

# **ConvergeOne Response (Formerly ConvergeOne, Inc)**

**Authorized Signature:**

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**In reply to:**

**Request for Bid**

**Bid #: ACCS 2019-01**

**Bid Release Date: January 16, 2019**

**Prepared for:**

**Alabama Community College System &  
Alabama Higher Education  
Joint Purchasing Agreement**

MANUFACTURER SUPPLIED TECHNOLOGY EQUIPMENT WITH  
PERIPHERALS, SOFTWARE, NETWORKING, EQUIPMENT, MAINTENANCE  
AND PROFESSIONAL SUPPORT SERVICES BID

**Bid Opening Date and Time:**

**Return by: February 15<sup>th</sup>, 2019 at 4:00 PM CST**

Please use the following contact information for clarification or additional information:

**Todd Clark**  
**ConvergeOne, Inc**  
**Sr. Account Manager**  
**15 Southlake Lane**  
**Suite 350**  
**Birmingham, AL 35244**  
**Phone: 205.989.0105**  
**Toll Free: 888-321-6227**  
[tclark@convergeone.com](mailto:tclark@convergeone.com)  
  
[www.convergeone.com](http://www.convergeone.com)



ConvergeOne, Inc is extremely pleased to present this proposal for your evaluation and consideration.

Please note that the information contained in this proposal is proprietary and confidential to ConvergeOne, Inc and is furnished to you in confidence to you with the understanding that it will not be used or disclosed for other than proposal evaluation purposes until the awarded bids are open to the public without the express written permission of ConvergeOne, Inc.

Thank you for considering ConvergeOne, Inc for this exciting opportunity. We look forward to further assisting you with your technology requirements.

ConvergeOne's response is incorporated into to the ACCS's original RFB for reference. ConvergeOne, Inc will respond to each outline point in this RFP by providing the information requested, or by indicating, "ACKNOWLEDGED," "WILL COMPLY," "AGREED" or "EXCEPTION", as appropriate.

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Alabama Community College System and other Alabama Higher Education Entities

REQUEST FOR BID

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## INTRODUCTION

### 1.1 Purpose of This Request for Bid

The Alabama Community College System (ACCS) is partnering with other Alabama Higher Education entities to request bids from technology equipment manufacturers and/or dealers on behalf of the System institutions and other authorized entities. The ACCS is comprised of the twenty-three (23) community colleges, two (2) technical colleges, one (1) military institution, and the Alabama Technology Network (Appendix A). Any institutions or programs that may be acquired or added to the ACCS during the life of this contract will automatically be added as entities eligible to procure products from the contract. Any four-year institution or K-12 district/system which wishes to join during the life of this contract may be added as an eligible entity. Additionally, the public K-12, two, and four-year institutions listed in Appendix A are also eligible to purchase from this contract.

Each entity will generate its own purchase orders, payments, etc., and delivery must be made according to the instructions on the purchase order. The intent of this request is to establish an annual contract for technology related equipment to be purchased on an as needed basis for the listed entities as needs arise during the contract period.

The purpose of this Request for Bid (RFB) is to establish a contract on a competitive basis with qualified technology equipment suppliers, distributors, and/or manufacturers who shall directly supply technology equipment and value-added professional services, including software and peripherals, and maintenance and support services to qualified purchasers. Peripheral and computer component manufacturers are excluded from this procurement.

This RFB is not designed to meet the E-Rate requirements specified by the Universal Service Administrative Company. The Alabama Community College System shall not negotiate on behalf of any party with a Letter of Agency. The System shall not certify an FCC Form 470, nor receive and evaluate bids, nor negotiate with service providers of E-Rate products and services.

The Alabama Community College System reserves the right to negotiate with vendors for a product or product line that was not available at the time of the Request for Bid.

The thrust of the RFB is to obtain greater volume price discounts by combining the volume of purchases from participating entities within the State of Alabama with administrative savings that will result from the maintenance of a single, comprehensive contract for each selected vendor.

This RFB is prepared under the authority of ACT No. 2003-392.

This procurement will result in a multiple source award.

Term – Bid awards issued under this Request for Bids shall be for an initial period of one year to renew automatically for one additional year if not canceled by The System prior to the one-year anniversary date of the award letter. The System shall have the option to extend awards for an additional (third) year by giving notice of such extension prior to the two-year anniversary of the award letter.

## ACKNOWLEDGED

### 1.2 Summary Scope of Work

The selected vendor(s) shall accept purchase orders from and deliver technology equipment, including general-purpose software and peripherals, to authorized procuring entities. Vendors are required to provide maintenance services on equipment that is purchased. Optionally, vendors may provide installation, training and support services directly related to the efficient use or operation of the purchased equipment.

## ACKNOWLEDGED

### 1.3 Scope of Procurement

The scope of procurement includes a wide range of manufacturer supplied technology equipment, including peripherals, general-purpose software, maintenance, professional consulting services, and support services. Vendors shall not provide any form of application development services under the terms and conditions of the contract. Educational offerings including special purpose educational software and hardware configurations are included.

## ACKNOWLEDGED

### Definition of Terminology

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Contract” means an agreement for the procurement of items of tangible personal property or services.

"Desirable" includes terms such as "may", "can", "should", "preferably", or "prefers" to identify a sought-after, but discretionary, item or factor.

"Equipment" refers to all technology-related equipment, including but not limited to desktop and laptop computers, servers, workstations, printers, displays, peripherals, LAN hardware, video-conferencing systems, multimedia and computer related hardware components and spare parts.

"Evaluation Committee" means a body appointed to perform the evaluation of vendor responses.

"Finalist" is defined as a vendor who meets all the mandatory specifications of the Request for Bid and whose score on evaluation factors is sufficiently high to qualify that vendor for further consideration by the Evaluation Committee.

"General purpose" includes, but is not limited to, the following classes of software: operating systems, report generators, spreadsheets, word processing, workgroup management, database, project management, messaging and electronic mail, graphics construction and presentation, publishing, data communications, statistical and/or analysis, imaging, compilers and interrupters, utilities, programmer productivity tools, office productivity tools. Educational software designed for System usage is included.

"Local-Area-Network" ("LAN") refers to a high-speed communications system optimized for connecting information-processing equipment within a building or group of buildings. The communications devices that are required to transmit data between buildings via a public or private network are included.

"Mandatory" includes terms "must", "shall", "will", "is required", or "are required" to identify a compulsory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the vendor's bid.

"Manufacturer" means the company that designs, assembles and/or markets technology equipment including servers, workstations, desktop and/or laptop personal computers.

"Vendor" is a technology equipment manufacturer who chooses to submit a bid.

"Request for Bid" or "RFB" means all documents, including those attached or incorporated by reference, used for soliciting bid.

"Responsible vendor" means a company who submits a responsive bid furnishing, when required, information and data to prove that financial resources, production or service facilities, personnel service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the bid.

"System" means any and all entities comprising the Alabama Community College System or any other eligible entity.

"Universal Resource Locator" or "URL" means a standardized addressing scheme for accessing hypertext documents and other services using the WWW browser.

## **ACKNOWLEDGED**

### **CONDITIONS GOVERNING THE PROCUREMENT**

#### **2.1 Explanation of Events**

The following paragraphs describe the activities listed in the sequence of events.

## **ACKNOWLEDGED**

#### **2.1.1 Issue of RFB**

This RFB is being issued by Alabama Community College System (the "System").

## **ACKNOWLEDGED**

#### **2.1.2 Clarification and Responses**

Potential vendors may submit written requests (letter, fax or email) as to the intent or clarity of the RFB. Requests for clarification are to be addressed to the Joint Purchase Agreement Administrator as follows:

Alabama Community College System  
Attn: ITS  
Post Office Box 302130  
Montgomery, AL 36130-2130  
Email: JPA-Notification@accs.edu  
Phone: 334-293-4507 Fax: 334-293-4605

## **ACKNOWLEDGED**

### 2.1.3 Deadline to Submit Written Questions

Potential vendors may submit written questions as to the intent or clarity of the RFB until close of business on January 25<sup>th</sup>, 2019.

**ACKNOWLEDGED**

### 2.1.4 Response to Written Questions/RFB Amendments

Written responses to written questions and any RFB amendments will be posted online at <https://www.accs.edu/index.cfm/jpa2019/>.

**ACKNOWLEDGED**

### 2.1.5 Submission of Bid

Two (2) paper copies and an electronic copy (CDROM or USB drive) of the bid responses are required with a completed Evaluation Submission form (Appendix E). The electronic copy of the bid response should be a single PDF file that mirrors the bound, paper copies. Each copy of the response should be placed in a single volume where practical. All documents submitted with the response should be in that single volume. One copy "must" be marked as "original" with the company officer's signature.

Vendors may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. The results will not be available to vendors until after an award is made. Bid results and tabulations will not be made available by telephone or mail. Information pertaining to complete files may be secured by visiting the System Office of the Alabama Community College System during normal working hours.

The bid opening will be held on Monday, February 18<sup>th</sup>, 2019 at 10:00 AM CST in the Board Room at the System Office of the Alabama Community College System (135 South Union Street, 5<sup>th</sup> Floor, Montgomery, Alabama 36104).

Sealed bids are to be addressed to the physical mailing address in the following manner:

Alabama Community College System  
Joint Purchase Agreement Initiative  
135 South Union Street Suite#135  
Montgomery, Alabama 36104

It is expected that this request will be complete and unambiguous. However, vendors seeking clarification to this request should deliver inquiries in writing to the Administrator as noted per section 2.1.3.

Written replies of general significance will be posted online. Prospective vendors acknowledge that no other source is authorized to provide information concerning this request.

All information shall be entered in ink or typewritten in the appropriate space on the bid. Mistakes may be crossed out, corrected and initialed in ink by a company representative. An authorized individual must sign all bids in ink; failure to do so will result in rejection of response.

**ACKNOWLEDGED**

### 2.1.6 Bid Evaluation

An Evaluation Committee will perform the evaluation of bids.

**ACKNOWLEDGED**

### 2.1.7 Selection of Finalists

The Evaluation Committee will select finalists. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations or equipment demonstrations will be determined at this time (if deemed necessary).

**ACKNOWLEDGED**

### 2.1.8 Clarification from Finalists

Finalists may be asked to submit clarification to their bids (if deemed necessary).

**ACKNOWLEDGED**

### 2.1.9 Contract Award

After review of the Evaluation Committee, the System will award contracts to the most advantageous vendors.

Bids that are deemed most advantageous, taking into consideration the evaluation factors set forth in the RFB will be selected for award. No minimum or maximum number of awards has been

predetermined. The System shall make reference to prices quoted by successful vendors on the Alabama State Department of Education Joint Purchase Agreement to determine the reasonableness of prices quoted in response to this Request for Bids.

## **ACKNOWLEDGED**

### **GENERAL REQUIREMENTS AND SPECIFICATIONS**

#### **3.1 Acceptance of Conditions Governing the Procurement**

Vendor must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a bid constitutes acceptance of the Evaluation Factors contained in this RFB. Vendor must also include ISO 9001 certification as required by State Code governing Joint Purchase Agreements. According to Alabama law, any companies or contractors whose affiliates, subdivisions, subsidiaries, or departments have ISO 9001 certification can bid on the information technology to be jointly purchased by educational institutions. ISO 9001 certification is only required for vendors who are providing hardware.

## **ACKNOWLEDGED AND INCLUDED IN ATTACHMENT A**

#### **3.2 Incurring Cost**

Any cost incurred by the vendor in preparation, transmittal, and presentation of any material submitted in response to this RFB shall be borne solely by the vendor.

## **ACKNOWLEDGED AND AGREED**

#### **3.3 Vendor Responsibility**

The selected vendor(s) shall be solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract. The procuring entities will issue purchase orders and make payments to only the named vendor(s).

## **ACKNOWLEDGED AND AGREED**

#### **3.4 Serving Sub-Contractors**

The System recognizes the fact that the potential vendors have different business models for the delivery of support services. Whereas one potential vendor may provide support services through a wholly owned subsidiary, another may provide support services through a local business partner, certified education partner or qualified organization herein referred to as a servicing subcontractor. Therefore, vendors may propose the use of servicing subcontractors for the performance of local marketing, maintenance or technical support services in accordance with the terms and conditions of the contract. Servicing subcontractors may not directly accept purchase orders or payments for products or services from procuring entities under the terms and conditions of the contract.

## **ACKNOWLEDGED AND AGREED**

#### **3.5 Amended Bids**

A vendor may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. The Evaluation Committee will not merge, collate, or assemble bid materials.

## **ACKNOWLEDGED AND AGREED**

#### **3.6 Vendors' Rights to Withdraw Bid**

Vendors will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The vendor must submit a written withdrawal request signed by the vendor's duly authorized representative addressed to the representative listed above.

The right is reserved to waive informalities, select alternatives, and reject any or all responses, in the event such appears to be in the best interest of the System.

## **ACKNOWLEDGED AND AGREED**

#### **3.7 Bid Offer Firm**

Responses to this RFB, including prices, will be considered firm for ninety (90) days after the due date for receipt of bids.

## **ACKNOWLEDGED AND AGREED**

#### **3.8 Disclosure of Bid Contents**

The bids will be kept confidential until the contracts are awarded. At that time, all bids and documents

pertaining to the bids will be open to the public.

All responses become a matter of public record at award. The System accepts no responsibility for maintaining confidentiality of any information submitted with any response whether labeled confidential or not.

### **ACKNOWLEDGED**

#### **3.9 No Obligation**

This RFB in no manner obligates Alabama Community College System or any authorized entity to the lease or purchase of any products or services offered until a contract is awarded and vendor receives a valid purchase order from an authorized procuring entity.

The System has the right to cancel any contract, for cause, including, but not limited to, the following:

(1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.

Termination - the System reserves the right, for its convenience and without cause or penalty, to terminate any agreement with 30 days written notice.

### **ACKNOWLEDGED**

#### **3.10 Legal Review**

The System requires that all vendors agree to be bound by the General Requirements contained in this RFB. Any vendor concerns must be promptly brought to the attention of Alabama Community College System.

### **ACKNOWLEDGED AND AGREED**

#### **3.11 Governing Law**

The vendor shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation of vendor's activities undertaken pursuant to this Agreement. The vendor shall also comply with all state and local building, fire, health, zoning laws, codes and/or regulations that affect or that are applicable to vendor's activities and operations hereunder. This RFB and the final agreement shall be governed and construed in accordance with the laws of the State of Alabama without giving effect to any choice-of-conflict-of-laws, provision, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.

### **ACKNOWLEDGED AND AGREED**

#### **3.12 Basis for Bid**

Only information supplied by the System in writing or in this RFB should be used as the basis for the preparation of vendor responses.

### **ACKNOWLEDGED**

#### **3.13 Agreement Terms and Conditions**

The agreement between the System and the vendor will follow the format specified and contain the terms and conditions outlined in this request. However, Alabama Community College System reserves the right to negotiate with a successful vendor provisions in addition to those contained in this RFB. This RFB, as revised and/or supplemented, and the successful vendor's response will be incorporated into and become part of the agreement.

Vendors are encouraged to submit specific alternate language to the terms and conditions, that vendor believes would enhance the efficient administration of the agreement or result in lower product prices or both. The System may or may not accept the alternative language. General references to the vendor's terms and conditions or attempts at complete substitutions are not acceptable and will result in disqualification of the vendor's response.

### **ACKNOWLEDGED**

#### **3.14 Vendor Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the vendor to adhere to the requirements specified within the RFB. The Evaluation Committee will reject

the bid of any vendor who is not a responsible bidder or fails to submit a responsive offer as defined.

### **ACKNOWLEDGED AND AGREED**

#### **3.15 Change in Vendor Representatives**

The System reserves the right to require a change in vendor representatives if the assigned representatives are not meeting its needs adequately.

### **ACKNOWLEDGED AND AGREED**

#### **3.16 Equipment and Services Schedules**

The vendor may offer only those products and services that are included on the Equipment and Services Schedule (ESS). Vendors shall keep the schedule current and correct on an Internet website maintained by the vendor and shall reflect changes in technology in accordance with the terms and conditions of the contract.

### **ACKNOWLEDGED AND WILL COMPLY**

#### **3.17 Benefit of Cost Reduction**

The System is to be given the benefit of any reduction in price below the quoted price during the term of this contract. Examples include but are not limited to; manufacturer price reductions and special promotional offerings.

### **ACKNOWLEDGED AND AGREED**

#### **3.18 Bid Terms**

By submitting a response, the vendor agrees that this contract is to be governed by the terms and conditions set forth in the bid. Any exceptions to the specifications must be clearly identified in the last section of the vendor's response.

### **ACKNOWLEDGED AND AGREED**

#### **3.19 Fiscal Funding**

The continuation of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **ACKNOWLEDGED**

#### **3.20 Insurance**

The vendor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the System for any losses incurred in association with this agreement. Any insurance policy or policies shall cover the entire travel service operation at the System including all areas that may in the future be placed under the control or use of the vendor. The vendor shall maintain, during the life of this contract, the following minimum insurance:

<u>KIND OF INSURANCE</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
Worker's Compensation	Statutory – Alabama
Employer's Liability	\$2,000,000 (each employee, each accident and policy limit)
Commercial General Liability: Each Occurrence Personal and Advertising Injury Products/Completed Operations General Aggregate	 \$2,000,000 \$2,000,000 \$2,000,000 \$3,000,000
Automobile Liability	\$2,000,000 each accident - combined single limit

These policies shall contain a thirty- (30) day written notice to the System before cancellation, reduction or other modification of any kind to the required coverage.

The vendor, at its cost, must provide acceptable evidence of compliance with the worker's compensation insurance requirements of the State of Alabama. In the event the vendor fails to maintain and keep in force, all of the insurance and Worker's Compensation coverage listed above, the System shall have the right to terminate this contract. The System and vendor shall each be listed as the named insured in said policy (ies) so that each is independently protected to the face amount of the policy.

Upon notification of award and prior to issuance of contract, the vendor shall provide the System with certification of insurance with the required kinds of insurance and minimum liabilities specified, issued by an insurance company licensed to do business in the State of Alabama and carrying an AM Best rating of A- or better, signed by an authorized agent. In the event of cancellation, material change or intent not to renew any of the insurance requirements specified, thirty (30) days written notice shall be given to the System by the party initiating any revision.

### **ACKNOWLEDGED AND WILL COMPLY**

#### **3.21 New Products**

Unless specifically called for in this request, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the request. The manufacturer's standard warranty will apply unless otherwise specified in the request. All equipment should be supplied complete, ready to be installed, including all cabling and connectors where applicable.

### **ACKNOWLEDGED AND AGREED**

## **SPECIFICATIONS**

This section contains specifications and relevant information vendors should use for the preparation of their responses.

Vendors should respond as described to each specification. The responses along with the required supporting material will be evaluated and awarded points accordingly.

### **ACKNOWLEDGED AND AGREED**

#### **3.22 Product and Services Delivery Overview**

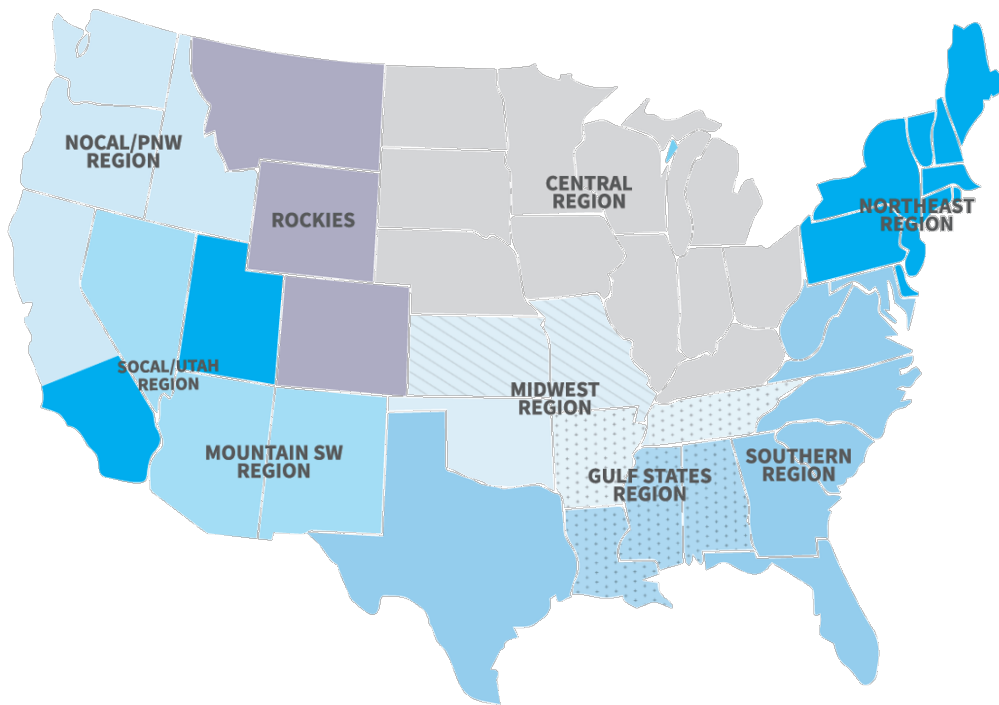
Vendors must describe their ability to provide professional services, technology equipment including related products and support services to the System and the various authorized entities. The response to this requirement should, at a minimum, include a map with an indication of the locations where products may be delivered plus the number and type of support personnel or other resources that may be employed to service procuring entity purchase orders (a very basic example map for a fictitious company is provided in Appendix B). The narrative in response to this specification should include, at a minimum, a general overview of the proposed services and an overview of how the services are to be provided in the locations indicated.

Vendors must thoroughly describe their procedures for resolving customer problems and complaints including timelines and escalation measures.

Vendors must submit customer satisfaction statistics or survey results concerning the quality of the products and/or services offered.

Vendors must thoroughly describe their ability to provide value added technical services including installation, training or directly related optional services and the geographic area where the services may be provided. Vendors should provide a map with an indication of the locations where each type of value-added service may be provided.

ConvergeOne, Inc currently has a sales and/or engineering presence in each of the locations below:



ConvergeOne, Inc currently has over 2,000 Employees, which includes 200 employees in Alabama and surrounding states. A breakdown of our Alabama location and surrounding states is below:

<b>Ridgeland, MS</b> 860 Centré Street Ridgeland, MS 39157-4501 Phone: 601.956.5440 Toll Free: 800.844.8895 Fax: 601.956.3750 <b>40 Employees</b> --14 Sales --16 Engineers --10 Admin	<b>Birmingham, Mobile, Montgomery, AL</b> 15 Southlake Lane Suite 350 Hoover, AL 35244 Phone: 205.989.8484 Toll Free: 888.822.7287 Fax: 205.989.8801 <b>26 Employees</b> --9 Sales --13 Engineers --4 Admin	<b>Baton Rouge, LA</b> 8545 United Plaza Blvd. Building 3, Suite 310 Baton Rouge, LA 70809 Phone: 225.928.9585 Fax: 225.923.5526 <b>15 Employees</b> --5 Sales --6 Engineers --2 Admin
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<b>Data Center: Jackson, MS</b> Mississippi e-Center 1230 Raymond Road Jackson, MS 39204 Phone: 601.355.1892 Toll Free: 866.227.6200 Fax: 601.502.8571 <b>19 Employees</b> --15 Engineers --4 Admin	<b>Memphis, TN</b> 65 Germantown Court Suite 201 Cordova, TN 38018 Phone: 901.937.2100 <b>14 Employees</b> --7 Sales --6 Engineers --1 Admin	<b>Denver, CO</b> 8680 Concord Center Drive Englewood, CO 80112 Phone: 901.937.2100 <b>74 Employees</b> --15 Sales --47 Engineers --13 Admin
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ConvergeOne, Inc provides a vast range of product solutions and services to our customer base. Our general company overview and Education Solutions brochures are included in the pages below.

ConvergeOne, Inc was founded in 1993 and is a leading global IT provider of collaboration and technology solutions for large and medium enterprises, with decades of experience assisting customers in transforming their digital infrastructure and realizing a return on investment. 11,000+ enterprise and mid-market customers trust ConvergeOne with customer experience, cybersecurity, data center, enterprise networking, and unified communications solutions to achieve business outcomes. Our investments in cloud infrastructure and managed services provide transformational opportunities for customers to achieve financial and operational benefits with leading technologies. ConvergeOne has over 2,000 employees, with 1,800+ engineering resources carrying 6,300 certifications.

ConvergeOne helps organizations achieve excellence through a variety of IT solutions:

**Premise Solutions** - ConvergeOne offers an array of premise infrastructure solutions that transcend the IT infrastructure spectrum. We work with organizations of all sizes to design and implement robust, secure, and reliable platforms that align your IT environment with your overall business needs and objectives.

- Network Infrastructure
- Wireless Networking
- Network Security
- Servers, Storage, and Virtualization
- Private Clouds
- Product Fulfillment

**Collaboration Solutions** - Collaboration Solutions help your organization save time and money by connecting people, information, and teams through a comprehensive suite of unified communications tools. Boost productivity, accelerate decision-making, and improve business processes by establishing a comprehensive collaboration environment for co-workers, partners, vendors, and customers—including mobile workers.

- Voice and Unified Communications
- Collaboration Tools
  - HD Video Conferencing and TelePresence
  - Web Conferencing
  - Enterprise Social Software
  - Digital Media

**VTCloud Services** - ConvergeOne provides a variety of cloud-based services that relieve organizations from the burden and expense of owning, operating, and maintaining in-house IT assets. All of ConvergeOne's Cloud (VTCloud) data centers are SOC 2 Type II Audited. ConvergeOne, Inc' Services include:

- Hosted Apps
- Hosted Email
- UCloud (Hosted Cisco VoIP—HCS Certified)
- Colocation
- Infrastructure-as-a-Service
- Business Continuity—Backup and Recovery
- Watch (Monitoring, Security, and Remediation)
- Customer Support Center
- VTSafetyFirst e911 Solutions

Working as a team, ConvergeOne's account managers, project managers, solution architects, and engineers design and implement solutions that align with an organization's business objectives. Consistent with industry best practices, ConvergeOne utilizes a proven solution methodology, consistent with industry best practices, that ensures successful project completion on time and within budget.

Currently there are over 200 employees on staff in the following office locations:

- Jackson, Mississippi (Data Center at the MS e-Center)
- Ridgeland, Mississippi (Sales, and Engineering)
- Englewood, Colorado (Data Center, Sales, Engineering, VTSafetyFirst hosted e911 Division)
- Casper, Wyoming (Sales, Engineering, and Data Center)
- Cordova, Tennessee (Sales and Engineering)
- Birmingham, Alabama (Sales and Engineering)
- Montgomery, Alabama (Sales and Engineering)
- Mobile, Alabama (Sales and Engineering)
- Baton Rouge, Louisiana (Sales and Engineering)

## **Unique Qualifications**

- Cisco Customer Satisfaction Excellence for seven consecutive years, compiling an overall rating of 4.862 out of 5
- Twenty-nine consecutive years of profitable operations
- Average tenure of ConvergeOne staff > 15 years
- CRN's Tech Elite 250
- CRN's SP500 (Formerly VAR500)
- MS Business Journal's Top 100 Private Businesses in Mississippi
- 2016-17 Outstanding Solutions Partner for the Western United States
- 2018 Cisco Solution Innovation Partner of the Year for the United States
- ConvergeOne current Net Promoter Score (NPS) of 70

## **Mission, UVP, Values, Vision**

### **Mission**

To solve business problems by providing world-class information technology products and services through a team of highly motivated professionals committed to excellence.

### **Unique Value Proposition**

With the Golden Rule as our guiding principle, ConvergeOne, Inc helps organizations achieve excellence by delivering premise and cloud based IT solutions that offer lasting value.

### **Values**

- Treat Others as We Would Want to be Treated
- Add Value to Everything We Do
- Act with Integrity
- Do it Right the First Time
- Be Resourceful
- Take Ownership and Make Things Happen

### **Vision**

To be the leading IT Solutions Provider in the markets we serve. Our solutions will consist of an array of customer premise networking solutions and Data Center–based VTCloud Services that drive organizational excellence. We will constantly evaluate new information technologies for inclusion in our solutions portfolio. We will only offer solutions that we can effectively market, implement and support at an ROI that satisfies our business objective. We will deliver the best customer experience possible in every event, work product, task and project undertaken.

# ConvergeOne's Education Solutions

## Premise Solutions

Venture offers an array of infrastructure solutions for education. We work with educational institutions of all sizes to design and implement robust, secure, and reliable platforms that align your environment with your needs and objectives.

- *Network Infrastructure*
- *Wireless Networking*
- *Network Security*
- *Servers, Storage, and Virtualization*
- *Private Clouds*
- *Product Fulfillment (desktops, printers, tablets, etc...)*

## Collaboration Solutions

Venture provides customized solutions for educational institutions to improve collaboration between students, encourage interaction, prepare students for the modern workplace, and improve internal efficiencies.

- *Interactive Whiteboards*
- *Projectors and Displays*
- *Digital Signage*
- *Video Distribution (IPTV and Video on Demand)*
- *Enterprise Social Software*
- *Voice and Unified Communications*
- *HD Video Conferencing*

## VTCloud Services

Venture provides a variety of cloud-based services that relieve educational institutions from the burden and expense of owning, operating, and maintaining in-house IT assets. Venture's Cloud is housed in our SAS 70 Type II Certified Data Center.

- *Hosted Email*
- *Hosted Apps*
- *UCloud (Hosted Voice and Unified Communications)*
- *Collocation*
- *IaaS (Dedicated Servers, Virtual Desktops, Storage & Backup)*
- *Business Continuity*
- *Watch (Monitoring, Security, and Remediation)*

## Key Partners



Premise Solutions

Collaboration Solutions

VTCloud Services

Vendors must thoroughly describe their procedures for resolving customer problems and complaints including timelines and escalation measures.

ConvergeOne, Inc operates a 24x7x365 HelpDesk that can be used for initially reporting a technical problem. Our processes have been refined over the years and are very well defined. Contact information for our Customer Support teams can be found at: <https://www.convergeone.com/support>. Our current Call Handling Procedures are as follows:

### **ConvergeOne's Call Handling Procedures**

This document provides information regarding ConvergeOne Technologies' Service procedures, including; problem prioritization and escalation guidelines for contract related issues.

In order to provide our clients with the highest level of support available, we have consolidated all of our resources into one Support Services area. All calls; hardware, software, network, workstation, or unknown should be reported to our Help Desk.

The Help Desk  
601-355-1892  
1-866-227-6200

## **Service Procedure for Contract Related Issues**

### **How to Open a Case**

Your call will come into our Help Desk and be routed to the appropriate Service Personnel based upon your initial contact with our Help Desk staff. In the unlikely event you are placed on hold, you will have the option of leaving voicemail in any services queue. All issues will be addressed within the timeframe defined in the customer contract, but we will strive to respond to all customer inquiries within 30 minutes. You will be given a service order number for call tracking purposes and to expedite future communications.

If reporting a case of hardware failure, please have the product serial number available. This will allow us to quickly determine the coverage (warranty, contract or billable) of your equipment.

Be prepared to give a brief description of the problem, approximate date and time the problem first occurred, and any other information such as recent power failures, software updates, equipment relocation, etc. which might be related to your problem.

ConvergeOne will first attempt to resolve the problem via telephone. If it's determined that the problem requires an onsite visit, the Help Desk will forward your ticket to the Services Coordinator, who will assign and dispatch the appropriate Engineer within the timeframe defined in the customer contract. If required, parts availability will be determined by the specific customer contract.

ConvergeOne will involve all applicable vendor related engineering resources as needed. You must maintain a vendor related support agreement covering the equipment effected (Cisco Smartnet, Microsoft SA, etc.) for ConvergeOne to escalate to vendor support. In the event the equipment is ConvergeOne owned hardware under a managed services contract, we maintain vendor support on that equipment and you will not need to provide us with a vendor support agreement number.

### Priority Levels

All calls will be evaluated, assigned one of the following priority levels, and handled accordingly.

- **Priority 1:**  
**Production systems are down, causing critical impact to business operations if service is not restored quickly. ConvergeOne, Inc and the Customer are willing to commit substantial resources around the clock to resolve the situation. Additional charges may apply for P-1 service, and will be determined by the specific customer contract.**
- **Priority 2:**  
**Production systems are severely degraded, impacting significant aspects of your business operations. ConvergeOne, Inc and Customer are willing to commit full-time resources during business hours to resolve the situation.**
- **Priority 3:**  
**Network performance is degraded. Network functionality is noticeably impaired, but most business operations continue.**
- **Priority 4:**  
**Customer requires assistance but daily network function is not affected.**

**NOTE:** Priority 1 problem escalation times are measured in calendar hours, 24 hours per day, 7 days per week. Priority 2, 3 and 4 escalation times correspond with ConvergeOne, Inc business hours: 8 a.m. to 5 p.m. Central Time, Monday through Friday, excluding ConvergeOne, Inc holidays.

### Contract Call Escalation Guideline

ELAPSED TIME	PRIORITY 1	PRIORITY 2	PRIORITY 3	PRIORITY 4
1-Hour	Supervisor			
4-Hour	Mgr. & Vendor		Supervisor	
24-Hour	CTO	Mgr. & Vendor		
48-Hour	CEO			
72-Hour		CTO	Supervisor	
96-Hour		CEO	Mgr. & Vendor	Manager

## Requesting Escalation

If you feel that adequate forward progress or the quality of service is not satisfactory, we encourage you to escalate your case by contacting the Technical Services Manager or Network Operations Center Manager at the number(s) listed below. If you feel your problem requires additional attention, please contact your ConvergeOne Account Manager or Glen Mire:

### TECHNICAL SERVICES MANAGER

Glen Mire  
800-844-8895 x 6121  
[gmire@convergeone.com](mailto:gmire@convergeone.com)

Vendors must submit customer satisfaction statistics or survey results concerning the quality of the products and/or services offered.

ConvergeOne, Inc takes pride in our customer satisfaction ratings. One of the best measurements we have is from our Cisco customer base. Cisco conducts annual customer satisfaction surveys that helps them determine how capable their partners are at delivering and implementing complex Cisco solutions.

Here are some recent awards designations and the current status of our Cisco customer satisfaction ratings:

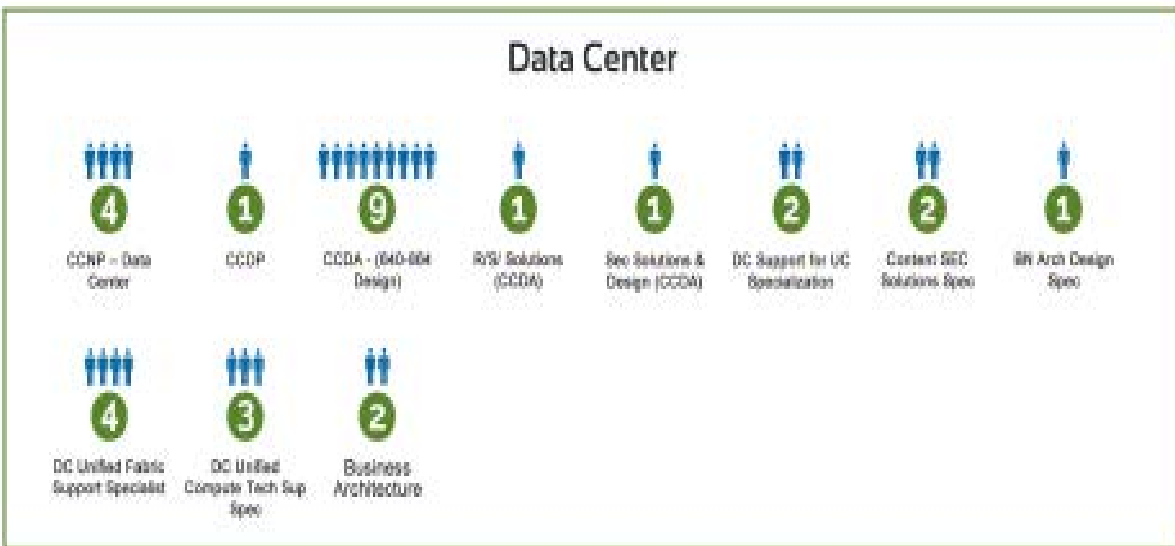
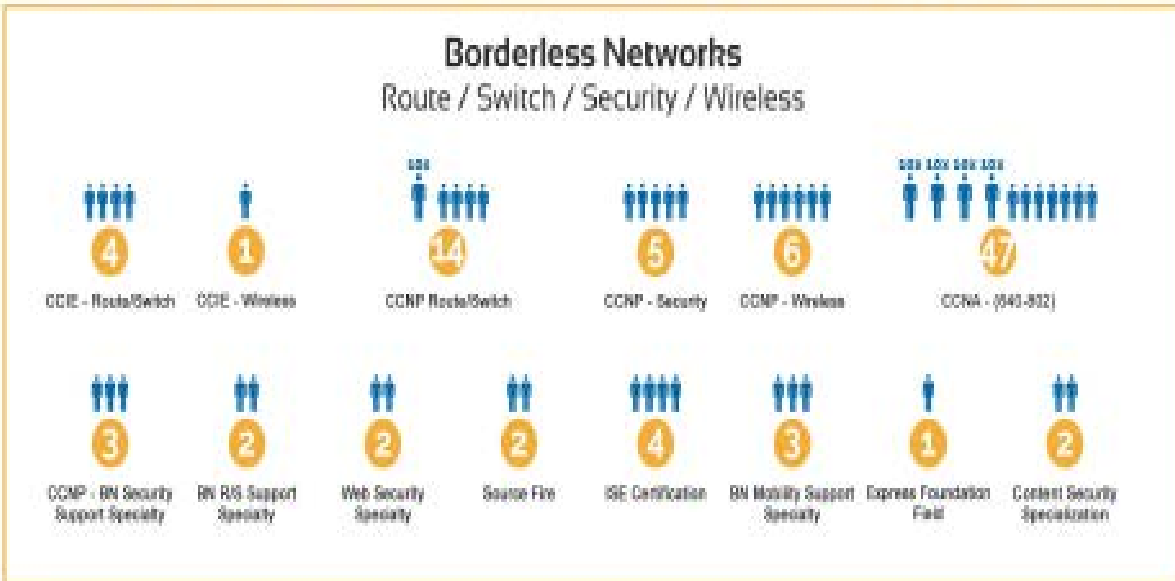
- Cisco Outstanding Solutions Partner - Western United States – 2015
- Cisco Solution Innovation Partner of the Year for the United States - 2018
- Cisco Excellence Award in Customer Satisfaction in 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2017, 2018 with an overall rating of 4.862 out of 5. In 2012, our rating was 4.92
- Cisco Systems US Commercial Partner of the Year in 2018
- Cisco Systems Western Region SLED Partner of the Year 2017
- Cisco Systems Western Region Partner of the Year 7 years in a row!
- Cisco SLED Partner of the Year for the East 2013, 2017

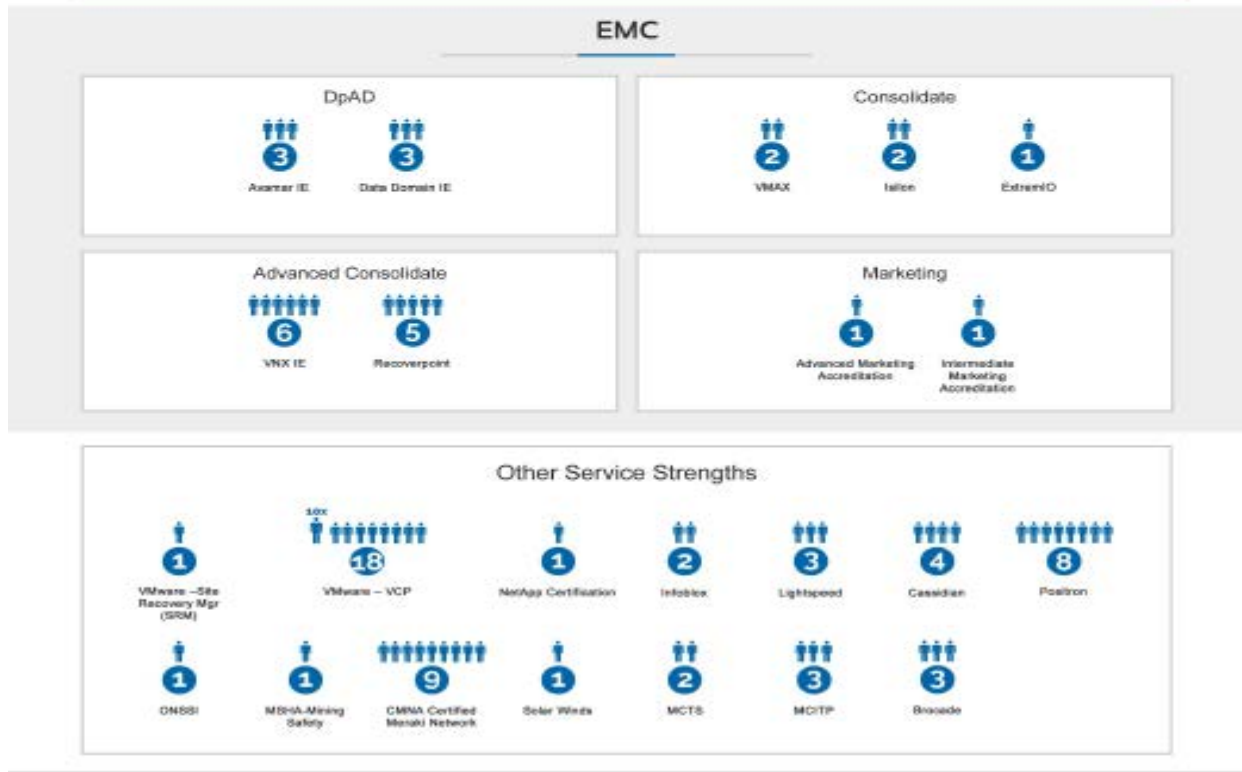
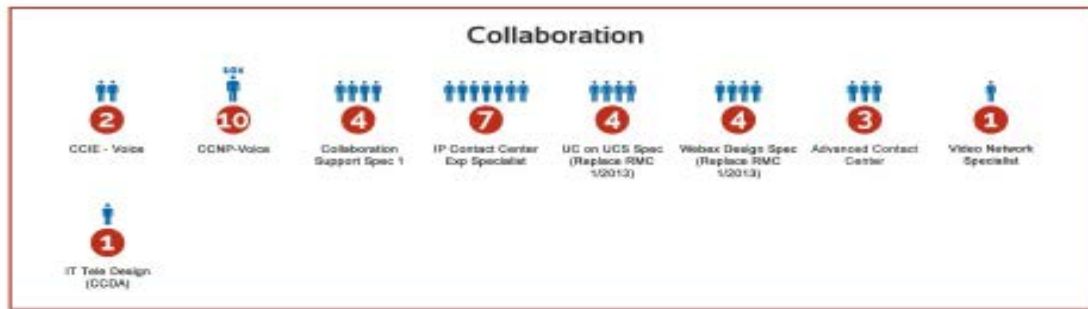
Vendors must thoroughly describe their ability to provide value added technical services including installation, training or directly related optional services and the geographic area where the services may be provided. Vendors should provide a map with an indication of the locations where each type of value-added service may be provided.

ConvergeOne, Inc has 2 Technical Architects and 7 Engineers in Alabama. Our Engineering Teams hold certifications and expertise in almost all of the leading manufacturers in the industry. We treat our entire Engineering Teams as one pool and all Teams are available to assist with any pre- or post-implementation support needs.

Below is a current document that highlights some of the technical resources and certifications they hold. These resources are available to support our customers with presales, implementation, and post implementation support services.

# ConvergeOne's Strength and Depth





### 3.23 Reporting

Vendors must agree to provide quarterly utilization reports to the System based upon the schedule and minimum content as described in this request. Quarterly reports must be submitted to The System Office to JPA-Notification@accs.edu. The electronic copy must be in the form of a PDF file. Vendors must describe their ability and commitment to meet this requirement and include a sample quarterly report with the bid response. The required report must be compiled and forwarded to the Joint Purchase Agreement Initiative Administrator within two weeks of the end of each quarter. Vendors may count quarters either from the calendar (i.e., the end of March will be the end of the first quarter) or from the time we awarded you the bid (i.e., May 1 will be the end of the first quarter). An example of the required reporting format is included in Appendix C. Failure to provide the required report in the specified format could result in removal from the contract.

Vendors are encouraged to describe and include additional sample reports. Vendors are encouraged to describe other reporting capabilities such as electronic delivery of reports or direct access to Internet or other databases that may be used to administer the agreements or support marketing.

### **ACKNOWLEDGED AND WILL COMPLY**

**We currently provide many reports out of our CRM/Accounting packages to our clients that ask for or require them. Below is a small sample of one type of report.**

<u>DATE</u>	<u>CLIENT NAME</u>	<u>QTY.</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
-------------	--------------------	-------------	--------------------	--------------

06/18/18	UNA	1	CISCO CATALYST ETHERNET SWITCH	\$12,200.00
06/18/18	UNA	1	CISCO CATALYST WS-C3750X-48P-L CONVERGEONE PROFESSIONAL	\$5,500.00
06/18/18	BSD	1	SERVICES	\$880.00
06/28/18	UNA	2	CISCO-SFP(MINI-GBIC) MODULE	\$610.00
06/25/18	DCSD	1	PRO RANGE 87' ACTIVBOARD	\$1,799.50
06/12/18	DoM	1	APC 1-4301254545 SC 1-1Z4UT8A	\$2,460.90
06/10/18	HCLS	1	BROCADE MOBILITY CONTROLLER	\$1,150.00
06/10/18	HCC	1	HP LJ PRO P1102W PRINTER B/W	\$194.00
06/17/18	HCC	3	HP 300GB 2.5" INTERNAL HARD	\$693.00
06/17/18	HCC	1	HP 3YR NBD W/DMR PROLIANT	\$175.00
06/17/18	HCC	1	HP 512MB FBWC FOR P-SERIES	\$330.00
06/17/18	HCC	1	HP 8GB (1X8GB) DUAL RANK X4	\$85.00
06/17/18	HCC	1	HP DISKDRIVE- DVD-ROM - 8X	\$89.00
06/17/18	HCC	1	HP PROLIANT DL380p G8 2U RACK	\$1,760.00
06/17/18	HCC	1	INTEGRATED LIGHTS-OUT ADV	\$335.00
06/19/18	HCC	25	HP 830038C i5 3470 250HQ	\$15,675.00
06/19/18	HCC	60	HP COMPAQ ELIET 8300 i3 2120	\$31,260.00
06/19/18	HCC	45	HP PROBOOK 6570b i5 4GB 320GB	\$36,675.00
06/19/18	HCC	4	CISCO CATALYST 2960 24 10/100	\$1,700.00
06/26/18	HCC	2	HP LASERJET PRO 400 M401n	\$650.00
06/28/18	HCC	20	HP 830038C i5 3470 250HQ	\$12,540.00
06/28/18	HCC	160	HP COMPAQ ELITE 8300 i3 2120	\$83,360.00
06/28/18	HCC	25	HP PROBOOK 6570b i5 4GB 320GB	\$20,325.00
06/28/18	HCC	1	HP 3Y SUPPORT PLUS 24 SVC	\$2,750.00
06/28/18	HCC	1	HP D6000 2TB 6G SAS LFF	\$27,970.00
06/28/18	HCC	2	HP EXT MINI SAS 2M CABLE	\$210.00
06/28/18	HCC	1	HP MDS600 HW SUPPORT	\$0.00
06/28/18	HCC	1	HP SMART ARRAY P421/2GB	\$787.00
06/30/18	HCC	40	HP COMPAQ LA2006X LED	\$7,400.00
06/30/18	HCC	10	HP COMPAQ LA2006X LED	\$1,350.00
06/30/18	HCC	65	HP ESSENTIAL P221 21.5" LED	\$15,015.00

### 3.24 Electronic Commerce

Vendors must describe their ability to provide and maintain, at a minimum, an Internet website that contains the complete ESS as well as product specifications and options. Vendors are encouraged to describe an existing capability or commitment to implement a website that would provide procuring entities guidance and assistance with product selection, purchase order tracking, reporting or other relevant capability. The ability or commitment to accept and process purchase orders electronically should be thoroughly described. Internet URL's may be provided which reference sites that demonstrate the desired functionality.

#### **ACKNOWLEDGED AND WILL COMPLY.**

**A copy of this bid response will be uploaded and maintained on the ConvergeOne, Inc website at: [www.convergeone.com/public\\_sector\\_contracts.php#alabama](http://www.convergeone.com/public_sector_contracts.php#alabama)**

### 3.25 Breadth of Offering

Vendors must, at a minimum, offer products or services in at least one of the following categories:

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)
- Servers
- Printers
- Monitors
- Storage
- Networking Equipment
- Audio and Video Conferencing Equipment

- Multimedia Hardware
- VOIP/Unified Communications Solutions
- Video Surveillance Solutions
- Key and Access Control Equipment
- Software
- Professional Services
- Other

Vendors must provide a comprehensive list of the models or variations available in each of the following categories for which a vendor offers products:

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)
- Servers
- Printers
- Monitors
- Storage
- Networking Equipment
- Audio and Video Conferencing Equipment
- Multimedia Hardware
- VOIP/Unified Communications Solutions
- Video Surveillance Solutions
- Key and Access Control Equipment
- Software
- Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the breadth of the product line flexibility and performance.

Vendors must provide, at a minimum, a licensed operating system with each type of processor, where applicable. Vendors must provide a list of the operating systems for each of the following categories of processors:

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices).
- Servers
- Networking Equipment
- Audio and Video Conferencing Equipment
- VOIP/Unified Communications Solutions
- Key and Access Control Equipment
- Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of operating systems that are proposed.

**ConvergeOne, Inc resells leading manufacturer's products and provides desktop and server operating system licenses either from the computer vendors (OEM Windows licenses) or as part of a Microsoft Education licensing agreement. ConvergeOne can also provide vmWare and RedHat Education licensing agreements.**

Vendors may propose and provide a wide range of the general-purpose software products. Vendors may provide a summarized list of the general-purpose software that is proposed for each of the following categories of processors:

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices).
- Servers
- Networking Equipment
- Audio and Video Conferencing Equipment
- VOIP/Unified Communications Solutions
- Video Surveillance solutions
- Key and Access Control Equipment
- Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of general-purpose software products that are proposed.

**ConvergeOne, Inc partners with a wide-variety of the leading software application vendors in today's market. We can supply individual licenses or Educational licensing agreements from vendors such as vmWare, Infoblox, SolarWinds, Dell, Cisco, McAfee, EMC, Trend Micro, and UniTrends, and many more.**

Vendors may propose and provide a wide range of the technical services including installation, training and technical support:

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)
- Servers Printers Monitors Storage
- Networking Equipment
- Audio and Video Conferencing Equipment
- Multimedia Hardware
- VOIP/Unified Communications Solutions
- Video Surveillance solutions
- Key and Access Control Equipment
- Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of technical support services that are proposed.

**ConvergeOne provides rapid, accurate fulfillment of thousands of IT products to virtually any address in the nation. The perfect complement to our premise and cloud solutions, ConvergeOne offers a variety of end-user computing products from the world's leading manufacturers of PCs, notebooks, tablets, monitors, printers, and peripherals—everything necessary to outfit any size organization—at competitive pricing.**

**We partner with the IT industry's leading distributors, with almost \$3 billion of inventory on hand in 23 U.S.-based warehouses, ready to ship directly to you! Our value-added services include custom configuration to your specifications, system and product staging, asset tagging in our warehouse for coordinated shipment and delivery, and stock position management of your standard products and system configurations to reduce or eliminate backorders.**

**The document below is an illustration of the products and services that we provide to our customers. The Line Card below is broken into three tiers of products that represent our capabilities in each of these product solutions. The products and/or vendors within each tier is always changing and evolving with the market and as we gain new expertise in our product solutions.**

**Our Tier 1 products are solutions that we sell, use our own Engineers to install, implement, and support remotely via our Customer Support Center (CSC) in Denver, CO. The CSC support team is trained at the highest levels and is also responsible for providing 24x7x365 support to our VTSafetyFirst (hosted 9-1-1) customers. The level of expertise involved with supporting this piece of our business is critical to save human lives. This support team is also available to support our commercial and SLED customer-base. As a value-add to our customers that use our Field Engineering Team to assist with implementations and/or upgrades, ConvergeOne, Inc provides 30-Days of free support post project implementation support from the**

**CSC.**

**Our Tier 2 products are solutions that we sell and use our own Engineers to install and implement the solution but is not supported via the CSC.**

**Our Tier 3 products are Sales Only (Product Fulfillment). Typically we must use vendor or 3rd party installation and support services as needed.**

## Tier 1 - Sales, Venture PS Installation, CSC Support



- ✓ Borderless Networks (Route, Switch, Wireless)
- ✓ Data Center (Nexus, UCS)
- ✓ Collaboration (including Contact Center Express)
- ✓ Security (All product families)
- ✓ WebEx
- ✓ TelePresence
- ✓ Cisco Powered IaaS and Managed Services



- ✓ Storage
  - VNX / VNXe, VMAX, Isilon, VPLEX and Xtreme Family of Products
- ✓ Data Protection
  - Avamar, Data Domain, Data Protection Suite, RecoverPoint and Networking



- ✓ vSphere Family
- ✓ vCloud Family
- ✓ Data Center
- ✓ Desktop
  - Horizon (View) and ThinApp
- ✓ vCenter Family
  - Site Recovery Manager



- ✓ MS Exchange
- ✓ Windows Server
- ✓ Desktop OS & Office
- ✓ Products



- ✓ Call Replay
- ✓ SA Announce
- ✓ Appendix



- ✓ Secure DNS
- ✓ Infoblox NetMRI



## Tier 2 - Sales, Venture PS Installation



- ✓ Identity Services Engine (ISE)
- ✓ Invisia



- ✓ Switch Fabric
- ✓ Networking
- ✓ Security



- ✓ Message Archiver
- ✓ Web Content Filter
- ✓ Web Application Firewall
- ✓ SPAM Firewall



### Enterprise Product Group

- ✓ Storage Solutions
  - 3PAR (Primary SAN Storage)
  - MSA (Entry Level)
  - StoreOnce (Disk based backup)
- ✓ Enterprise Servers
  - ProLiant Server Family
- ✓ Networking Products
  - Switches
  - Routers
  - Wireless LAN



- ✓ Local Traffic Manager
- ✓ Global Traffic Manager
- ✓ Link Controller



### Enterprise Product Group

- ✓ Video Conferencing



- ✓ Cameras



- ✓ Smart boards / Educational







- ✓ XenApp
- ✓ Netscaler



- ✓ NSX

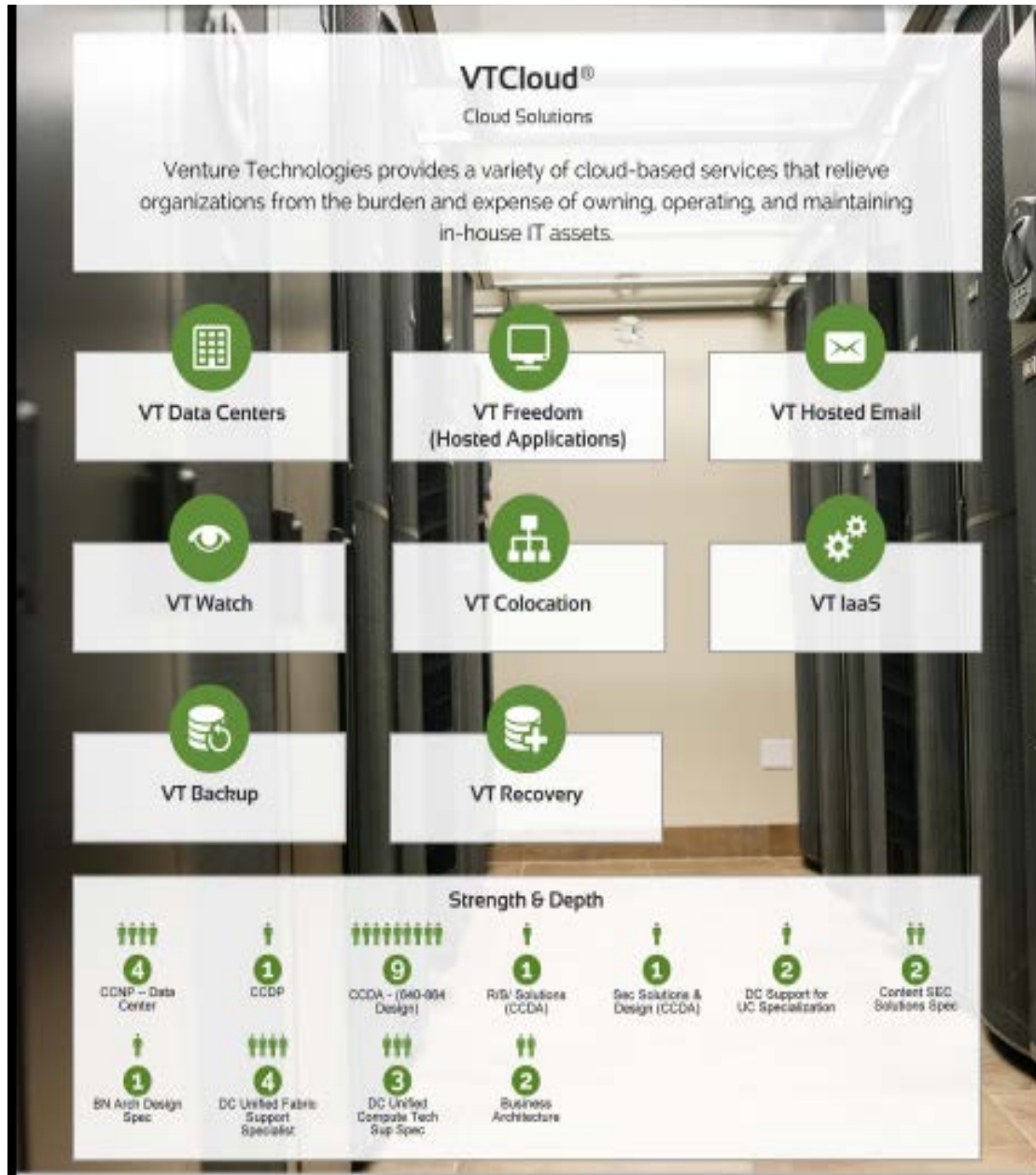


### Tier 3 - Sales Only\*

 <ul style="list-style-type: none"><li>✓ Cisco Physical Security</li><li>✓ Cisco Collaboration<ul style="list-style-type: none"><li>- Contact Center Enterprise</li></ul></li><li>✓ Telehealth</li><li>✓ ACI</li></ul>	 <ul style="list-style-type: none"><li>✓ Security<ul style="list-style-type: none"><li>- RSA SecurID</li><li>- RSA Identity and Access</li></ul></li></ul>	 <ul style="list-style-type: none"><li>✓ vCenter Family<ul style="list-style-type: none"><li>- Operations Manager</li><li>- Hyperic</li><li>- Orchestrator</li><li>- Configuration Manager</li><li>- Automation Manager</li></ul></li></ul>
 <ul style="list-style-type: none"><li>✓ MS SQL</li><li>✓ Sharepoint</li></ul>	<b>OTHER</b> <ul style="list-style-type: none"><li>✓ Dell</li><li>✓ Lenovo</li><li>✓ APC</li><li>✓ Panasonic</li><li>✓ Ergotron</li><li>✓ Aruba</li><li>✓ HDS</li><li>✓ Veeam</li><li>✓ McAfee</li><li>✓ FireEye</li><li>✓ CheckPoint</li><li>✓ VCE</li><li>✓ Aerohive</li><li>✓ Unitrends</li><li>✓ Promethean</li><li>✓ Oracle</li><li>✓ Mondo Pad</li></ul>	

\*Sales Only (Product Fulfillment) Must use vendor or 3rd party installation and support services as needed.

In addition to the product offerings above, ConvergeOne, Inc also offers a wide variety of Public and Private Cloud Solutions. Below is an overview of our current offerings:



As illustrated above, ConvergeOne, Inc can provide complete technical services that include pre-sales consulting, design, implementation, onsite/remote technical support, managed services, cloud computing and data center hosting. We are certified in many infrastructure technologies including but not limited to the products that we are offering here. More information on ConvergeOne, Inc can be found at [www.convergeone.com](http://www.convergeone.com)

3.26 Primary Account Representative

Vendors must identify by name and location both the proposed primary account representative and the marketing supervisor who will be responsible for the performance of the agreement. Any changes to this information must be immediately sent to the Joint Purchase Agreement Administrator.

**Todd Clark**

National Account Manager

o 205.989.0105

m 205.529.2680

15 Southlake Lane, Suite 350 | Birmingham, AL 35244

[tclark@convergeone.com](mailto:tclark@convergeone.com)



3.27 References

Vendors must submit three (3) references of entities of like size and complexity, and/or entities that have or are currently receiving similar products and services to those proposed by the vendor for this procurement. Each reference must include the name of the contact person, address, telephone number and description of products and services provided.

**University of West Alabama**

**Mike Pratt**

**Business Office Station 2**

**Livingston, AL 35470**

**(205) 652-3673**

**\*\* ConvergeOne, Inc provides Aerohive and Cisco wireless solutions and support to UWA.**

**Auburn University Montgomery**

**Dale Wynn**

**P O Box 244023**

**Montgomery, AL 36124-4023**

**(334) 244-3000**

**\*\* ConvergeOne, Inc provides Aerohive wireless solutions and support to AUM.**

**Alabama State University  
Brian Webb  
1251 S. Decatur Street  
Montgomery, AL 36104  
334-229-4906**

**\*\* ConvergeOne, Inc provides product fulfillment and support of Cisco servers, vmWare for virtualization, and integration services of these solutions into the ASU network and SAN.**

**University of North Alabama  
Ethan Humphres  
One Harrison Plaza  
Florence, AL 35632  
256-765-4351**

**\*\* ConvergeOne, Inc provides product fulfillment and services for Brocade networking, Cisco servers, VMware licensing, MS licensing, APC Power, RedHat licensing, Infoblox, and UniTrends backup and recovery solutions to UNA.**

### **3.28 Pricing Level and Guarantee**

Vendors must submit with their responses a narrative that describes the baseline (published) pricing and the initial pricing level discount that is proposed, by product class or category in the ESS. The response to this specification is expected to be in the form of a percentage discount from a published, baseline price listing. Vendors must describe the baseline pricing and provide information where the baseline pricing may be accessed and verified.

Firm Price – Initial quoted discount levels must remain constant throughout the term of this agreement, subject only to subsequent increased discount amounts.

#### **ACKNOWLEDGED AND AGREED**

**ConvergeOne, Inc is proposing standard professional services at a flat rate discount of \$185 per hour (+ travel, if applicable) for standard time and materials hourly services during normal business hours. Pricing for after-hours support and project-related solutions will be negotiated accordingly by the Primary Account Manager.**

**ConvergeOne, Inc is proposing APC products to the ACCS at a minimum discount price of 10% off the current list price. Final pricing will be negotiated accordingly by the Primary Account Manager.**

**ConvergeOne, Inc is proposing Cisco products to the ACCS at a minimum discount price of 40% off current list price and 8% off SmartNet services. Final pricing will be negotiated accordingly by the Primary Account Manager.**

**ConvergeOne, Inc is proposing Dell EMC products to the ACCS at a**

minimum discount price of 20% off current list price and 5% off maintenance and support services. Final pricing will be negotiated accordingly by the Primary Account Manager.

ConvergeOne, Inc is proposing Dell products (servers, PCs, switches) to the ACCS at a minimum discount price of 20% off current list price and 5% off maintenance and support services. Final pricing will be negotiated accordingly by the Primary Account Manager.

ConvergeOne, Inc is proposing UniTrends products to the ACCS at a minimum discount price of 10% off current list price and 5% off maintenance and support services. Final pricing will be negotiated accordingly by the Primary Account Manager.

ConvergeOne, Inc is proposing Pure Storage products to the ACCS at a minimum discount price of 30% off current list price and 5% off maintenance and support services. Final pricing will be negotiated accordingly by the Primary Account Manager.

ConvergeOne, Inc is proposing Palo Alto security products to the ACCS at a minimum discount price of 10% off current list price and 5% off maintenance and support services. Final pricing will be negotiated accordingly by the Primary Account Manager.

ConvergeOne, Inc is proposing Oberon products to the ACCS at a minimum discount price of 10% off current list price and 5% off maintenance and support services. Final pricing will be negotiated accordingly by the Primary Account Manager.

ConvergeOne, Inc is proposing F5 products to the ACCS at a minimum discount price of 10% off current list price and 5% off maintenance and support services. Final pricing will be negotiated accordingly by the Primary Account Manager.

ConvergeOne, Inc is proposing Moxa products to the ACCS at a minimum discount price of 10% off current list price and 5% off maintenance and support services. Final pricing will be negotiated accordingly by the Primary Account Manager.

ConvergeOne, Inc is proposing Eaton products to the ACCS at a minimum discount price of 10% off current list price and 5% off maintenance and support services. Final pricing will be negotiated accordingly by the Primary Account Manager.

ConvergeOne, Inc is proposing Aerohive products to the ACCS at a minimum discount price of 10% off current list price and 5% off maintenance

and support services. Final pricing will be negotiated accordingly by the Primary Account Manager.

ConvergeOne, Inc is proposing Stay Online products to the ACCS at a minimum discount price of 10% off current list price and 5% off maintenance and support services. Final pricing will be negotiated accordingly by the Primary Account Manager.

ConvergeOne, Inc is proposing Hatch Med products to the ACCS at a minimum discount price of 10% off current list price and 5% off maintenance and support services. Final pricing will be negotiated accordingly by the Primary Account Manager.

ConvergeOne, Inc is proposing vmWare software products to the ACCS at a minimum discount price of 5% off current list price and 2% off maintenance and support services. Final pricing will be negotiated accordingly by the Primary Account Manager.

ConvergeOne, Inc is proposing Infoblox software products to the ACCS at a minimum discount price of 10% off current list price and 5% off maintenance and support services. Final pricing will be negotiated accordingly by the Primary Account Manager.

ConvergeOne, Inc is proposing SolarWinds software products to the ACCS at a minimum discount price of 10% off current list price and 5% off maintenance and support services. Final pricing will be negotiated accordingly by the Primary Account Manager.

ConvergeOne, Inc is proposing all current Ruckus (formerly Brocade) products to the ACCS at a minimum discount price of 25% off current list price and 10% off maintenance and support services. Final pricing will be negotiated accordingly by the Primary Account Manager.

ConvergeOne, Inc is proposing Trend Micro security products to the ACCS at a minimum discount price of 10% off current list price and 5% off maintenance agreements. Final pricing will be negotiated accordingly by the Primary Account Manager.

ConvergeOne, Inc is proposing Extreme Networks (products, software, and licenses) to the ACCS at a minimum discount price of 25% off current list price, 2% off specialty cables, and 5% off Maintenance agreements. Final pricing will be negotiated accordingly by the Primary Account Manager.

ConvergeOne, Inc is proposing Proofpoint licensed software products to the ACCS at a minimum discount price of 15% off current list price and 5% off Maintenance/support renewal agreements. Final pricing will be negotiated

accordingly by the Primary Account Manager.

**ConvergeOne, Inc is proposing Rubrik backup solutions to the ACCS at a minimum discount price of 15% off current list price and 10% off Maintenance and support renewal services. Final pricing will be negotiated accordingly by the Primary Account Manager.**

**ConvergeOne, Inc is proposing Liebert power and rack solutions to the ACCS at a minimum discount price of 15% off current list price and 10% off Maintenance and support renewal services. Final pricing will be negotiated accordingly by the Primary Account Manager.**

**ConvergeOne, Inc is proposing 7Signal Wireless Troubleshooting to the ACCS at a minimum discount of 5% off current list price and 2% off maintenance/support renewal services. Final pricing will be negotiated accordingly by the Primary Account Manager.**

3.29 Oral Presentation and Demonstration

If selected as a finalist, vendors agree to provide the Evaluation Committee the opportunity to meet with and question the proposed primary account representative at the oral presentation (if deemed necessary by the Evaluation Committee). The proposed primary account manager is expected to conduct the presentation. Vendors will be required to demonstrate their Internet based reporting and electronic commerce capabilities to the Evaluation Committee.

**ACKNOWLEDGED AND AGREED**

3.30 Equipment and Services Schedule

Vendors must submit with their responses a complete Equipment and Services Schedule including all the products and services offered, at the initial pricing level stated in response to section 3.25.

The ESS may be submitted in a single file, PDF format on a compact disc, USB drive, or made available via a website.

**A copy of this bid response and stated pricing discounts will be posted and maintained on the ConvergeOne, Inc web site at:  
[www.convergeone.com/public\\_sector\\_contracts.php#alabama](http://www.convergeone.com/public_sector_contracts.php#alabama)**

3.31 Scope of Work

The vendor shall deliver computing system products and services to procuring entities in accordance with the terms of this agreement. Accordingly, the vendor shall provide products or services only upon the issuance and acceptance by vendor of valid "purchase orders". Purchase orders will be issued to purchase the license for software or to purchase or lease products listed on the ESS. A procuring entity may purchase any quantity of product or service listed in the ESS at the prices stated therein. For large orders, the procuring entity may negotiate quantity price discounts below the ESS price(s) for a given purchase order. Vendor may offer authorized educational institutions educational price discounts that result in prices below the ESS listed prices.

**ACKNOWLEDGED AND AGREED**

3.32 Title Passage

Title to equipment shall pass to the procuring entity upon acceptance of equipment.

**ACKNOWLEDGED AND AGREED**

3.33 Quantity Guarantee

This agreement is not an exclusive agreement. Procuring entities may obtain computing system products and services from other contract awarded vendors during the agreement term.

**ACKNOWLEDGED AND AGREED**

3.34 Order of Precedence

Each purchase order that is accepted by the vendor will become a part of the agreement as to the products and services listed on the purchase order only; no additional terms or conditions will be added to this agreement as the result of acceptance of a purchase order. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. the terms and conditions of this RFB
- B. exhibits to this agreement
- C. the list of products and services contained in the purchase order
- D. vendor's response

**ACKNOWLEDGED AND AGREED**

3.35 Payment Provisions

All payments under this agreement are subject to the following provisions:

A. Acceptance

The procuring entity shall determine whether all products delivered to it meet the vendor's published specifications. No payment shall be made for any products until the products have been accepted by the procuring entity. Unless otherwise agreed upon between the procuring entity and the vendor, within thirty (30) days from the date the procuring entity receives written notice from the vendor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring entity shall accept or reject the products or services.

**ACKNOWLEDGED AND AGREED**

B. Payment of Invoice

Payments shall be submitted to the vendor at the address shown on the invoice. Payment shall be tendered to the vendor within thirty (30) days from acceptance.

In the event an order is shipped incomplete (partial), the procuring entity must pay for each shipment as invoiced by the vendor unless the procuring entity has clearly specified "No Partial Shipments" on each purchase order.

**ACKNOWLEDGED AND AGREED**

C. Invoices

Invoices shall be submitted to the procuring entity.

**ACKNOWLEDGED AND AGREED**

3.36 Shipment and Risk of Loss

Vendor must ship all products F.O.B. destination regardless of price discounts. Risk of loss or damage to the products shall pass to the procuring entity upon delivery to the procuring entity. Vendor agrees to assist the procuring entity with the processing of claims for such loss or damage and to expedite the processing of claims for such loss or damage and to expedite replacement of lost or damaged products. Destination charges shall be included in the product price on the ESS.

All license agreements or sales order contracts, which must be signed prior to delivery of proposed items, must be included with the bid for review by the System. Documents not submitted with the response will not be considered at a later date. In all cases, should there be a conflict of terms and conditions, those terms and conditions in this REQUEST and any resulting System purchase order will prevail.

Whenever a procuring entity does not accept any product and returns it to the vendor, all related documentation furnished by the vendor shall be returned also. The vendor shall bear all risk of loss or

damage with respect to returned products except for loss or damage directly attributable to the negligence of the procuring entity.

Unless otherwise agreed upon by the procuring entity, the vendor is responsible for the pick-up of returned equipment. Software and documentation will be returned via U.S. Mail at the expense of the procuring entity.

Unless otherwise arranged between the procuring entity and vendor, all shipments of products shall be by vendor truck, UPS, or Federal Express Second Day (or other way, specify).

### **ACKNOWLEDGED AND AGREED**

#### 3.37 Warranties

At a minimum, the products shall be covered under the manufacturer's warranties in effect at the time the products are delivered or the warranties in effect at the time of contract award, whichever is most beneficial to the procuring entity.

### **ACKNOWLEDGED AND AGREED**

#### 3.38 Price Guarantees

The procuring entity shall pay the lower of the prices contained in the ESS or an announced promotion price, educational discount price, general price reduction or large order negotiated price. Only general price reduction decreases will apply to all subsequent orders accepted by vendor after the date of the issuance of the revised prices. Vendor agrees to maintain ESS product prices in accordance with the volume price discount guarantees filed. Prices set forth in the ESS are subject to decrease without prior notice. Special pricing discounts offered by successful bidders after the award of bids shall remain in effect for a minimum of 30 days.

### **ACKNOWLEDGED AND AGREED**

#### 3.39 Technical Support

The vendor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to procuring entity personnel who wish to obtain competent technical assistance regarding the installation or operation of products supplied by the vendor.

### **ACKNOWLEDGED AND AGREED**

**\*\* Please contact your ConvergeOne, Inc Account Manager for any technical support needs you may have.**

#### 3.40 Product Delivery

Vendor agrees to deliver products to procuring entities within 30 days after receipt of a valid purchase order unless otherwise negotiated with procuring entity.

### **ACKNOWLEDGED AND AGREED**

#### 3.41 Impracticality of Performance

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

### **ACKNOWLEDGED AND AGREED**

#### 3.42 Records and Audit

Vendor agrees to maintain detailed records pertaining to the price of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order. These records shall be subject to inspection by the procuring entity and appropriate governmental authorities with the state of Alabama. The procuring agency shall have the right to audit billings either before or after payment. Payment under this agreement shall not foreclose the right of the procuring entity to recover excessive or illegal payments.

### **ACKNOWLEDGED AND AGREED**

#### 3.43 Use of Subcontractors

The vendor may subcontract installation, training, warranty or maintenance services. However, the vendor

shall remain solely responsible for the performance of this agreement. All procuring entity payments for products or services shall be made directly to the vendor. If subcontractors are to be used, the name of the authorized subcontractor(s) shall be identified in the applicable participating addendum(s).

### **ACKNOWLEDGED AND AGREED**

#### **3.44 Indemnification**

The vendor shall indemnify and hold harmless the System from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against the System so far as it is based on defects in products provided to the System.

The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement, to indemnify and hold harmless the System and its officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the vendor concerning the equipment or services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property or any and all claims for Patent, Trademark, Copyright, Intellectual Property, or Trade Secret Infringement. The vendor also covenants and agrees, at its sole cost and expense, to hold the System and its officers, agents, and employees from and against all judgments, costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the System or against any of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from the System will resist and defend such action or proceeding by qualified counsel. However, the provisions of this Section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of the System, or its officers, agents, or employees.

For the purposes of paragraph 3.44, the term, the System, shall include all entities listed in Appendix A or any subsequent revision thereof and their respective officers, directors, employees, agents and assigns.

### **ACKNOWLEDGED AND AGREED**

#### **3.45 Website Maintenance**

Vendor agrees to maintain and support an Internet website for access to the ESS, configuration assistance, product descriptions, product specifications and other aids in accordance with instructions provided by the contract. In addition, vendor may provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.

### **ACKNOWLEDGED AND AGREED**

**\*\* Please contact your ConvergeOne, Inc Account Manager for guidance on accessing the information requested.**

#### **3.46 Ethics**

The vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.

If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is a public official or public employee (including the System) as defined by the Code of Alabama Section 36-25-1, this information must be included in your response. Failure to disclose this information in your response will result in the elimination of your response from evaluation. If your firm is awarded any contract as a result of this request, the System reserves the right to furnish a copy of any resulting contract to the State of Alabama Ethics Commission as directed in the Code of Alabama, Section 36-25-11, within ten (10) days of award.

System employees are not allowed to accept personal gifts or gratuities.

### **ACKNOWLEDGED AND AGREED**

#### **3.47 Replacement Parts**

Replacement parts may be refurbished with agreement of procuring entity.

### **ACKNOWLEDGED AND AGREED**

#### **3.48 FCC Certification**

The vendor agrees that hardware supplied by the vendor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for contract termination.

## **ACKNOWLEDGED AND AGREED**

### **3.49 Site Preparation**

A procuring entity shall prepare and maintain its site in accordance with written instructions furnished by the vendor prior to the scheduled delivery date of any equipment or service and shall bear the costs associated with the site preparation.

## **ACKNOWLEDGED AND AGREED**

### **3.50 Assignment**

The vendor shall not assign nor transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without prior written approval from procuring entity.

## **ACKNOWLEDGED AND AGREED**

### **3.51 Survival**

Certain paragraphs of this agreement including but not limited to Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Software licensees, lease, warranty and service agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

## **ACKNOWLEDGED AND AGREED**

### **3.52 Lease Agreements**

Vendor may lease equipment to procuring entities in accordance with terms and conditions approved by the appropriate governing authority for the procuring entity.

## **ACKNOWLEDGED AND AGREED**

### **3.53 Vendor Disclosure Statement**

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Upon being awarded the contract, Alabama State Law requires that the vendor must complete a Vendor Disclosure Statement. The 2-page form and the instructions are available online as noted per Appendix D. The completed forms must be returned to the Joint Purchase Agreement Administrator by Thursday, February 28<sup>th</sup>, 2019. The form is required by the vendor and covers the duration of the bid.

## **ACKNOWLEDGED AND AGREED**

### **Immigration**

Vendor agrees, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama in compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act (Act 2011-535). Upon being awarded the contract, Alabama State Law requires that the vendor must complete the Business Entity Employer Contractor Compliance form as proof that the vendor has enrolled in the E-Verify program as required by state law. The form and the instructions are available online as noted per Appendix D. E-Verify documentation, which is unavailable due to the Federal Government shutdown, will be deferred until such documentation may be obtained from any federal agency.

## **ACKNOWLEDGED AND AGREED**

### **Agreement does not Constitute a Debt**

It is furthered agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of the agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Vendor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise for or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.

## **ACKNOWLEDGED AND AGREED**

In compliance with Act 2016-312, the vendor hereby certifies it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

**ACKNOWLEDGED AND AGREED**

## **BID FORMAT AND ORGANIZATION**

### **4.1 Bid Format**

All bids must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

**ACKNOWLEDGED AND AGREED**

### **4.1.1 Bid Organization**

The bid response must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- A. Letter of Transmittal
- B. Evaluation Submission Form
- C. Table of Contents
- D. Bid Summary (optional)
- E. Response to General Requirements and Specifications

Within each section of the bid, vendors should address the items in the order in which they appear in this RFB.

Any bid that does not adhere to these requirements may be deemed non-responsive and rejected on that basis. A bid summary may be included by vendor to provide the Evaluation Committee with an overview of the technical and business features of the response; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the vendor's response.

**ACKNOWLEDGED AND AGREED**

### **4.1.2 Letter of Transmittal**

Each response must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- A. Identify the submitting organization
- B. Identify the name and title of the person authorized by the organization to contractually obligate the organization
- C. Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization
- D. Identify the names, titles and telephone numbers of persons to be contacted for clarification
- E. Explicitly indicate acceptance of the Conditions Governing the Procurement
- F. Be signed by the person authorized to contractually obligate the organization
- G. Acknowledge receipt of any and all amendments to this RFB.

**ACKNOWLEDGED AND INCLUDED IN THE FRONT OF THIS RFB**

## **EVALUATION**

### **5.1 Evaluation Process**

All responses will be reviewed for compliance with the mandatory requirements stated within the RFB. Bids deemed non-responsive will be eliminated from further consideration.

The System may contact the vendor for clarification of the response.

The Evaluation Committee may use other sources of information to perform the evaluation.

Responsive bids will be evaluated on factors that have been assigned a point value. The responsible vendor(s) with the highest scores will be selected as finalist(s) based upon the bids submitted. The

responsible vendors, whose bids are most advantageous, taking into consideration the evaluation factors, will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. This procurement is expected to result in a multiple source award. The right to reject any or all bids, or any portions thereof, is reserved.

**ACKNOWLEDGED AND AGREED**