller, however, may charge Customer for the time that is incurred to diagnose the problem and to repair or replace the Product, if the problem is not covered by the Product warranty.

2) THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH SELLER DISCLAIMS AND ARE EXCLUDED. SELLER DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE IMMUNE FROM OR WILL PREVENT EITHER FRAUDULENT INTRUSION OR UNAUTHORIZED USE. SELLER WILL NOT BE RESPONSIBLE FOR UNAUTHORIZED USE (OR CHARGES FOR SUCH USE) OF COMMON CARRIER TELECOMMUNICATIONS SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS (TOLL FRAUD). UNLESS OTHERWISE AGREED IN THIS AGREEMENT, CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT CUSTOMER'S NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION.

3) If the Products are to be used either on or to support Telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) facilities, Seller requires that a network assessment be performed prior to installation to determine network performance, reliability, and security. In the event that Customer either refuses to authorize a pre-installation network assessment or fails to follow Seller's reasonable recommendations after Seller performs the network assessment, and if performance problems are encountered and determined to be associated with network performance, reliability, or security issues, Customer shall be solely responsible for all costs associated with a post-installation network assessment and network reconfiguration.

(d) **Software Licenses.** Customer agrees that it has read, understood, and will abide by the terms and provisions of the software license(s) pertinent to the Products provided hereunder. Such software licenses may be found on the Internet at http://convergeone.com/support/end-user-license-agreements-and-product-warranties/. Seller Software licenses, as identified in the pertinent Solution Summary, may be found in the Statement of Work corresponding to the pertinent Solution Summary.

4. **PROFESSIONAL SERVICES AND TIMING.** Professional Services not specifically itemized are not provided. CUSTOMER IS SOLELY RESPONSIBLE FOR SYSTEM BACK-UP PRIOR TO COMMENCEMENT OF PROFESSIONAL SERVICES OR INSTALLATION OF A PRODUCT.

Exhibit B

A ConvergeOne Solution for

LEON COUNTY SCHOOLS NETWORK HARDWARE EQUIPMENT AND SERVICES (E-RATE) RFP 493-2022 | COST PROPOSAL ORIGINAL



JUSTIN CROOK 954.239.1079 | jcrook@convergeone.com



10900 Nesbitt Avenue South Bloomington, MN 55437 www.convergeone.com



A CONVERGEONE SOLUTION FOR

LEON COUNTY SCHOOLS

NETWORK HARDWARE EQUIPMENT AND SERVICES (E-RATE) RFP 493-2022 | COST PROPOSAL

Presented By:

Justin Crook

National Account Manager 954.239.1079 jcrook@convergeone.com

December 14, 2021





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 55% of Fortune 100 + 41% 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 | Lifecyle 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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ConvergeOne Appendices

Appendix A: Cisco Catalyst 9120AX Series Data Sheet

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COST PROPOSAL

Each Proposer shall complete and submit the Cost Proposal Form provided as Attachment I, indicating pricing for the equipment and services as detailed. The Cost Proposal Form shall **NOT** be included in the Proposer's Technical Reply. The Cost Proposal Form shall be provided in a separate, sealed envelope. This envelope may be included in the shipping package with the Proposer's Technical Replies; however, it must be separately sealed within the package. While factors that contribute to cost may be discussed in the Respondent's Reply, actual pricing shall only be included in the Cost Reply. Inclusion of price information in the Technical Reply may result in finding the Reply non-responsive.

ConvergeOne Response:

Read, understood and comply. Please see Attachment I: Cost Proposal Form on the following pages.



Attachment I: Cost Proposal Form

RFP No. 493-2022 Network Hardware Equipment and Services (E-Rate)

Α.	Consulting Services	Network Architect	Hourly Rate	
	Engineering services to	Basic	94.00	
	design, configure, install, and repair network	Intermediate	125.00	
	infrastructure hardware.	Advanced	163.00	
		Total Labor Rate (sum of #1 - #4)	382.00	
	Part Number	Part Description	Cost Proposal	
В.	CISCO (or approved equiv	valent)	· · ·	
1.	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	3,227.06	
	C9200L-48P-4X-EDU			
2.	C9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials, 48-port, 3 Year Term license	496.81	
3.	C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	582.06	
4.	C9200L-24P-4X-E C9200L-24P-4X-EDU	Catalyst 9200L 24-port PoE+, 4 x 10G, Network Essentials	1,869.70	
5.	C9200L-DNA-E-24-3Y	C9200L Cisco DNA Essentials, 24-port, 3 Year Term license	270.58	
6.	C9200-48P-E C9200-48P-EDU	Catalyst 9200 48-port PoE+, Network Essentials	2,869.97	
7.	C9200-24P-E C9200-24P-EDU	Catalyst 9200 24-port PoE+, Network Essentials	1,366.23	
8.	C9200-NM-4X=	Catalyst 9200 4 x 10G Network Module	822.64	
9.	C9200-STACK-KIT= C9200-STACK-KIT	Cisco Catalyst 9200 Stack Module	582.06	
10.	SFP-10G-LRM= SFP-10G-LRM-AO	G-LRM= 10GBASE-LRM SFP Module		
11.	SFP-10G-LR-S= SFP-10G-LR-S-AO	10GBASE-LR SFP Module, Enterprise-Class	145.80	
12.	C9200-DNA-E-48-3Y	C9200 Cisco DNA Essentials, 48-port - 3 Year Term License	496.81	
13.	C9200-DNA-E-24-3Y	C9200 Cisco DNA Essentials, 24-Port, 3 Year Term License	270.58	
14.	AIR-AP2802I-B-K9 C9120AXI-B-EDU* EDU-DNA-E-3Y	802.11ac W2 AP w/CA; 4x4:3; Int Ant; 2xGbE B Cisco Catalyst 9120AX Access Point, internal antennas; Wi-Fi 6; 4x4:4 MIMO, B Domain DNA Essential Term License for Edu SKUs 3-Year	811.76	



		99.80
 GLC-SX-MMD= GLC-SX-MMD-AO	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	23.76
GLC-TE= GLC-TE-AO	1000BASE-T SFP transceiver module for Category 5 copper wire	38.88

ConvergeOne Response:

Regarding Line 14, the Wireless Access Point is end of sale in May 2022 and therefore we have provided the replacement product, C9120AXI-B-EDU. Please note that this AP does require attachment of EDU-DNA-E-3Y on initial purchase. Please see Appendix A: Cisco Catalyst 9120AX Series Data Sheet.

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	Part Number	Part Description	Cost Proposal
C.	MERAKI (or approved equ		
17.	MR46-HW	Meraki MR46 Wi-Fi 6 Indoor AP	707.51
18.	LIC-ENT-5YR	Meraki MR Enterprise License, 5YR	199.32
19.	MS225-48FP-HW	Meraki MS225-48FP L2 Stck Cld-Mngd 48x GigE 740W PoE_Switch	3,859.16
20.	LIC-MS225-48FP-5YR	Meraki MS225-48FP Enterprise License and Support, 5YR	584.65
21.	MS225-24P-HW	Meraki MS225-24P L2 Stck Cld-Mngd 24x GigE 370W PoE Switch	2,417.52
22.	LIC-MS225-24P-5YR	Meraki MS225-24P Enterprise License and Support, 5YR	365.41
23.	MA-CBL-40G-50CM MA-CBL-40G- 50CM-AO	Meraki 40GbE QSFP Cable, 0.5 Meter	35.64
24.	MA-CBL-40G-1M MA-CBL-40G-1M-AO	Meraki 40GbE QSFP Cable, 1 Meter	37.80
25.	MA-SFP-10GB-LRM MA-SFP- 10GB-LRM-AO	Meraki 10G Base LRM Multi-Mode	145.80
26.	MA-CBL-TA-1M MA-CBL-TA-1M-AO	Meraki 10 GbE Twinax Cable with SFP+ Modules, 1 Meter	21.60
27.	MA-SFP-1GB-SX MA-SFP-1GB-SX-AO	Meraki 1000Base SX Multi-Mode	23.76
28.	MS425-16-HW	Meraki MS425-16 L3 Cld-Mngd 16x 10G SFP+ Switch	6,955.36
29.	LIC-MS425-16-5YR	Meraki MS425-16 Enterprise License and Support, 5YR	1,094.10
	Part Number	Part Description	Cost Proposal
D.	POTENTIAL FUTURE MEI	RAKI SKU'S (or approved equivalent)	
30.	MS250-48FP-HW	Meraki MS250-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE_Switch	5,176.60
31.	LIC-MS250-48FP-5YR	Meraki MS250-48FP Enterprise License and Support, 5YR	783.97
32.	MS250-24P-HW	Meraki MS250-24P L3 Stck Cld-Mngd 24x GigE 370W PoE Switch	3,222.62
33.	LIC-MS250-24P-5YR	Meraki MS250-24P Enterprise License and Support, 5YR	489.43
34.	MS425-32-HW	Meraki MS425-32 L3 Cld-Mngd 32x 10G SFP+ Switch	10,929.86
35.	LIC-MS425-32-5YR	Meraki MS425-32 Enterprise License and Support, 5YR	1,718.53
36.	MS450-12-HW	Meraki MS450-L3 Stack Cld-Mngd 12x40GE Aggregation Switch	10,284.45
37.	LIC-MS450-12-5YR	Meraki MS450-12 Enterprise License and Support, 5 Year	1,649.88
38.	MA-SFP-1GB-LX10	Meraki 1000Base LX10 Single-Mode	25.92



	MA-SFP-1GB- LX10-AO		
39.	MA-SFP-10GB-LR	Meraki 10G Base LR Single-Mode	145.80
	MA-SFP-10GB-LR-AO		
40.	MA-SFP-10GB-SR	Meraki 10G Base SR Multi-Mode	81.00
	MA-SFP-10GB-SR-AO		
41.	MA-SFP-10GB-ZR	Meraki 10G Base ZR Module	858.60
	MA-SFP-10GB-ZR-AO		
42.	MA-CBL-TA-3M	Meraki 10 GbE Twinax Cable with SFP+ Modules, 3 Meter	28.08
	MA-CBL-TA-3M-AO		
43.	MA-CBL-TA-1M	Meraki 10 GbE Twinax Cable with SFP+ Modules, 1 Meter	21.60
	MA-CBL-TA-1M-AO		
		Total Material Rate (sum of #1 - #43)	65,984.27
	Balance of Line	Unit of Measure	Unit Price
44.	Balance of Line (all other related goods and services within the scope of the RFP)	Invoiced cost plus % markup	3%

Vendor Acknowledgment

I certify that this Proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. The person signing below acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contractual agreement with the School Board of Leon County for the purposes as proposed and described herein. Please sign below where required.

ConvergeOne, Inc.

Company Name

David Garlich

Authorized Reposer ative Name (Printed)

Authorized Representative Signature

41-1763228

FEIN

Vice President

Authorized Representative Title

December 13, 2021

Date



Appendix A

Cisco Catalyst 9120AX Series Data Sheet

IIIIII CISCO The bridge to possible

Data sheet Cisco public

Cisco Catalyst 9120AX Series Access Points

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The Cisco[®] Catalyst[®] 9120AX Series Access Points are the next generation of enterprise access points. They are resilient, secure, and intelligent.



We are more dependent on our wireless networks than ever before. Additional devices connect to the network every year, and the Cisco Catalyst 9120AX Series Access Points will provide a seamless experience anywhere for everyone. Going beyond the Wi-Fi 6 (802.11ax) standard, the 9120AX Series provides integrated security, resiliency, and operational flexibility as well as increased network intelligence.

Extending Cisco's intent-based network and perfect for networks of all sizes, the Cisco Catalyst 9120AX Series scales to the growing demands of IoT while fully supporting the latest innovations and new technologies. Not only that, but the 9120AX Series is a leader in performance, security, and analytics.

The Cisco Catalyst 9120AX Series Access Points, paired with Cisco DNA, are enterprise-class products that will address your current and future needs. These access points are the first step in updating your network so that you can take better advantage of all of the features and benefits that Wi-Fi 6 provides.

Feature	Benefits
Wi-Fi 6 (802.11ax)	The IEEE 802.11ax emerging standard, also known as High-Efficiency-Wireless (HEW) or Wi- Fi 6, builds on 802.11ac. It delivers a better experience in typical environments with more predictable performance for advanced applications such as 4K or 8K video, high-density, high-definition collaboration apps, all-wireless offices, and IoT. Wi-Fi 6 is designed to use both the 2.4-GHz and 5-GHz bands, unlike the 802.11ac standard.
Cisco RF ASIC	Cisco RF ASIC is a fully integrated Software-Defined Radio (SDR) that can perform advanced RF spectrum analysis and delivers features like Cisco CleanAir [®] , Wireless Intrusion Prevention System (wIPS), Fast Locate [*] , and DFS detection. ('Future)
Uplink/downlink OFDMA	Orthogonal Frequency-Division Multiple Access (OFDMA)-based scheduling splits the bandwidth into smaller chunks called Resource Units (RUs), which can be allocated to individual clients in both the downlink and uplink directions to reduce overhead and latency.
MU-MIMO technology	Supporting four spatial streams, Multiuser Multiple Input, Multiple Output (MU-MIMO) enables access points to split spatial streams between client devices, to maximize throughput.

Table 1.	Features	and	benefits
10010 11	1 00100	0110	001101110

Feature	Benefits
BSS coloring	Spatial reuse (also known as Basic Service Set [BSS] coloring) allows the access points and their clients to differentiate between BSSs, thus permitting more simultaneous transmissions.
Target wake time	A new power savings mode called Target Wake Time (TWT) allows the client to stay asleep and to wake up only at prescheduled (target) times to exchange data with the access point. This offers significant energy savings for battery-operated devices, up to three to four times greater compared to 802.11n and 802.11ac.
Intelligent Capture	Intelligent Capture probes the network and provides Cisco DNA Center with deep analysis. The software can track over 240 anomalies and instantaneously review all packets on demand, emulating the onsite network administrator. Intelligent Capture allows for more informed decisions on your wireless networks.
Flexible Radio Assignment	 Allows the access points to intelligently determine the operating mode of serving radios based on the RF environment. The access points can operate in the following modes: 2.4-GHz and 5-GHz mode: One radio will serve clients in 2.4-GHz mode, while the other serves clients in 5-GHz mode. Dual 5-GHz mode: Both radios inside the access point operate on the 5-GHz band, maximizing the benefits of Wi-Fi 6 and increasing client device capacity.
Dual 5-GHz radio support	Enables both radios to operate in 5-GHz client serving mode, allowing an industry-leading 5.2 Gbps (2 x 2.6 Gbps) over-the-air speeds while increasing client capacity.
Smart antenna connector	An intelligent second physical antenna connector is included on 9120AX Series access points with an external antenna. This connector provides advanced network design flexibility for high-density and large open-area environments such as auditoriums, convention centers, libraries, cafeterias, and arenas/stadiums, allowing two sets of antennas to be connected and active on a single access point.
Cisco Embedded Wireless Controller	The 9120AX Series Wi-Fi 6 access points is available with a built-in controller. The Cisco Embedded Wireless Controller on Catalyst 9100 Access Points provides an easy-to-deploy and manage option that does not require a physical appliance. The control resides on the access point so there is no added footprint or complexity. And, because it uses Cisco Catalyst 9800 Series code, it's easy to migrate your network as your needs grow. For more details refer to the <u>EWC data sheet.</u>
Application Hosting on Catalyst 9100 Access	Application Hosting on Catalyst 9100 Access Points helps future-proof and simplify IoT deployments by eliminating the need to install and manage overlay networks. Utilizing the USB interface, containerized applications and hardware modules can be deployed to reduce cost and complexity. Adding Cisco DNA Center provides workflows and deployment-wide application lifecycle management.
Multigigabit Ethernet support	Provides uplink speeds of 2.5 Gbps, in addition to 100 Mbps and 1 Gbps. All speeds are supported on Category 5e cabling for an industry first, as well as 10GBASE-T (IEEE 802.3bz) cabling.
<i>Bluetooth</i> [®] radio	Integrated Bluetooth Low Energy 5 radio to enable IoT use cases such as location tracking and wayfinding.
Container support for applications	Enables edge computing capabilities for IoT applications on the host access point.

Feature	Benefits
Apple features	Apple and Cisco have partnered to create an optimal mobile experience for iOS devices on corporate networks based on Cisco technologies. Using new features in iOS 10, in combination with the latest software and hardware from Cisco, businesses can now more effectively use their network infrastructure to deliver an enhanced user experience across all business applications.
	At the center of the collaboration is a unique handshake between the Cisco WLAN and Apple devices. This handshake enables the Cisco WLAN to provide an optimal Wi-Fi roaming experience to Apple devices. Additionally, the Cisco WLAN trusts Apple devices and gives priority treatment for business-critical applications specified by the Apple device. This feature is also known as Fast Lane.

For more details about Wi-Fi 6, see Cisco's technical white paper on Wi-Fi 6.

For more details about C9120 feature support, see Cisco's Feature Matrix.

Secure infrastructure

Trustworthy systems built with Cisco Trust Anchor Technologies provide a highly secure foundation for Cisco products. With the Cisco Catalyst 9100 Access Points, these technologies enable hardware and software authenticity assurance for supply chain trust and strong mitigation against man-in-the-middle attacks that compromise software and firmware. Trust Anchor capabilities include:

- Image signing
- Secure Boot
- Cisco Trust Anchor module

Cisco DNA Software support

Pairing the Cisco Catalyst 9120AX Series Access Points with Cisco DNA Software allows for a total network transformation. Cisco DNA Software allows you to truly understand your network with real-time analytics, quickly detect and contain security threats, and easily provide networkwide consistency through automation and virtualization. The 9120AX Series supports Software-Defined Access (SD-Access), Cisco's leading enterprise architecture.

Working together, the Cisco Catalyst 9120AX Series and Cisco DNA Software offer such features as:

- Cisco DNA Spaces
- Cisco Identity Services Engine
- Cisco DNA Analytics and Assurance

The result? Your network stays relevant, becomes digital ready, and is the lifeblood of your organization.

Note: For information about Cisco DNA Software, refer to Cisco DNA Software for Wireless.

Product specifications

Table 2.Specifications

Item	Specification
Part numbers	Cisco Catalyst 9120AXI Access Point: Indoor environments, with internal antennas • C9120AXI-x: Cisco Catalyst 9120AX Series
	Cisco Catalyst 9120AXE Access Point: Indoor, challenging environments, with external antennas
	C9120AXE-x: Cisco Catalyst 9120AX Series
	Cisco Catalyst 9120AXP Access Point: Indoor, professional installations
	C9120AXP-x: Cisco Catalyst 9120AX Series
	Cisco Catalyst 9120AXI Access Point: Indoor environments, with internal antennas, with embedded wireless controller
	C9120AXI-EWC-x: Cisco Catalyst 9120AX Series
	Cisco Catalyst 9120AXE Access Point: Indoor, challenging environments, with external antennas, with embedded wireless controller
	C9120AXE-EWC-x: Cisco Catalyst 9120AX Series
	Cisco Catalyst 9120AXP Access Point: Indoor, professional installations, with embedded wireless controller
	C9120AXP-EWC-x: Cisco Catalyst 9120AX Series
	Regulatory domains: (x = regulatory domain)
	Customers are responsible for verifying approval for use in their individual countries. To verify approval and to identify the regulatory domain that corresponds to a particular country, visit https://www.cisco.com/go/aironet/compliance .
	Not all regulatory domains have been approved. As they are approved, the part numbers will be available on the Global Price List.
	Cisco Wireless LAN Services
	AS-WLAN-CNSLT: Cisco Wireless LAN Network Planning and Design Service
	AS-WLAN-CNSLT: <u>Cisco Wireless LAN 802.11n Migration Service</u>
	AS-WLAN-CNSLT: <u>Cisco Wireless LAN Performance and Security Assessment Service</u>
Software	 Cisco Unified Wireless Network Software Release 8.9.x or later Cisco IOS[®] XE Software Release 16.11 with AP Device Pack, or later
Supported wireless LAN controllers	 Cisco Catalyst 9800 Series Wireless Controllers Cisco 3500, 5520, and 8540 Series Wireless Controllers and Cisco Virtual Wireless Controller
802.11n version 2.0 (and related) capabilities	 4x4 MIMO with four spatial streams Maximal Ratio Combining (MRC) 802.11n and 802.11a/g beamforming 20- and 40-MHz channels PHY data rates up to 890 Mbps (40 MHz with 5 GHz and 20 MHz with 2.4 GHz) Packet aggregation: A-MPDU (transmit and receive), A-MSDU (transmit and receive) 802.11 Dynamic Frequency Selection (DFS) Cyclic Shift Diversity (CSD) support

ltem	Specification
802.11ac	 4x4 downlink MU-MIMO with four spatial streams MRC 802.11ac beamforming 20-, 40-, 80-, and 160-MHz channels PHY data rates up to 3.47 Gbps (160 MHz with 5 GHz) Packet aggregation: A-MPDU (transmit and receive), A-MSDU (transmit and receive) 802.11 DFS CSD support
802.11ax	 4x4 downlink MU-MIMO with four spatial streams Uplink/downlink OFDMA TWT BSS coloring MRC 802.11ax beamforming 20-, 40-, 80-, and 160-MHz channels PHY data rates up to 5.38 Gbps (160 MHz with 5 GHz and 20 MHz with 2.4 GHz) Packet aggregation: A-MPDU (transmit and receive), A-MSDU (transmit and receive) 802.11 DFS CSD support
Integrated antenna	 Flexible radio (either on 2.4 GHz or on 5 GHz) 2.4 GHz, peak gain 4 dBi, internal antenna, omnidirectional in azimuth 5 GHz, peak gain 5 dBi, internal antenna, omnidirectional in azimuth Dedicated 5-GHz radio 5 GHz, peak gain 5 dBi, internal antenna, omnidirectional in azimuth
External antenna (sold separately)	 Cisco Catalyst 9120AXE Access Points are certified for use with antenna gains up to 6 dBi (2.4 GHz and 5 GHz) Cisco Catalyst 9120AXP Access Points) are certified for use with antenna gains up to 13 dBi (2.4 GHz and 5 GHz) with the AIR-ANT2513P4M-N= antenna Cisco offers the industry's broadest selection of <u>antennas</u>, delivering optimal coverage for a variety of deployment scenarios Supports Self-Identifiable Antennas (SIA) on one RP-TNC port For more details, see the <u>Catalyst 9120AX Series Deployment Guide</u>.
Smart antenna connector	 Available on the 9120AXE and 9120AXP only Compact multi-RF connector with DART interface Requires the AIR-CAB002-DART-R= 2 ft smart antenna connector when used with antennas with RP-TNC connector Required when running the flexible radio as either a second 5-GHz serving radio or a Wireless Security Monitoring radio
Interfaces	 1x 100, 1000, 2500 Multigigabit Ethernet (RJ-45) - IEEE 802.3bz Auto-MDIX support Management console port (RJ-45) USB 2.0 @ 4.5W
Indicators	 Status LED indicates boot loader status, association status, operating status, boot loader warnings, and boot loader errors
Dimensions	• Access point (without mounting brackets): C9120AXI: 8.5 x 8.5 x 1.7" (21.6 x 21.6 x 4.3 cm), C9120AXE and

Item	Specification					
(W x L x H)	C9120AXP: 8.5 x 8.05 x 2.0" (21.6 x 21.6 x 5.1 cm)					
Weight	Cisco Catalyst 9120AXI • 2.87 lb (1.3 kg) Cisco Catalyst 9120AXE/P • 3 lb (1.36 kg)					
Input power requirements	 802.3at Power over Ethernet Plus (PoE+), 802.3bt Cisco Universal PoE (Cisco UPOE+, Cisco UPOE[®]) 802.3af PoE Cisco power injector, AIR-PWRINJ6= (Note: This injector supports only 802.3at) Cisco power injector, AIR-PWRINJ5= (Note: This injector supports only 802.3af) 					
Power draw	Catalyst 9120AXI					
	PoE power consumption	5-GHz radio	Link speed	USB	LLDP	
	802.3at (PoE+)	4x4	2.5G	Y	25.5W	
	Catalyst 9120AXE, 9120AXP					
	PoE power consumption	5-GHz radio	Link speed	USB	LLDP	
	802.3at (PoE+)	4x4	2.5G	Y	25.5W	
	Catalyst 9120AXI, 9120AXE, 9120AXP					
	PoE power consumption	5-GHz radio	Link speed	USB	LLDP	

Item	Specifica	tion							
	802.3af	PoE	1x1	1G		Ν	13.4W		
	802.3af	PoE	Ν	1G		Ν	13.4W		
	802.3af	PoE	2x2	1G		Ν	13.4W		
		Note: Power required at the Power Source Equipment (PSE) will depend on the cable length and other environmental issues							
Environmental	 Nonoper Nonoper Operating Operating Operating Operating Note: Whether the second secon	 Cisco Catalyst 9120AXI Nonoperating (storage) temperature: -22° to 158°F (-30° to 70°C) Nonoperating (storage) altitude test: 25°C, 15,000 ft. Operating temperature: 32° to 122°F (0° to 50°C) Operating humidity: 10% to 90% (noncondensing) Operating altitude test: 40°C, 9843 ft. Note: When the ambient operating temperature exceeds 40°C, the access point will shift from 4x4 to 2x2 on both the 2.4-GHz and 5-GHz radios, uplink Ethernet will downgrade to 1 Gigabit Ethernet; however, the USB interface will remain enabled Cisco Catalyst 9120AXE and 9120AXP Nonoperating (storage) temperature: -22° to 158°F (-30° to 70°C) Nonoperating (storage) altitude test: 25°C, 15,000 ft. Operating temperature: -4° to 122°F (-20° to 50°C) Operating humidity: 10% to 90% (noncondensing) 							
System memory	2048 ME1024 ME								
Warranty	Limited life	etime harc	lware warranty						
Available transmit power settings	t 2.4 GHz 5 GHz • 23 dBm (200 mW) • 23 dBm (200 mW) • -4dBm(0.39mW) • -4dBm (0.39mW)								
Regulatory domains	approval a https://ww	nd to ider	ntify the regulatory com/go/aironet/cor	domain that c npliance	orresp	use in their individual co onds to a particular cour ne <u>Cisco Regulatory Dom</u>	ntry, visit		
Compliance	Safety:			support, for	• Radi		<u>isir mite i uper</u> .		

Item	Specificati	on			
standards	 IEC 60 EN 609 UL 609 CAN/C AS/NZ UL 204 Class I Emissions CISPR EN 550 EN 550 EN 610 KN610 KN301 TCVN EN 301 EN 301 EN 301 EN 301 EN 301 KN 489 KN 489 KN 489 	950-1 95		 RSP-100 RSS-GEN RSS-247 China regulation LP0002 (rev 201 Japan Std. 33a, RF safety: EN 50385 (rev. A ARPANSA AS/NZS 2772 (rev.) EN 62209-1 (rev.) EN 62209-2 (rev.) 47 CFR Part 1.113 RSS-102 IEEE standards: IEEE 802.3ab IEEE 802.3ab IEEE 802.3af/at IEEE 802.3af/at IEEE 802.11 a/b, IEEE 802.11h, 80 Security: 802.11i, Wi-Fi PWPA2, WPA 802.1X Advanced Encry Extensible Authent EAP-Transport I EAP-Transport I EAP-Tunneled THandshake Auth (MSCHAPv2) Protected EAP (0 EAP-Flexible Authent EAP-Flexible Authent 	1.1) ev. 2017) t 15C, 15.247, 15.407 as SRRC 18.1.10) Std. 66, and Std. 71 Aug 2002) ev. 2016) v. 2016) v. 2016) v. 2016) v. 2010) 310 and 2.1091 ///////////////////////////////////
Data rate, transmit power, receive sensitivity	For more do the <u>Cisco R</u>		ita rate, transi		Identity Module (SIM)
Transmit power an	nd receive se	ensitivity			
	5	5-GHz radio	2.4-GHz flex	xible radio	5-GHz flexible radio

Item	Specifica	ition							
	Spatial streams	Total transmit power (dBm)	Receive sensitivity (dBm)	Total transmit power (dBm)	Receive sensitivity (dBm)	Total transmit power (dBm)	Receive sensitivity (dBm)		
802.11/11b									
1 Mbps	1	-	-	23	-98	-	-		
11 Mbps	1	-	-	23	-90	-	-		
802.11a/g									
6 Mbps	1	23	-100	23	-100	23	-100		
24 Mbps	1	23	-92	23	-92	23	-92		
54 Mbps	1	23	-83	23	-83	23	-83		
802.11n HT20									
MCS0	1	23	-100	23	-100	23	-100		
MCS4	1	23	-88	23	-88	23	-89		
MCS7	1	23	-81	23	-81	23	-81		
MCS8	2	23	-97	23	-97	23	-97		
MCS12	2	23	-85	23	-85	23	-85		
MCS15	2	23	-78	23	-78	23	-78		
MCS16	3	23	-95	23	-95	23	-96		
MCS20	3	23	-83	23	-83	23	-83		
MCS23	3	23	-76	23	-76	23	-76		
MCS24	4	23	-94	23	-94	23	-94		
MCS28	4	23	-82	23	-82	23	-82		
MCS31	4	23	-74	23	-74	23	-75		
802.11n HT40									
MCS0	1	23	-97	-	-	23	-97		
MCS4	1	23	-85	-	-	23	-86		
MCS7	1	23	-78	-	-	23	-79		
MCS8	2	23	-94	-	-	23	-94		

Item	Specifica	tion							
MCS12	2	23	-82	-	-	23	-82		
MCS15	2	23	-75	-	-	23	-75		
MCS16	3	23	-92	-	-	23	-93		
MCS20	3	23	-80	-	-	23	-81		
MCS23	3	23	-73	-	-	23	-73		
MCS24	4	23	-91	-	-	23	-91		
MCS28	4	23	-79	-	-	23	-79		
MCS31	4	23	-72	-	-	23	-72		
802.11ac VHT20									
MCS0	1	23	-100	-	_	23	-100		
MCS4	1	23	-88	-	-	23	-89		
MCS7	1	23	-81	-	-	23	-81		
MCS8	1	23	-77	-	-	23	-77		
MCS9	1	-	-	-	-	-	-		
MCS0	2	23	-97	-	-	23	-97		
MCS4	2	23	-85	-	-	23	-85		
MCS7	2	23	-78	-	-	23	-78		
MCS8	2	23	-73	-	-	23	-74		
MCS9	2	-	-	-	-	-	-		
MCS0	3	23	-95	-	-	23	-95		
MCS4	3	23	-83	-	-	23	-83		
MCS7	3	23	-76	-	-	23	-76		
MCS8	3	23	-72	-	-	23	-72		
MCS9	3	-	-	-	-	-	-		
MCS0	4	23	-94	-	-	23	-94		
MCS4	4	23	-82	-	-	23	-82		
MCS7	4	23	-75	-	-	23	-75		

Item	Specifica	tion									
MCS8	4	23	-70	-	_	23	-71				
MCS9	4	-	-	_	-	-	-				
802.11ac VHT40	802.11ac VHT40										
MCS0	1	23	-97	-	-	23	-97				
MCS4	1	23	-85	-	-	23	-86				
MCS7	1	23	-78	-	-	23	-79				
MCS8	1	23	-74	-	-	23	-75				
MCS9	1	22	-72	-	-	22	-73				
MCS0	2	23	-94	-	-	23	-94				
MCS4	2	23	-82	-	-	23	-82				
MCS7	2	23	-75	-	-	23	-75				
MCS8	2	23	-71	-	-	23	-71				
MCS9	2	22	-69	-	-	22	-69				
MCS0	3	23	-92	-	-	23	-93				
MCS4	3	23	-80	-	-	23	-81				
MCS7	3	23	-73	-	-	23	-73				
MCS8	3	23	-69	-	-	23	-69				
MCS9	3	22	-67	-	-	22	-68				
MCS0	4	23	-91	-	-	23	-91				
MCS4	4	23	-79	-	-	23	-79				
MCS7	4	23	-72	-	-	23	-72				
MCS8	4	23	-67	-	-	23	-68				
MCS9	4	22	-66	-	-	22	-66				
802.11ac VHT80											
MCS0	1	23	-94	-	-	23	-94				
MCS4	1	23	-82	-	-	23	-83				
MCS7	1	23	-75	-	-	23	-75				

Item	Specifica	tion					
MCS8	1	23	-71	-	-	23	-71
MCS9	1	22	-70	-	-	22	-70
MCS0	2	23	-91	-	-	23	-91
MCS4	2	23	-79	-	-	23	-79
MCS7	2	23	-72	-	-	23	-72
MCS8	2	23	-68	-	-	23	-68
MCS9	2	22	-66	-	-	22	-66
MCS0	3	23	-89	-	-	23	-89
MCS4	3	23	-77	-	-	23	-77
MCS7	3	23	-70	-	-	23	-70
MCS8	3	23	-66	-	-	23	-66
MCS9	3	22	-64	-	-	22	-65
MCS0	4	23	-88	-	-	23	-88
MCS4	4	23	-76	-	-	23	-76
MCS7	4	23	-69	-	-	23	-69
MCS8	4	23	-64	-	-	23	-65
MCS9	4	22	-63	-	-	22	-63
802.11ac VHT160							
MCS0	1	23	-87	-	_	23	-88
MCS4	1	23	-76	-	-	23	-77
MCS7	1	23	-69	-	-	23	-70
MCS8	1	23	-66	-	-	23	-66
MCS9	1	22	-64	-	-	22	-64
MCS0	2	23	-82	-	-	23	-82
MCS4	2	23	-70	-	-	23	-71
MCS7	2	23	-63	-	-	23	-64
MCS8	2	23	-60	-	-	23	-60

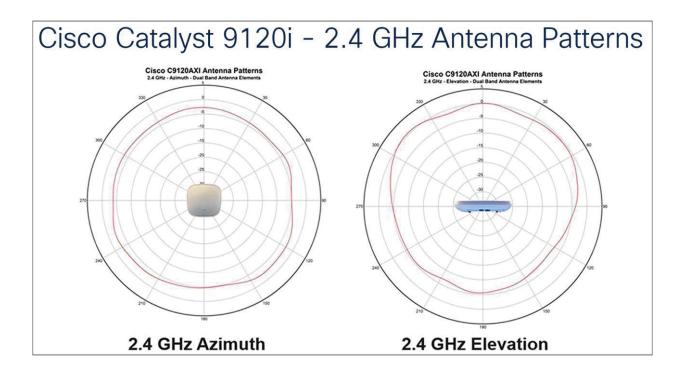
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MCS9	2	22	-58	-	-	22	-58		
MCS0	3	23	-84	-	-	23	-84		
MCS4	3	23	-72	-	-	23	-72		
MCS7	3	23	-65	-	-	23	-65		
MCS8	3	23	-61	-	-	23	-61		
MCS9	3	-	-	-	-	-	-		
MCS0	4	23	-82	-	-	23	-82		
MCS4	4	23	-70	-	-	23	-70		
MCS7	4	23	-63	-	-	23	-63		
MCS8	4	23	-59	-	-	23	-59		
MCS9	4	22	-58	-	-	22	-58		
802.11ax HE20									
MCS0	1	23	-98	23	-98	23	-98		
MCS4	1	23	-87	23	-87	23	-87		
MCS7	1	23	-81	21	-81	23	-81		
MCS8	1	23	-77	21	-77	23	-77		
MCS9	1	22	-75	21	-75	22	-76		
MCS10	1	20	-72	19	-72	20	-72		
MCS11	1	20	-70	19	-70	20	-70		
MCS0	2	23	-95	23	-95	23	-96		
MCS4	2	23	-85	23	-85	23	-85		
MCS7	2	23	-78	21	-78	23	-78		
MCS8	2	23	-74	21	-74	23	-75		
MCS9	2	22	-73	21	-73	22	-73		
MCS10	2	20	-70	19	-70	20	-70		
MCS11	2	20	-66	19	-70	20	-67		
MCS0	3	23	-95	23	-94	23	-95		

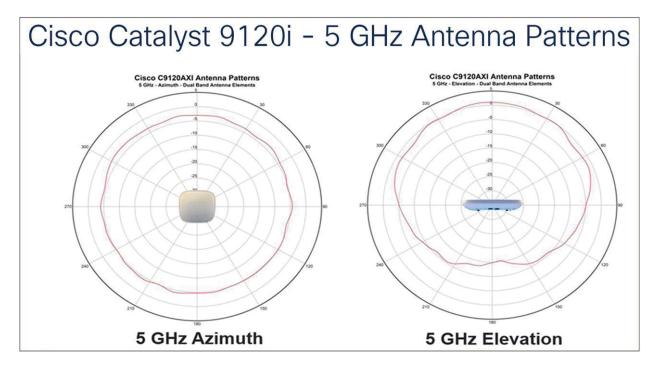
ltem	Specifica	ation								
MCS4	3	23	-83	23	-83	23	-84			
MCS7	3	23	-76	21	-76	23	-76			
MCS8	3	23	-73	21	-73	23	-73			
MCS9	3	22	-71	21	-71	22	-72			
MCS10	3	20	-67	19	-67	20	-68			
MCS11	3	20	-64	19	-65	20	-65			
MCS0	4	23	-93	23	-93	23	-93			
MCS4	4	23	-82	23	-82	23	-82			
MCS7	4	23	-75	21	-75	23	-75			
MCS8	4	23	-71	21	-71	23	-71			
MCS9	4	22	-69	21	-69	22	-70			
MCS10	4	20	-66	19	-67	20	-67			
MCS11	4	20	-64	19	-64	20	-64			
802.11ax HE40	802.11ax HE40									
MCS0	1	23	-95	-	-	23	-95			
MCS4	1	23	-84	-	-	23	-85			
MCS7	1	23	-78	-	-	23	-78			
MCS8	1	23	-74	-	-	23	-75			
MCS9	1	22	-73	-	-	22	-73			
MCS10	1	20	-70	-	-	20	-70			
MCS11	1	20	-66	-	-	20	-67			
MCS0	2	23	-93	-	-	23	-93			
MCS4	2	23	-82	-	-	23	-82			
MCS7	2	23	-75	-	-	23	-76			
MCS8	2	23	-71	-	-	23	-72			
MCS9	2	22	-69	-	-	22	-70			
MCS10	2	20	-67	-	-	20	-67			

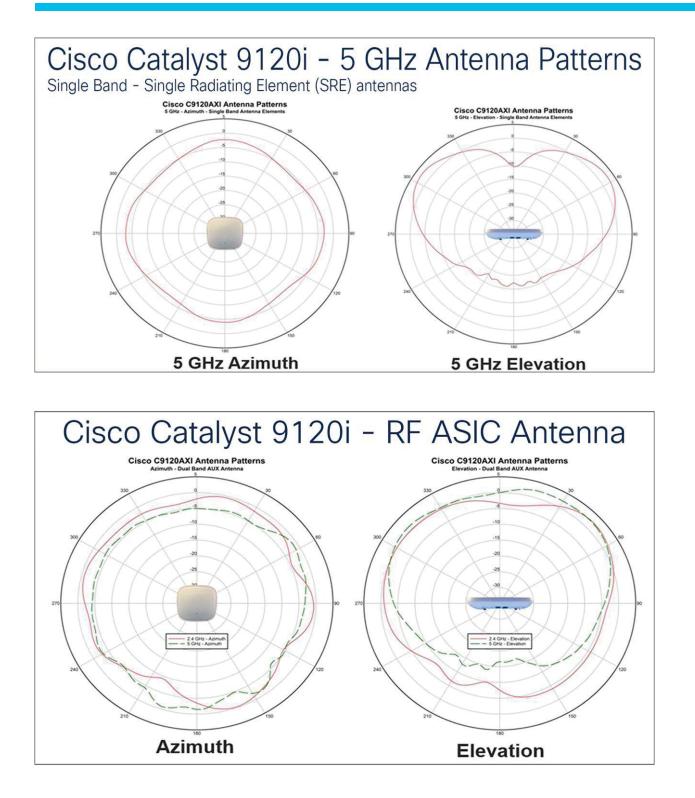
Item	Specifica	tion					
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MCS0	3	23	-92	-	-	23	-92
MCS4	3	23	-80	-	-	23	-81
MCS7	3	23	-73	-	-	23	-74
MCS8	3	23	-70	-	-	23	-70
MCS9	3	22	-68	-	-	22	-68
MCS10	3	20	-64	-	-	20	-65
MCS11	3	20	-62	-	-	20	-62
MCS0	4	23	-90	-	-	23	-90
MCS4	4	23	-79	-	-	23	-79
MCS7	4	23	-72	-	-	23	-72
MCS8	4	23	-68	-	-	23	-69
MCS9	4	22	-66	-	-	22	-67
MCS10	4	20	-63	-	-	20	-63
MCS11	4	20	-60	-	-	20	-60
802.11ax HE80							
MCS0	1	23	-92	-	-	23	-92
MCS4	1	23	-82	-	-	23	-82
MCS7	1	23	-75	-	-	23	-75
MCS8	1	23	-72	-	-	23	-72
MCS9	1	22	-70	-	-	22	-70
MCS10	1	20	-66	-	-	20	-67
MCS11	1	20	-64	-	-	20	-64
MCS0	2	23	-89	-	-	23	-90
MCS4	2	23	-79	-	-	23	-79
MCS7	2	23	-72	-	-	23	-72
MCS8	2	23	-68	-	-	23	-68

Item	Specifica	tion					
MCS9	2	22	-66	-	-	22	-66
MCS10	2	20	-63	-	-	20	-63
MCS11	2	20	-60	-	-	20	-60
MCS0	3	23	-89	-	-	23	-89
MCS4	3	23	-78	-	-	23	-78
MCS7	3	23	-70	-	-	23	-70
MCS8	3	23	-67	-	-	23	-67
MCS9	3	22	-65	-	_	22	-65
MCS10	3	20	-61	-	-	20	-61
MCS11	3	20	-59	-	_	20	-59
MCS0	4	23	-87	-	-	23	-87
MCS4	4	23	-76	-	-	23	-76
MCS7	4	23	-69	-	-	23	-69
MCS8	4	23	-65	-	-	23	-65
MCS9	4	22	-63	-	-	22	-63
MCS10	4	20	-60	-	-	20	-60
MCS11	4	20	-57	-	-	20	-57
802.11ax HE160							
MCS0	1	23	-89	-	_	23	-89
MCS4	1	23	-79	-	-	23	-79
MCS7	1	23	-72	-	-	23	-72
MCS8	1	23	-69	-	-	23	-69
MCS9	1	22	-67	-	-	22	-67
MCS10	1	20	-63	-	-	20	-63
MCS11	1	20	-61	-	-	20	-61
MCS0	2	23	-87	-	-	23	-87
MCS4	2	23	-76	-	-	23	-76

Item	Specification								
MCS7	2	23	-69	-	_	23	-69		
MCS8	2	23	-66	-	-	23	-66		
MCS9	2	22	-64	-	-	22	-64		
MCS10	2	20	-60	-	-	20	-60		
MCS11	2	20	-58	-	-	20	-58		
MCS0	3	23	-86	-	-	23	-86		
MCS4	3	23	-75	-	-	23	-75		
MCS7	3	23	-68	-	-	23	-67		
MCS8	3	23	-64	-	-	23	-64		
MCS9	3	22	-62	-	-	22	-62		
MCS10	3	20	-59	-	-	20	-58		
MCS11	3	20	-56	-	-	20	-56		
MCS0	4	23	-84	-	-	23	-84		
MCS4	4	23	-73	-	-	23	-73		
MCS7	4	23	-66	-	-	23	-66		
MCS8	4	23	-63	-	-	23	-63		
MCS9	4	22	-61	-	-	22	-61		
MCS10	4	20	-57	-	-	20	-57		
MCS11	4	20	-54	-	-	20	-54		







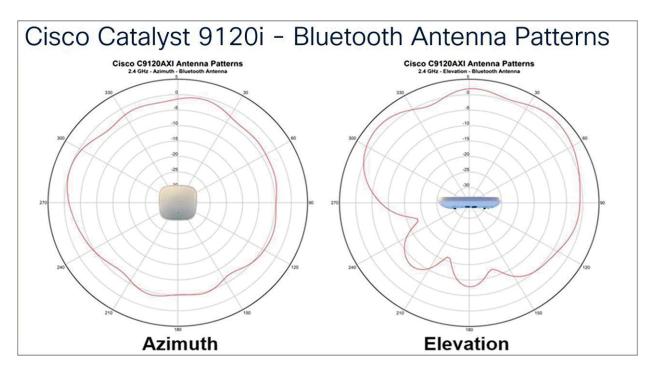


Figure 1. Antenna radiation patterns

Note: For information about feature support, refer to the Cisco Catalyst 9100 Release Notes.

Licensing

For information about licensing and packaging, refer to Cisco DNA Software for Wireless.

Warranty information

The Cisco Catalyst 9120AX Series Access Points come with a limited lifetime warranty that provides full warranty coverage of the hardware for as long as the original end user continues to own or use the product. The warranty includes 10-day advance hardware replacement and ensures that software media are defect-free for 90 days. For more details, visit https://www.cisco.com/go/warranty.

Cisco environmental sustainability

Information about Cisco's environmental sustainability policies and initiatives for our products, solutions, operations, and extended operations or supply chain is provided in the "Environment Sustainability" section of Cisco's <u>Corporate Social Responsibility</u> (CSR) Report.

Reference links to information are below

Information on product material content laws and regulations: Materials.

Information on electronic waste laws and regulations, including products, batteries, and packaging: <u>WEEE compliance</u>.

Cisco does not represent, warrant, or guarantee that it is complete, accurate, or up to date. This information is subject to change without notice.

Cisco Services

With Cisco Services, you can achieve infrastructure excellence faster with less risk. From an initial WLAN readiness assessment to implementation, full solution support, and in-depth training, our services for the Cisco Catalyst 9120AX Series provide expert guidance to help you successfully plan, deploy, manage, and support your new access points. With unmatched networking expertise, best practices, and innovative tools, Cisco Services can help you reduce overall upgrade, refresh, and migration costs as you introduce new hardware, software, and protocols into the network. With a comprehensive lifecycle of services, Cisco experts will help you minimize disruption and improve operational efficiency to extract maximum value from your Cisco DNA-ready infrastructure.

Cisco Capital

Flexible payment solutions to help you achieve your objectives

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