

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (“MSA”), effective as of the last date executed (“Effective Date”), is between Virginia Commonwealth University, a corporation and an institution of higher education of the Commonwealth of Virginia, whose address is 701 West Broad Street, Richmond, VA 23284 (“VCU”, or “University”), and ConvergeOne, Inc., a Minnesota corporation, with offices located at 10900 Nesbitt Avenue South, Bloomington, MN 55437, (“ConvergeOne” or “Contractor”). VCU and CONTRACTOR are sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, VCU issued a Request For Proposals to solicit proposals to obtain certain Avaya services and goods through an authorized reseller, RFP # 140350549AA-2 issued May 14, 2021 (the RFP); and

WHEREAS, ConvergeOne submitted its proposal dated May 28, 2021, (the “Proposal”) wherein it wished to be considered, inter alia, for the services and goods as more fully specified therein (the “Services”); and

WHEREAS, VCU considered all proposals submitted, including the ConvergeOne’s Proposal, and VCU now desires to award to ConvergeOne, as set forth in greater detail below; and

WHEREAS, ConvergeOne desires to provide and perform the Avaya services and goods, as set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **CONTRACT DOCUMENTS.** The contract documents are integrated and shall consist of: (A) this Master Services Agreement and ConvergeOne’s Proposal (the foregoing, together, the “Contract”). Should a conflict arise among the foregoing, this MSA shall control.
2. **SERVICES/GOODS.** Contractor shall perform the following Services on an as-needed basis:
 - A. Hardware, software, maintenance and technical support, including help desk “how to” resources and training as necessary for end users and administrative/engineer level employees.
 - B. Assess and design new sites, direct installation and maintenance support of extended remote sites, expansion of VoIP services, and to the extent applicable, implement new products and applications.
3. **TERM and RENEWAL OF CONTRACT:** This contract shall have a three (3) year initial term (the “Initial Term”) and may be renewed by VCU upon mutual written agreement of authorized representatives of both Parties for seven (7) successive one (1) year periods (each a “Renewal Term”). Upon each mutually agreed upon Renewal Term, the parties shall have an opportunity to update the then-current terms and conditions to ensure the terms continue to reflect the Commonwealth’s requirements and Contractor’s then-current product and service offerings.
4. **FEES:** This is an optional use Contract. VCU shall pay Contractor a fee based on an approved Statement of Work and/or VCU-issued purchase order. All invoices shall be paid net 30 days following receipt of a proper invoice, services rendered, or goods delivered, whichever is later pursuant to and in

accordance with Code of Virginia §§ 2.2-4347 through 2.2-4354 known as the Virginia Prompt Payment Act. Should VCU choose to exercise its right to renew this Contract for a Renewal Term, the fees are subject to the manufacturer's then-current product pricing; however, the initially contracted discount levels will remain fixed during the Initial Term and each Renewal Term. Thereafter, VCU shall pay any additional fees or payments due in accordance with this Section 4. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after receipt of invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. Fees appearing to be incorrect will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Interest on past due amounts accrues at the rate permitted by Code of Virginia §§ 2.2-4347 through 2.2-4354 known as the Virginia Prompt Payment Act. Contractors may enter invoices into the RealSource Vendor Portal, or Contractors may mail an invoice to the Digital Mailroom, VCU's third party payment provider. The address for submission of invoice to the Digital Mailroom is Accounts Payable, Box 398, Scranton, PA 18505.

5. **CONTRACTOR RESPONSIBILITIES.** Contractor shall be responsible for the following:
- A. Providing equipment as specified by the University.
 - B. Provide installation and implementation services of equipment purchased hereunder.
 - C. Maintain and support hardware and software:
 - 1. For a major outage event, ConvergeOne must have a technician on site within two (2) hours of being informed of the issue. A major outage event includes but is not limited to an outage impacting an entire building or site; enterprise system/application/server; life safety; 25% or more of the trunks and/or stations supported by an Avaya voice system's common control; 25% or more of the data peripherals supported by the Avaya voice system's common control; and 25% or more of the special network capabilities supported by the Avaya voice system's common control due to a failure of Avaya product(s).
 - D. Assess and design new sites and implement new products or system enhancements that meet the University's and the VCU Health System's needs.
 - E. Provide technical training to support the system to administrators and engineers, and end users.

6. **GENERAL TERMS AND CONDITIONS**

- A. **APPLICABLE LAW AND COURTS:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia without regard to choice of law principles. The Parties agree that all disputes arising under this Contract shall be brought in the state or federal courts located in Richmond, Virginia. To the extent any provision of the Contract is prohibited by Virginia law, or is otherwise not authorized by Virginia law, due to VCU's status as an agency of the Commonwealth of Virginia, such provision is null and void. Each party shall be responsible for its own legal fees and costs unless otherwise ordered by a court of law.

- B. **ARBITRATION:** Neither Party shall be compelled to arbitrate any matter or otherwise be subject to any form of alternative dispute resolution, but may request and/or opt to participate in alternative dispute resolution in its sole discretion.
- C. **WAIVER OF CLAIMS:** Notwithstanding anything contained herein to the contrary, VCU is an agency of the Commonwealth of Virginia and as such, pursuant to Va. Code § 2.2-514, cannot waive or settle legal claims that VCU may have against another party nor may VCU bestow any right or obligation that is beyond the duly granted authority of the signatory to bestow or incur on behalf of the Commonwealth of Virginia.
- D. **ANTI-DISCRIMINATION:** Contractor certifies to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1). In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:

- a. VCU is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- B.** The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor who performs work relative to this RFP.

- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Contractor certifies that it does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. ANTITRUST: By entering into a contract, Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- G. ASSIGNMENT OF CONTRACT: The Contract shall not be assignable by Contractor in whole or in part without the written consent of the University.
- H. TESTING AND INSPECTION: To the extent applicable, VCU reserves the right to conduct any testing/inspection it may deem advisable to assure goods and services conform to the specifications/Contract.
- I. TERMINATION OF CONTRACT:
 - 1. Either Party may terminate this Contract if the other Party materially breaches this Contract and such breach is not cured within thirty (30) days after written notice to the breaching Party.
 - 2. University reserves the right to terminate this Contract, in part or in whole, without penalty, upon sixty (60) days prior written notice to the Contractor. Any such termination may be subject to fees as detailed in a statement of work, subscription license supplement, service agreement supplement or such document.
- J. CHANGES TO THE CONTRACT: Changes may be made to the Contract:
 - 1. The parties may agree to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed by the parties as a part of their written Contract to modify the scope of the Contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings.
 - 3. Material, substantive modifications, changes, and amendments to the Contract must be in a writing executed by authorized representatives of each party.
- K. NOTICE: All notices provided hereunder in regard to default, claims, actions, or similar events shall be in writing and delivered personally, or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective party at the following addresses:

For VCU:

Director, Procurement Services
912 West Grace Street, 5th Floor
Richmond, Virginia 23298-0327

For Contractor:

ConvergeOne, Inc.
10900 Nesbitt Ave S
Bloomington, MN 55437
Attn: Legal Department

Any notice sent by any other means shall not be considered duly given or delivered unless the receiving party affirmatively acknowledges receipt. Notices with respect to any services and communications specifically for day-to-day servicing purposes shall be sent to the designated points of contact as specified by each Party.

- L. TAXES: Contractor acknowledges all sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-730076K.
- M. FAILURE TO DELIVER GOODS OR SERVICES: In case of failure to deliver goods or services in accordance with the Contract terms and conditions, VCU, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which VCU may have.
- N. SHIPPING: Contractor shall ship all goods FOB destination at the actual freight rate based upon the actual weight of the goods to be shipped.
- O. INSURANCE: Contractor certifies it will have the following insurance coverages, and any insurance otherwise required by applicable law, throughout the entire term of the Contract, as well as renewal terms. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. Contractor further certifies all insurance coverage will be provided by insurance companies authorized by the Virginia State Corporation Commission to sell insurance in Virginia. Minimum Insurance Coverages and Limits Required for Most Contracts:
 - 1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer.
 - 2. Employers Liability - \$100,000.
 - 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products, and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence. (applicable only if motor vehicle is to be used in performance of this Contract)
 5. Cyber Security Liability - \$5,000,000 (applicable as determined by the University)
- P. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) includes the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor providing services under this Contract. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.
- Q. NONDISCRIMINATION: As applicable, federal law requires compliance with the following:
1. 41 CFR § 60-1.4 Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, or national origin.
 2. 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability (60-741.5(a)) and protected veteran status (41 CFR 60-300.5(a)), and require affirmative action to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.
- R. FERPA: To the extent that University provides to Contractor any identifiable student information, including student address, phone number and email address, the University hereby designates Contractor as a school official with a legitimate educational interest in using such student information, and Contractor agrees to use such information only for the purpose of fulfilling its obligations under this Contract. Contractor further agrees not to disclose any such student information to any individual other than the student except as required by applicable law, rule or regulation or court or governmental order or as authorized in writing by the University or the individual student. Contractor acknowledges that this protection of student information is necessary for the University's compliance with the Code of Virginia section 23.1-405(C) and the federal Family Educational Rights and Privacy Act (FERPA).
- S. CONFIDENTIAL INFORMATION: "Confidential Information" means all information of a party ("Disclosing party") disclosed or made available to the other party ("Receiving party") that (i) is clearly marked or identified as such at the time of disclosure or within a reasonable time thereafter; or (ii) should be reasonably known by the Receiving party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. Confidential Information of VCU shall include, but not be limited to information about VCU personnel and students of VCU to the extent such information is not available to the public domain in accordance

with the laws of the Commonwealth of Virginia and FERPA. Contractor shall use its reasonable efforts to prevent and protect Confidential Information from unauthorized use or disclosure, with at least the same degree of care that Contractor uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care under the circumstances. Each Party will only disclose the other Party's Confidential Information to its employees, consultants, or subcontractors only on a need-to-know basis, provided that such employees or subcontractors are subject to confidentiality obligations no less restrictive than those contained herein. Upon the completion of the services and upon request of VCU, Contractor shall return all Confidential Information received in written format, including copies or reproductions or other media containing Confidential Information within seven (7) days of such request.

- T. VA FOIA: Nothing contained herein is intended to limit VCU's compliance with the Virginia Freedom of Information Act ("VFOIA"). For clarity, contracts and pricing between VCU and its vendors are not considered to be exempt from VFOIA requests.
- U. INDEMNIFICATION: Contractor agrees to indemnify, defend, and hold harmless VCU, the Commonwealth of Virginia, and their officers, employees and agents from any claim, damage, liability, injury, expense or loss, including defense costs and attorneys' fees, arising from Contractor's negligence under this Agreement. Accordingly, VCU shall promptly notify Contractor of any claim or action brought against VCU in connection with this Agreement. Upon such notification, and at the request and direction of VCU and/or the Office of the Attorney General, Contractor will immediately defend any such claim or action pursuant to the provisions and requirements of § 2.2-514 of the Code of Virginia.
- V. LIMITATION OF LIABILITY: (1) The total cumulative liability of the Commonwealth, its officers, employees, and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to this contract, shall not under any circumstance exceed payment of the maximum purchase price. (2) Contractor shall be liable to the Commonwealth, its officers, employees, and agents for actual damages arising from claims relating to: (a) personal injury or death; (b) defect or deficiency of the goods or services provided pursuant to this contract and caused solely by the negligence or willful misconduct of Contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement. (3) Neither Party shall in any case be liable to the other Party for 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 unless caused by the Party; 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 a Party has been advised of the possibility of such damages.
- W. STATUTORY DAMAGES: VCU is not authorized to waive damages granted or otherwise available by statute.
- X. SOVEREIGN IMMUNITY: VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth, including the Virginia Tort Claims Act (Va. Code §§ 8.01195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its

agencies. Notwithstanding any other provision, nothing in this Contract shall be deemed to be or construed as a waiver of VCU's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth. The total cumulative liability of the University, its officers, employees, and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to this contract, shall not under any circumstance exceed payment of the maximum purchase price.

- Y. **FORCE MAJEURE:** Neither Party will be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond either Party's reasonable control, including without limitation, war, strikes or labor disputes, civil disturbances, fires, natural disasters, pandemics, including if VCU, in its sole discretion, must close a campus location or take other restrictive actions due to concerns related to the COVID-19 pandemic or acts of God. If the delay or failure in the performance of the Party claiming Force Majeure continues for thirty (30) days or more, then the Party not claiming Force Majeure may terminate this Agreement by written notice to the other Party without penalty. Any funds paid will be reimbursed pro rata based on Services not provided.
- Z. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- AA. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent the funds are appropriated, or otherwise made available, from the Virginia General Assembly or other funding source, or which funds may hereafter be provided for the purpose of this Contract.
- BB. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited for purposes of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Contract. To the extent necessary and as applicable to such additional goods and/or services, the parties shall amend this Contract to incorporate the mutually agreed upon pricing, terms and conditions applicable to the purchase of such additional goods and/or services.
- CC. **REALSOURCE REGISTRATION:** This Contract shall result in a purchase order or purchase orders issued via VCU's source-to-pay platform, RealSource. Contractor shall register in RealSource upon award of contract. For information on registering, visit realsource.vcu.edu. Registration is free, and registered vendors shall have access to purchase order, invoice, and payment information. Contractor is responsible for the security of its RealSource portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information. If this is a cooperative procurement, this clause shall apply to orders placed by VCU only.
- DD. **eVA REGISTRATION AND FEES:** Contractor agrees to self-register with the Commonwealth of Virginia's electronic procurement system, eVA (information on eVA can be found at

<http://www.eva.virginia.gov>), and agrees to maintain self-registered status for the duration of this Contract. The Commonwealth shall assess eVA transaction fees as specified below for each order resulting from this Contract. The Vendor Transaction Fee is:

1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
2. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified Vendor Transaction Fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and the invoice is payable 30 days after the invoice date.

Contractor is responsible for the security of its eVA account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to Contractor's failure to update or protect its account information.

7. SPECIAL TERMS AND CONDITIONS

- A. **ADVERTISING:** Contractor shall not state in any of its advertising or product literature that the University, the Commonwealth of Virginia, or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **TRADEMARKS/LOGOS:** The University retains all rights, title and interest to its trademarks, logos and other intellectual property. Contractor shall first submit a request in writing to the VCU Division of University Relations prior to use of any VCU marks, name, or logos.
- C. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to University during the term of this Contract. Such notice shall also advise the duration of the specific sale or discount price.
- D. **PROMPT PAYMENT DISCOUNTS:** Virginia Commonwealth University will pay within **30** days after receipt and acceptance of an invoice. Offerors are encouraged to offer a prompt payment discount, in which Offeror provides a discount off the invoice total in exchange for VCU paying the invoice in fewer than 30 days. Offeror should describe such an offer at the bottom of their pricing proposal, indicating both A) the discount percentage offered and B) the net number of days in which payment would need to be made in order to achieve the discount.
- E. **EXTRA CHARGES :** The Contract price shall reflect all fees to be incurred for the performance of the Contract, including all applicable freight and installation charges. Any additional fees that arise during the performance of the Contract due to a modification in scope shall only be paid if mutually agreed upon in writing by authorized representatives of both parties prior to incurring such fees.
- F. **ADDITIONAL USERS OF CONTRACT:** It is the University's intent to provide other Virginia Association of State College and University Purchasing Professionals (VASCUPP) with access to

the University's contracts and to provide Contractors with opportunities to do business with other VASCUPP institutions of higher education.

1. To that end, the following Colleges and Universities listed are the VASCUPP institutions and may have access to this Contract: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Polytechnic Institute & State University, Radford University, University of Mary Washington, and Longwood University. Upon written request from a VASCUPP institution, the Contractor may allow access to the contract. Although the University desires to provide access on such contract to VASCUPP, the Contractor is not required to provide such access. A Contractor's willingness to provide this access to VASCUPP members will not be a consideration in awarding this contract. Although the VASCUPP Agencies may have access to any resulting contract, VASCUPP is not bound to use the contract and any use of the contract is strictly optional
 2. If the VASCUPP institutions choose to access this Contract and the Contractor agrees to such access, the terms and conditions of this Contract will be in full force and effect as between the VASCUPP institutions and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from a VASCUPP institution accessing this Contract. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another VASCUPP institution that accessed this Contract.
- G. GRAMM-LEACH-BLILEY ACT: The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit, and tax information.
- H. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the University with the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.
- I. CRIMINAL BACKGROUND INVESTIGATION: If Contractor employees and agents will be on the VCU campus, or have access to protected data as defined herein, Contractor must comply with the following: Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and/or temporary, who may have access to VCU confidential or proprietary information, or data about VCU personnel or students, have passed a criminal background check pursuant to the Code of Virginia, § 2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies found at:

<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>

In order to timely complete the background investigation process, VCU or the purchasing agency must notify ConvergeOne at least ten (10) business days prior to the effective date of a

resulting contract that a background investigation will be required. Contractor shall ensure an investigation is conducted by a third-party vendor utilizing courthouse records and national databases to obtain records within the past seven (7) years. Convictions related to drugs, violence and/or sexual behavior are generally considered job related due to the nature of the VCU environment and the need to provide reasonable levels of protection for students, patients, employees, visitors, and institutional resources.

- J. IDENTIFICATION CARDS: All Contractor employees authorized to work at VCU must obtain a VCU identification card. Information on obtaining a card is available at <http://vcucard.vcu.edu/>. Contractor's employees must wear their VCU identification when they are on VCU property.
- K. REPRESENTATIONS AND WARRANTIES: All representations and warranties made by University are made to the best of its knowledge at the time the representation or warranty is made. University will use its best efforts to comply with all conditions and restrictions on its accounts and the services provided hereunder.
- L. WARRANTY: All materials and equipment shall be fully guaranteed against defects in material and workmanship for the period set forth in the applicable manufacturer's product warranty. Should any defect be noted by the owner during the warranty period, the University will notify the Contractor of such defect or non-conformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the University does not require replacement or correction, but an equitable adjustment to the contract price may be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to the University.
- M. REPAIR PARTS: Products provided under the Avaya maintenance agreement may be new or certified Avaya refurbished products.
- N. SECTION 508 COMPLIANCE: All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of the University (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology clause below shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.
- O. NONVISUAL ACCESS TO TECHNOLOGY: All Technology shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:
 - 1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 - 2. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
 - 3. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and

4. the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if University determines (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available. Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices. If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.1-807 through 2.1-811 of the Code of Virginia.

8. FEDERAL TERMS AND CONDITIONS

For Contracts funded by a U.S. Government grant or contract, the following provisions found in Appendix II of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (2 CFR Part 200, et al) shall be incorporated and made a part of this Contract.

- A. Equal Employment Opportunity (E.O. 11246 as amended by E.O. 11375 and supplemented by 41 CFR part 60).
- B. For construction with Federal funds: the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by 29 CFR part 5
- C. Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 29 CFR part 3).
- D. Where applicable, the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by 29 CFR part 5.
- E. For non-profit organizations and small business, patent rights will be governed by 37 CFR part 401, "Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Contracts."
- F. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387.), as amended.
- G. Mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- H. When applicable, this Contract is subject to Debarment and Suspension (E.O.s 12549 and 12689) as provided in 2 CFR part 180.

- I. The BYRD Anti-Lobbying Amendment (31 U. S. C. 1352): awards of \$100,000.00 or more will file the required certification.
- J. This contractor and subcontractor shall abide by the requirements of 41 CFR 601.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

9. INFORMATION SECURITY / DATA PRIVACY

- A. The University's Data and Intellectual Property Protection Addendum is attached and incorporated herein as Exhibit A.

IN WITNESS WHEREOF, the Parties have executed this Contract on the dates designated below.

VIRGINIA COMMONWEALTH UNIVERSITY

CONVERGEONE, INC.

DocuSigned by:
 By: John McHugh
 EE6DA7427C67468...
 Name: John McHugh
 Title: Director, Procurement Services
 Date: 3/21/2022

By: Seth Frank
 Name: Seth Frank
 Title: Regional Vice President
 Date: 02/04/2022

EXHIBIT A

Data and Intellectual Property Protection Addendum

1. Definitions

- a. “End User” means the individuals authorized by the University to access and use the Services provided by Contractor under this Addendum.
- b. “Personally Identifiable Information” includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; “personal information” as defined in Virginia Code section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; “medical information” as defined in Virginia Code Section 32.1-127.1:05; “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver’s license numbers; and state- or federal identification numbers such as passport, visa or state identity card numbers.
- c. “Securely Destroy” means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- d. “Security Breach” means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- e. “Services” means any goods or services acquired by the University from the Contractor.
- f. “University Data” includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.

2. Rights and License in and to the University Data

The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use these data as provided in this Addendum solely for the purpose of performing its obligations hereunder. This Addendum does not give a party any rights, implied or otherwise, to the other’s data, content, or intellectual property, except as expressly stated in the Addendum.

3. Intellectual Property Disclosure/Rights

- a. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including

software or computer images prepared by Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.

- b. Each Party reserves all rights, including, but not limited to, ownership, title, intellectual property rights and all other rights and interest in and to any intellectual property that it makes available to the other Party as is necessary for such other Party's performance under this Contract. Furthermore, Contractor will own any intellectual property that it develops, creates, or otherwise acquires, excluding VCU's intellectual property, while performing Services, unless otherwise mutually agreed to and expressly set forth in the applicable Purchase Order. For Services that are purchased, developed, or created under this Contract, upon receipt of VCU's payment for such Services, Contractor hereby grants VCU a perpetual, non-exclusive, non-transferable, fully-paid license to use and reproduce the Services as originally configured and deployed for the limited purpose of conducting VCU's internal business. Contractor reserves all other intellectual property rights not expressly granted herein.

4. Data Privacy

- a. Contractor will use University Data only for the purpose of fulfilling its duties under this Addendum and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this Addendum or as otherwise required by law.
- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor obligations under this Addendum. Contractor will ensure that employees who perform work under this Addendum have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Addendum.
- d. The following provision applies only if Contractor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): Contractor acknowledges that for the purposes of this Addendum it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under this Addendum for University's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this Addendum, required by law, or authorized in writing by the University.

5. Data Security

- a. Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) in accordance with industry best practices commensurate to the sensitivity of the information; such as controls outlined in

the Moderate or High control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53.

- b. If Contractor stores Personally Identifiable Information as part of this Addendum, Contractor warrants that the information will be stored in accordance with industry best practices commensurate to the sensitivity of the information; such as controls outlined in the Moderate or High control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53.
- c. Contractor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Addendum.

6. Employee Background Checks and Qualifications

Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and/or temporary, who may have access to VCU confidential and/or proprietary information, and/or data about VCU personnel and/or students, have passed a criminal background check pursuant to the Code of Virginia, §2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies:

<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>

Individuals with failed background checks shall not participate in the performance of this Addendum and must undergo additional evaluation before access to information is provided. Contractor shall maintain records sufficient to document the completion of required criminal background checks. The University reserves the right in its sole discretion to perform audits of Contractor's compliance at the University's expense to ensure compliance with this term. Contractor shall reasonably cooperate in the performance of such audits. Contractor's obligation to maintain records documenting completion of criminal background checks shall survive the termination of this Addendum for a period of five (5) years.

7. Data Authenticity and Integrity

Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor will be responsible under the terms of this Addendum, unless otherwise specified elsewhere in this Addendum, for converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.

8. Security Breach

- a. Response. Upon becoming aware of a Security Breach, or of circumstances that are reasonably understood to suggest a likely Security Breach, Contractor will timely notify the University consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University. b. Liability.

- 1) If Contractor must under this Addendum create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Contractor, including but not

limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

- 2) If Contractor will NOT under this Addendum create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by Contractor.

9. Response to Legal Orders, Demands or Requests for Data

- a. Except as otherwise expressly prohibited by law, Contractor will:
- promptly notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
 - consult with the University regarding its response;
 - cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - upon the University's request, provide the University with a copy of its response.
- b. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, the University will promptly provide a copy to Contractor. Contractor will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University's reasonable requests in connection with its response.

10. Data Transfer Upon Termination or Expiration

- a. Upon termination or expiration of this Addendum, Contractor will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition. In the event that the University requests destruction of its data, Contractor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University.
- b. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting

documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

11. Audits

- a. The University reserves the right in its sole discretion to perform audits of Contractor at the University's expense to ensure compliance with the terms of this Addendum. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Contractor must under this Addendum create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to Contractor as having the potential to affect the accuracy of the University's financial statements, Contractor will at its expense conduct or have conducted at least annually a(n):
 - American Institute of CPAs Service Organization Controls (SOC 2) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests the Contractor's security policies, procedures and controls;
 - vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Addendum; and
 - formal penetration test of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Addendum.

Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Addendum.

12. Compliance

- a. Contractor will comply with all applicable laws and industry standards in performing services under this Addendum. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
- b. Contractor warrants that the service it will provide to the University is fully compliant with relevant laws, regulations, and guidance that may be applicable to the service, such as: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.
- c. If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to Contractor service provided to the University, Contractor will, upon written request, furnish proof of compliance with PCI-DSS within 10 business days of the request.
- d. Section 508 Compliance: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of the University (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration.

The requirements of this Paragraph along with the Non-Visual Access to Technology clause below shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

- e. Nonvisual Access to Technology: All Technology shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:
- i. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 - ii. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
 - iii. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
 - iv. the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if University determines (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.1-807 through 2.1-811 of the Code of Virginia.

13. No End User agreements

Except for the Avaya Service Agreement Supplement, Avaya End User License Agreement, Avaya OneCloud Subscription Licensing Supplement, and Avaya Support, Managed and Subscription Terms between Avaya Inc. and VCU, in the event Contractor enter into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Addendum shall apply.

14. Survival

The Contractor's obligations under Section 10 shall survive termination of this Addendum until all University Data has been returned or securely destroyed.



A CONVERGEONE SOLUTION FOR

VIRGINIA COMMONWEALTH UNIVERSITY

RFP #140350549AA-2 | AVAYA SERVICES, EQUIPMENT AND MAINTENANCE

VA CONTRACTORS LICENSE: 2705114767 / TYPE A / ELECTRONIC / COMMUNICATION SERVICE (ESC)

CONFIDENTIAL INFORMATION: QUALIFICATIONS OF THE STAFF (TEAM NAMES) | REFERENCES

Presented By:

Anthony Seal

National Account Manager

952.456.3638

aseal@convergeone.com

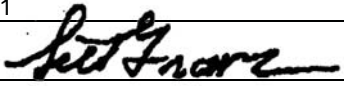
May 28, 2021



OFFER FORM

In compliance with this request for proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described herein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Furthermore, the undersigned agrees not to start any work relative to this particular solicitation until a resulting formal Purchase Order is received by the Contractor from University Purchasing. Any work relative to this solicitation performed by the Contractor prior to receiving a formal Purchase Order shall be at the Contractor's own risk and shall not be subject to reimbursement by the University. **Signature below constitutes acknowledgement of all information contained through links referenced herein.**

A. General Information

Name & Address of Firm: ConvergeOne, Inc. 10900 Nesbitt Avenue South		Date: May 28, 2021
		By (Signature In Ink): 
Bloomington, MN	Zip Code 55437	Name Typed: Seth Frank
E-Mail Address: sfrank@convergeone.com		Title: Regional Vice President
Telephone: (888) 321.6227	Fax Number: (651) 994.6801	
Toll-free, if available		Toll-free, if available
DUNS NO.: 825410319	FEI/FIN NO.: 41-1763228	

B. Small, Minority & Woman Owned Business Information

MINORITY-OWNED BUSINESS:	)	YES	X)	NO	WOMEN-OWNED:	)	YES	X)	NO
REGISTERED WITH eVA:	X)	YES	)	NO	SMALL BUSINESS:	)	YES	X)	NO
VIRGINIA DSBSD CERTIFIED:	)	YES	X)	NO	VIRGINIA DSBSD CERTIFICATION#:				

C. Proprietary or Confidential Information

<input checked="" type="checkbox"/>	Check the box to the left "if" your proposal contains proprietary or confidential information. If so, add an attachment sheet to this form with details.	See Paragraph X for more information
-------------------------------------	---	---

ConvergeOne Response:

Please see Attachment A: ConvergeOne Confidential Information.

D. Acknowledgement of Addenda

Acknowledge your receipt of any addenda that may have been issued under this solicitation. **See Paragraph XI for more information**

Addendum #	1	Addendum #	
Addendum Date	05/20/2021	Addendum Date	___/___/___
Addendum #		Addendum #	
Addendum Date	___/___/___	Addendum Date	___/___/___

Affix this Form as the FIRST PAGE of your proposal.



ConvergeOne Corporate Headquarters
10900 Nesbitt Avenue South
Bloomington, MN 55437

Tel 1-888-321-6227

Fax 651-994-6801

COVER LETTER

May 28, 2021

Ms. Amy Anthes, IT Category Manager
Virginia Commonwealth University
Via email: eproposals@vcu.edu

Dear Ms. Anthes,

Thank you for the opportunity to present our response to Virginia Commonwealth University's Request for Proposals #140350549AA-2 for Avaya Services Equipment and Maintenance. We believe that ConvergeOne's Avaya Diamond Partner status, coupled with our comprehensive products and professional services portfolio, provides you with a leveraged partner capable and prepared to help you accomplish your business objectives.

Our company and its entire employee community recognize that the key to the success and the growth of our business resides in the value that our customers recognize in the work we do for them every day. Consistency and reliability along with integrity and respect for the customer are the cornerstones on which our business is built. Our fundamental business philosophy is: "Your problem is our problem."

ConvergeOne is focused on customer satisfaction; partnership with our customers is not a marketing phrase, it is the business imperative by which the company operates. With a 27-year track record of success, consistently high levels of customer satisfaction and intellectual property in Customer Experience, Managed Services and Analytics, ConvergeOne offers "best in class" solutions with full accountability for its performance to those businesses using state-of-the-art communications technology.

Some of our staff, including ConvergeOne's National Account Manager, Anthony Seal, are extremely fortunate to call the Richmond area home. We understand the significant role VCU has in the community.

We are proud to be given the opportunity to work with you. We want to personally thank you for the opportunity to present VCU with what we feel is the best response to your Avaya Services, Equipment and Maintenance RFP. Our proposed solution gives you best-in-breed flexibility, scalability and the comfort level of partnering with a trusted advisor. ConvergeOne understands the importance of delivering communications and information to the right people at the right time in a timely and efficient manner. We look forward to further discussions in the near future.

Sincerely,

A handwritten signature in black ink, appearing to read 'Seth Frank', written over a light blue horizontal line.

Seth Frank
Regional Vice President

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ConvergeOne Attachments

- Attachment A: ConvergeOne Confidential Information
- Attachment B: ConvergeOne Small Scenario 1 Statements of Work
- Attachment C: ConvergeOne Small Scenario 2 Statement of Work
- Attachment D: ConvergeOne Medium Scenario Statement of Work
- Attachment E: ConvergeOne Large Scenario Statement of Work
- Attachment F: Avaya Service Agreement Supplement
- Attachment G: Avaya End User License Agreement
- Attachment H: Avaya OneCloud Subscription Licensing Supplement
- Attachment I Avaya Support, Managed and Subscription Terms
- Attachment J: ConvergeOne CoE Schedule
- Attachment K: Avaya Partner Letter
- Attachment L: ConvergeOne Pricing Detail
- Attachment M: Understanding Avaya's Subscription Model

INTRODUCTION

Provide an introduction of the Contractor and all major Subcontractors who will be involved in the performance of the work. Include primary business experience, length of time in business, ownership, office locations and specific location of the principal office from where VCU work will be performed and any other information of an introductory nature.

ConvergeOne Response:

ConvergeOne Overview

ConvergeOne fills the role of trusted systems integrator for many companies nationwide. ConvergeOne is a solutions integration expert and the partner of choice for more than 13,000 customers ranging in size from small businesses to *Fortune 100* companies. We offer a comprehensive array of information technology solutions for Customer Experience, Cybersecurity, Data Center, Enterprise Networking and Unified Communications and services including Cloud, Maintenance, Managed Services and Professional Services.

ConvergeOne is 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 also offers unique qualifications including:

- A national presence, with headquarters in Bloomington, MN, four regional offices and 50+ sales offices
- Credentialed design and implementation specialist with experience in convergence, messaging, data networking, and contact centers
- A Pre-configuration, staging, and testing of all solutions in the ConvergeOne Performance Readiness Center® prior to shipping and installation
- Direct access to manufacturer resources, allowing us access to expert resources to save valuable time in issue resolution
- 175+ years of VoIP engineering experience.
- State-of-the art in-house refurbishment and repair services
- Minimum \$10 million of new and refurbished equipment warehoused on site

Security and Compliance

SOC 2 Type II Compliant

ConvergeOne is proud of our successful completion of the Service Organization Control (SOC) 2 Type II audit. Completion of the audit indicates that the policies, communications, procedures and monitoring of controls have been implemented by ConvergeOne and tested by an independent certified public accounting firm. This third-party validation confirms our commitment to protecting customer data and ensures our security program meets the standards of the AICPA’s trust principles. The achievement is attestation that ConvergeOne exceeds the security, compliance and safety-related requirements for controls and safeguards when hosting our customers’ data.

HITRUST + HIPAA Compliant

ConvergeOne has met all the requirements toward attaining the HITRUST certification and is officially HIPAA compliant.

PCI DSS Compliant

ConvergeOne’s Customer Success Center organizations have received PCI Certification (Payment Card Industry).

ConvergeOne Solutions

ConvergeOne has a quality reputation as a nationwide provider of cutting-edge communications 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, data 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 a communications solution that is tailored to the needs of your organization.

ConvergeOne is at the forefront of the convergence revolution, bringing voice and data communications systems together and using the latest technologies, including VoIP and SIP, to help organizations leverage the advantages of converged technology.

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

ConvergeOne Core Practice Areas



Customer Experience



Cybersecurity



Data Center



Enterprise Networking



Unified Communications

ConvergeOne Services

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

ConvergeOne provides a single point of contact to help you with any questions, problems, or technology needs — before, during, and after implementation. Our in-house team of ConvergeOne technicians can be deployed to client sites across the U.S. Using a dedicated team allows ConvergeOne to provide our clients with a consistent, high quality result and a pleasant, customer focused experience.

ConvergeOne Service Delivery Models



Cloud



Maintenance
Services



Managed
Services



Professional
Services

Why ConvergeOne?

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

From the start, ConvergeOne has focused on delivering personalized attention rather a “one size fits all” solution. We listen closely and work to learn all we can about a customer’s business, and then create an end-to-end solution designed to meet the customer’s needs on all levels.

At ConvergeOne, we measure the trust that organizations place in us based on the long-standing relationships we develop with customers and a high percentage of repeat business. These relationships, as well as those we’ve built with our partners, are key to our success and instrumental to our growth.

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

ConvergeOne’s portfolio is not limited by proprietary products and services, giving us the flexibility to create a “vendor-agnostic” solution based on a customer’s unique business criteria and communications requirements. ConvergeOne’s multivendor capabilities also include monitoring and maintenance services from our high-tech CSCs.



All manufacturer solutions are carefully screened and field-tested by ConvergeOne to ensure the results and deliver the promised value to our customers. Our engineers and technicians also take extra steps to ensure seamless integration of an end-to-end solution — programming and testing every component at our state-of-the-art Performance Readiness Center¹ prior to shipment to a customer's site.

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

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

QUALIFICATIONS OF THE CONTRACTOR

Provide a response and describe how your firm's overall experience demonstrates your ability to successfully complete the Statement of Needs. Provide a detailed list of services you have provided to clients over the past three (3) years which are similar to those required by VCU.

1. Contractor must provide:
 - a. How many technicians does your firm have?

ConvergeOne Response:

ConvergeOne = 130

- i. How many technicians in the state of Virginia?

ConvergeOne Response:

142

This includes vetted subcontractors.

- ii. How many technicians within a 100 mile radius of Richmond, Virginia?

ConvergeOne Response:

186

This includes vetted subcontractors.

- iii. How many technicians within a 100 mile radius of Virginia?

ConvergeOne Response:

107

This includes vetted subcontractors.

- b. What certifications are the technicians proposed to work at VCU required to hold? Confirm that all technicians that work on VCU projects shall have the required certifications listed.

ConvergeOne Response:

While the manufacturer requires the technician calling in for help to hold certification on the product being supported it is not always required of the field technician supporting the site. ConvergeOne would require certifications on Avaya Communication Manager 6.3 or later and AACM. Additionally, ConvergeOne has a course of continuous training for our support teams that ensure they are up to date on the latest and greatest products and or services. See ConvergeOne Avaya Certifications provided in item c. below.

- c. List the number of higher tier support services personnel; include position title/role and list their certifications.

ConvergeOne Response:

As an Avaya Diamond Partner, ConvergeOne carries the highest level of authorization from Avaya. Our maintenance practice must undergo annual certification with regard to our monitoring and diagnostics tools, help desk processes and procedures, and internal and external escalation procedures. ConvergeOne maintenance support is certified under the Avaya Service Delivery Specialization Program, and we are recognized as a Service Delivery Expert by Avaya.

ConvergeOne has (210) Avaya Certified Support Specialists and (56) Avaya Support Professional Specialist Certifications. See current list of Avaya Support Certifications below:

Active Avaya Support Certifications	
<p>Avaya Certified Implementation Specialist Certifications</p> <ul style="list-style-type: none"> • ACIS 6202 - Avaya Aura® Contact Center • ACIS 6209 – Avaya Aura® Contact Center CCT and Multimedia • ACIS 7120 – Avaya Aura® Core Components • ACIS 7130 – Avaya Aura® Communication Applications • ACIS 7140 – Avaya Equinox™ Solution with Avaya Aura® Collaboration Applications • ACIS 7392 – Avaya Aura® Call Center Elite • ACIS 7495 – Avaya Oceana™ Solution • ACIS 7593 – Avaya Pod Fx™ • ACIS 7720 – Avaya IP Office Platform • ACIS 7750 - Avaya IP Office™ Contact Center 	247
<p>Avaya Certified Support Specialist Certifications</p> <ul style="list-style-type: none"> • ACSS 3000 – Avaya IP Office™ Platform • ACSS 3105 - Avaya Communication Server 1000 for Avaya Aura® • ACSS 3200 - Avaya Modular Messaging with Avaya Message Store • ACSS 3203 – Avaya Aura® Messaging • ACSS 3205 – Avaya CallPilot™ • ACSS 3300 – Avaya Aura® Contact Center • ACSS 3305 – Avaya Aura® Experience Portal with Proactive Outreach Manager • ACSS 3308 - Avaya Contact Recording and Avaya Quality Monitoring • ACSS 3310 – Avaya Interaction Center and Avaya Operational Analyst 	210

Active Avaya Support Certifications	
<ul style="list-style-type: none"> • ACSS 7180 –Avaya IX™ Messaging • ACSS 7220 – Avaya Aura® Core Components • ACSS 7230 - Avaya Aura® Communication Applications • ACSS 7240 - Avaya Equinox™ Solution with Avaya Aura® Collaboration Applications • ACSS 7290 - Avaya Enterprise Team Engagement Solutions • ACSS 7492 - Avaya Aura® Call Center Elite • ACSS 7497 - Avaya Oceana™ Solution • ACSS 7693 - Avaya Pod Fx™ • ACSS 7894 - Avaya IP Office™ Contact Center 	
<p>Avaya Cloud and Subscription</p> <ul style="list-style-type: none"> • ADRA 0001 – Avaya Cloud Office for Design • ASRA 001 – Avaya Cloud Office for Sales • ASRA 003 – Avaya Subscription for Sales 	9
<p>Avaya Implementation Professional Specialist Certifications</p> <ul style="list-style-type: none"> • AIPS 4000 – Avaya IP Office™ Platform 	11
<p>Avaya Professional Design Specialist Certifications</p> <ul style="list-style-type: none"> • APDS 2301 – Avaya Video Conferencing Solutions • APDS 3170 – Avaya Enterprise Team Engagement Solutions • APDS 3370 – Avaya Customer Engagement Solutions • APDS 3670 – Avaya Pod Fx™ • APDS 3671 – Avaya Converged Platform • APDS 3770 – Avaya Midmarket Solutions 	129
<p>Avaya Professional Sales Specialist Certifications</p> <ul style="list-style-type: none"> • APSS 1000 – Avaya Midmarket Solutions • APSS 1001 – Avaya Contact Center Solutions for IP Office • APSS 1002 – Avaya Midsized Solutions • APSS 1100 – Avaya Enterprise Team Engagement Solutions • APSS 1102 – Avaya IX™ Workplace Solutions • APSS 1200 – Avaya Customer Engagement Solutions • APSS 1202 – Avaya IX™ Contact Center Solutions 	111

Active Avaya Support Certifications	
<ul style="list-style-type: none"> • APSS 1401 – Avaya Video Conferencing Solutions • APSS 4715 – Avaya Midmarket Cloud • APSS 4800 – Avaya Pod Fx • APSS 4801 – Avaya Converged Platform • APSS 4850 – Selling Avaya Support Services for Enterprise • APSS 4855 - Selling Avaya Support Services for Midmarket Solutions 	
<p>Avaya Support Professional Specialist Certifications</p> <ul style="list-style-type: none"> • ASPS 5105 – Avaya Breeze™ • ASPS 5109 - Avaya Officelinx • ASPS 5110 - Avaya Equinox™ Attendant • ASPS 5200 – Avaya Message Networking • ASPS 5201 – Avaya Modular Messaging with Microsoft Exchange • ASPS 5202 – Avaya one-X® Speech • ASPS 5203 – Avaya Hospitality Messaging Server 400 • ASPS 5301 – Avaya Proactive Contact • ASPS 5303 – Avaya Call Management System Implementation and Maintenance • ASPS 5308 – Avaya Aura® Call Center Elite Multichannel 	56
<p>Avaya Services Technical Associate</p> <ul style="list-style-type: none"> • ASTA 9060 – Avaya Aura® Call Center Elite Multichannel • ASTA 9070 – Avaya Interaction Center and Avaya Operational Analyst • ASTA 9080 - Avaya Proactive Contact • ASTA 9090 - Avaya Call Management System • ASTA 9130 – Avaya Video Conferencing Endpoints • ASTA 9140 – Avaya Session Border Controller for Enterprise Platform Independent • ASTA 9160 – Avaya Officelinx • ASTA 9170 – Avaya Equinox™ Attendant • ASTA 9190 – Avaya IP Office Deployed as a Branch • ASTA 9200 – Avaya Modular Messaging • ASTA 9210 – Avaya Hospitality Messaging Server 400 	148

Active Avaya Support Certifications	
<ul style="list-style-type: none"> ASTA 9220 – Avaya Communication Server 1000 for Avaya Aura® ASTA 9230 – Avaya Communication Server 1000 for Avaya Aura® ASTA 9240 – Avaya CallPilot® ASTA 9250 – Avaya CallPilot® ASTA 9290 – Avaya Scopia Solution ASTA 9310 - Avaya IP Office™ Contact Center 	
Nortel	315

d. How many project managers do you employ? How many projects do they handle simultaneously?

ConvergeOne Response:

We currently employ (51) Project Managers and six (6) PMO Managers. The number of projects each Project Manager handles simultaneously varies. The work group is monitored closely by senior management to ensure that each PM is able to successfully manage and complete all of their assigned projects.

QUALIFICATIONS OF THE STAFF




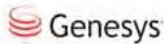




Provide a response and identify the staff members who will provide the services required by the proposal, including years and type of experience and certifications for each person. Experience should include the number of years at the current firm as well as all prior service.


ConvergeOne Response:

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 5,300 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.

Vendor	Accreditations + Certifications
	1,236 Avaya Diamond Partner Certifications including: Implementation Specialists, Support Specialists, Implementation Professional Specialists, Professional Design Specialists, Professional Sales Specialists, Support Professional Specialists, Services Technical Associates & Nortel
	3,971 Cisco Gold Partner Certifications. These certifications span all of the Cisco architectures: Collaboration, Security, Data Center and Enterprise including: CCDA (43), CCDE (4), CCDP (17), CCIE (169), CCME (16), CCNA (352) and CCNP (189).
	145+ Dell Titanium Partner Certifications. Avamar, Backup Recovery Solutions, Cloud IT-as-a-Service, Converged Infrastructure, Data Domain, Data Protection, Dell EMC Unity, Isilon, Networked Storage, NetWorker, PowerScale, PowerStore, RecoverPoint, Source One, VNX, VxRail, XtremeIO
	100+ Genesys Gold Partner with Interactive Intelligence certifications including: MIC, IC Core, 2.4 Core, ICCE, IC Handler/Development, Optimizer & Optimizer Application Support, Interaction Center, Dialer & Dialer Application Support
	Three Power and Storage Technology Specialty Elite Certifications including Mid Storage Technical Support Specialists (2) and XIV Storage System Technical Specialists
	100+ Microsoft Gold Partner Certifications including Microsoft Modern Work Certifications (100), Microsoft Modern Work Specialists (14), Microsoft Technology Specialists (36), Azure Big Data + Infrastructure (5), Cloud Solution Architects (2), Microsoft 365 (5), Technical Specialist Certs (3), Skype Competency Sales (3), & Skype Server (16)
	80 Polycom Certifications including: Installed Voice Sales, RealPresence Platform, Voice/Video Endpoints, RealPresence Immersive, SoundStation IP, Microsoft Optimized CX Devices, and Microsoft Video Endpoints
	107 VMware Certifications including: VCP (11), VSP (65), VSP-CP (4), VOP-CP (3) and VMware Technical Sales Professionals (24)
Other Certifications	<ul style="list-style-type: none"> • PMI, ENA, Telecom Project Management Associates, Project Management Professionals • Aruba, AVST, Calabrio WFO, CompTIA, Extreme Networks, HP, Mitel, NEC, NetApp, NICE Systems, Ribbon, Spectralink, etc.

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Avaya

ConvergeOne’s Diamond designation assures you that when you do business with ConvergeOne, the most qualified, highly trained people are installing your communications system. The Diamond designation also tells you ConvergeOne has made a large investment in and commitment to Avaya and its customers. Under the certification program, Avaya backs us with top-notch training and resources to

achieve the highest level of customer satisfaction. And we have the technical tools that enable us to stay up to date with the needs of our customers.

As an Avaya Diamond Partner, ConvergeOne carries the highest level of authorization from Avaya. Our maintenance practice must undergo annual certification with regard to our monitoring and diagnostics tools, help desk processes and procedures, and internal and external escalation procedures.

ConvergeOne maintenance support is certified under the Avaya Service Delivery Specialization Program, and we are recognized as a Service Delivery Expert by Avaya.

ConvergeOne Team (Confidential)

ConvergeOne will provide the technical resources for VCU projects when availability is accessed. All ConvergeOne technical personnel assigned to a project are Avaya experienced and certified. 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.

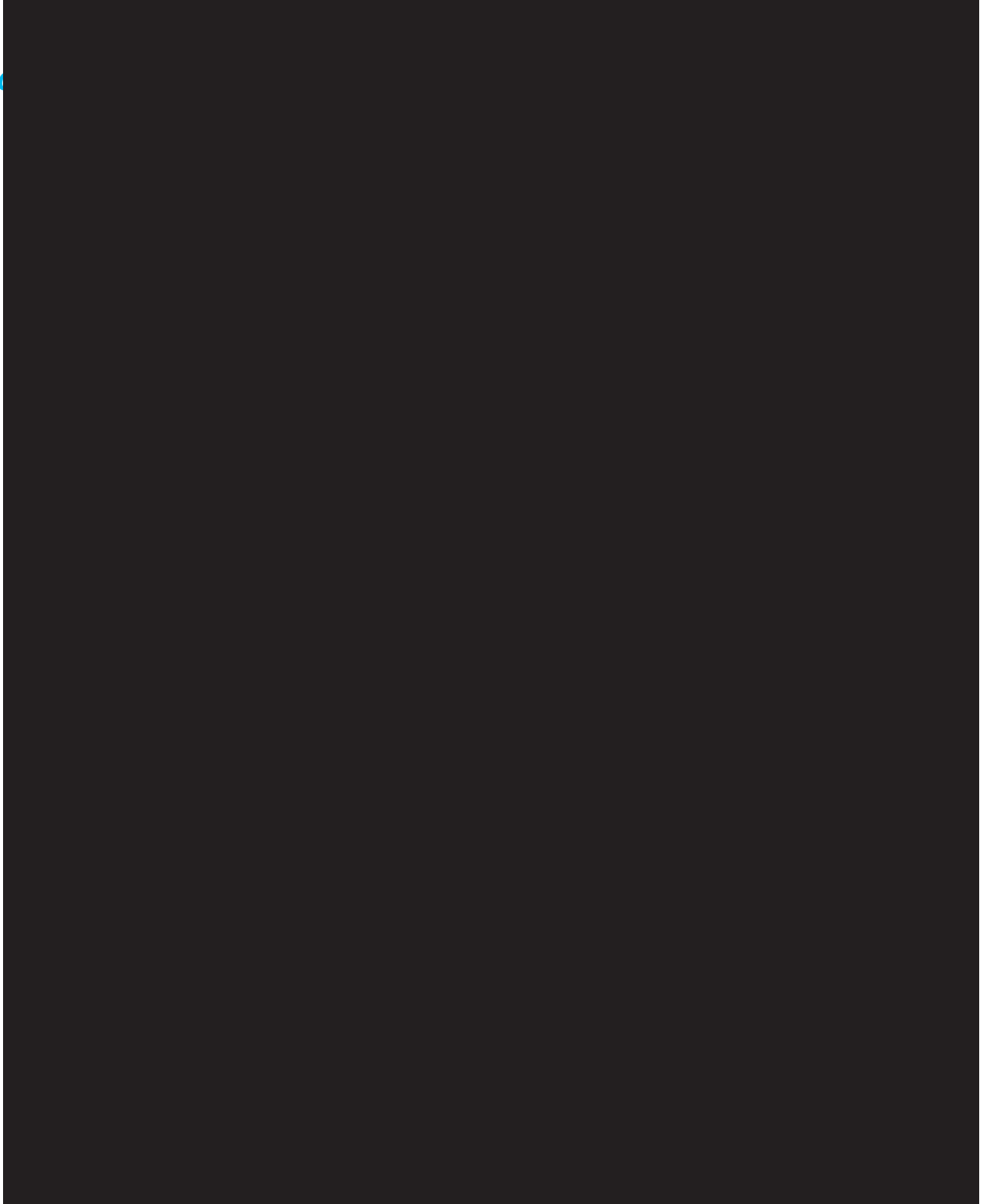








REFERENCES (CONFIDENTIAL)



1. Provide a list of institutions of higher education and/or health/medical centers with which the firm has a signed term contract.

ConvergeOne Response:





2. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of VASCUPP Members can be found at <http://procurement.vcu.edu/our-services/university-purchasing/vascupp/>



WORK PLAN

The Work Plan must contain a comprehensive description of services, including the following elements:

1. Contractor shall describe all maintenance support options and detail what is included, as well as what is not covered for each. Maintenance and support should be included during the warranty period.

ConvergeOne Response:

The following options have been quoted for maintenance and support:

Option 1: Avaya OneCloud Subscription

Avaya OneCloud™ Subscription reduces your total cost of ownership by requiring less servers, enabling you to get more for less, and by protecting your existing communications investment. You will get more for less with Avaya OneCloud™ Subscription since it is an all-in-one solution that includes software, support and upgrades, and it includes software packages that reduces complexity and often gives you more capabilities than you would be able to get by purchasing just a la carte. We have included an overview of the entitlements included with the OneCloud Subscription offer in Attachment M.

Option 2: Avaya Support Advantage/Upgrade Advantage

Avaya Support Advantage

The Avaya Support Advantage (SA) program provides Avaya maintenance support elements such as:

- Avaya Maintenance Support
- Access to Avaya's web-based services available at support.avaya.com
- Minor software and firmware updates and service packs

Upgrade Advantage (UA) is a software upgrade subscription for Avaya-provided software, where available.

- UA does not include hardware or professional services.

Note: Avaya Support Advantage includes Avaya Expert Systems monitoring (where product eligible). Please refer to the attached Avaya Support Advantage Service Description Document for additional information.

Avaya Client Success Manager (CSM)

The Avaya Client Service Manager can provide you with a trusted advisor to help with critical issues, and complex environments across multiple locations. Client Service Managers are on call around the clock to help you with service escalations and resolutions. Avaya has highly skilled professionals that can support you and your staff with service support planning, services solution knowledge-transfer, reports, migration plans, and general Avaya-internal advocacy.

Client Service Manager Support Service Elements

As part of Client Service Manager coverage, the Avaya Client Service Manager will:

- Act as your advocate to all Avaya departments and third-party manufacturers sold through Avaya.

- Use Avaya Any User Interface (XUI) notifications via pager, cell phone, or email to monitor major severity cases arising on the supported products for possible proactive intervention where there is potential significant impact to you.
- Manage to completion trouble ticket activity (Case) escalated to the Client Service Manager that represents a significant business risk to you. This service is provided 24 hours per day, 365 days per year.
- Manage chronic or long-term Case investigations where the Case represents a risk of significant impact to your supported products.
- Act as a single point of contact to coordinate Avaya emergency response in the event of a disaster or catastrophic loss of service.
- Research your service-related questions.
- Engage Avaya specialists to support qualification of your product and service interests.
- Provide you with a monthly service performance report in the current Avaya standard service report format. This report will itemize all supported product cases for the prior month and will provide response performance data.
- Meet with you by telephone conference call once each calendar month to review the Avaya support performance and discuss outstanding support issues.
- Visit you once within sixty (60) days of the commencement of Client Service Manager coverage and once per year thereafter for the duration of coverage. The visit is limited to a round trip to a single location within four (4) time zones of the Client Service Manager. All other travel and lodging expense incurred by the Client Service Manager in support of your organization will be billable. Travel expenses will be in accordance with the Avaya Travel and Expense policy, provided to you upon request.
- Provide you with a Customer Support Plan that provides primary support process descriptions, personnel roles and responsibilities, and common language performance expectations for you and Avaya. The Customer Support Plan will include all site listings, and management and technical escalation contacts for you and Avaya.

2. Contractor shall submit their proposed methodology to assess and design a new site and to develop the design required for implementation (see Appendix 21).

Contractor shall provide detailed information regarding the proposed approach, resources and delivery of the assessment and design services offered. If there are any variables in the task, based on the size of the project, please describe them. The major sub-tasks include, but are not limited to:

- a. Perform telephony infrastructure assessment
- b. Develop telephony solution design
- c. Document site preparation prerequisites including: developing test plan, creating the design document, and conducting a customer review of the design document
- d. Document revised services charges for the implementation tasks, if applicable

ConvergeOne Response:

Assess and Design

ConvergeOne agrees to assist with the design and implementation of new sites, direct installation and maintenance support of extended remote sites, and expansion of our VoIP services. We have reviewed Appendix 21 (sample, detailed list of tasks associated with site assessment and design at VCU) and agree to work with VCU to complete all of the listed tasks. Note: VCU's assistance may be required for some of the listed activities.

ConvergeOne will provide detailed solution review and design consideration. The ConvergeOne Sales Engineer routinely provides the following during the course of system design.

ConvergeOne Sales Engineer

The Sales Engineer is responsible for designing VoIP solutions and high-end complex equipment designs. This includes applications and data platforms for VCU based on your expectations and requests (as outlined in Appendix 21 of this RFP). In addition, the Sales Engineer will be a technical consultant to both the ConvergeOne National Account Manager and VCU. The Sales Engineer acts as part of the sales planning team and works closely with the product manufacturers to ensure their knowledge of the growing telecommunications technology is up-to-date. The Sales Engineer also:

- Provides Pre-Sales Support: The Sales Engineer will work directly with VCU on all presales activities.
- Provides Design Support
 - Responsible for providing and directing support of technically-assured solution configurations, including pricing, through configuration and design tools for communications solutions
 - Partner with sales and operations to ensure proper hand-off and successful transition of designed solutions
- Promotes Internal Product Awareness: Working with ConvergeOne Advanced Applications Sales Specialists, responsible for keeping VCU and your ConvergeOne National Account Manager updated on recent product upgrades, features, and overall changes

ConvergeOne Solutions Architect

For complex customer solution requirements, ConvergeOne offers skilled Solutions Architects to provide consultation and review to ensure appropriate solutions are optioned for the customer's needs. The ConvergeOne Solutions Architect is a part of the sales team that will support VCU. This support is provided at no charge to VCU.

Avaya OneCloud™ Subscription (Option)

Avaya OneCloud Subscription is a new way for businesses to consume Avaya communications software and devices. It gives the County low monthly or annual payments that include rights to the latest software and that includes Avaya's best support plans but enables you to maintain your communications software on your premises and maintain management control and the flexibility to stretch your usage to 20% above the committed number at no extra fee for the duration of the contract.

When you modernize your communications with Avaya OneCloud Subscription, you will increase employee productivity, maximize the potential of team collaboration, and drive higher levels of customer satisfaction. Employee productivity will be significantly boosted with Avaya Workplace – providing a mobile-first single communications experience across your device of choice from anywhere you are working. Easy contextual controls give you one touch... to anything you need to do! This productivity is extended by upgrading your desktop, conference room and huddle room experiences with Avaya's latest devices.

The Avaya Aura Desktop Productivity Tool Chest is engineered to work with the latest Avaya devices to deliver critical security enhancements and user experience enhancements such as LED feature indicators, extensive desktop set user personalization, context-sensitive soft keys, "no touch" installation and device enrollment, Microsoft Outlook calendar Integration, pairing with UC applications for audio, and many more. These devices can be included in your low subscription monthly payment.

Team collaboration will be transformed with Avaya Spaces™ which is included in every Avaya OneCloud™ Subscription Employee Experience package. Avaya Spaces is a cloud-based team collaboration tool that is loaded with capabilities, including voice and video meetings, integrated team chat, and the ability to save meeting information in designated spaces—and it also delivers the enterprise-class security that your teams expect. Your ability to serve your customers will also be unleashed with the Customer Experience Package that includes solid foundational capabilities and exclusive customer service agent tools, as well as access to the vast Avaya Customer Experience ecosystem of technology partners.

In addition to helping, you achieve more and ensuring that your business is prepared for whatever you may face, Avaya OneCloud Subscription reduces the cost of getting and staying current with your software and devices, reduces your overall cost of ownership, and increases your predictability and agility.

Avaya OneCloud Subscription reduces your total cost of ownership by requiring less servers, enabling you to get more for less, and by protecting your existing communications investment. You will get more for less with Avaya OneCloud Subscription since it is an all-in-one solution that includes software, support and upgrades, and it includes software packages that reduces complexity and often gives you more capabilities than you would be able to get by purchasing just a la carte.

Avaya OneCloud Subscription streamlines your cash flow by replacing large one-time capital outlays associated with perpetual licensing with smaller, more predictable, and cancellable payments. Studies indicate this is one of the key reasons that many businesses are moving their technology purchases to a subscription model today.

3. Contractor shall provide detailed information regarding the approach, resources, and delivery of the equipment and implementation services for a small, medium, and large project, to include but not limited to (see Appendix 22). If there are any variables in the task, based on the size of the project, please describe them. The major sub-tasks include, but are not limited to:
 - a. Equipment delivery
 - b. Equipment installation
 - c. Equipment registration- create sold to, pre-registration, final registration
 - d. Performance acceptance testing
 - e. Document test results and prepare the Site Acceptance Report

ConvergeOne Response:

Please see:

- Attachment B: ConvergeOne Small Scenario 1 Statement of Work
- Attachment C: ConvergeOne Small Scenario 2 Statement of Work
- Attachment D: ConvergeOne Medium Scenario Statement of Work
- Attachment E: ConvergeOne Large Scenario Statement of Work

4. Contractor shall submit their proposed methodology to assign, design and implement a new product and to develop the design required for implementation (see Appendix 23).

Contractor shall provide detailed information regarding the proposed approach, resources and delivery of the assessment, design and implementation of new products offered. If there are any variables in the task, based on the size of the project, please describe them.

ConvergeOne Response:

Assess and Design

ConvergeOne agrees to assist with the design and implementation of new sites, direct installation and maintenance support of extended remote sites, and expansion of our VoIP services. We have reviewed Appendix 21 (sample, detailed list of tasks associated with site assessment and design at VCU) and agree to work with VCU to complete all of the listed tasks. Note: VCU's assistance may be required for some of the listed activities.

ConvergeOne will provide detailed solution review and design consideration. The ConvergeOne Sales Engineer routinely provides the following during the course of system design.

ConvergeOne Sales Engineer

The Sales Engineer is responsible for designing VoIP solutions and high-end complex equipment designs. This includes applications and data platforms for VCU based on your expectations and requests (as outlined in Appendix 21 of this RFP). In addition, the Sales Engineer will be a technical consultant to both the ConvergeOne National Account Manager and VCU. The Sales Engineer acts as part of the sales planning team and works closely with the product manufacturers to ensure their knowledge of the growing telecommunications technology is up-to-date. The Sales Engineer also:

- Provides Pre-Sales Support: The Sales Engineer will work directly with VCU on all presales activities.
- Provides Design Support
 - Responsible for providing and directing support of technically-assured solution configurations, including pricing, through configuration and design tools for communications solutions
 - Partner with sales and operations to ensure proper hand-off and successful transition of designed solutions
- Promotes Internal Product Awareness: Working with ConvergeOne Advanced Applications Sales Specialists, responsible for keeping VCU and your ConvergeOne National Account Manager updated on recent product upgrades, features, and overall changes

ConvergeOne Solutions Architect

For complex customer solution requirements, ConvergeOne offers skilled Solutions Architects to provide consultation and review to ensure appropriate solutions are optioned for the customer's needs. The ConvergeOne Solutions Architect is a part of the sales team that will support VCU. This support is provided at no charge to VCU.

Implementation

The ConvergeOne account team will work closely with the implementation services team. The ConvergeOne Account Manager will have a "Sold To" created, if required, and provide this to both VCU and the implementation team. Once an order has been placed, a Project Manager will be assigned to work with VCU.

The following describes our project management process, the best-practice methodology that supports it, and how the process as a whole has been tailored to meet your needs. Included is a summary of the project management process, an overview of project scope, roles and responsibilities for both ConvergeOne, and your firm, and a process walkthrough, explaining how ConvergeOne projects are organized and what will be happening during each phase.

A ConvergeOne Project Manager (PM), in conjunction with ConvergeOne Staging Engineer, Systems Engineer, Software Specialist, Technical Instructor End User, and ConvergeOne Implementation Technicians (the "Project Team"), will work with your team throughout this project process to ensure a smooth implementation. Your assigned PM will customize the implementation plan to meet the specific scope of work requirements while leveraging best practices and our proven methodology.

Your project is a joint effort between the ConvergeOne Project Team and you, where we will work together to ensure that the process is quick, efficient, and minimizes disruption to your daily business.

The Project Manager (PM) acts as a single point of contact (SPOC), and manages and coordinates ConvergeOne resources and project activities while keeping you informed of progress. The PM will guide you through the project process, reviewing the order with you, helping you understand your responsibilities, and addressing any questions or concerns you may have as they arise.

ConvergeOne will provision, deliver, and implement services in accordance with the contract agreement and scope of work. ConvergeOne will arrange to have the system processor equipment delivered to the ConvergeOne Performance Readiness Center. ConvergeOne will unpack and inventory the processor equipment received from our Distributor. We will power up and test the processing hardware in our lab and verify successful power-up diagnostics. A ConvergeOne engineer will verify and apply any applicable firmware and software upgrades available and the system will be “burned in” at our lab. We will repack the equipment for shipment to the customer’s location where a technician will physically install the equipment in the customer’s equipment room. After install, the technician will observe upon power-up to determine successful completion of self-test diagnostics. The ConvergeOne technician will also connect all adjuncts to the system as stated in the Scope of Work, per the contract.

Work Considered as in Scope:

- Project management and/or coordination of the implementation of ConvergeOne products and services consistent with the ConvergeOne Scope of Work, and contract.
- In conjunction with your site contact(s), a review of software, stations, and trunking requirements
- The ordering of hardware and system software based on the ConvergeOne Contract Agreement and any associated Change Control Contracts that you have agreed to
- Shipping and delivery of the system hardware and materials to the installation site
- Implementation of products and services based on the ConvergeOne Contract Agreements, SOW, and any associated Change Control Contracts that you have agreed to
- Functional testing, based upon mutually agreed upon criteria

ConvergeOne Personnel Roles and Responsibilities

A ConvergeOne project is cooperative, requiring a team on both sides working together to ensure client satisfaction and realization of project objectives. To this end, it is important that from the beginning the roles of all participating individuals be clearly defined – for both ConvergeOne and your firm. Below is a description of the responsibilities for project implementation.

- **ConvergeOne Project Manager (PM)**
Working closely with your team, the ConvergeOne Client Executive and Project Team, the PM is responsible for completing the project on schedule and to your satisfaction. The PM is your tactical interface, and has responsibility for: providing overall project leadership, development and execution of the project plan, implementation of project management tools and methods, management and coordination of project activities and management of all reporting aspects of the project. Responsibilities include:
 - Serves as the focal point for communications
 - Assembles and chairs the project team
 - Manages the Scope of Work

- Develops, manages, and tracks the project plan for a successful implementation
- Manages, coordinates, and monitors the project activities
- Manages the change control process
- Identifies and escalates project jeopardies
- Identifies and resolves issues that may arise, escalating as needed
- Facilitates status reports to ensure the Project Team and customer are up to date
- Ensures customer training is scheduled and conducted
- Participates in the cutover readiness review
- Monitors cutover of the system
- Participates in the post implementation review process
- Closes the project upon successful installation after customer sign-off.
- **ConvergeOne Staging Engineer**
The ConvergeOne Staging engineer installs the processor equipment at the ConvergeOne Performance Readiness Center (PRC) for updates and burn in. Responsibilities include:
 - Set up and diagnostic testing of the processor equipment at the ConvergeOne PRC, replace any DOA equipment
 - Loading the software license file
 - Applies software and firmware updates
 - Determine if there is a need for patches, load if required
 - IP addresses loaded, as provided by the customer
 - Verify that remote connectivity is enabled, and that it works
 - Lock down certain ports that are connected to the LAN
 - Establish the ConvergeOne login, in case the customer accidentally changes the root login and no one can access the system on site
- **ConvergeOne Systems Engineer**
The ConvergeOne Systems Engineer provides support to the project team for implementation of the system configuration and the IP address requirements. The Systems Engineer supports the Staging Engineer with testing of the processor equipment at the ConvergeOne PRC, the administration of the license file, and the software configuration. The Systems Engineer ensures that the required software and firmware updates were completed and applicable patches loaded. The Systems Engineer provides direct support to the onsite technician during implementation. Responsibilities include:
 - Development of the system configuration
 - Determines IP address requirements
 - Oversees the testing of the system and software at the ConvergeOne PRC

- Supports the onsite technician at system set up
- Provides high level technical support during cutover
- ConvergeOne Software Specialist

The ConvergeOne Project Manager will have a Software Specialist assigned to work with the customer's project manager or site contact to understand software station and trunking requirements. This process is known as the software station and trunking review. This is a collaborative effort between ConvergeOne and the customer to assure that ConvergeOne has all of the required configuration and environmental information necessary to implement the required solution. The information gathered in this process will include, although is not limited to, prepared station and trunking detail, group requirements, existing and new carrier services information, and IP addressing (if a converged solution). The system, network and trunking design and software translations for voice systems are implemented by the ConvergeOne Software Specialist. The ConvergeOne Software Specialist conducts station reviews with the designated customer contact to design the end user software requirements. The Software Resource will then build and download a database that includes information obtained during the station review. The Software Resource will:

 - Develop software translations for customer applications
 - Prepare system/network/trunking (SNT) information
 - Develop simple synchronization and transmission plans
 - Develop the number and dialing plan
 - Coordinate trunking reviews
 - Coordinate station reviews and programming of all station software
 - Load switch configuration upon implementation
 - Testing of network translations
 - Provide remote support during implementation and cutover
 - Troubleshooting and problem solving of software issues which arise
- ConvergeOne Installation Technician

Responsibilities include:

 - Cross-connect of stations at the MDF and cabling of the Switch to the MDF
 - Un-boxing of system, phones and equipment
 - Inventorying all equipment and associated materials
 - Place and connect new stations
 - Connectivity to adjuncts
 - Connects individual phone extensions based on floor plans provided by the customer
 - Participate in turn-up and testing of network facilities

- Provides help desk support for trouble resolution
- Clean-up and removal of all excess materials
- ConvergeOne Technical Instructor End User (When Training is Purchased) End User Training
End User training enables users to operate the phones and provided features. ConvergeOne will provide station user training during normal business hours, Monday through Friday, 8:00 AM to 5:00 PM, excluding ConvergeOne holidays. Classes are typically one hour in duration for telephone set end user training. Training can be customized according to customer needs. ConvergeOne recommends class sizes of no more than 15 to 20 users.
 - This training is designed to enable Customer employees to use the equipment and features of the acquired system.
 - This training is delivered by instructors, which specialize in voice terminal, console, voice mail, and system features/functions.
 - End User Training will occur at prior to cutover
 - End Users will receive training tailored to the specified features of the system.
- Application Specialist (when an application is a part of the implementation)
Based upon the agreed to Scope of Work (SOW), responsibilities include:
 - Staging and testing hardware (such as CM servers and gateways, AES servers, etc.)
 - Loading software
 - Developing customized application functionality (as defined in SOW)
 - Providing on site installation and testing support (as defined in SOW)
 - First Day of Business support, post cut (on site, or remote, as defined in SOW)

ConvergeOne Project Management Team

ConvergeOne understands the importance of experience and planning in achieving a successful installation, which will provide maintenance efficiencies over the long operating lifetime of the proposed systems for VCU. To do this successfully, ConvergeOne has a Project Management team ready to manage installations nationwide for all of our customers. The ConvergeOne Project Management team averages 21 years of experience in the telecommunications industry, with a primary focus on Avaya platforms and technology. The majority of the team gained their knowledge and experience as Avaya Project Managers, and collectively hold certifications in Avaya (telephony solutions) as well as PMP (Project Management Professional). Many are also members of the Project Management Institute (PMI). Our ongoing education process at ConvergeOne ensures that the Project Management team stays abreast of the latest Avaya products and technology, implementation methodologies, and best practices. This is accomplished through ConvergeOne's Center of Excellence, as well as course offerings via Avaya University, seminars and webinars.

Working closely with your team, the ConvergeOne client executive, and the project team, the PM is responsible for completing the project on schedule and to your satisfaction. The PM is your tactical interface, and has responsibility for: providing overall project leadership, development and execution of the project plan, implementation of project management tools and methods, management and coordination of project activities and management of all reporting aspects of the project.

Responsibilities include:

-
- Serves as the focal point for communications
 - Assembles and chairs the project team
 - Manages the scope of work (SOW)
 - Develops, manages, and tracks the project plan for a successful implementation
 - Manages, coordinates, and monitors the project activities
 - Manages the change control process
 - Identifies and escalates project jeopardies
 - Identifies and resolves issues that may arise, escalating as needed
 - Facilitates status reports to ensure the Project Team and customer are up to date ☑ Ensures customer training is scheduled and conducted
 - Participates in the cutover readiness review
 - Monitors cutover of the system
 - Participates in the post implementation review process
 - Closes the project upon successful installation after customer sign-off

Project Management Methodology

ConvergeOne Project Managers utilize a structured project management methodology that brings Governance, Communication and Risk Management to the forefront. By identifying risks along with their impact and probability, we are able to assess and communicate the impact to the project and delivery schedules in the pre-established stakeholder meeting (typically a Steering-level meeting) to manage risks and plan best course of mitigation or remediation.

We use a proven repeatable discovery, design and management methodology to successfully deliver solutions that meet the customer's requirements and expectations to support the success of their business. This project will follow ConvergeOne PM proven engagement methodology, which ensures that all parties are working toward the same goals and objectives.

The project management team focuses on risk management and issue resolution to keep projects on track. By establishing a phased approach for each program with pre-defined, agreed-upon quality gates, our processes ensure expectations are met or exceeded. We work collaboratively with VCU to identify ownership and accountability for all tasks.

The approach is based on industry standard best practices, including ITIL and MOF. The resultant end state is project completed within its predefined scope, with any deviation documented and accounted for. With communication being a critical dependency of all program and project management, a critical success factor is concise and transparent communication to the various levels of stakeholders.

ConvergeOne will provide project management consultants to deliver the project objectives identified above. The consultants will have relevant PMO design, development, and deployment experience, and be familiar with industry standard tools and methodologies including SharePoint, MS Project Server, Clarity, HP PPM, AdoIT, PMI, Prince2, and ITIL.

We firmly believe that high quality project lifecycle management results in project success and ultimately better solution support post-project. Our customers benefit considerably from our methodology, as it alleviates unknown variables, while leveraging best practices expertise.

Project Planning

The ConvergeOne Project Manager will create a comprehensive project plan, notating all of the required tasks to be completed in order to achieve a successful implementation of the system. Each task will be assigned an owner who is responsible for completing each task on time, and in accordance with the project timeline, which has been mutually agreed to by ConvergeOne and the customer.

During the internal project kickoff meeting, ConvergeOne's Project Manager will review every ConvergeOne task in the project plan with its owner to ensure that each member of the ConvergeOne team understands their responsibilities and the project expectations of the customer. This will result in a joint customer/ConvergeOne project team that clearly understands the activities required to complete the individual responsibilities for deliverables, in the timeframe provided in the SOW for completion.

Testing/Delivery / Quality

To ensure successful results in testing, delivery and quality, ConvergeOne utilizes Project Management Institute methodologies, coupled with ConvergeOne and Avaya best practices based on years of implementation experience.

Testing and quality assurance starts when the system hardware components are staged at the ConvergeOne PRC, and continues on-site during the implementation of the system. During staging, the following tasks are performed, and corrective action is taken as necessary before the system is shipped to the customer:

- Equipment inventory, checked against the order
- Diagnostic testing, any discovered defective equipment is replaced and re-tested
- Firmware is updated
- The need for any patches is determined, and loaded if needed
- IP addresses loaded
- SNT (System, Network, Trunking) translations loaded (including ARS)
- Station translations loaded, as project plan requires
- RFA license file is loaded for each processor
- Verification that remote connectivity is enabled, and functioning ☑ Lock down certain ports that will be connected to the customer LAN
- Establish the ConvergeOne Login, in case the root login is not functioning

System Implementation

The overall sequence of the project will be developed via the project plan, and mutually agreed to by the ConvergeOne PM and the customer. For each location, after staging has been completed, the system components will be shipped to the appropriate customer site, and a ConvergeOne technician will arrive on-site to unpack the equipment, conduct a second inventory, and begin the installation. The technician will then install (rack and stack) the servers and/or gateways in the appropriate locations as

designated by the customer. During the installation and turn up, diagnostic tests are run to ensure error-free functioning. The on-site test plan developed for the customer's specific implementation will be carried out immediately after the upgrade/installation takes place, to ensure that the system is performing properly. During this testing, the PM will confirm that all connectivity tests are successfully completed, that all nodes "see" each other, as well as ensure that the proper system security is enabled. The ConvergeOne team will also ensure that the system backup media functions properly. Any issues encountered are noted, and the appropriate resource is immediately engaged for resolution.

Post Implementation

Following the cutover/implementation, and as defined in the Scope of Work, First Day of Business (FDOB) support is conducted. This involves monitoring the system in production. FDOB support will be provided on-site by a ConvergeOne technician. The ConvergeOne Project Manager will oversee FDOB operations remotely. Also providing remote support for FDOB will be the ConvergeOne System Engineer and Software Specialist. If a problem arises, this team, in conjunction with the customer team, will identify the issue, prioritize it, and assign it to the appropriate resource for resolution.

Project Completion

At ConvergeOne, we continue to refine our best practices to provide excellence in customer satisfaction. A post-implementation review is standard practice. This review may be internal and/or external and include the entire project team or a subset. The goal of each review is to discuss any challenges encountered, identify root cause(s), and ensure appropriate corrective action is taken. Excellent results are also analyzed and the findings are incorporated into our best practices to ensure an improved experience for future projects. ConvergeOne's goal is to provide the best communications solution with unsurpassed customer satisfaction.

- a. How many sights with higher level applications for contact center and mobility has Contractor implemented and are currently supporting?

ConvergeOne Response:

ConvergeOne is the #1 provider of Customer Experience Solutions with unmatched technical expertise. We serve 66% of *Fortune 100* companies & 50% of *Fortune 500* companies. We are a leading partner for manufacturers in Gartner Magic Quadrants as well as a leading solutions integrator in the contact center space. ConvergeOne supports all cloud models: public, private, hosted, hybrid, & as a service.

- Analytics + Reporting - New modes of communication allow for new metrics to understand your customer's journey. With analytics and advanced reporting you have much more data available to start asking different questions about how your customers are being treated, and more importantly, how happy they are with your service.
- IVR, Self-services + Advanced Routing - Today's modern IVR applications can help to identify customers and customize how they get their answers as fast as possible – sometimes even without ever talking to an agent. It can also assist in creating new ways to prepare customers so they know what to expect; you can allow customers to opt for a call back, or serve themselves, or a host of other options.
- Remote Agent - With modern communications systems we can establish a working environment wherever your employees feel most comfortable.

- Workforce Optimization + Quality Monitoring - Workforce Optimization (WFO) has evolved with new algorithms and tools to get more input, which allows contact centers to schedule not just the right amount of agents, but the right agents to begin with. Whether it is performance-based scheduling or retention targets, WFO is a needed tool to ensure the agent workforce is working for you.

We are thought leaders in the industry, writing white papers, blogs, creating videos, and webinars. We shape solutions and their adoption for our clients to help them with their customer experiences.

ConvergeOne's Customer Experience (CX) team is rooted in a mission of customer excellence. Comprised of over 1,000+ combined years of experience, we're committed to developing longstanding relationships built from the solutions we recommend, deploy, and manage which are all available in different cloud consumption models. Toll free (800) numbers created a "free" way for customers to call businesses. Since the innovation of the 800 number, through Contact Center deployments, and now Artificial Intelligence, we know it's all about the experience.

We've been doing this so long that it's in our DNA. Everywhere we go, and everyone we transact with, becomes a story we tell our customers on what to do and not to do.

Methodology

Our methodology is to work with the customer on their current environment, streamline the architecture where possible, and make enhancements if needed. Whether the customer chooses to have solutions deployed on-premises or in a cloud configuration (private, hybrid, managed, complete), our consultative approach ensures they're making the right decision for the right reasons. We design best-of-breed solutions based on award-winning technologies, can deploy them in a way that works best for the customer, and have the technical certification and expertise to run and manage them optimally.

Many of our customers already have some type of contact center. We are currently working with many of them in the area of Digital Transformation. The "road" diagram depicts what our customers care about, and what we, as ConvergeOne can do to support them.

From customer experience to strategic planning, ConvergeOne helps businesses find innovative ways to engage, analyze, serve and retain their customers. ConvergeOne specialized experts understand the challenges associated with running an effective and efficient contact center, and can provide customers with a range of services and CC capabilities, including:

- Detailed technology roadmaps, infrastructure and support strategies
- CC Design, implementation, support and management services
- Omni-channel routing and integration
- Call Recording, Quality monitoring
- Workforce management / voice and desktop analytics
- Business Intelligence and reporting
- Agent enablement support

ConvergeOne has implemented and currently supports contact center organizations as small as 20 agents to over 40,000+ agents nationwide.

- b. List the number and type of contact center application resources available to support VCU
- c. List their years of experience and certifications

ConvergeOne Response:

ConvergeOne Contact Center Application Specialists

Name	Role	Years of Experience	Certification
Jay Tilghman	Call Center Solutions Architect	35+	Avaya Aura Contact Center, Avaya IX Call Center, Avaya Aura Experience Portal, Avaya CMS.
Doug Wambo	C1AS Engineer	8+	Avaya Aura Experience Portal Certified
Karl Burnam	C1AS Engineer	16+	Avaya Aura Experience Portal Certified
Chris Morano	Senior Call Center Engineer	20+	Avaya CMS Certified

- d. Are the resources local to Richmond, Virginia or remote?

ConvergeOne Response:

ConvergeOne Contact Center Specialists are remote.

- 5. Contractor shall describe all product and application support options and detail what is included, as well as what is not covered for each.

Provide help desk, “how to” resources who can provide answers to questions related to programming/configuration changes in support of the applications currently installed as well as any new applications to be installed during the term of the contract.

ConvergeOne Response:

ConvergeOne has provided an Assist package. With Assist, ConvergeOne’s dedicated team of highly skilled engineers provides the support you need, when you need it. With Assist, VCU can contact ConvergeOne’s service desk 8am-5pm Monday-Friday providing VCU with the expertise to address technology-related questions and support as needed by VCU’s IT group.

ConvergeOne technicians and engineers are “cross-trained” with certifications from a plethora of industry-leading vendors. We support the newest SIP technologies, legacy enterprise systems, voicemail, and unified communications platforms, as well as the software applications that power today’s voice and data solutions. For you, this translates into an impressive support team able to handle the most simple or sophisticated requests.

Provide resources who may be requested from time to time to provide application overview sessions to the VCU support staff. These sessions would cover a review of the installed application. Enhancements that may become available, assistance in expanding the application to different parts of VCU and/or VCU Health.

ConvergeOne Response:

Resources for overview sessions with VCU will be provided at no additional charge.

6. Describe the professional services and consultation offered. Clearly state whether the professional services and consultation are offered with or without charges.

ConvergeOne Response:

Based upon the requirements of the pricing for the sample scenarios provided, no additional professional services or consultation charges are needed or quoted. ConvergeOne can provide both professional services and advisory services. Depending on the engagement, some professional services, such as pre-sales support, are provided at no cost. Other professional services, such as those listed below, may incur charges.

ConvergeOne Professional Services is comprised of the engineers, specialists, project managers, developers and technicians that provide the installation, integration, and development services for your business-transforming communication solutions. From consultative installation and integration support, to unique software development, ConvergeOne Professional Services delivers unmatched expertise and depth, addressing all pillars of your manufacturer's technology.

ConvergeOne provides expert solution design and custom application development to meet your exacting UC and contact center needs including:

- Implementation
- Program & Project Management
- Centralized Staging and roll out services
- Custom Application Development

To ensure the success of your project, ConvergeOne will provide you with a detailed Scope of Work outlining every detail that will go into executing your project with perfection.

ConvergeOne Advisory Services

ConvergeOne Advisory Services Group offers a variety of services, all of which incur charges. Our Advisory Services can help you set a clear direction for your Unified Communications solution before you embark on your UC Journey. Advisory Services are designed to bridge the gap between IT/Telecom organizations and the business organizations they serve. We utilize a consultative methodology, applying ConvergeOne intellectual property and knowledge to directly link enterprise business with communication systems. This helps organizations enhance their real-time collaboration and information access needs for suppliers / employees / customers, transforming the business's communication infrastructure from a cost-based utility to a value-based asset. It results in the precise mapping of business imperatives with key communication services for the purpose of maximizing revenue opportunities, operational efficiency and reducing cost.

7. Describe in detail the technical training offered;

ConvergeOne Response:

As part of an ongoing effort to continually educate and train our customers on the latest in cutting-edge communication solutions, ConvergeOne has developed Center of Excellence. The training and education needed to stay on top of ever changing technology within our industry is essential to your ongoing operational success. The technology curriculum that you experience through the Center of Excellence courses are developed and taught by our highly skilled and experienced technical team at ConvergeOne.

The Center of Excellence offers a blended approach to training. We believe this will maximize the effectiveness of your learning experience and decrease the time needed to update your skills. Our unique hands-on experience allows customers to troubleshoot in a safe and monitored environment as well as provide focused, uninterrupted training.

- Live Classroom Environment
- Hands-On Demo Equipment
- All Hardware and Software Options
- World Class Training Facility
- Center of Excellence – Self-paced, Online Access
- Subscription Based On Demand Video Modules
- Supplement Classroom Training: Modules covering Avaya Administration, End User Training, and Convergence Technology
- Presented by ConvergeOne Instructors and Resident Experts

We offer administrator training in Center of Excellence classrooms and onsite at customer location for Session/System Manager, Avaya SIP, Avaya Aura Messaging, Avaya Aura Basic Administration, Advanced Converged Administration, Session Border Controller Enterprise, Call Center, and IP Office. Course outlines are available at www.c1-coe.com.

a. Is customized training available?

ConvergeOne Response:

Yes.

b. Is classroom training, either on site or remote, available?

ConvergeOne Response:

Yes.

- c. Is an e-learning option offered?

ConvergeOne Response:

Yes.

- d. Is training offered on either a daily or hourly basis?

ConvergeOne Response:

Customized training is provided on a daily basis.

8. Procurement Requirements

- a. Does your firm agree with the Procurement requirements in Section IV, H.?

ConvergeOne Response:

ConvergeOne takes exception to the following:

“The terms and conditions of the RFP govern the resulting contract and not any Contractor terms and conditions or software license agreement.”

The terms of the following manufacturer terms shall govern. Please see:

- Attachment F: Avaya Service Agreement Supplement
- Attachment G: Avaya End User License Agreement
- Attachment H: Avaya OneCloud Subscription Licensing Supplement
- Attachment I: Avaya Support, Managed and Subscription Terms

- b. Confirm your firm understands that the Contractor shall supply the products and services actually ordered at contract prices and discounts whether the products and services actually ordered are more or less than the estimate provided in the RFP.

ConvergeOne Response:

Read and understood.

- c. What is the delivery lead time after the contract award for your firm to begin providing the Avaya products and services? If the number of days varies by product or service, provide a list.

ConvergeOne Response:

Once the contract is awarded to ConvergeOne, we will begin to provide Avaya products and services right away. We can begin providing quotes prior to the contract award. While we understand that this RFP is specific to Avaya products and services, we will also be able to provide additional products and services to VCU as needed.

- d. Provide an implementation schedule indicating how long after the award of the contract it shall take your firm to begin accepting orders and delivering Avaya products and services.

ConvergeOne Response:

Once the award of the contract is completed, we will be able to begin accepting orders and delivering Avaya products and services right away. The delivery lead time will depend upon the type of order being placed. For example, dropship items such as telephone sets can be delivered within a couple of days of order placement. For projects that include implementation services, the delivery will vary depending on the solution. Most Avaya gateway solutions can be delivered and implemented within four-to-six weeks. More advanced solutions, such as call recording and workforce management can take longer. Once the order is placed, a Project Manager (PM) will be assigned to work with VCU on scheduling the project. The PM will provide VCU with a detailed project plan including timeframes and requirements.

9. Deliverables – Fully describe all of the deliverables to be submitted under the proposed contract.

ConvergeOne Response:

ConvergeOne deliverables can include: Order Forms, Statements of Work, Purchase Orders, Terms of Service, Product/Project Documentation, and As-Built Documents.

10. Other Related Goods/Services:

- a. Describe other products and/or services provided by Contractor that may be utilized by VCU

ConvergeOne Response:

As a total solutions provider, ConvergeOne offers the solutions, services, and partnerships needed to provide our customers with the technology, integration, and competitive edge needed to perform at the top of their respective industries. ConvergeOne offers solutions for the Customer Experience, Cybersecurity, Data Center, Enterprise Networking and Unified Communications as well as services for Cloud, Maintenance, Managed Services and Professional Services.

Customer Experience

ConvergeOne is the #1 provider of Customer Experience Solutions with unmatched technical expertise. We serve 66% of *Fortune 100* companies & 50% of *Fortune 500* companies. We are a leading partner for manufacturers in Gartner Magic Quadrants as well as a leading solutions integrator in the contact center space. ConvergeOne supports all cloud models: public, private, hosted, hybrid, & as a service.

- Analytics + Reporting - New modes of communication allow for new metrics to understand your customer's journey. With analytics and advanced reporting you have much more data available to start asking different questions about how your customers are being treated, and more importantly, how happy they are with your service.
- IVR, Self-services + Advanced Routing - Today's modern IVR applications can help to identify customers and customize how they get their answers as fast as possible – sometimes even

without ever talking to an agent. It can also assist in creating new ways to prepare customers so they know what to expect; you can allow customers to opt for a call back, or serve themselves, or a host of other options.

- Remote Agent - With modern communications systems we can establish a working environment wherever your employees feel most comfortable.
- Workforce Optimization + Quality Monitoring - Workforce Optimization (WFO) has evolved with new algorithms and tools to get more input, which allows contact centers to schedule not just the right amount of agents, but the right agents to begin with. Whether it is performance-based scheduling or retention targets, WFO is a needed tool to ensure the agent workforce is working for you.

ConvergeOne's Customer Experience practice has the expertise to help design world-class customer experience centers for our clients with a proven track record of success.

Cybersecurity

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

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

Data Center

Our Data Center Practice Team is comprised of seasoned, certified experts with deep domain knowledge across cutting-edge solutions and includes highly specialized Pre-Sales Solutions Architects and Post-

Sales Delivery Engineers. Each of our highly-certified Solutions Architects averages 20 years of professional and consultative experience in a variety of Data Center technologies. Our core competency is supporting our customers with their Data Center builds, upgrades, migrations, and consolidations. Our expertise expands across all Data Center layers including:

- Assessments and Health Checks
- Infrastructure Design
- Converged and Hyper-Converged Infrastructure Solutions
- Software Defined Infrastructure
- Cloud Solutions (Private, Public, and Hybrid)
- Disaster Recovery
- Virtualization Solutions
- Data Management, Security, and Protection
- Power and Cooling

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:

- Network Assessments and Architecture Strategy – Assess and inventory existing network infrastructures, identify risk and gaps, create roadmaps and architectures to support business objectives
- Software-Defined Access (SDA) – Automate infrastructure based on one policy across the entire access network, as a single fabric
- Enterprise Network Security – Reduce risk, gain deeper visibility, lower complexity, and reduce complexity
- Software-Defined WAN (SD-WAN) Solutions – Help ensure a high-quality user experience at your branch offices while reducing costs and complexity
- Wireless and Mobility – Solutions to meet the changing demands of Wi-Fi, Wireless, Mobile, and the Internet of Things (IoT)
- Analytics and Assurance – Predict network performance by using machine learning to correlate user and application data with actionable insight
- Adoption Services – 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 clients 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.

Unified Communications

As the world of Unified Communications (UC) gets more complex, ConvergeOne will help you make sense of it all. Our experts will help you create a UC collaboration strategy that aligns with your business goals and integrates the best products, applications and services into a seamless converged infrastructure.

We can design an advanced architecture that enables you to make a major shift to a VoIP infrastructure. After a deep dive consultation, we lay out a detailed plan that ensures every aspect of your system design aligns with best practices. A ConvergeOne engineer maps devices/applications, recovery timers, IP addresses, VLANs, subnets, domains, sites and SM Dial patterns to smooth and speed the final conversion.

Our professional services teams are comprised of highly certified architects, engineers, and thought leaders with unrivaled depth and breadth of knowledge across leading manufacturers including Avaya, Cisco, Genesys and Microsoft. Below outline some of the services and solutions offered:

- VoIP Assessments & Discovery Workshops
- Migration, deployment, and operational services
- Collaboration Consulting services and adoption
- Conference Room Video collaboration integration
- Virtual Web-based conferencing
- End-User Training

Video

Multimedia technology can connect large numbers of people across multiple locations in the most conducive meeting environment possible. At ConvergeOne, we have the knowledge and expertise to select, design, and implement solutions that will best meet your organization's requirements. We will ensure that your standards are promoted and adhered to by all partners that may have an impact on end user services. As our Design Engineers create new solutions, they consistently receive feedback from our Field Engineers, Technical Services Support Personnel and Customers. Utilizing this feedback from all stakeholders for technology, ConvergeOne's team is able to incorporate "best practices" that are timely and relevant. By combining best-in-class hardware and software and industry-leading installation and support services, we are confident that our reliable solutions will keep the technology transparent and the focus on real-time communications. Our goal is to design and future-proof VCU's collaboration technology so that you are investing wisely in solution that will last.

Partner Value

When it comes to technology, one size – or partner – does not fit all, at ConvergeOne. That's why we work with more than 300 of the world's leading hardware, software and application development companies – so we can bring you the right solution for your unique situation.

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

We make significant investments in these partnerships each and every year, and we're continually broadening and strengthening our skills so we can help you seize new opportunities. In addition to our strategic partners (Avaya, Cisco, Dell Technologies, Genesys, IBM, Microsoft and VMware), please visit www.convergeone.com/partners for a complete partner list.

ConvergeOne Cloud

Software as a Service

ConvergeOne Cloud Experience (C1CX) is a secure, scalable and comprehensive collaboration solution spanning Unified Communications (UC) and Contact Centers (CC) with a host of software applications, expert integration and professional services. All of this is supported by our comprehensive, proactive managed services solution that is comprised of ITIL-based processes, SOC 2 Type II-compliant redundant data centers and state-of-the-art tools and backed by hundreds of ConvergeOne technical professionals. C1CX is comprised of:

- Subscription based financial model with flexible terms
- ITIL based processes
- SOC2 Type II compliant redundant data centers with multiple servers for high availability
- Deployed in a way that makes sense for your business
- Cloud Specific migration services
- Backed by hundreds of ConvergeOne technical professionals
- Validated by our Net Promoter Score (NPS) of more than double the industry standard!

ConvergeOne is a leading IT services provider of collaboration and technology solutions for large and medium enterprises. Our deep technical expertise enables us to deliver complex, multi-vendor solutions across a number of delivery models, including on premise and private, hybrid, C1CX, and public cloud environments.

We are comprised of an elite team of individuals who have a passion for new technology innovations and are committed to providing a superior level of service that is unmatched in our industry.

Your cloud project will be designed and implemented by this dedicated crew of professionals, the cloud computing experts behind many of the world's most advanced cloud initiatives.

- ConvergeOne is the #1 provider of Collaboration Solutions with unmatched technical expertise
- We serve 66% of *Fortune 100* companies + 50% of *Fortune 500* Companies
- Avaya Diamond Partner and Cisco Gold Partner
- 300+ strategic partnerships with leading vendors resulting in tailored, best-of-breed solutions for customers

- 2,400+ employees with 1,400+ engineering resources carrying 5,300+ certifications
- Three state-of-the-art redundant Network Operations Centers (NOCs) staffed 24x7x365

Platform as a Service

ConvergeOne has a history of deep capabilities in the networking, security, and data center areas. Networking is one of the major challenges organizations face as they move to the public cloud; most on-premises network engineers understand their networks very well, and most born-in-the-cloud companies understand cloud networking well. We've found, however, that most organizations do not have the expertise to integrate their on-premises networks into cloud-based network environments, especially for enterprise-grade connectivity and security. We specialize in network integrations that leverage Direct Connect, VPN, and Transit VPC architectures.

We also find that customers don't have the security and configuration expertise that is required to properly configure and secure their cloud environments. We make on-boarding easy and standardized for customers to help them understand how to architect, build, and deploy properly to the public cloud. We have a key focus on customers who are new to the public cloud. Many of our projects begin with a short-term (60-90 day) pilot project to show a set of use cases, where we work with customers to do a proper on-boarding, and then show, through the pilot use cases, what it's like to live with and manage a public cloud environment, as well as how much it really costs. Cost optimization is a focus for us as well, as we recognize that most organizations that leave the public cloud do so because they don't understand how to cost-optimize their deployments--it's quite different than the on-premises world--and we provide the tools and know-how to customers so that they can be successful. Our pilot projects usually lead to additional phases of more complex and business-critical workload deployments and migrations.

Infrastructure as a Service

The Private Cloud managed service solution from ConvergeOne can provide <COMPANY NAME> with the infrastructure, management, and expert support needed. Our Private Cloud solution provides combined benefits of a premise solution with the ease of consumption of a managed cloud offer. "Buying Back the Assets" is one of the pillars of Private Cloud, enabling customers to migrate to a new technology platform of choice and receive payment for the current platform.

Given the rapid acceleration rate of new technology, the Private Cloud ensures that <COMPANY NAME> will have the option to increase its technical capabilities at any time during the subscription. Because of a self-contained Private Cloud, we can update, modify or create a new technology solution by simply recasting the subscription.

Our ConvergeOne Private Cloud solutions eliminate the need for our clients to be burdened with large capital investments, schedule and perform upgrades or perform day to day maintenance. ConvergeOne Private Cloud will assume all of this responsibility while delivering the additional benefits of comprehensive support.

Your ConvergeOne Private Cloud can include whatever you need — software, hardware, installation, maintenance, security, and managed and professional services. ConvergeOne Private Cloud is a flexible

service designed to connect to your technology roadmap and your business needs – delivering the best of all possible worlds through a combination of on-premises, as a service, and hybrid solutions.

ConvergeOne Maintenance Services

ConvergeOne offers a distinct brand of maintenance services and support driven by a customer-focused approach, blending innovation and personalization to ensure your communications network operates and is maintained with ease and efficiency. With you, we examine your communications/enterprise network plan and priorities, working closely with your team to implement solutions that both complement and strengthen your business performance. Consider the promise of comprehensive services that can be customized to meet your needs, and discover the value of ConvergeOne total maintenance. Each of our partners has their own way to deliver great service to our customers. Because we have such close, loyal relationships with our strategic partners you get the best of all worlds working with ConvergeOne and our partners' services programs.

Maintenance and Managed Services for Avaya

As one of the largest Avaya partners in the world and a leading integrator of communications technology, ConvergeOne is always expanding its capabilities in order to support the latest Avaya solutions.

ConvergeOne is consistently honored as a top performer in the Avaya reseller channel and was named 2018, 2017 and 2016 Avaya Support Services Partner of the Year in U.S.

If your communications solution includes Avaya solutions, you can turn to ConvergeOne as the source for the Avaya maintenance services you need to maximize the reliability and performance of your business communications. Complement your Avaya maintenance contract with ConvergeOne Managed Services and you can get back to the strategic IT work you were hired to do.

ConvergeOne Customer Success Centers (CSC)

The three ConvergeOne Customer Success Centers (CSC) are staffed by 400+ skilled and certified technicians and engineers. ConvergeOne remotely monitors systems and adjuncts (monitoring capable) 24x7x365 days per year. Customer requests are received by the ConvergeOne Customer Success Centers (CSC) in several ways:

- Toll Free call directly from customer
- Customer Created Incident via the Web Portal
- Alarm receipt notification from customer's systems into the monitoring system

ConvergeOne Managed Services

ConvergeOne's Managed Services offer a comprehensive, growing portfolio of services that keep multi-vendor solutions reliable and performing their best. In a business climate where you need to strike a balance between investing in technology and spending money wisely, there's a lot riding on the performance of your communications solution. You need to know you're always getting the best value for every communications dollar you've invested.

As a full-service provider, ConvergeOne is committed to meeting your needs for the life of your information technology solutions. We offer a complete spectrum of ongoing support, from a choice of maintenance plans through fully managed services.

Your ConvergeOne Managed Services solution can include any or all the following service elements, depending on your specific requirements:

- Service Desk
- System Administration (MAC)
- Incident and Problem Management
- Monitoring and Performance Management
- System Backups
- Release Management
- Carrier Touch Management
- Enterprise Vendor Management
- Configuration Management
- Service Management and Reporting

A ConvergeOne Managed Services solution also enables improved savings, productivity, and cost effectiveness by:

- Providing a predictable monthly cost for managing your communications
- Minimizing costly downtime
- Ensuring reliable access for users through proactive network management
- Reducing expenditures for internal support staff, management tools, and training
- Eliminating the expense of maintaining multiple management solutions and vendors
- Providing a scalable support model with predictable incremental costs as your infrastructure grows
- Freeing you to focus on your core competencies and business goals

In addition to providing a personalized approach to service, our highly trained certified engineers and technicians represent a vast knowledge base. The ConvergeOne team has more than 21 years of experience supporting multi-vendor environments and is backed by state-of-the-art redundant network operations centers.

Our Customer Success Centers (CSC) and the NOCs are at work 24x7x365 and together, support nearly four million ports, mailboxes, and devices.

Leveraging all this expertise, the capabilities of the CSC, and other resources strategically located across the country, ConvergeOne can deliver a managed solution that is both cost-effective and designed for you and your business.

ConvergeOne Professional Services

ConvergeOne's Professional Services Team maintains deep industry knowledge on best of breed solutions for Unified Communication, Contact Center, Productivity, Business Intelligence confluence, Collaboration and Network Infrastructure covering platforms such as Avaya, Cisco, Genesys and Microsoft. Every technology environment is unique and customers have specific needs, so our competency must be wide enough to encompass an open marketplace of solutions. We all act as advocates for the customer, balancing between desired functionality, return on investment, and vendor innovation, but we work to greater synergy for a better reason.

Through ConvergeOne's leading professional services capabilities, the Company designs thousands of solutions each year across core technology markets: (i) collaboration and (ii) enterprise networking, data center, cloud, and security, each of which is complemented by industry-leading managed, cloud, and maintenance services.

ConvergeOne's years of focus on end-to-end deployments has provided us a solid foundation that we continue to optimize and refine. Using ITIL-based best practices, we build and support complete lifecycle offerings that extend from end user compute, telephony, enterprise networks, to large scale data centers. We have proven that success is a result of understanding value-based outcomes upfront and that the real work really begins once the contract is signed. We know that we only have one chance to make a great first impression, and with our highly trained transition staff working in unison with VCU, we will collectively ensure that the process is accomplished with a high level of scrutiny, communication and quality. Furthermore, because technology is constantly changing and evolving, ConvergeOne will engage with VCU to provide innovative workshops and road mapping to help optimize and future-proof your environment.

ConvergeOne Support

ConvergeOne understands that all our customers require solid service delivery and uncompromising attention to support, and we have built our business on those concepts. That level of service and commitment is not just necessary — it is essential to the continued success of VCU.

At ConvergeOne, our people are totally committed to a culture of excellence and constantly look for ways to better partner with our customers to meet their needs and reduce their costs. We believe that with our proactive monitoring and maintenance, combined with our technical expertise, we can partner with VCU to increase communications and operational efficiencies across the business.

ConvergeOne is unique in the market by offering three fully staffed, state-of-the-art Network Operations Centers (CSCs) that provide multivendor support and offer 24x7x365 coverage for ConvergeOne maintenance and managed services customers. Our staffing continues to grow and expand technically as our services business increases. We also constantly evaluate our staffing requirements to support other vendor products in an arena where many of our customers have multivendor environments.

ConvergeOne also continually invests in training, multivendor certifications, and development — enhancing our added value by expanding our knowledge base and our ability to support all the latest technologies.

ConvergeOne is one of the most highly certified business partners in the United States. Over 720 engineers in the CSCs are certified and cross-trained to support multivendor environments.

ConvergeOne can provide:

- 7x24x365 proactive remote monitoring with customized notification
- In-stock replacement for covered parts
- Online service requests, tracking, and reporting
- Remote technical support with 24-hour help desk
- Software patch management
- Dedicated Customer Success Manager
- Full backing by Tier III and IV
- On-site technician dispatch
- On-site parts
- Maintenance software permissions (MSP)
- Response service intervals (SLA)
- Annual on-site preventative maintenance
- Clear, easy-to-read billing

- b. Explain how the fee schedule would be established for these products/services during the contract term (or submit the fee schedule) and Contractor's ability to provide most favored nations pricing

ConvergeOne Response:

Project related requests will be worked through the ConvergeOne National Account Manager, Anthony Seal. ConvergeOne will provide the required technical resources to scope and price hardware, software and services to meet VCU's requirements. Project Quotes are provided to VCU for review and acceptance. Orders are then executed through the ConvergeOne NAM by providing a Customer P.O. and or/ signed quote and Statements of Work.

- c. Explain how VCU would be notified of newly introduced products/services

ConvergeOne Response:

ConvergeOne will conduct Quarterly Business Reviews to include members of the ConvergeOne Account and Operations Teams, and key company stakeholders. During the QBR, the team will review the following topics as relevant:

- Review new service requirements of customer and/or new service offerings from ConvergeOne that offer increased value to customer.

- Product Roadmap discussion:
 - Review product lifecycle of current deployed products within customer’s environment.
 - Provide information relative to new products, features, upgrades that may be of interest to customer for deployment within their environment.
 - Status of any current or planned projects.

- 11. Work Schedule/Timeline – Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided. Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.

ConvergeOne Response:

Once an order is placed, a Project Manager (PM) will be assigned to work with VCU on scheduling the project. The PM will provide VCU with a detailed project plan including timeframes and requirements.

- 12. Outcomes and Performance Measurement – Describe the impacts/outcomes Contractor intends to achieve, including how these outcomes would be monitored, measured and reported to VCU.

ConvergeOne Response:

Project Reporting Process

Objective

- Enhance governance over projects to ensure:
 - Deadlines are met
 - Budgets are adhered to
 - Issues are identified, evaluated, escalated, planned for resolution, tracked, monitored, and resolved in a timely manner
 - Appropriate risk response actions/controls are established, executed, and maintained
 - Cross-Project dependencies are identified in a timely manner

Key Inputs

- PM created/owned: Status Report, Project Plan, Issue Log, Risk Register
- PMO created/owned: Portfolio Dashboard, Portfolio Milestone Report

Key Activities

- Discuss project status
- Discuss project issues, risks, and dependencies
- Discuss project changes (i.e. Milestone dates, RAG status)
- Discuss and progressively elaborate project plan

Key Outputs

- PM created/owned: Status Report, Project Plan, Issue Log, Risk Register
- PMO created/owned: Portfolio Dashboard, Portfolio Milestone Report

Customer Service Excellence

Since 1993, ConvergeOne evaluates customer satisfaction through a measurement of key metrics that include customer satisfaction and customer loyalty. The continual assessment of these metrics allows us to improve the overall customer experience and focus on increasing the percentage of satisfied customers.

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. ConvergeOne measures Net Promoter Score (NPS) as the primary advocacy metric to understand a client's likelihood to recommend ConvergeOne to others.

ConvergeOne captures client feedback through an integrated framework of surveys and processes to analyze the results, implement changes, and manage our progress in improving the client experience. Our goal is to move towards best-in-class levels for repeatable, superior client experiences.

ConvergeOne associates have the ability to instantly send or schedule a customer satisfaction survey to active business contacts using online sample and contact management tools and Smartphone applications. ConvergeOne sales and services teams are the primary source for identifying contacts to receive the survey. Sample management business rules are applied in order to monitor the frequency of surveys sent.

At ConvergeOne, the survey program is utilized to gain valuable insights into the client experience, holistically capturing perceptions of all aspects of our business. We give very thoughtful attention to candid survey feedback, based on specific experiences and interactions with ConvergeOne. This helps to properly prioritize technologies and processes. The program allows us to provide enhanced solutions and support to help our clients meet their business objectives. Survey feedback is initiated from active key business contacts, based on inputs from ConvergeOne associates. Results are monitored, analyzed, and shared with ConvergeOne account teams and business leaders in order to execute the necessary improvement actions to business plans and processes. Regular communication of action plans and periodic updates are shared with clients to help track continued progress of these improvements.

ConvergeOne is committed to provide unique and enduring value to our customers by delivering innovative and seamless solutions, exceptional service, and a remarkable customer experience. ConvergeOne will:

- **Collaborate** - ConvergeOne will see that each employee understands his/her responsibility for improving quality and has the skills and tools to do so; work as teams across functions to enhance the customer experience; reinforce a culture of quality with each interaction by treating one another as customers.
- **Advocate** - Listen intently to and communicate openly and forthrightly with our customers; understand customers' business challenges and requirements; work relentlessly to create positive customer experiences; deliver exceptional responsiveness across all touch points.
- **Pursue excellence** - Design and implement processes to deliver ever increasing value to the customer; benchmark and review all processes in detail; continuously improve our tools,

systems, and processes based on feedback and experiences of our customers, partners and suppliers.

In addition, customer feedback that comes in the form of customer complaints are handled immediately and analyzed separately for root cause, corrective action, and preventive measures.

Net Promoter Score

ConvergeOne is dedicated to superior customer service and our account team structure has a proven track record as reflected in our Net Promoter Score. When the NPS question is asked of our clients, it is not about how well someone sells 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 clients like no one else.



13. Overall Risk - Define risks significant to the success of the work. Include how you propose to effectively monitor and manage these risks, including the reporting of risks to VCU (i.e., how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them).

ConvergeOne Response:

Risk Management is a process instilled at the outset of the program. The ConvergeOne Project Manager will leverage the subject matter experts within the work streams to identify threats, vulnerabilities or external events that could impact the project.

Once a risk is identified, a business impact analysis will be used to quantify the risk. A risk will be assessed for impact and probability by the ConvergeOne Project Manager. Once a risk is categorized, the risk response will be proposed and approved by VCU. Key considerations of risks will be the proximity of when the risk may be realized, the potential impact in either duration / cost or both and the mitigation plan.

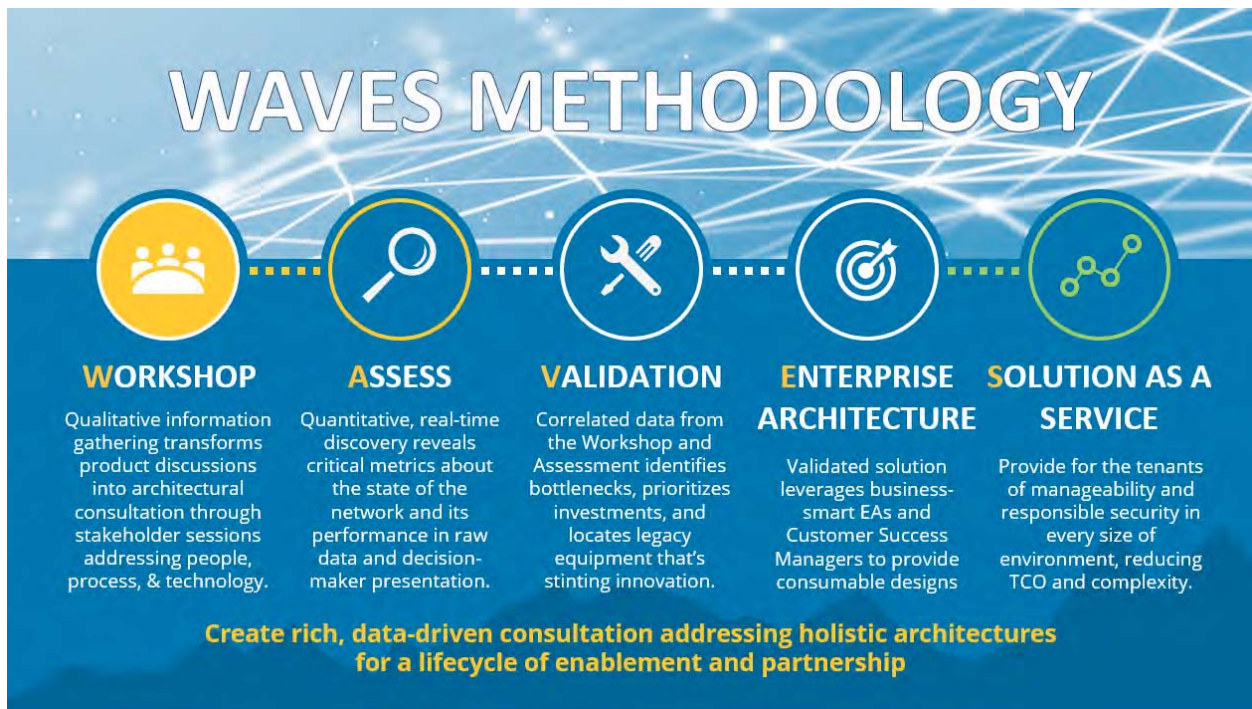
A risk register will be used to log, categorize, and track risks and their mitigation activities. If a risk is realized, it will be assessed to determine the impact on the project. An issue will be logged and tracked until the issue is mitigated. Risks will be monitored as a recurring agenda item during project meetings. Any high-probability, high-impact risks will be raised to VCU immediately and may necessitate an out of cycle forum to address the risk and determine mitigation plans. The ConvergeOne Project Manager as well as key VCU stakeholders can identify risks and ConvergeOne will oversee the mitigation of identified risks and keep VCU informed of solutions.

14. Other – Provide any other information the Contractor deems relevant to describing the work plan.

ConvergeOne Response:

ConvergeOne WAVES Methodology

At ConvergeOne, we’re delivering on our mission to provide an excellent customer experience with our WAVES Methodology. This structured, proprietary methodology ensures your project adheres to a systematic approach, complete with assessment and validation milestones to guarantee a successful project delivery that accounts for all of your objectives. Each and every time you work with ConvergeOne, you will receive a seamless, end-to-end IT experience.



ConvergeOne Data Center Foundation Workshop

The ConvergeOne Data Center Foundation Workshop focuses on the resiliency of your Data Center infrastructure. During this workshop, we will analyze your Data Center infrastructure reliability, support, monitoring, management, disaster recovery, data protection, and data security. Our team of Data Center experts have designed this workshop to fully understand your current environment and identify potential risk factors. The desired outcome of your ConvergeOne Data Center Foundation Workshop (offered at no cost to you) is to provide you with a consolidated list of recommendations and next steps to improve resiliency of your existing Data Center infrastructure.

ConvergeOne Security Assessment

ConvergeOne understands the unique needs of your industry and the ever-changing environment in regulated and unregulated organizations. We impact your business with increasing performance and scale requirements, mobile device proliferation, and the increasing need for employees to communicate and collaborate securely in real time.

Our methodology and end-to-end architecture protects, detects and contains threats across the attack continuum.

FireStorm POV (Proof of Value)

ConvergeOne's FireStorm Security POV is a sanity check that utilizes Cisco® FirePOWER Services. It will enhance your visibility of real-time attacks, malware exposure, and network risk with industry leading advanced protection. Our FireStorm POV provides a hands-on opportunity to utilize Cisco's next-gen FirePOWER technology in your very own environment with live data. It is the industry's first adaptive, threat-focused next generation firewall (NGFW). We will monitor threat defense across the entire attack continuum for seven days. You will receive greater visibility into your environment and have the information presented to you in three concise reports: *Network Risk Report*, *Attack Risk Report* and *Malware Risk Report*.

Customer Summit

ConvergeOne's Customer Summit is a truly unique event focused on bringing together senior leaders from our biggest and most advanced clients and prospects. Chief Information Officers, Senior Vice Presidents and business leaders gather for 2 ½ days of dialogue, round table discussions and networking. The invitation-only annual Customer Summit draws an intimate gathering of our most influential customer leaders for thought provoking engagements led by the ConvergeOne executive team. In addition, industry leaders will be on hand to review trends, direction, and strategies. You will also have the opportunity to engage in customer-led workshops that will prepare you to start off the new year on a path to success. We hope you are able to participate in this rewarding experience in the future.

Additional Certifications

OpenText (AVST)

ConvergeOne is a long-standing partner with OpenText (AVST) dating back to the original AVST organization. Our Elite Partner status provides ConvergeOne with access to technical support, system upgrades and replacement parts. As AVST was acquired by XMedius, our elite status continued as a two-time XMedius Partner of the Year.

ConvergeOne's collaboration engineers hold AVST certifications and combined with our deep understanding of the integrations with Avaya, we continue to design, implement and support the OpenText (AVST) portfolio for our customers.

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.
- **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.

Dell Technologies

ConvergeOne is a Dell EMC Partner Program Titanium Solution Provider. Our Dell EMC certifications include Dell EMC Master Partner, Avamar, Data Domain, Isilon, Recover Point, Source One, VNX, XtremIO, Status Deployed – VNX and Data Domain. Core competencies include:

- Server
- Storage
- Networking
- Workstation
- Core Client Solutions
- Data Protection
- Cloud Client Computing
- Storage Services
- Converged Infrastructure Services
- Data Protection Services

Genesys

ConvergeOne is a Gold Partner with Genesys as such we maintain the highest standards for certification and customer satisfaction. Gold Partner status also entitles ConvergeOne greater access to all of the resources within Genesys. ConvergeOne Genesys | ININ Engineers and Developers collectively earned in excess of 100 Genesys | ININ Certifications. A sample of these certifications include: ININ MIC Certification, ININ IC Core Technology Certification Boot Camp, ININ 2.4 Core Technology Certification Boot Camp, ININ ICCE – Interaction Center Certified Engineer 2.4, ININ IC Handler, ININ Dialer Certification 3.0, ININ IOCS 3.0 – Interaction Optimizer Certified Specialist, ININ ICCE – Interaction Center Certified Engineer 4.0, ININ MIC Installation & Administration, ININ IC Boot Camp, ININ Troubleshooting the IC Platform, ININ VoIP Boot Camp 2.4, ININ IC Handler Development, ININ IC Fundamentals 2.4, ININ Dialer 4.0. In 2018, ConvergeOne received the Genesys NA Cloud Partner of the Year.

IBM

ConvergeOne has partnered with IBM for over 20 years to provide hardware, software and services that maximize the performance and lifetime value of assets across an enterprise—production, facilities, administration and IT— and closely align them with your enterprise strategy. A strategic partnership with IBM allows ConvergeOne’s experienced professionals to offer you the most advanced products in system technologies. We provide IBM solutions including hardware, software, services, maintenance and support.

As an IBM Premier Business Partner and Specialty Elite Power and Storage Partner, ConvergeOne has highly skilled sales, engineering and support teams that are trained and certified in IBM technologies. The ConvergeOne team has decades of experience deploying solutions in IBM environments. Our dedicated team of sales and technical professionals maintains 100+ certifications including the following IBM solutions:

- IBM Power Systems
- IBM PureSystems
- IBM Systems Storage
- Cloud and Smarter Infrastructure
- IBM Websphere
- Expert Integrated Systems (EIS)

Microsoft

As a Microsoft Gold Partner, ConvergeOne holds the highest level of accreditation, providing ConvergeOne engineers direct access to level 3 and level 4 Microsoft engineers.

- Microsoft Competency Gold Partner for:
 - Gold Application Development
 - Gold Cloud Platform
 - Gold Cloud Productivity
 - Gold Collaboration and Content
 - Gold Communications
 - Gold Data Analytics
 - Gold Datacenter
 - Gold Enterprise Mobility Management
 - Gold Messaging
 - Gold Project and Portfolio
 - Gold Security
 - Gold Small and Midmarket Cloud Solutions
 - Gold Windows and Devices
- Microsoft Teams Adoption Specialists
- (100) Microsoft Modern Work Certifications
- (14) Microsoft Modern Work Specialists
- (36) Microsoft Technology Specialists
- Microsoft National Solutions Provider
- Surface Hub Authorized Device Reseller
- Office 365 FastTrack Ready Partner
- Cloud Solutions Provider

VMware

ConvergeOne is a Premier Solution and Professional Services Provider with VMware. This status authorizes ConvergeOne to resell VMware products and services to end user customers in the United States. Our Solution Architects have earned VMware Certified Professional (VCP) certifications.

ConvergeOne continually invests in training, multi-vendor certifications, and development — enhancing our added value by expanding our knowledge base and our ability to support all the latest technologies.

Link to partners: <https://www.convergeone.com/partners>

15. Small, Women-Owned and Minority-Owned (SWaM) Business Commitment - Unless the firm is a Virginia Department of Small Business & Supplier Diversity (DSBSD) certified small business, it must submit and complete Appendix I (see Section X and Appendix I). DSBSD certified small businesses must include their certification number on the cover sheet of this RFP, but are not required to complete Appendix I.

ConvergeOne Response:

Please see Appendix I: DSBSD-Certified SWaM Business Commitment.

16. Exceptions: Contractor must note any requested exceptions to any of the requirements and/or any of the terms and conditions stated in this RFP in *Appendix III: Exceptions*. While VCU may negotiate some terms and conditions, Contractor must recognize that VCU is a public agency and must abide by the legal requirements applicable to such public agencies. Most terms and conditions in the RFP cannot be negotiated. See Appendix III for additional information.

ConvergeOne Response:

Read and understood. Please see Appendix III.

PRICE PROPOSAL

The proposal should include the elements listed below. Note: VCU reserves the right to negotiate price.

Contractor shall provide pricing for:

- All station equipment referenced below, noting that historically, approximately 93% of our Avaya telephone set purchases have consisted of the 9404 (digital) and the 9611G (VoIP models, with the breakdown being 65.3% and 27.6% respectively. Avaya has issued an End of Sale Notice discontinuing the 9611G and has replaced it with the J179 model, which is the comparable VoIP set to be purchased under this RFP. Late in 2020, Avaya issued an End of Sale Announcement for the 9404 model with no planned replacement. Avaya suggests that customers using the 9404 model migrate to the Avaya 9408 Digital set. The 9408 has constituted 5.6% of our historical spend. Combining the two models will result in the 9408 accounting for 70.9% of our spend going forward. VCU is seeking a (greater) volume discount on the 9408 and J179 models due to the large percentage of the total anticipated spend they represent.
- Hardware and software maintenance support, refer to Appendices 1-20 and 24 for details on VCU's implemented systems and locations
- Effort and resources in support of "Assess and Design New Sites", refer to Appendix 21
- Effort and resources in support of "Core Equipment Implementation", refer to Appendix 22
- Effort and resources in support of "Assess, Design and Implement New Products", refer to Appendix 23
- Product and application support
- Professional services and consultation
- Technical training
- All other Avaya comcode products

Contractor may provide pricing below for all the required Avaya products and services or only some of the products and services. If your firm is not offering all of the required Avaya products and services, clearly indicate which products and services your firm is offering to deliver by submitting either a price offer or filling in the space for price with "Not Offered".

1. Contractor shall provide prices for the Avaya equipment below, including the discount off the Avaya Published List Price. The products and quantities listed are an indication of the products or quantities that may be ordered for the initial three (3) year contract term. The Contractor shall provide the products at the unit prices for each product regardless of the actual quantities purchased. Prices shall include all items and requirements of the RFP. Refer to Section III, Background for the total estimated quantity for all the potential terms of the contract. If a model is no longer available new, state such and provide the discount for the new replacement model.

Confirm that the same minimum discount is offered for the potential purchase of the new models of the Avaya telephony equipment listed that replace the models in the list below.

ConvergeOne Response:

Yes No

	QUANTITY	UNIT PRICE	TOTAL AMOUNT	%
<u>VoIP Telephones</u>				
J169	10	\$121.00	\$1,210.00	67.30%
J179	1,540	\$149.00	\$229,460.00	67.25%
1608	20	\$87.00	\$1,740.00	64.05%
9641GS	10	\$228.00	\$2,280.00	67.19%
B189 – Conference Phone	34	\$541.00	\$18,394.00	67.21%
<u>Digital Telephones</u>				
1408	35	\$83.00	\$2,905.00	64.07%
9408	4,728	\$192.30	\$909,194.40	70.00%
<u>Ancillary Set Equipment</u>				
BM12 Expansion Module	15	\$59.00	\$885.00	67.58%
<u>Infrastructure Equipment</u>				
G430	10	\$997.50	\$9,975.00	52.50%
G450	80*	\$4,999.50	\$399,960.00	52.50%
Total Equipment			\$1,576,003.40	

*The estimated quantity of G450 Media Gateways to potentially be purchased assumes that the current dates referenced in the Avaya End of Sale Notice for the G650 Media Gateway will not be extended and is contingent upon the G650 Gateway replacement taking place during the first three (3) years of the contract.

2. Contractor shall provide pricing below for three (3) years ~~the first year~~ of hardware and software maintenance support. Refer to Appendices 1-20 and 24 for details on VCU's implemented systems/locations and Section IV, A.

ConvergeOne Response:

ConvergeOne is providing two (2) options for your Avaya maintenance support. This includes the OneCloud Subscription Licensing Bundle and the traditional, perpetual license support. **Please note that with both options, we have included 33 months of support for the recently acquired Tappahannock sites for VCU Health. We have also based our pricing upon the most recent upgrades that were performed for the Avaya solutions. The Avaya records have not yet been completely updated.** The support for the Tappahannock sites is supposed to transfer to VCU on January 1, 2022. These are listed separately below and in Attachment L: ConvergeOne Pricing Detail. We have also included pricing for continuing the support of the Avaya Client Services Manager (CSM).

Option 1: Subscription Licenses

4 st Three Years Hardware Maintenance Support	\$319,563.00
4 st Three Years Subscription and Software Maintenance and Support	\$3,416,960.52
33-Month Hardware Maintenance and Support for Tappahannock Sites	\$13,925.34
33-Month Software Subscription and Maintenance and Support for Tappahannock Sites	\$0.00
Three Years OpenText Software Maintenance and Support	\$122,746.65
Three Years Avaya Client Services Manager Support	\$237,600.00
Total Three Years Maintenance and Support	\$ 4,110,795.51
Minimum Discount for Hardware Maintenance and Support	22%
Minimum Discount for Software Maintenance and Support	22%
Minimum Discount for Voicemail Maintenance and Support	35%

All Avaya OneCloud™ Subscription Licensing bundles include Support Advantage Preferred with Upgrade Advantage. Support entitlements are contingent upon meeting the requirements and fulfilling the Customer responsibilities detailed in the Support Advantage Preferred Service Agreement Supplement. Please see Attachment F: Avaya Service Agreement Supplement.

Option 2: Perpetual Licenses

4 st Three Years Hardware Maintenance Support	\$319,563.00
4 st Three Years Software Maintenance and Support	\$3,736,268.50
33-Month Hardware Maintenance and Support for Tappahannock Sites	\$13,925.34
33-Month Software Maintenance and Support for Tappahannock Sites	\$641.19
Three Years OpenText Software Maintenance and Support	\$122,746.65
Three Years Avaya Client Services Manager Support	\$237,600.00
Total Three Years Maintenance and Support	\$ 4,430,744.68
Minimum Discount for Hardware Maintenance and Support	22%
Minimum Discount for Software Maintenance and Support	22%
Minimum Discount for Voicemail Maintenance and Support	35%

Please see Attachment F: Avaya Service Agreement Supplement.

Describe the methodology to determine the price to add new equipment and software to maintenance support. What is the discount offered from the Avaya Published List Price for hardware and software maintenance support? Confirm that the price to add new equipment and software to maintenance support shall be prorated, so the additional equipment and software is coterminous with the current maintenance support term.

ConvergeOne Response:

Comply. ConvergeOne will use Avaya’s design tool to provide the maintenance support pricing for any new equipment and/or software. However, please note that the final amount for new and add on orders is subject to then current pricing tool rates. We will continue to honor a minimum 22% discount on Avaya maintenance.

- New Order: Services will commence: (a) for newly configured Equipment and licenses, on the first day of the second month following order placement with the manufacturer; and (b) for additional Supported Products or licenses, on the first day of the month following order placement with the manufacturer, and remains in full force for the term period
- Add On Order: Services will commence on the first day of the month following order placement with the manufacturer, and remains in full force for the term period.

All Avaya hardware and software that are part of the same system will be co-terminus with existing coverage. For example, if a new gateway is added, it would have a prorated maintenance price to get it to co-term with the overall agreement. This prorated amount will be provided with our proposals to VCU.

Avaya actually requires that any new products that are added in a product category that is under your existing agreement be made to co-term. In the event a new product category at a location is introduced, ConvergeOne will request a special bid so it will co-term with the larger, overall agreement.

3. Contractor shall provide pricing for effort and resources in support of assessing and designing new sites, refer to Appendix 21 and Section IV, B.

ConvergeOne Response:

Total Access and Design	<u>\$0.00</u>
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Submit a list of the technical services personnel with the position title/role and hourly rate and the total number of hours for each position title/role with the extended amount that equals the Total Amount Access and Design task. Separately list any position titles/roles with the associated hourly rate for any proposed services personnel that are not included in the task.

ConvergeOne Response:

Comply. ConvergeOne will provide the technical resources to assess and design new sites for VCU at no charge. This is part of the presales support that is included when doing business with us. The team that will work with VCU on this will include, but not be limited to, the following:

- ConvergeOne National Account Manager: Anthony Seal
- ConvergeOne Lead Solutions Architect: Heath Snow
- ConvergeOne Solutions Architect: Chris Kellner
- ConvergeOne Design Engineer: Dave Daffern
- ConvergeOne Contact Center Specialist: Jay Tilghman

If the price for an Access and Design project varies by the size of the project, define the variables and the breakpoints for each size project defined and submit pricing for each size project.

ConvergeOne Response:

ConvergeOne has provided pricing for the provided templates. No additional professional services or consultation is needed for these scenarios.

4. Contractor shall provide pricing for effort and resources in support of implementing core equipment at new sites, refer to Appendix 22 and Section IV, C. Submit pricing for a small (2 scenarios), medium and large project. The definitions of the small, medium and large projects are:

Small Office (2 scenarios)

- 25 Users
- 5 POTS lines
- 2 Analog ports for fax and credit cards

- 25 Users
- 1 PRI
- 2 Analog ports for fax and credit cards

Medium Office

- 100 Users
- 2 PRIs
- 8 Analog ports for fax and credit cards

Large Office

- 250 Users
- 3 PRIs
- 10 Analog ports for fax and credit cards

Total Implement Core Equipment at New Sites - #1 Small	<u>\$8,027.58</u>
Total Implement Core Equipment at New Sites - #2 Small	<u>\$8,533.17</u>
Total Implement Core Equipment at New Sites – Medium	<u>\$15,894.52</u>
Total Implement Core Equipment at New Sites - Large	<u>\$22,637.37</u>

Submit a list of the technical services personnel with the position title/role and hourly rate and the total number of hours for each position title/role with the extended amount that equals the Total Implement Core Equipment at New Sites task for each size project. Separately list any position titles/roles with the associated hourly rate for any proposed services personnel that are not included in the task.

ConvergeOne Response:

ConvergeOne Implementation Services – VCU Small Site (Scenario 1)

Job Services Summary	Qty	Labor Costs	Price
Avaya Gateways	3.06	\$197.00	\$602.82
Survivable Remote Processor (all)	2.55	\$197.00	\$502.35
Station Programming	3.57	\$197.00	\$703.29
Individual CO lines	0.41	\$197.00	\$80.77
Cutover Support – UC Engineer	2.04	\$198.00	\$403.92
Solution Diagram – Simple	4.08	\$235.00	\$958.80
Circuit Pack Staging – PRC	0.26	\$186.00	\$48.36
Gateway Staging – PRC	1.02	\$186.00	\$189.72
Survivable LSP/SRP – PRC	2.04	\$186.00	\$379.44
SAL – Additional SEID Elements	0.34	\$186.00	\$63.24
Onsite Tech	2.04	\$136.00	\$277.44
Cutover Support – Tech	2.04	\$136.00	\$277.44
CO Lines	0.2	\$136.00	\$27.20
Server/Gateway Installation	2.04	\$136.00	\$277.44
Cross-Connects (Wallfield)	0.33	\$136.00	\$44.88
Handset Deployment - Non-Analog	5.1	\$136.00	\$693.60
Handset Deployment – Prep	2.04	\$136.00	\$277.44
SAL Registration (# of Servers & Gateways)	0.51	\$137.00	\$69.87
GRT Registration	2.04	\$137.00	\$279.48
Project Manager	9.74	\$192.00	\$1,870.08
Total:	45.45		\$8,027.58

Hours				
Worker Type Summary	RT	OT	Hourly Rate	Labor Cost
A – Tech	13.79	0.00	\$136.00	\$1,875.44
A – Network Engineer	4.08	0.00	\$235.00	\$958.80
A – PRC Technician	3.66	0.00	\$186.00	\$680.76
A – Registration	2.55	0.00	\$137.00	\$349.35
A – UC Engineer	2.04	0.00	\$198.00	\$403.92
A – Software Specialist	9.59	0.00	\$197.00	\$1,889.23
A – Project Manager	9.74	0.00	\$192.00	\$1,870.08
Total:	45.45	0.00		\$8,027.58

ConvergeOne Implementation Services – VCU Small Site (Scenario 2)

Job Services Summary	Qty	Labor Costs	Price
Avaya Gateways	3.06	\$197.00	\$602.82
Survivable Remote Processor (all)	2.55	\$197.00	\$502.35
Add T-1's (Per T-1 or 24 trunks)	1.53	\$197.00	\$301.41
Station Program Only	3.57	\$197.00	\$703.29
Individual CO Lines	0.41	\$197.00	\$80.77
Cutover Support - UC Engineer	2.04	\$198.00	\$403.92
Solution Diagram – Simple	4.08	\$235.00	\$958.80
Circuit Pack Staging – PRC	0.51	\$186.00	\$94.86
Gateway Staging – PRC	1.02	\$186.00	\$189.72
Survivable LSP/SRP – PRC	2.04	\$186.00	\$379.44
SAL- Additional SEID Elements	0.34	\$186.00	\$63.24
Onsite Tech	2.04	\$136.00	\$277.44
Cutover Support – Tech	2.04	\$136.00	\$277.44
T-1/Circuits	0.51	\$136.00	\$69.36
CO Lines	0.2	\$136.00	\$27.20



Job Services Summary	Qty	Labor Costs	Price
Server/Gateway Installation	2.04	\$136.00	\$277.44
Cross-Connects (Wallfield)	0.33	\$136.00	\$44.88
Handset Deployment - Non-Analog	5.1	\$136.00	\$693.60
Handset Deployment – Prep	2.04	\$136.00	\$277.44
SAL Registration (# of Servers & Gateways)	0.51	\$137.00	\$69.87
GRT Registration	2.04	\$137.00	\$279.48
Project Manager	10.2	\$192.00	\$1,958.40
Total:	48.20		\$8,533.17



Hours				
Worker Type Summary	RT	OT	Hourly Rate	Labor Cost
A – Tech	14.30	0.00	\$136.00	\$1,944.80
A – Network Engineer	4.08	0.00	\$235.00	\$958.80
A – PRC Technician	3.91	0.00	\$186.00	\$727.26
A – Registration	2.55	0.00	\$137.00	\$349.35
A – UC Engineer	2.04	0.00	\$198.00	\$403.92
A – Software Specialist	11.12	0.00	\$197.00	\$2,190.64
A – Project Manager	10.20	0.00	\$192.00	\$1,958.40
Total:	48.20	0.00		\$8,533.17



ConvergeOne Implementation Services – VCU Medium Site

Job Services Summary	Qty	Labor Costs	Price
Avaya Gateways	6.24	\$197.00	\$1,229.28
Survivable Remote Processor (all)	2.6	\$197.00	\$512.20
Add T-1's (Per T-1 or 24 trunks)	2.08	\$197.00	\$409.76
Station Programming	7.28	\$197.00	\$1,434.16
Individual CO Lines	1.66	\$197.00	\$327.02
Cutover Support - UC Engineer	4.16	\$198.00	\$823.68
Solution Diagram – Simple	4.16	\$235.00	\$977.60
Circuit Pack Staging – PRC	0.78	\$186.00	\$145.08
Gateway Staging – PRC	2.08	\$186.00	\$386.88
Survivable LSP/SRP – PRC	2.08	\$186.00	\$386.88
SAL- Additional SEID Elements	0.52	\$186.00	\$96.72
Onsite Tech	4.16	\$136.00	\$565.76
Cutover Support – Tech	4.16	\$136.00	\$565.76
T-1/Circuits	1.04	\$136.00	\$141.44
CO Lines	0.83	\$136.00	\$112.88
Server/Gateway Installation	4.16	\$136.00	\$565.76
Cross-Connects (Wallfield)	0.33	\$136.00	\$44.88
Handset Deployment - Non-Analog	20.8	\$136.00	\$2,828.80
Handset Deployment - Prep	2.08	\$136.00	\$282.88
SAL Registration (# of Servers & Gateways)	0.78	\$137.00	\$106.86
GRT Registration	2.08	\$137.00	\$284.96
Project Manager	19.09	\$192.00	\$3,665.28
Total:	93.15		\$15,894.52



Hours				
Worker Type Summary	RT	OT	Hourly Rate	Labor Cost
A – Tech	37.56	0.00	\$136.00	\$5,108.16
A – Network Engineer	4.16	0.00	\$235.00	\$977.60
A – PRC Technician	5.46	0.00	\$186.00	\$1,015.56
A – Registration	2.86	0.00	\$137.00	\$391.82
A – UC Engineer	4.16	0.00	\$198.00	\$823.68
A – Software Specialist	19.86	0.00	\$197.00	\$3,912.42
A – Project Manager	19.09	0.00	\$192.00	\$3,665.28
Total:	93.15	0.00		\$15,894.52



ConvergeOne Implementation Services – VCU Large Site

Job Services Summary	Qty	Labor Costs	Price
Avaya Gateways	3.12	\$197.00	\$614.64
Survivable Remote Processor (all)	2.6	\$197.00	\$512.20
Add T-1's (Per T-1 or 24 trunks)	2.59	\$197.00	\$510.23
Station Programming	9.1	\$197.00	\$1,792.70
Individual CO Lines	2.08	\$197.00	\$409.76
Cutover Support - UC Engineer	8.32	\$198.00	\$1,647.36
Solution Diagram – Simple	4.16	\$235.00	\$977.60
Circuit Pack Staging – PRC	1.3	\$186.00	\$241.80
Gateway Staging – PRC	1.04	\$186.00	\$193.44
Survivable LSP/SRP – PRC	2.08	\$186.00	\$386.88
SAL- Additional SEID Elements	0.52	\$186.00	\$96.72
Onsite Tech	2.08	\$136.00	\$282.88
Cutover Support – Tech	8.32	\$136.00	\$1,131.52
T-1/Circuits	1.56	\$136.00	\$212.16
CO Lines	1.04	\$136.00	\$141.44
Server/Gateway Installation	2.08	\$136.00	\$282.88
Cross-Connects (Wallfield)	0.67	\$136.00	\$91.12
Handset Deployment - Non-Analog	52	\$136.00	\$7,072.00
Handset Deployment - Prep	2.08	\$136.00	\$282.88
SAL Registration (# of Servers & Gateways)	0.52	\$137.00	\$71.24
GRT Registration	2.08	\$137.00	\$284.96
Project Manager	28.13	\$192.00	\$5,400.96
Total:	137.47		\$22,637.37



Hours				
Worker Type Summary	RT	OT	Hourly Rate	Labor Cost
A – Tech	69.83	0.00	\$136.00	\$9,496.88
A – Network Engineer	4.16	0.00	\$235.00	\$977.60
A – PRC Technician	4.94	0.00	\$186.00	\$918.84
A – Registration	2.60	0.00	\$137.00	\$356.20
A – UC Engineer	8.32	0.00	\$198.00	\$1,647.36
A – Software Specialist	19.49	0.00	\$197.00	\$3,839.53
A – Project Manager	28.13	0.00	\$192.00	\$5,400.96
Total:	137.47	0.00		\$22,637.37

In addition to implementations, we also provide a wide range of services to our clients. This consultation can be as simple as programming support on a telephony system or as complex as a full integration with Microsoft. Below is a “rate card” for our various services job titles. We can provide VCU with a custom Statement of Work that is tailored to your specific requirements for any consulting engagement.

Job Title	Hourly Rate
Program Manager	\$240.00
Project Manager	\$192.00
Project Coordinator	\$135.00
Sales Architect	\$305.00
System Engineer	\$228.00
Staging (ITLS)	\$186.00
Software Specialist	\$197.00
Field Technician	\$136.00
Application Development	\$250.00
Microsoft Solutions Architect	\$230.00
Contact Center Specialist	\$163.00
Unified Communications Engineer	\$198.00
Network Engineer	\$235.00
Data Center Architect	\$205.00
Security Architect	\$305.00
NOC Tier 1	\$97.00
NOC Tier 2	\$158.00

5. Contractor shall provide pricing for effort and resources in support of assessing, designing and implementing new products, refer to Appendix 23 and Section IV, D.

ConvergeOne Response:

Total Access, Design and Implement New Products – Small Scenario #1	<u>\$8,027.58</u>
Total Access, Design and Implement New Products – Small Scenario #2	<u>\$8,533.17</u>
Total Access, Design and Implement New Products – Medium	<u>\$15,894.52</u>
Total Access, Design and Implement New Products – Large	<u>\$22,637.37</u>

Please see:

- Attachment B: ConvergeOne Small Scenario 1 Statement of Work
- Attachment C: ConvergeOne Small Scenario 2 Statement of Work
- Attachment D: ConvergeOne Medium Scenario Statement of Work
- Attachment E: ConvergeOne Large Scenario Statement of Work

6. If there is a cost associated with the service, Contractor shall provide pricing for the product and application support proposed in Section IV, E.

ConvergeOne Response:

Total Product and Application Support	<u>\$5,000.00 per year</u>
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Submit pricing details for each type of product and application support proposed in response to Section IV, E that equals the total amount of product and application support.

ConvergeOne Response:

ConvergeOne Assist provides flexible system administration and MAC support to fit your needs. It is part of ConvergeOne Managed Services — a comprehensive, growing portfolio of services that keep multivendor solutions reliable and performing their best.

With Assist, ConvergeOne’s dedicated team of highly skilled engineers provides the support you need, when you need it, enabling you to:

- Reduce operational costs
- Improve response times
- Manage multivendor systems
- Concentrate on core competencies

The Benefits of Assist

With a prepaid agreement, you get the expertise to handle daily administrative tasks without the costs of training and managing personnel. Assist provides:

- Volume discounts
- The flexibility to budget for any combination of simple or complex remote MAC services
- A secure, web-based customer portal for trouble ticketing and status tracking
- Targeted service level objectives for remote MAC: Simple MAC - 24 hours, Complex MAC - 48 hours

Multivendor Support

Because our customers’ networks always include systems and software from multiple manufacturers, ConvergeOne technicians and engineers are “cross-trained” with certifications from a plethora of industry-leading vendors. We support the newest SIP technologies, legacy enterprise systems, voice mail, and unified communications platforms, as well as the software applications that power today’s voice and data solutions. For you, this translates into an impressive support team able to handle the most simple or sophisticated requests. Examples of Remote MAC Services:

- Addition of new users
- Hunt group changes
- User rights modifications
- Messaging mailbox changes
- System list management
- Addition of nodes to existing network

7. If there is a cost associated with the service, Contractor shall provide pricing for the professional services and consultation proposed in Section IV, F.

ConvergeOne Response:

Total Professional Services and Consultation	<u>\$0.00</u>
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Submit pricing details for each type of professional services and consultation proposed in response to Section IV, F that equals the total amount of professional services and consultation.

ConvergeOne Response:

ConvergeOne has provided pricing for the templates provided above. No additional professional services or consultation is needed for these scenarios.

8. Contractor shall provide pricing for technical and end-user training in Section IV, G.

ConvergeOne Response:

Total Technical Training	See Below
Total End User Training	See Below

Provide unit pricing for all of the proposed technical training for support/system administration/engineer level training and end-user training in Section IV, G. that totals to the total amount of technical training for support/system administration/engineer level training and end-user training.

ConvergeOne Response:

End-user training can be provided as either onsite or remote and will include the following:

- Provide an electronic copy of the Avaya Quick reference station and voicemail guide to the customer.
- Provide station and voicemail training to include:
 - Standard station features
 - Making, receiving and transferring calls
 - Set up a conference call
 - Button features that have been assigned by the administrator
 - Standard agent features that have been programmed
 - Logging into the voicemail system
 - Retrieving messages
 - Setting a personal greeting

The pricing for the end-user training is as follows:

- Onsite End-User Training (up to 90 users per day), Eight (8) hours \$1,687.50
- Each Additional Consecutive Day Added, Eight (8) hours \$1,187.50
- Remote End-User Training, Two (2) hours \$225.00

Please note that the onsite end-user training includes travel in the US excluding Alaska and Hawaii.

As part of an ongoing effort to continually educate and train our customers on the latest in cutting-edge communication solutions, ConvergeOne has developed our Center of Excellence (CoE). The training and education needed to stay on top of ever-changing technology within our industry is essential to your ongoing operational success. The technology curriculum that you experience through the CoE Courses are developed and taught by our highly skilled and experienced technical team at ConvergeOne. We offer a blended approach to training. We believe this will maximize the effectiveness of your learning experience and decrease the time needed to update your skills.

Our unique hands-on experience allows customers to troubleshoot in a safe and monitored environment as well as provide focused, uninterrupted training away from a normal office setting.

- Live Classroom Environment
- Hands-On Demo Equipment
- All Hardware and Software Options
- World Class Training Facility
- Hands-On Training Center and State-of-the-Art Demo Center
- CoE Online -Self-paced, Online Access
- Subscription Based On Demand Video Modules
- Supplement Classroom Training: Modules covering Avaya Administration, End User Training, and Convergence Technology
- Presented by ConvergeOne Instructors and Resident Experts

We offer administrator training in ConvergeOne CoE classrooms and onsite at customer location for Session/System Manager, Avaya SIP, Avaya Aura Messaging, Avaya Aura Basic Administration, Advanced Converged Administration, Session Border Controller Enterprise, Call Center, and IP Office. Below is a list of sample classes with list prices.

The pricing above and below are our list price. ConvergeOne is happy to extend a 15% discount to VCU for any scheduled training that's posted on our website.

Sample Classes

AVAYA AURA COMMUNICATION MANAGER

- CE023WBT Aura 7 Configuration & Administration (1-day ILT webinar) \$1,300 per person
- CE001ILT Basic \$2,625.00 per person (3.5 days)
- CE007ILT Advanced \$3,565.00 per person (3.5 days)

If you are new to Avaya or have never had formal training, the Basic class provides a solid foundation. The Advanced drills down into ARS trunking and includes basic vectors and call reporting.

VOIP

- CE304WBT Networking for VOIP \$384.00 per person (self-paced WBT) *Demo Available on LMS

SIP: SESSION INITIATION PROTOCOL

- CE301WBT SSCA SIP Training \$428.69 per person (self-paced WBT) *Demo Available on LM
- CE003ILT Intro to SIP (Call Routing & Trunks) \$2,470 per person (2 days)
- CE019ILT Intermediate SIP (SIP Endpoints) \$2,520 per person (2 days)
- CE024ILT Session Manager/System Manager Administration 7.1 \$4,070.00 per person (3.5 days)
- CE025ILT Avaya Session Border Controller \$4,070.00 per person (3.5 days)
- CE030ILT Avaya Session Initiation Protocol \$3,495.00 per person (3.5 days)

If you are new to SIP, then we suggest you start with the web-based training. We also recommend experience with Communication Manager prior to attending the Instructor-led SIP sessions. The Intro to SIP course includes Avaya Session Manager, SBC's and SIP Trunking. The Session Manager/System Manager will cover SM/SMGR architecture, roles and permissions, trunking, monitoring and troubleshooting tools. Call Admission Control and Bandwidth management, in addition to Network Routing Policies, are a few of the highlights in this hands-on course.

CMS

- CE005VILT CMS Supervisor \$415.00 per person (4/HR webinar – Instructor-led)

Learn how to understand CMS Navigation and basic reports, perform Agent Administration, use Reporting tools and perform analysis, monitor queues, and conduct root administration as needed. Students who attend the bootcamp can expect to maintain their Call Centers with new concepts and a firm grasp of Call Center programming and CMS.

AURA MESSAGING

- CE020WEB Aura Messaging \$600.00 per person (4/HR webinar – Instructor-led)

Please see Attachment J: ConvergeOne CoE Schedule.

Additional overviews of available courses can be found at www.c1-coe.com.

9. Grand Total Section G, Price Proposal, Items 1-8. **\$6,066,840.72 – Perpetual**
\$5,746,891.55 – Subscription

Price evaluation will be based on the Grand Total of Section VIII, G., Price Proposal, Items 1-8.

ConvergeOne Response:

Please note that the above pricing includes support for the Tappahannock sites as well as the optional Avaya Client Services Manager (CSM). These are items that were not requested in the RFP but will either be required (Tappahannock) or are in place today (CSM). Line item details are included in Attachment L: ConvergeOne Pricing Detail.

10. Contractor shall specify the minimum discount percentage(s) offered for all comcode products on the Avaya Published Price List. As products become obsolete, the equipment and services shall be deleted and any new or replacement products shall be incorporated into the contract at the minimum discount offered below. The maximum price for all additional Avaya comcode products shall be the net price off the current published list prices after the discount is applied.

35% used to determine the **minimum** unit prices for all other Avaya comcode products

ConvergeOne Response:

Comply. Please note that the discount percentage listed above is the minimum amount for the items proposed in our response. Our discount levels vary from manufacturer-to-manufacturer. In addition, the discount levels vary depending upon the solution from the manufacturer. For example, we may receive one discount level for hardware, another for software, another for services and yet another for maintenance agreements.

This can also vary from product-to-product. As listed above, we are able to provide a variety of significant discounts on the Avaya hardware. We commit to providing VCU with the highest possible discount for each product and solution we quote. The 40% number listed above should be a good average.

There are some Avaya comcoded products that are not manufactured by Avaya. For example, Nuance speech licenses have an Avaya comcode. However, since this is an OEM product it does not allow for the same discount levels as do Avaya-manufactured products.

From time-to-time, our manufacturers, including Avaya, will offer incentive programs that would be passed along to VCU. These can come in the form of added discounts, free hardware or software, reduced implementation charges, etc. ConvergeOne will inform VCU of any promotions that would apply. For example, when ConvergeOne recently worked with VCU to upgrade their Avaya infrastructure to the latest releases, there was an Avaya promotion that was used that provided discounts above our negotiated discounts. These savings were passed along to VCU.

In addition, we may also be able to offer custom incentives to meet VCU's needs. For orders that require the shipment of hardware, we will provide free expedited shipping when needed to meet VCU's required dates. We would be happy to discuss the specific discount levels for any products or services that VCU purchases through ConvergeOne.



Prompt Pay Discount

ConvergeOne would like the opportunity to review possible prompt pay discounts with VCU. For example, a prompt pay discount would include a percentage at net 15 days for invoices over a minimum cost.

APPENDIX I: DSBSD-CERTIFIED SWAM BUSINESS

Participation in State Procurement Transactions Small Businesses and Businesses Owned by Women and Minorities

The following definitions will be used in completing the information contained in this Appendix.

Definitions

- **Small business** is an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority-owned business** is a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity. Minority Individual: "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
 - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marianas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
 - "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
 - "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.
 - "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.

- “Eskimos and Aleuts” means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.
- **Service Disabled Veterans:** Veterans who are small business owners can obtain Service Disabled Veteran-owned “status” in the SWaM vendor database. This is not a separate certification; it is a designation of those businesses that are owned by Service Disabled Veterans who are certified as such by the Virginia Department of Veteran Services. Veterans wishing to apply for service disabled veteran status must first seek eligibility certification from the Department of Veteran Services by calling (804) 786-0286 or visiting the DVS website at www.virginiaforveterans.com. Veterans can apply for small, women-owned or minority-owned certification with the Department of Small Business and Supplier Diversity before or after obtaining an eligibility certificate from DVS. Both services are available at no charge.
- **Disadvantaged Business Enterprise:** The Disadvantaged Business Enterprise (DBE) certification program is a Federal program. The purpose is to increase the participation of certified DBEs in projects funded by the US Department of Transportation and other federal sectors. Projects typically include heavy construction, such as building and designing roads, bridges, railroads, ports, and airports. The Program is governed by the U.S. Federal Regulations in 49 CFR Parts 26 and 23.
- **The Virginia Unified Certification Program** includes two certifying agencies:
 - The Department of Small Business and Supplier Diversity (DSBSD)
 - The Metropolitan Washington Airports Authority (MWAA)

There is no need to submit an application to both agencies. Federal DBE certification by either agency is fully accepted throughout Virginia.

If you plan to participate in the procurement process with one of the Commonwealth of Virginia’s state agencies that does not receive federal transportation funds, you need to apply for SWaM certification, not DBE certification. To apply for SWaM certification, please [click here](#).

- **Employment services organization (ESO):** is an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department for Aging and Rehabilitative Services.
- **8a** is a SBA federal certification. If a firm provides documentation that they are certified as such they can participate in the SWaM program without any additional paperwork.
- **EDWOSB**-stands for economically disadvantaged woman owned small business. This too is a federal certification that is verified by WBENC. Again no additional paperwork is required other than the WBENC certification document.

This appendix should only be completed by firms that are not currently Virginia Department of Small Business and Supplier Diversity (DSBSD)-certified small businesses.

Contractor certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors, or as suppliers. VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

SWaM Subcontracting Plan: *In the space below, please describe the areas in which you plan to utilize SWaM-certified businesses as subcontractors. Please be specific as to what types of goods and/or services these subcontractors will provide during the performance of the contract. If currently known, please list the exact SWaM-certified subcontractors you plan to utilize.*

ConvergeOne Response:

We intend to provide the majority of our services utilizing our own personnel. Although we don't have a program to specifically meet the VCU SWaM goal of 42%, we are open to considering suggestions from VCU in the event the parties anticipate the use of subcontractors on a project and ConvergeOne can work to fulfill the diverse supplier requirements.

Commitment for utilization of DSBSD SWaM Businesses:

_____ % of total contract amount that will be performed by DSBSD certified SWaM businesses.

ConvergeOne Response:

ConvergeOne commits 5%.

Identify the individual responsible for submitting SWaM reporting information to VCU:

Name Printed:	Anthony Seal
Email:	aseal@convergeone.com
Phone:	952.456.3638
Firm:	ConvergeOne, Inc.

Contractor understands and acknowledges that the subcontracting plan above represents a contractual commitment by the Contractor. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged: By *Signature*): 

Name Printed: Seth Frank Title: Regional Vice President

Email: sfrank@convergeone.com

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <https://www.sbsd.virginia.gov/certification-division/>) in order to fulfill the Contractor's commitment for utilization.

APPENDIX II: INVOICING AND PAYMENT

Invoicing

The Contractor shall submit a fully itemized invoice to VCU, Accounts Payable, P.O. Box 3985 Scranton, PA 18505, that, at minimum, includes the following information: the VCU purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the VCU RealSource vendor portal; and Contractor agrees to comply, to the extent commercially reasonable, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

In the event Contractor is unable to invoice VCU directly for services (i.e., cloud-based solutions due to FCC regulations, VCU will accept invoicing from the third party provider and payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation. The third party provider shall submit a fully itemized invoice to VCU, Accounts Payable, P.O. Box 3985 Scranton, PA 18505, that, at minimum, includes the following information: the Contractor's VCU Contract number, purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices.

Questions regarding this method of invoicing should be sent to: ecommerce@vcu.edu.

ConvergeOne Response:

Read, understood and comply.

Payment

Please review the payment methods described below and select one for your firm.

By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by VCU. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, but the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the method selected below.

Payment Methods

1. **Electronically through a Wells Fargo Visa commercial card:** Payment is processed thirty (30) days after receipt of a proper invoice for the amount due, or thirty (30) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Questions regarding this method of payment should be sent to commcard@vcu.edu.



2. Paper Check

Contractor must indicate the method of payment selected:

ConvergeOne Response:

- Commercial Card Payment (Wells Fargo VISA)
- Paper Check

Invoicing and Payment Method Acknowledgement:

Signature: 

Name Printed: Seth Frank

Title: Regional Vice President

Name of Firm: ConvergeOne, Inc.

Date: May 28, 2021

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your firm to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

Name of the individual: Kelly Rodimer

Title: Manager, Financial Operations

Mailing address: 10900 Nesbitt Avenue South

Bloomington, MN 55437

Email address: accountsreceivable@convergeone.com

Phone number: 651.994.6800

Fax number: 651.994.6801

APPENDIX III: EXCEPTIONS

Any and all exceptions to the terms, conditions, or specifications of this RFP must be clearly stated, section by section, in the space provided below. Exceptions should be numbered to coincide with the RFP numbering and be provided in the sequence in which the item appears in the RFP. If more space is required, please copy this page or attach separate sheets. Please note VCU, at its discretion, reserves the right to consider proposals containing significant exceptions to be non-responsive. VCU also reserves the right at its sole discretion to reject Contractor exceptions.

Unless specific exceptions are made within the firm's proposal, VCU will assume that the Contractor accepts all the terms, conditions, and specifications of this RFP. In the event that VCU enters into negotiations with a Contractor, VCU may decide only to negotiate those items included as exceptions listed in Appendix III. If during negotiations the Contractor raises issues that were not included in the Contractor's Appendix III submittal, then VCU may in its sole discretion terminate the negotiations.

UNIVERSITY PROPOSAL SECTION NUMBER	STATED EXCEPTION
Section XXIII, AA, Limitation of Liability	<p>While ConvergeOne will agree that the Commonwealth's liability should be limited to the maximum purchase price, ConvergeOne believes that its liability should be limited as stated in (2) below. In addition, ConvergeOne believes there should be an affirmative statement included in the provision that neither party is liable to the other for claims of indirect damages. Accordingly, ConvergeOne is respectfully requesting that the provision be restated in its entirety to read as follows:</p> <p>LIMITATION OF LIABILITY: (1) The total cumulative liability of the Commonwealth, its officers, employees, and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to this contract, shall not under any circumstance exceed payment of the maximum purchase price. (2) Contractor shall be liable to the Commonwealth, its officers, employees, and agents for actual damages arising from claims relating to: (a) personal injury or death; (b) defect or deficiency of the goods or services provided pursuant to this contract and caused solely by the willful misconduct or negligence of Contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement. (3) Neither Party shall in any case be liable to the other Party 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</p>

UNIVERSITY PROPOSAL SECTION NUMBER	STATED EXCEPTION
	accessed through or connected to the products (“toll fraud”). The previous sentence applies regardless of whether a Party has been advised of the possibility of such damages.
Section XXIII, FF, Additional Goods and Services	ConvergeOne is willing to provide VCU with other goods or services that are not specifically solicited in this RFP upon the mutual written agreement of both parties. However, given the goods or services were not initially solicited, there is no pricing included in the RFP response. In addition, given the unknown nature of the other goods and services to be sold, additional terms and conditions may be necessary to sell such other goods and services to VCU. Therefore, ConvergeOne cannot agree to provide such other goods and services under the “same pricing, terms and conditions.”
Section XXIV, C, Cancellation of Contract	Exception. ConvergeOne will agree that the purchasing agency has the right to terminate any resulting contract, in part or in whole, upon sixty (60) days prior written notice to the Contractor. However, such termination may be subject to cancellation fees as detailed in the purchasing agency’s order specific documentation, such as the Statement of Work, Subscription License Supplement, Service Agreement Supplement or Service Description.
Section XXIV, L, Extra Charges Not Allowed	ConvergeOne has read, understood and will comply with clarification. The proposed price is for the system as quoted in this response. If VCU modifies the scope, the price may change accordingly.
Section XXIV, N, Inspection of Job Site	ConvergeOne has read, understood and will comply with clarification. Because this contract will function as a procurement contract for use by multiple purchasing agencies during the term of the contract, ConvergeOne will perform an assessment prior to commencement of each project from a purchasing agency to ensure it is aware of the conditions under which the work will be performed.
Section XXIV, O, Installation	ConvergeOne has read, understood and will comply, provided this installation requirement would not apply to drop-shipped orders.
Section XXIV, Q, Excessive Downtime	Exception. Operational uptime, service level objectives and service level agreements for equipment and/or software furnished under the contract will be as stated in the purchasing agency’s order specific documentation such as the Statement of Work, Service Agreement Supplement or Service Description.
Section XXIV, R, New Products	ConvergeOne has read, understood and will comply with clarification. All purchased product will be new, unless requested as refurbished.

UNIVERSITY PROPOSAL SECTION NUMBER	STATED EXCEPTION
	Product provided under the Avaya maintenance agreement may be new or Avaya certified refurbished.
Section XXIV, U, Repair Parts	ConvergeOne has read, understood and will comply with clarification. Product provided under the Avaya maintenance agreement may be new or Avaya certified refurbished.
Section XXIV, W, Term of Software License	<p>Exception. The terms of the following manufacturer terms shall govern. Please see:</p> <p>Attachment B: Avaya Service Agreement Supplement</p> <p>Attachment C: Avaya End User License Agreement</p> <p>Attachment D: Avaya OneCloud Subscription Licensing Supplement</p> <p>Attachment E: Avaya Support, Managed and Subscription Terms</p>
Section XXIV, Y, Warranty Against Shutdown Devices	ConvergeOne complies with clarification. In the event a term-based license is purchased, the software may have the ability to shut off at the end of the term.
Section XXIV, EE, Renewal of Contract	<p>Exception. ConvergeOne agrees that the contract may be renewed for up to seven (7) successive one (1) year renewal terms, provided that upon each mutually agreed upon renewal term (1) the parties have an opportunity to update terms and conditions to ensure the terms continue to reflect the Commonwealth's requirements and ConvergeOne's then-current product and service offerings; and (2) the pricing for the renewal term is subject change based on the manufacturer's then-current product pricing, however the initially contracted discount levels in this contract will remain fixed during the life of this contract.</p>
Section XXIV, LL, Criminal Background Investigation	ConvergeOne has read, understood and will comply with clarification. In order to timely complete the background screening process, VCU or the purchasing agency must notify ConvergeOne at least ten (10) business days prior to the effective date of a resulting contract that a background screening will be required.

RESPONSE TO REMAINDER OF REQUEST FOR PROPOSAL

I. Purpose

- A. Virginia Commonwealth University (“University” or “VCU”) is issuing this Request for Proposal (RFP) to solicit sealed proposals from an authorized Avaya reseller to provide services, equipment and maintenance.
- Term: The initial contract term shall be three (3) years with the option of up to seven (7) one (1) year renewals, to be exercised upon mutual signed agreement by authorized representatives of both parties.
- The Commonwealth reserves the right to make multiple awards as a result of this solicitation.
- B. COOPERATIVE PROCUREMENT: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement, at the Contractor’s discretion. Accordingly, any public body, public or private health or educational institution or lead-issuing institution’s affiliated foundations may access any resulting contract(s) if authorized by the Contractor.
- Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated in the above paragraph to purchase at contract prices in accordance with contract terms. Upon request, the Contractor shall notify the lead-issuing institution in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide usage reports for all entities accessing the Contract upon request. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes.
- C. OPTIONAL-USE CONTRACT: The resulting contract s will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

ConvergeOne Response:

Read and understood.

II. The University

Located on two downtown campuses in Richmond, VCU enrolls more than 31,000 students in 217 certificate and degree programs in the arts, sciences and humanities. Thirty-eight of the programs are unique in Virginia, and VCU is one of just 28 public universities with an academic medical center nationwide to receive Carnegie Foundation designations of “Highest Research Activity” and “Community Engaged.” As one of the nation’s top research universities, VCU attracts more than \$275 million a year in sponsored research funding.

The VCU Health brand represents the health sciences schools of VCU, the VCU Massey Cancer Center and the VCU Health System, which comprises VCU Medical Center (the only academic medical center and Level I trauma center in the region), Community Memorial Hospital, Children’s Hospital of Richmond at VCU, MCV Physicians (a practice of more than 750 physicians), VCU Health Tappahannock Hospital, and Virginia Premier Health Plan.

VCU and its medical center are the largest-single employer in the Richmond area, with more than 22,000 employees, including more than 2,000 full-time instructional faculty — many of them nationally and internationally recognized in their fields. VCU’s total economic impact on Virginia is nearly \$6 billion, with more than \$3 billion in annual spending that supports more than 63,000 jobs.

VCU’s 17 varsity sports compete at the NCAA Division I level as members of the Atlantic 10 Conference. In recent years, VCU has participated in NCAA Tournaments in men’s and women’s basketball, baseball, golf, men’s soccer and men’s and women’s tennis, including the VCU men’s basketball team’s run to the Final Four in 2011.

ConvergeOne Response:

Read and understood.

III. Background

Voice communications is a critical component of VCU’s Information Technology strategy. The long-term strategy is to implement Voice over IP (VoIP) services campus wide and in remote sites. However, VCU Health is not ready at this time for an enterprise wide implementation of VoIP technology. As a result, VCU requires the continued operation and support of a hybrid solution for voice services.

The following four strategic goals are the building blocks of VCU’s voice technology strategy.

Goal 1: Optimize the total life cycle cost for voice services.

Goal 2: Provide common voice architecture, campus wide and to remote sites.

Goal 3: Provide secure remote access for voice and data to expand telework.

Goal 4: Develop a survivable architecture that is scalable and flexible.

Over the last three (3) years, VCU has implemented twenty-four (24) new VCU Health locations and one (1) VCU location. With the addition of these locations, VCU supports over 290 locations across the Richmond Metropolitan Area and surrounding areas within an 80-mile radius (South Hill, Williamsburg, Fredericksburg, Tappahannock of the city. PBX services at VCU have increased by 22.4% over the last three (3) years and by 32.8% for VCU Health.

VCU has approximately 20,000 active ports (stations) on the main campus Avaya CM 8.1 system, serving VoIP, digital and analog stations. These ports are spread across the Monroe Park and Medical College of Virginia campuses in the City of Richmond, Virginia. Additionally, there are

1,500 remote workers using IX Workplace through the Session Border Controller. See Appendix 1 for system specifics.

On the Community Memorial Hospital (CMH) campus Avaya CM8.1 system in South Hill, Virginia, VCU has approximately 380 active ports (stations) serving digital and analog stations. See Appendix 2 for system specifics.

The current voicemail platform for the main and CMH campuses is OpenText CX-E Voice; a separate system serves each location and is connected to the PBX via Avaya Session Manager servers over SIP trunks. There are 100 voicemail ports on the main campus and 36 on the CMH campus. The voicemail platform on the main campus is also integrated with OpenText XM Fax.

There are seventeen (17) remote standalone systems with voicemail serving off campus sites on Avaya CM8.1 with approximately 1,034 additional stations. The system specifics for each standalone system are listed in Appendices 3-19. VCU intends to transition these sites to be served from the main campus or CMH campus systems; however, a project plan is currently not developed for this effort.

VCU supports several contact centers at the University and VCU Health utilizing the following applications.

- Avaya Callback Assist
- Avaya Workforce Optimization (WFO)
- Avaya Business Advocate
- Avaya Call Management System (CMS)
- RSI Shadow CMS

VCU uses RedSky e911 to manage the PSALI database with Verizon for the main and CMH campuses.

See Appendix 24 for VCU's site list with Sold To numbers.

To support new sites and on-going needs, VCU estimates purchasing 17,800 stations for years 2021 – 2031. This estimated volume is provided only as a guideline for preparing the pricing and discounts offered. It is not a guarantee of the contract volume. The Contractor shall supply the quantities actually ordered at contract prices and discounts.

ConvergeOne Response:

Read and understood.

IV. Statement of Needs

This section describes VCU's requested goods and/or services and the areas to be addressed in the Contractor's proposal. Please note that the utilization of the words "shall" or "must" indicate a mandatory requirement.

A. Maintenance and Support

The Contractor shall provide hardware and software maintenance and technical support. Maintenance and support includes, but is not limited to:

1. For a major outage event, the Contractor must have a technician on site within two (2) hours.

A major outage event includes:

- a. Impacting an entire building or site
 - b. Enterprise system/application/server
 - c. Life safety impacting
 - d. Twenty-five percent (25%) or more of the trunks and/or stations supported by the Avaya voice system's common control are out of service at any time due to the failure of products provided by Avaya
 - e. The common control processor is out of service
 - f. Twenty-five percent (25%) or more of the data peripherals supported by the Avaya voice system's common control are out of service at any time due to the failure of products provided by Avaya
 - g. Twenty-five percent (25%) or more of the special network capabilities supported by the Avaya voice system's common control are out of service due to the failure of products provided by Avaya
2. Alarm monitoring and notification 24 x 7
 3. Access to technical support 24 x 7
 4. System information and/or equipment requiring maintenance support are listed in Appendices 1-20
 5. Must maintain Sold To data as listed in Appendix 24

B. Assess and Design New Sites

VCU intends to partner with the Contractor chosen through this RFP process to assist with the design and implementation of new sites, direct installation and maintenance support of extended remote sites, and expansion of our VoIP services. See Appendix 21 for a sample, detailed list of tasks associated with site assessment and design at VCU.

C. Implement Core Equipment at New Sites

VCU intends to use the equipment Contractor chosen through this RFP process for future equipment purchases supporting daily operations. Section VIII, G. 1 provides a list of VCU's station equipment. See Appendix 22 for a sample, detailed list of tasks associated with implementing core equipment at new sites.

D. Assess, Design and Implement New Products

VCU is continuously exploring new applications to support our University and VCU Health customers. Applications currently under consideration include Proactive Outreach Manager (POM) and Artificial Intelligence (AI) for the Contact Center environment. VCU

will require a vendor with the resources and knowledge of these types of applications who can conduct discovery sessions, fully evaluate the IT landscape and identify requirements. Once the design is complete, the vendor will need to coordinate and work with VCU and Avaya to implement and support these types of applications.

POM and AI are only examples of technology VCU is exploring. This is not a guarantee that we will implement them. However, the selected Contractor will need to have the resources to address technology that will need to integrate with existing platforms such as Epic.

Additionally, VCU may consider implementing a cloud-based solution at locations that cannot be served by the main PBX or installing a standalone system is cost prohibitive. In such cases, VCU will require the selected Contractor to assist with the design, implementation, direct installation and maintenance support. See Appendix 23 for a sample, detailed list of tasks associated with new product assessment, design and implementation at VCU.

E. Product and Application Support

1. Provide help desk, “how to” resources who can provide answers to questions related to programming/configuration changes in support of the applications currently installed as well as any new applications to be installed during the term of the contract.
2. Provide resources who may be requested from time to time to provide application overview sessions to the VCU support staff. These sessions would cover a review of the installed application. Enhancements that may become available, assistance in expanding the application to different parts of VCU and/or VCU Health.

F. Professional Services and Consultation

1. Provide new products, system enhancements, and future road map direction on a quarterly basis
2. Provide system enhancement and/or new product training to the VCU support team
3. Provide pre-sale and post-sale support

G. Technical Training for support/system administration/engineer level and end-user training – VCU shall order training on an “as needed basis”. Training is a requirements contract item.

H. Procurement Requirements:

1. Freight terms shall be F.O.B. Destination/Prepaid with inside delivery; additional charges shall not be allowed. All pallet deliveries to the TAB facility require a lift gate truck since the facility does not have a loading dock.
2. The terms and conditions of the RFP govern the resulting contract and not any Contractor terms and conditions or software license agreement.
3. The proposal prices shall include an itemization of all costs for equipment and services including all applicable freight and travel and living expenses; extra charges will not be allowed.
4. The contract is intended to provide access to all current Avaya products and is not intended to limit the ability to purchase Avaya equipment and maintenance to the current equipment and maintenance deployed at VCU. **The Contractor should supply all other available products on the most current version of**

the Avaya Published Price List at a similar discounted unit price to the negotiated contract prices for the products and maintenance that VCU currently uses.

5. The initial contract term is three (3) years with seven (7) annual, optional renewal terms. Maintenance payments shall be annual beginning on the commencement date of the initial maintenance term and each year on the anniversary date of the commencement of the initial maintenance term.

ConvergeOne Response:

Read and understood. Please see the Work Plan section of this response.

For the purpose of this solicitation and any resulting contract, offers shall only be accepted for Avaya products. **Offers for maintenance and services shall only be accepted from Avaya direct or a certified Avaya Business Partner. Offers for equipment shall only be accepted from Avaya direct or companies authorized by Avaya to distribute the equipment.** No substitute in the requested products is acceptable. The Contractor must provide proof that your firm is an Avaya Partner or distributor prior to award and as requested by VCU during the term of the contract.

ConvergeOne Response:

Read and understood. Please see Attachment K: Avaya Partner Letter.

V. The Request for Proposals Process - General

Written Proposals: To properly respond to this RFP, Contractors are required to prepare a written proposal in the format described below. This includes the submission of certain forms.

Electronic Delivery Required: As noted on the solicitation cover sheet, proposals must be electronically delivered to a specific email address prior to the Proposal Due Date and Time. Physical submissions shall not be accepted.

Initial Evaluation and Oral Presentations: Proposals will be evaluated against criteria specified below in this solicitation, after which Contractors may be invited to participate in oral presentations.

Discussions/Negotiations, Final Offers and Selection: Following initial evaluations and oral presentations (if applicable), discussions and/or negotiations with at least the top two Contractors may occur. If so, these Contractors shall be invited to submit any written changes to their proposals and a final selection decision shall be made based on the initial proposals, oral presentations (if applicable) and any negotiated, written changes to proposals.

Final Contract: Once a final selection decision has been made, VCU will work with the chosen Contractor to finalize the terms and conditions of the contract.

Each of the above steps is described below in detail. It is incumbent upon all Contractors to read the entire solicitation to understand the entire solicitation process.

ConvergeOne Response:

Read and understood.

VI. Preparation of Written Proposals – General

- A. Contractor shall submit:
1. **Required Forms:** The following forms must be completed and returned with the proposal.
 - a. The Offer Form on Page 2 of the RFP
 - b. Fully completed Appendix I (unless Contractor is a DSBSD-certified SWaM business , and
 - c. Fully completed Appendix II
 - d. All forms must be executed by an official representative of the Contractor
 2. **Electronic Copy of the Entire Proposal**
 - a. One electronic copy (via email) of the entire proposal including all attachments and proprietary information.

ConvergeOne Response:

Read and understood.

VII. Submission of Proposals

- A. Electronic proposals must be received in VCU's Office of Procurement Services on or before the date and time designated on the solicitation cover sheet.
- B. Physical and facsimile submissions shall not be accepted in lieu of an electronic-copy submission.
- C. Contractors are responsible for the timely delivery of their proposal. Proposals received after the official date and time specified on the solicitation cover sheet shall be rejected. The official date and time used in the receipt of responses is the timestamp associated when emails were received at eproposals@vcu.edu.
- D. The RFP number must be noted in the subject line of the email, date and time of proposal submission deadline, as reflected in the solicitation, must clearly appear in the body of the email.

Example:

From:

Name of Contractor	Due Date	Time
Street or Box Number	RFP No.	
City, State, Zip Code +4	RFP Title	
Name of Contract/Purchase Officer or Buyer: _____		

If a proposal is not clearly identified, the Contractor takes the risk that the proposal may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may NOT be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the email.

ConvergeOne Response:

Read and understood.

VIII. Proposal Response Format

A. General

Proposal responses must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Proposals which are substantially incomplete or lack key information may be rejected.

B. Introduction

Provide an introduction of the Contractor and all major Subcontractors who will be involved in the performance of the work. Include primary business experience, length of time in business, ownership, office locations and specific location of the principal office from where VCU work will be performed and any other information of an introductory nature.

C. Qualifications of the Contractor

Provide a response and describe how your firm's overall experience demonstrates your ability to successfully complete the Statement of Needs. Provide a detailed list of services you have provided to clients over the past three (3) years which are similar to those required by VCU.

1. Contractor must provide:

- a. How many technicians does your firm have?
 - i. How many technicians in the state of Virginia?
 - ii. How many technicians within a 100 mile radius of Richmond, Virginia?
 - iii. How many technicians within a 100 mile radius of Virginia?
- b. What certifications are the technicians proposed to work at VCU required to hold? Confirm that all technicians that work on VCU projects shall have the required certifications listed.
- c. List the number of higher tier support services personnel; include position title/role and list their certifications.
- d. How many project managers do you employ? How many projects do they handle simultaneously?

D. Qualifications of the Staff

Provide a response and identify the staff members who will provide the services required by the proposal, including years and type of experience and certifications for each

person. Experience should include the number of years at the current firm as well as all prior service.

E. References

A list of three (3) references for whom similar services were provided, preferably institutions of higher education and/or health/medical centers, or similarly-sized organizations.

1. Provide a list of institutions of higher education and/or health/medical centers with which the firm has a signed term contract.
2. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of VASCUPP Members can be found at <http://procurement.vcu.edu/our-services/university-purchasing/vascupp/>

F. Work Plan

The Work Plan must contain a comprehensive description of services, including the following elements:

1. Contractor shall describe all maintenance support options and detail what is included, as well as what is not covered for each. Maintenance and support should be included during the warranty period.
2. Contractor shall submit their proposed methodology to assess and design a new site and to develop the design required for implementation (see Appendix 21).

Contractor shall provide detailed information regarding the proposed approach, resources and delivery of the assessment and design services offered. If there are any variables in the task, based on the size of the project, please describe them. The major sub-tasks include, but are not limited to:

- a. Perform telephony infrastructure assessment
 - b. Develop telephony solution design
 - c. Document site preparation prerequisites including: developing test plan, creating the design document, and conducting a customer review of the design document
 - d. Document revised services charges for the implementation tasks, if applicable
3. Contractor shall provide detailed information regarding the approach, resources, and delivery of the equipment and implementation services for a small, medium, and large project, to include but not limited to (see Appendix 22). If there are any variables in the task, based on the size of the project, please describe them. The major sub-tasks include, but are not limited to:
 - a. Equipment delivery
 - b. Equipment installation
 - c. Equipment registration- create sold to, pre-registration, final registration
 - d. Performance acceptance testing
 - e. Document test results and prepare the Site Acceptance Report

4. Contractor shall submit their proposed methodology to assign, design and implement a new product and to develop the design required for implementation (see Appendix 23).

Contractor shall provide detailed information regarding the proposed approach, resources and delivery of the assessment, design and implementation of new products offered. If there are any variables in the task, based on the size of the project, please describe them.

How many sights with higher level applications for contact center and mobility has Contractor implemented and are currently supporting?

- a. List the number and type of contact center application resources available to support VCU
 - b. List their years of experience and certifications
 - c. Are the resources local to Richmond, Virginia or remote?
5. Contractor shall describe all product and application support options and detail what is included, as well as what is not covered for each.
 6. Describe the professional services and consultation offered. Clearly state whether the professional services and consultation are offered with or without charges.
 7. Describe in detail the technical training offered;
 - a. Is customized training available?
 - b. Is classroom training, either on site or remote, available?
 - c. Is an e-learning option offered?
 - d. Is training offered on either a daily or hourly basis?
 8. Procurement Requirements
 - a. Does your firm agree with the Procurement requirements in Section IV, H.?
 - b. Confirm your firm understands that the Contractor shall supply the products and services actually ordered at contract prices and discounts whether the products and services actually ordered are more or less than the estimate provided in the RFP.
 - c. What is the delivery lead time after the contract award for your firm to begin providing the Avaya products and services? If the number of days varies by product or service, provide a list.
 - d. Provide an implementation schedule indicating how long after the award of the contract it shall take your firm to begin accepting orders and delivering Avaya products and services.
 9. Deliverables – Fully describe all of the deliverables to be submitted under the proposed contract.
 10. Other Related Goods/Services:
 - a. Describe other products and/or services provided by Contractor that may be utilized by VCU

- b. Explain how the fee schedule would be established for these products/services during the contract term (or submit the fee schedule and Contractor's ability to provide most favored nations pricing)
 - c. Explain how VCU would be notified of newly introduced products/services
11. Work Schedule/Timeline – Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided. Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.
12. Outcomes and Performance Measurement – Describe the impacts/outcomes Contractor intends to achieve, including how these outcomes would be monitored, measured and reported to VCU.
13. Overall Risk - Define risks significant to the success of the work. Include how you propose to effectively monitor and manage these risks, including the reporting of risks to VCU (i.e., how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them).
14. Other – Provide any other information the Contractor deems relevant to describing the work plan.
15. Small, Women-Owned and Minority-Owned (SWaM) Business Commitment - Unless the firm is a Virginia Department of Small Business & Supplier Diversity (DSBSD) certified small business, it must submit and complete Appendix I (see Section X and Appendix I). DSBSD certified small businesses must include their certification number on the cover sheet of this RFP, but are not required to complete Appendix I.
16. Exceptions: Contractor must note any requested exceptions to any of the requirements and/or any of the terms and conditions stated in this RFP in *Appendix III: Exceptions*. While VCU may negotiate some terms and conditions, Contractor must recognize that VCU is a public agency and must abide by the legal requirements applicable to such public agencies. Most terms and conditions in the RFP cannot be negotiated. See Appendix III for additional information.

G. Price Proposal

The proposal should include the elements listed below. Note: VCU reserves the right to negotiate price.

Contractor shall provide pricing for:

- All station equipment referenced below, noting that historically, approximately 93% of our Avaya telephone set purchases have consisted of the 9404 (digital) and the 9611G (VoIP) models, with the breakdown being 65.3% and 27.6% respectively. Avaya has issued an End of Sale Notice discontinuing the 9611G and has replaced it with the J179 model, which is the comparable VoIP set to be purchased under this RFP. Late in 2020, Avaya issued an End of Sale Announcement for the 9404 model with no planned replacement. Avaya suggests that customers using the 9404 model migrate to the Avaya 9408 Digital set. The 9408 has constituted 5.6% of our historical spend. Combining the two models will result in the 9408 accounting for 70.9% of our spend going forward. VCU is seeking a (greater) volume discount on the 9408 and J179 models due to the large percentage of the total anticipated spend they represent.

- Hardware and software maintenance support, refer to Appendices 1-20 and 24 for details on VCU's implemented systems and locations
- Effort and resources in support of "Assess and Design New Sites", refer to Appendix 21
- Effort and resources in support of "Core Equipment Implementation", refer to Appendix 22
- Effort and resources in support of "Assess, Design and Implement New Products", refer to Appendix 23
- Product and application support
- Professional services and consultation
- Technical training
- All other Avaya comcode products

Contractor may provide pricing below for all the required Avaya products and services or only some of the products and services. If your firm is not offering all of the required Avaya products and services, clearly indicate which products and services your firm is offering to deliver by submitting either a price offer or filling in the space for price with "Not Offered".

1. Contractor shall provide prices for the Avaya equipment below, including the discount off the Avaya Published List Price. The products and quantities listed are an indication of the products or quantities that may be ordered for the initial three (3) year contract term. The Contractor shall provide the products at the unit prices for each product regardless of the actual quantities purchased. Prices shall include all items and requirements of the RFP. Refer to Section III, Background for the total estimated quantity for all the potential terms of the contract. If a model is no longer available new, state such and provide the discount for the new replacement model.

Confirm that the same minimum discount is offered for the potential purchase of the new models of the Avaya telephony equipment listed that replace the models in the list below.

_____ Yes _____ No

	QUANTITY	UNIT PRICE	TOTAL AMOUNT	%
<u>VoIP Telephones</u>				
J169	10			
J179	1,540			
1608	20			
9641GS	10			
B189 – Conference Phone	34			
<u>Digital Telephones</u>				
1408	35			

9408	4,728			
<u>Ancillary Set Equipment</u>				
BM12 Expansion Module	15			
<u>Infrastructure Equipment</u>				
G430	10			
G450	80*			

*The estimated quantity of G450 Media Gateways to potentially be purchased assumes that the current dates referenced in the Avaya End of Sale Notice for the G650 Media Gateway will not be extended and is contingent upon the G650 Gateway replacement taking place during the first three (3) years of the contract.

Total Equipment _____

- Contractor shall provide pricing below for the first year of hardware and software maintenance support. Refer to Appendices 1-20 and 24 for details on VCU's implemented systems/locations and Section IV, A.

1st Year Hardware Maintenance and Support:
\$ _____

1st Year Software Maintenance and Support:
\$ _____

Total 1st Year Maintenance and Support:
\$ _____

Minimum Discount for Hardware Maintenance and Support:
_____ %

Minimum Discount for Software Maintenance and Support:
_____ %

Minimum Discount for Voicemail Maintenance and Support:
_____ %

Describe the methodology to determine the price to add new equipment and software to maintenance support. What is the discount offered from the Avaya Published List Price for hardware and software maintenance support? Confirm that the price to add new equipment and software to maintenance support shall be prorated, so the additional equipment and software is coterminous with the current maintenance support term.

- Contractor shall provide pricing for effort and resources in support of assessing and designing new sites, refer to Appendix 21 and Section IV, B.

Total Access and Design: \$ _____

Submit a list of the technical services personnel with the position title/role and hourly rate and the total number of hours for each position title/role with the extended amount that equals the Total Amount Access and Design task. Separately list any position titles/roles with the associated hourly rate for any proposed services personnel that are not included in the task.

If the price for an Access and Design project varies by the size of the project, define the variables and the breakpoints for each size project defined and submit pricing for each size project.

4. Contractor shall provide pricing for effort and resources in support of implementing core equipment at new sites, refer to Appendix 22 and Section IV, C. Submit pricing for a small (2 scenarios), medium and large project. The definitions of the small, medium and large projects are:

Small Office (2 scenarios)

- 25 Users
- 5 POTS lines
- 2 Analog ports for fax and credit cards

- 25 Users
- 1 PRI
- 2 Analog ports for fax and credit cards

Medium Office

- 100 Users
- 2 PRIs
- 8 Analog ports for fax and credit cards

Large Office

- 250 Users
- 3 PRIs
- 10 Analog ports for fax and credit cards

Total Implement Core Equipment at New Sites - #1 Small:
\$ _____

Total Implement Core Equipment at New Sites - #2 Small:
\$ _____

Total Implement Core Equipment at New Sites – Medium:
\$ _____

Total Implement Core Equipment at New Sites – Large:
\$ _____

Submit a list of the technical services personnel with the position title/role and hourly rate and the total number of hours for each position title/role with the extended amount that equals the Total Implement Core Equipment at New Sites task for each size project. Separately list any position titles/roles with the associated hourly rate for any proposed services personnel that are not included in the task.

5. Contractor shall provide pricing for effort and resources in support of assessing, designing and implementing new products, refer to Appendix 23 and Section IV, D.

Total Access, Design and Implement New Products:
\$ _____

6. If there is a cost associated with the service, Contractor shall provide pricing for the product and application support proposed in Section IV, E.

Total Product and Application Support: \$ _____

Submit pricing details for each type of product and application support proposed in response to Section IV, E that equals the total amount of product and application support.

7. If there is a cost associated with the service, Contractor shall provide pricing for the professional services and consultation proposed in Section IV, F.

Total Professional Services and Consultation \$ _____

Submit pricing details for each type of professional services and consultation proposed in response to Section IV, F that equals the total amount of professional services and consultation.

8. Contractor shall provide pricing for technical and end-user training in Section IV, G.

Total Technical Training: \$ _____

Total End User Training: \$ _____

Provide unit pricing for all of the proposed technical training for support/system administration/engineer level training and end-user training in Section IV, G. that totals to the total amount of technical training for support/system administration/engineer level training and end-user training.

9. Grand Total Section G, Price Proposal, Items 1-8. \$ _____

Price evaluation will be based on the Grand Total of Section VIII, G., Price Proposal, Items 1-8.

10. Contractor shall specify the minimum discount percentage(s) offered for all comcode products on the Avaya Published Price List. As products become obsolete, the equipment and services shall be deleted and any new or replacement products shall be incorporated into the contract at the minimum discount offered below. The maximum price for all additional Avaya comcode products shall be the net price off the current published list prices after the discount is applied.

_____ % used to determine the unit prices for all other Avaya comcode products

ConvergeOne Response:

Read, understood and comply. Please see the Response Format provided as sections:

- Introduction
- Qualifications of the Contractor
- Qualifications of the Staff
- References
- Work Plan
- Price Proposal
- Appendix I

- Appendix II
- Appendix III
- Response to Remainder of the RFP
- Addenda

IX. Procurement Schedule

Below is a brief schedule for this solicitation, specifying the critical dates and milestones (subject to change).

Event/Milestone	Date/Date Range
Issue Date of RFP	05/14/2021
Proposal Due Date	05/28/2021
OPTIONAL: Oral Presentations	06/11/2021
Negotiations/BAFO	06/18/2021 -07/18/2021
Anticipated Contract Award	8/1/2021

ConvergeOne Response:

Read and understood.

X. Small, Women-Owned, and Minority-Owned Business Commitment (SWaM)

It is the policy of the Commonwealth of Virginia that 42% of its purchases be made from SWaM (Small, Women, and Minority-owned) businesses to contribute to the establishment, preservation, and strengthening of such businesses, and to encourage their participation in VCU procurement activities. The Commonwealth encourages Contractor to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities.

Contractor must complete and submit Appendix I (see section XXVI: Attachments) unless Contractor is currently a Department of Small Business and Supplier Diversity (DSBSD)-certified SWaM business. DSBSD-certified SWaM businesses must include their certification number on the cover sheet of this RFP upon submission to VCU but are not required to complete Appendix I.

If Contractor is currently a DSBSD-certified SWaM business and is awarded a contract from this RFP, Contractor agrees to maintain such certification for the life of the contract (provided Contractor remains eligible). For assistance with SWaM certification, visit the DSBSD website at <http://www.sbsd.virginia.gov/>

If the awarded firm is not DSBSD certified but can qualify for certification under DSBSD guidelines, the awarded firm is strongly encouraged to apply for certification within 60 days after award of the contract. Eligibility will be determined by the DSBSD.

Use of Subcontractors: If the Contractor intends to use Subcontractors to perform any portion of the work described in this RFP, the Contractor must clearly so state. VCU is placing an increased emphasis on its SWaM business program and is interested in identifying any potential opportunities that may be available to engage SWaM vendors to be certified by DSBSD through new or existing contracts. **Identify and list any such opportunities that your firm would commit to if awarded this Contract in Appendix I (Participation in VCU Procurement Transactions with Small Businesses and Businesses Owned by Women and Minorities).** The Contractor's response must include a description of which portion(s) of the work will be subcontracted, and must include the names and addresses of potential Subcontractors that are currently certified as SWaM businesses through DSBSD.

SWaM REPORTING AND DELIVERY REQUIREMENTS:

Unless the Contractor is a DSBSD-certified SWaM business, the Contractor shall submit quarterly reports on the direct involvement of DSBSD-certified SWaM Businesses (Subcontractors) in the performance of the contract. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment in Appendix I for utilization of certified SWaM businesses.

The Contractor shall provide this information quarterly to: swamreporting@vcu.edu

Failure to submit the required information shall be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information may result in invoice payments being withheld until such time as the required information is provided, at VCU's discretion.

ConvergeOne Response:

Read and understood. Please see Appendix I.

XI. Addenda

- B. If this solicitation is amended by published addenda, then all terms and conditions which are not modified shall remain unchanged and effective.
- C. Contractor shall acknowledge receipt of any addendum to this solicitation by (1) signing and returning the addendum, or (2) by identifying the addendum number and date in the space provided on the Offer Form, or by (3) other written means of acknowledgement.

ConvergeOne Response:

Read and understood. Please see the Offer Form as well as acknowledgement provided in the Addenda section of this response.

XII. Proposal Acceptance Period

Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Contractor. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

ConvergeOne Response:

Read and understood.

XIII. Confidential / Proprietary Data and Information

VCU is a public institution of higher education and as such is subject to the Virginia Freedom of Information Act (Code of Virginia §2.2-3700, et seq.) (FOIA). Therefore, all proposals and other documentation submitted by Contractor may be subject to disclosure to third parties as required by FOIA and other applicable provisions of law.

Pursuant to the Code of Virginia §2.2-4342(F), VCU can withhold confidential information identified as proprietary, or as a trade secret, submitted by an Contractor in connection with a procurement transaction only if, prior to or at the time of submission of such information, the Contractor invokes the protections of §2.2-4342(F), identifies the information to be protected, and states the reasons why protection is necessary. To this end, when submitting proposals containing such information, Contractor must:

- A. Clearly denote on the cover page of the proposal that it contains proprietary information.
- B. Include as the first section of the proposal a written notice that identifies by section and page number the information to be protected as well as specific reasons why protection is necessary.
- C. Clearly denote by some distinct method, such as highlighting or underlining, the words, figures or paragraphs within the proposal identified in the written notice.

Failure to follow these instructions shall result in Contractor's full proposal being subject to public disclosure.

PLEASE NOTE: Contractor may not request that it's entire proposal, or pricing, or fees or total proposal cost be treated as trade secrets, proprietary or confidential information. The classification of an entire Proposal document, or line item prices, or total Proposal prices as proprietary or trade secrets is not acceptable and, if Contractor does not promptly agree to withdraw this classification following submission, shall result in rejection and return of Proposal.

Section XIII shall apply to all documents submitted by Contractor/Contractor throughout the duration of any negotiations, contracts, renewals, and extensions resulting from this solicitation.

ConvergeOne Response:

Read and understood. Please see Attachment A: ConvergeOne Confidential Information.

XIV. Late Proposals

To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official date and time used in the receipt of responses is the timestamp associated when emails were received at eproposals@vcu.edu. It is the sole responsibility of the Contractor to ensure that its proposal reaches the issuing office by the designated date and hour.

ConvergeOne Response:

Read and understood.

XV. Questions and Explanations to Contractors

If any prospective Contractor has questions about the specifications or other solicitation documents, the prospective Contractor should contact the buyer whose name appears on the solicitation cover sheet. Any revisions to the solicitation will be made only by addendum issued by the buyer.

Questions concerning this RFP must be received via email no later than: May 19, 2021

ConvergeOne Response:

Read and understood.

XVI. Communications with VCU during the RFP Process

Communications regarding this RFP shall be formal from the date of issue for this RFP until either a Contractor has been selected or VCU rejects all proposals. Formal communications shall be directed to the buyer listed on the solicitation cover sheet. Informal communications, including but not limited to requests for information or comments or speculations regarding this RFP to any VCU employee other than the buyer on the front of the solicitation cover sheet, may result in the rejection of the proposal from the non-compliant Contractor.

ConvergeOne Response:

Read and understood.

XVII. Oral Presentations

- A. Contractors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. This provides an opportunity for the Contractor to clarify or elaborate on the proposal. Oral presentations are an option and may or may not be conducted at VCU's sole discretion. Should an oral presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available. VCU reserves the right to rescore proposals following oral presentations.

- B. Contractors who are invited to conduct an oral presentation shall include the individual s who would be the primary point of contact for VCU on the Contractor's presentation team.

ConvergeOne Response:

Read and understood.

XVIII. Best and Final Offers (BAFO)

At the conclusion of negotiations, the Contractor(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Contractor(s). The Contractor(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

ConvergeOne Response:

Read and understood.

XIX. Qualifications of Contractors

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the services/furnish the goods and the Contractor shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect the Contractor's physical facilities prior to award to satisfy questions regarding the Contractor's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Contractor fails to satisfy the Commonwealth that such Contractor is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

ConvergeOne Response:

Read and understood. Please see the Qualifications of the Contractor section of this response.

XX. Cancellation of Solicitation

VCU may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

ConvergeOne Response:

Read and understood.

XXI. Evaluation Criteria

Proposals will be evaluated based upon the information provided in the Contractor's proposal using the criteria specified below.

Qualifications and Experience	35%
Methodology/Approach	25%
Pricing Schedule	25%
SWaM Status/Utilization	5%
Acceptance of all the terms, conditions, and specifications of this RFP	10%

**Contractor's status as a Virginia DSBSD-certified SWaM Business, or Contractor's plans to utilize Virginia DSBSD-certified SWaM Businesses in Contractor's performance of the contract (see Appendix I).*

***Contractor's failure to accept all the terms, conditions, and specifications of this RFP may result in lower overall scoring. See Appendix III for more information. Qu*

ConvergeOne Response:

Read and understood.

XXII. Award of Contract

- A. Selection shall be made of two or more Contractors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP, including price, if so stated in the RFP. Negotiations shall be conducted with the selected Contractors.
- B. After negotiations have been conducted with each Contractor selected, VCU shall select the Contractor which, in its opinion, has made the best proposal, and shall award the contract to that Contractor.
- C. The Commonwealth reserves the right to make multiple awards as a result of this solicitation.
- D. Should the Commonwealth determine in writing and in its sole discretion that only one Contractor is fully qualified, or that one Contractor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Contractor. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.
- E. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, VCU will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 (ten) days.

ConvergeOne Response:

Read and understood.

XXIII. General Terms and Conditions

- A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <https://vascupp.org/hem.pdf>.
- B. **APPLICABLE LAW AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations. To the extent any provision of Contractor's Proposal, Quote, Statement of Work, Addenda, or other related documents is prohibited by Virginia law, or is otherwise not authorized by Virginia law, due to VCU's status as an agency of the Commonwealth of Virginia, such provision is null and void.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, Contractors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1). In every contract over \$10,000 the provisions in 1 and 2 below apply:
1. During the performance of this contract, the Contractor agrees as follows:
 - a. VCU is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor who performs work relative to this RFP.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Contractors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Contractor, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
 - E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, Contractors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
 - F. DEBARMENT STATUS: By submitting their proposals, Contractors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
 - G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
 - H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
 - I. CLARIFICATION OF TERMS: If any prospective Contractor has questions about the specifications or other solicitation documents, the prospective Contractor should contact the buyer whose name appears on the face of the solicitation by the deadline for questions stated in this document. Any revisions to the solicitation will be made only by addendum issued by the buyer.
 - J. PAYMENT:
 1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, and social security number for individual Contractors or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after receipt of invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractor is put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty 30 days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
2. To Subcontractors:
- a. Contractor awarded a contract under this solicitation is hereby obligated:
 - i. To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or
 - ii. To notify the agency and the Subcontractor(s) in writing, of the Contractor's intention to withhold payment and the reason.
 - 3. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2.(a) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of the Commonwealth.
- K. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF CONTRACTORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the services/furnish the goods and the Contractor shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Contractor's physical facilities prior to award to satisfy questions regarding the Contractor's capabilities. The Commonwealth

further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Contractor fails to satisfy the Commonwealth that such Contractor is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written contract to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual contract between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the

Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Contractor to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Contractor is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts, and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Contractor clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Contractors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. INSURANCE: By signing and submitting a proposal under this solicitation, the Contractor certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any Subcontractors are involved, the Subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Contractor further certifies that the Contractor and any Subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Minimum Insurance Coverages and Limits Required for Most Contracts:
1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employers Liability - \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products, and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$5,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
 5. Cyber Security Liability - \$5,000,000 (applicable only to Information Technology contracts)
- U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, VCU will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of ten (10) days.
- V. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) includes the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- W. NONDISCRIMINATION OF CONTRACTORS: A bidder, Contractor, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or against faith-based organizations or any other basis prohibited by state law relating to discrimination in employment. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- As applicable, federal law requires compliance with the following for all federal government contracts:
1. 41 CFR § 60-1.4 Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, or national origin.
 2. 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability 60-741.5(a) and protected veteran status 41 CFR 60-300.5(a), and require affirmative action by covered prime Contractors and Subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

- X. **eVA REGISTRATION AND FEES:** Awarded Contractor agrees to self-register with the Commonwealth of Virginia's electronic procurement system, eVA (information on eVA can be found at <http://www.eva.virginia.gov>), and agrees to maintain self-registered status for the duration of this Contract. The Commonwealth shall assess eVA transaction fees as specified below for each order resulting from this solicitation/contract. The Vendor Transaction Fee is:

1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
2. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified Vendor Transaction Fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and the invoice is payable 30 days after the invoice date.

Contractor is responsible for the security of its eVA account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information.

- Y. **FERPA:** The following provision applies only if Contractor will have access to VCU's education records as defined under the Family Educational Rights and Privacy Act (FERPA): Contractor acknowledges that for the purposes of this contract it will be designated as a "school official" with "legitimate educational interests" in VCU education records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under this contract for VCU's and its students' benefit, and will not share such data with or disclose it to any third party except as provided for in this contract, required by law, or authorized in writing by VCU.

- Z. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold harmless VCU, the Commonwealth of Virginia, and their officers, employees and agents from any claim, damage, liability, injury, expense or loss, including defense costs and attorneys' fees, arising from Contractor's negligence under this Agreement. Accordingly, VCU shall promptly notify Contractor of any claim or action brought against VCU in connection with this Agreement. Upon such notification, and at the request and direction of VCU and/or the Office of the Attorney General, Contractor will immediately defend any such claim or action pursuant to the provisions and requirements of § 2.2-514 of the Code of Virginia.

- AA. **LIMITATION OF LIABILITY:** (1) The total cumulative liability of the Commonwealth, its officers, employees, and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to this contract, shall not under any circumstance exceed payment of the maximum purchase price. (2) Contractor shall be liable for the actual damages caused by the negligence of itself, its officers, employees, and agents in connection with this contract or any goods, services, actions, or omissions relating to this contract.

ConvergeOne Response:

While ConvergeOne will agree that the Commonwealth's liability should be limited to the maximum purchase price, ConvergeOne believes that its liability should be limited as stated in (2) below. In addition, ConvergeOne believes there should be an affirmative statement included in the provision that neither party is liable to the other for claims of indirect damages. Accordingly, ConvergeOne is respectfully requesting that the provision be restated in its entirety to read as follows:

LIMITATION OF LIABILITY: (1) The total cumulative liability of the Commonwealth, its officers, employees, and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to this contract, shall not under any circumstance exceed payment of the maximum purchase price. (2) Contractor shall be liable to the Commonwealth, its officers, employees, and agents for actual damages arising from claims relating to: (a) personal injury or death; (b) defect or deficiency of the goods or services provided pursuant to this contract and caused solely by the willful misconduct or negligence of Contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement. (3) Neither Party shall in any case be liable to the other Party 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 a Party has been advised of the possibility of such damages.

- BB. SOVEREIGN IMMUNITY:** VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth, including the Virginia Tort Claims Act (Va. Code §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this contract shall be deemed to be or construed as a waiver of VCU’s or the Commonwealth’s sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth.
- CC. FORCE MAJEURE:** Neither Party will be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond either Party’s reasonable control, including without limitation, war, strikes or labor disputes, civil disturbances, fires, natural disasters, pandemics, including if VCU, in its sole discretion, must close a campus location or take other restrictive actions due to concerns related to the COVID-19 pandemic or acts of God. If the delay or failure in the performance of the Party claiming Force Majeure continues for thirty (30) days or more, then the Party not claiming Force Majeure may terminate this Agreement by written notice to the other Party without penalty. Any funds paid will be reimbursed pro rata based on Services not provided.
- DD. AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- EE. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent the General Assembly appropriates funds, or other applicable funding sources provide funds, for the purpose of this contract.

- FF. **ADDITIONAL GOODS AND SERVICES:** VCU may acquire other goods or services that the supplier provides than those specifically solicited. VCU reserves the right, subject to mutual contract, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems or related services newly introduced during the term of the contract.

ConvergeOne Response:

ConvergeOne is willing to provide VCU with other goods or services that are not specifically solicited in this RFP upon the mutual written agreement of both parties. However, given the goods or services were not initially solicited, there is no pricing included in the RFP response. In addition, given the unknown nature of the other goods and services to be sold, additional terms and conditions may be necessary to sell such other goods and services to VCU. Therefore, ConvergeOne cannot agree to provide such other goods and services under the "same pricing, terms and conditions."

- GG. **REALSOURCE:** This solicitation and resulting contract shall result in a purchase order or purchase orders issued via VCU's source-to-pay platform, RealSource. Contractor shall register in RealSource upon award of contract. For information on registering, visit realsource.vcu.edu. Registration is free, and registered vendors shall have access to purchase order, invoice, and payment information. Contractor is responsible for the security of its RealSource portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information. If this is a cooperative procurement, this clause shall apply to orders placed by VCU only.

ConvergeOne Response:

Read and understood.

XXIV. Special Terms and Conditions

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment or services resulting from this proposal, no indication of such sales or services to VCU will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **AS-BUILT DRAWINGS:** The Contractor shall provide the Commonwealth a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The Contractor shall also provide the Commonwealth with maintenance manuals, and parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists, and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.
- C. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more

than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

ConvergeOne Response:

Exception. ConvergeOne will agree that the purchasing agency has the right to terminate any resulting contract, in part or in whole, upon sixty (60) days prior written notice to the Contractor. However, such termination may be subject to cancellation fees as detailed in the purchasing agency’s order specific documentation, such as the Statement of Work, Subscription License Supplement, Service Agreement Supplement or Service Description.

- D. TERMINATION OF CONTRACT: VCU may terminate this contract if Contractor materially breaches this contract and such breach is not cured within thirty (30) days after written notice to Contractor.
- E. CONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: ConvergeOne, Inc.

Subcontractor Name: Phillips Telecommunications, LLC

License# 2705114767 Type: A

- F. CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by the Contractor within any 12-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the Contractor is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR". If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by Contractor within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000), the Contractor is required to be licensed as a "CLASS B CONTRACTOR". If such a contract is for one thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500), or if the Contractor does less than \$150,000 in business in a 12-month period, the Contractor is required to be licensed as a "CLASS C CONTRACTOR". The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning Contractors. The Contractor shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his Contractor license number:

Licensed Class A Virginia Contractor No. _____

Specialty: _____

Licensed Class B Virginia Contractor No. _____

Specialty: _____

Licensed Class C Virginia Contractor No. _____

Specialty: _____

If the Contractor shall fail to provide this information on his proposal or on the envelope containing the proposal and shall fail to promptly provide said Contractor license number to the Commonwealth in writing when requested to do so before or after the opening of proposals, he shall be deemed to be in violation of Section 54.1-1115 of the Code of Virginia (1950), as amended, and his proposal will not be considered.

If Contractor shall fail to obtain the required license prior to submission of his proposal, the proposal shall not be considered.

- G. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other contract by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- H. DELIVERY AND STORAGE: It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. VCU will not assume any responsibility for receiving these shipments. Contractor shall check with VCU and make necessary arrangements for security and storage space in the building during installation.
- I. DELIVERY NOTIFICATION: VCU shall be notified via telephone on regular business days between the hours of 7:30 AM and 4:00 PM (24) hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Delivery of palletized routine equipment shipments to the TAB Facility or any other facility not having a loading dock will require a lift gate truck and must include inside delivery. Notification shall be made to:
Name: Paul Casey Phone Number: 804-827-7717
- J. PROMPT PAYMENT DISCOUNTS: VCU will pay within 30 days after receipt and acceptance of an invoice. Contractor is encouraged to offer a prompt payment discount, in which Contractor provides a discount off the invoice total in exchange for VCU paying the invoice in fewer than 30 days. Contractor should describe such an offer at the bottom of their pricing proposal, indicating both A) the discount percentage offered and B) the net number of days in which payment would need to be made in order to achieve the discount.
- K. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- L. EXTRA CHARGES NOT ALLOWED: The proposal price shall be for complete installation ready for Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

ConvergeOne Response:

ConvergeOne has read, understood and will comply with clarification. The proposed price is for the system as quoted in this response. If VCU modifies the scope, the price may change accordingly.

- M. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to VCU that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

- N. INSPECTION OF JOB SITE: Contractor's signature on its proposal constitutes certification that it has inspected the job site and is aware of the conditions under which the work must be accomplished. Claims, resulting from Contractor's failure to inspect the job site, will not be considered by the Commonwealth.

ConvergeOne Response:

ConvergeOne has read, understood and will comply with clarification. Because this contract will function as a procurement contract for use by multiple purchasing agencies during the term of the contract, ConvergeOne will perform an assessment prior to commencement of each project from a purchasing agency to ensure it is aware of the conditions under which the work will be performed.

- O. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

ConvergeOne Response:

ConvergeOne has read, understood and will comply, provided this installation requirement would not apply to drop-shipped orders.

- P. EQUIPMENT SUBSTITUTION: During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that equipment and/or software identified in the solicitation without the prior written consent of the Contracting Officer whose name appears on the front of this solicitation, or their designee.
- Q. EXCESSIVE DOWNTIME: Equipment and/or software furnished under the contract shall be capable of continuous operation. Should the equipment and/or software become inoperable for a period of more than 24 hours, the Contractor agrees to pro-rate maintenance charges to account for each full day of being inoperable. The period of inoperability shall commence upon initial notification. In the event the equipment and/or software remains inoperable for more than two (2) consecutive days, the Contractor shall promptly replace the equipment at no charge upon request of the procuring agency. Such replacement shall be with new, unused equipment of comparable quality, and must be installed and operational within two (2) days following the request of replacement.

ConvergeOne Response:

Exception. Operational uptime, service level objectives and service level agreements for equipment and/or software furnished under the contract will be as stated in the purchasing agency's order specific documentation such as the Statement of Work, Service Agreement Supplement or Service Description.

- R. NEW PRODUCTS: Unless otherwise expressly stated in this solicitation, all equipment furnished under the contract shall be new, unused equipment. All software provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.

ConvergeOne Response:

ConvergeOne has read, understood and will comply with clarification. All purchased product will be new, unless requested as refurbished. Product provided under the Avaya maintenance agreement may be new or Avaya certified refurbished.

- S. OPERATIONAL COMPONENTS: Unless otherwise requested in this solicitation, stated equipment prices shall include all cables, connectors, interfaces, documentation for all components and any other items necessary for full systems operation at the user site. This does not include consumable supplies such as paper, tapes, disks, etc., unless such supplies are expressly identified in the Pricing Schedule.
- T. QUALIFIED REPAIR PERSONNEL: All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware and/or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the rights to require proof of certification prior to award and any time during the term of the contract.
- U. REPAIR PARTS: In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the Contractor be permitted to replace defective items with refurbished, remanufactured or surplus items without prior written authorization of the Commonwealth.

ConvergeOne Response:

ConvergeOne has read, understood and will comply with clarification. Product provided under the Avaya maintenance agreement may be new or Avaya certified refurbished.

- V. SOFTWARE UPGRADES: The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the Contractor sells or licenses the upgraded software under similar circumstances.
- W. TERM OF SOFTWARE LICENSE: Unless otherwise stated in this solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.

ConvergeOne Response:

Exception. The terms of the following manufacturer terms shall govern. Please see:

- Attachment F: Avaya Service Agreement Supplement
- Attachment G: Avaya End User License Agreement
- Attachment H: Avaya OneCloud Subscription Licensing Supplement
- Attachment I: Avaya Support, Managed and Subscription Terms

- X. THIRD PARTY ACQUISITION OF SOFTWARE: The Contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The Contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the Contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.
- Y. WARRANTY AGAINST SHUTDOWN DEVICES: The Contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU references, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or Subcontractors shall insert any shutdown device following delivery of the equipment and software.

ConvergeOne Response:

ConvergeOne complies with clarification. In the event a term-based license is purchased, the software may have the ability to shut off at the end of the term.

- Z. MAINTENANCE MANUALS: The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- AA. PREVENTIVE MAINTENANCE: The Contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- BB. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all Subcontractors that it may utilize, using its best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of his Subcontractors and of persons employed by them as it is for the acts and omissions of its own employees.
- CC. PRODUCT INFORMATION: The Contractor shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.
- DD. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- EE. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon mutual written agreement of both parties for seven (7) successive one (1) year periods under the terms and conditions of the original contract except as stated below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period.

If the Commonwealth elects to exercise the option to renew the contract for an additional one (1) year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the All Items category of the CPI-U section of the

Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

ConvergeOne Response:

Exception. ConvergeOne agrees that the contract may be renewed for up to seven (7) successive one (1) year renewal terms, provided that upon each mutually agreed upon renewal term (1) the parties have an opportunity to update terms and conditions to ensure the terms continue to reflect the Commonwealth's requirements and ConvergeOne's then-current product and service offerings; and (2) the pricing for the renewal term is subject change based on the manufacturer's then-current product pricing, however the initially contracted discount levels in this contract will remain fixed during the life of this contract.

- FF. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed Subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its Subcontractor(s) and shall assure compliance with all requirements of the contract.
- GG. WARRANTY (COMMERCIAL): The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.
- HH. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- II. POLICY OF EQUAL EMPLOYMENT: VCU is an equal opportunity/affirmative action employer. Women, minorities, and persons with disabilities are encouraged to apply. VCU encourages all vendors to establish and maintain a policy to ensure equal opportunity employment. To that end, Contractors should submit along with their proposals, their policy of equal employment.
- JJ. ADDITIONAL USERS OF CONTRACT: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement, at the Contractor's discretion. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated in the above paragraph to purchase at contract prices in accordance with contract terms. Upon request, the Contractor shall notify the lead-issuing institution in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide usage reports for all entities accessing the Contract upon request. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall

not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes.

KK. GRAMM-LEACH-BLILEY ACT: The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit, and tax information.

LL. CRIMINAL BACKGROUND INVESTIGATION: If Contractor employees and agents will be on the VCU campus, Contractor must comply with the following: Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and/or temporary, who may have access to VCU confidential or proprietary information, or data about VCU personnel or students, have passed a criminal background check pursuant to the Code of Virginia, § 2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies found at:

<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>

Specifically, Contractor shall ensure an investigation is conducted by a third-party vendor utilizing courthouse records and national databases to obtain records within the past seven (7) years. Convictions related to drugs, violence and/or sexual behavior are generally considered job related due to the nature of the VCU environment and the need to provide reasonable levels of protection for students, patients, employees, visitors, and institutional resources.

ConvergeOne Response:

ConvergeOne has read, understood and will comply with clarification. In order to timely complete the background screening process, VCU or the purchasing agency must notify ConvergeOne at least ten (10) business days prior to the effective date of a resulting contract that a background screening will be required.

MM. IDENTIFICATION CARDS: All Contractor's employees authorized to work at VCU, must obtain a VCU identification card. Information on obtaining a card is available at <http://vcucard.vcu.edu/>. Contractor's employees must wear their VCU identification when they are on VCU property.

NN. SECTION 508 COMPLIANCE: All information technology which, pursuant to this contract, is purchased or upgraded by or for the use of VCU (the "Technology" shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology clause below shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.

OO. NONVISUAL ACCESS TO TECHNOLOGY: All Technology shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:

1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
2. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
3. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
4. the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if VCU determines (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.1-807 through 2.1-811 of the Code of Virginia.

ConvergeOne Response:

Read and understood.

XXV. Federal Terms and Conditions

- A. For any purchase resulting from this RFP which is funded by a U.S. Government grant or contract, the following provisions found in Appendix II of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (2 CFR Part 200, et al) shall be incorporated and made a part of the purchase contract between the parties.
1. Equal Employment Opportunity (E.O. 11246 as amended by E.O. 11375 and supplemented by 41 CFR part 60).
 2. For construction with Federal funds: the Davis-Bacon Act (40 U.S.C. 3141-3148 as supplemented by 29 CFR part 5).
 3. Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 29 CFR part 3).
 4. Where applicable, the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by 29 CFR part 5.

5. For non-profit organizations and small business, patent rights will be governed by 37 CFR part 401, "Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Contracts."
6. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387.), as amended.
7. Mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
8. When applicable, this Order is subject to Debarment and Suspension E.O.s 12549 and 12689) as provided in 2 CFR part 180.
9. The BYRD Anti-Lobbying Amendment (31 U. S. C. 1352): awards of \$100,000.00 or more will file the required certification.
10. **This Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime Contractors and Subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

ConvergeOne Response:

Read and understood.

XXVI. Attachments

See below.

Appendix I

PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

Definitions

- **Small business** is an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority-owned business** is a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity. Minority Individual: "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
 - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marianas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
 - "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
 - "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.
 - "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of

which these persons claim to be a part or who are recognized by a tribal organization.

- “Eskimos and Aleuts” means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.
- **Service Disabled Veterans:** Veterans who are small business owners can obtain Service Disabled Veteran-owned “status” in the SWaM vendor database. This is not a separate certification; it is a designation of those businesses that are owned by Service Disabled Veterans who are certified as such by the Virginia Department of Veteran Services. Veterans wishing to apply for service disabled veteran status must first seek eligibility certification from the Department of Veteran Services by calling (804) 786-0286 or visiting the DVS website at www.virginiaforveterans.com. Veterans can apply for small, women-owned or minority-owned certification with the Department of Small Business and Supplier Diversity before or after obtaining an eligibility certificate from DVS. Both services are available at no charge.
- **Disadvantaged Business Enterprise:** The Disadvantaged Business Enterprise (DBE) certification program is a Federal program. The purpose is to increase the participation of certified DBEs in projects funded by the US Department of Transportation and other federal sectors. Projects typically include heavy construction, such as building and designing roads, bridges, railroads, ports, and airports. The Program is governed by the U.S. Federal Regulations in 49 CFR Parts 26 and 23.
- The Virginia Unified Certification Program includes two certifying agencies:
 - The Department of Small Business and Supplier Diversity (DSBSD)
 - The Metropolitan Washington Airports Authority (MWAA)
 - There is no need to submit an application to both agencies. Federal DBE certification by either agency is fully accepted throughout Virginia.

If you plan to participate in the procurement process with one of the Commonwealth of Virginia’s state agencies that does not receive federal transportation funds, you need to apply for SWaM certification, not DBE certification. To apply for SWaM certification, please [click here](#).

- **Employment services organization (ESO):** is an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department for Aging and Rehabilitative Services.
- **8a** is a SBA federal certification. If a firm provides documentation that they are certified as such they can participate in the SWaM program without any additional paperwork.
- **EDWOSB**-stands for economically disadvantaged woman owned small business. This too is a federal certification that is verified by WBENC. Again no additional paperwork is required other than the WBENC certification document.

ConvergeOne Response:

Read and understood. Please see the Appendix I section of this response.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN,
BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not currently Virginia Department of Small Business and Supplier Diversity (DSBSD)-certified small businesses.

Contractor certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors, or as suppliers. VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

SWaM Subcontracting Plan: *In the space below, please describe the areas in which you plan to utilize SWaM-certified businesses as subcontractors. Please be specific as to what types of goods and/or services these subcontractors will provide during the performance of the contract. If currently known, please list the exact SWaM-certified subcontractors you plan to utilize.*

Commitment for utilization of DSBSD SWaM Businesses:

_____ % of total contract amount that will be performed by DSBSD certified SWaM businesses.

Identify the individual responsible for submitting SWaM reporting information to VCU:

Name Printed: _____

Email: _____

Phone: _____

Firm: _____

Contractor understands and acknowledges that the subcontracting plan above represents a contractual commitment by the Contractor. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged: By (*Signature*): _____

Name Printed: _____ Title: _____

Email: _____

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <https://www.sbsd.virginia.gov/certification-division/>) in order to fulfill the Contractor's commitment for utilization.

Appendix II: Invoicing and Payment

Invoicing:

The Contractor shall submit a fully itemized invoice to VCU, Accounts Payable, P.O. Box 3985 Scranton, PA 18505, that, at minimum, includes the following information: the VCU purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the VCU RealSource vendor portal; and Contractor agrees to comply, to the extent commercially reasonable, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

In the event Contractor is unable to invoice VCU directly for services (i.e., cloud-based solutions) due to FCC regulations, VCU will accept invoicing from the third party provider and payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation. The third party provider shall submit a fully itemized invoice to VCU, Accounts Payable, P.O. Box 3985 Scranton, PA 18505, that, at minimum, includes the following information: the Contractor's VCU Contract number, purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices.

Questions regarding this method of invoicing should be sent to: ecommerce@vcu.edu.

Payment:

Please review the payment methods described below and select one for your firm.

By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by VCU. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, but the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the method selected below.

Payment Methods

1. **Electronically through a Wells Fargo Visa commercial card:** Payment is processed thirty (30) days after receipt of a proper invoice for the amount due, or thirty (30) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Questions regarding this method of payment should be sent to commcard@vcu.edu.

2. **Paper Check**

Contractor must indicate the method of payment selected:

Commercial Card Payment (Wells Fargo VISA)

Paper Check



Invoicing and Payment Method Acknowledgement:

Signature: _____ Name Printed: _____ Title: _____

Name of Firm: _____ Date: _____

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your firm to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

Name of the individual: _____

Title: _____

Mailing address: _____

Email address: _____

Phone number: _____

Fax number: _____

ConvergeOne Response:

Read and understood. Please see the Appendix II section of this response.

Appendix III: Exceptions

Any and all exceptions to the terms, conditions, or specifications of this RFP must be clearly stated, section by section, in the space provided below. Exceptions should be numbered to coincide with the RFP numbering and be provided in the sequence in which the item appears in the RFP. If more space is required, please copy this page or attach separate sheets. Please note VCU, at its discretion, reserves the right to consider proposals containing significant exceptions to be non-responsive. VCU also reserves the right at its sole discretion to reject Contractor exceptions.

Unless specific exceptions are made within the firm's proposal, VCU will assume that the Contractor accepts all the terms, conditions, and specifications of this RFP. In the event that VCU enters into negotiations with a Contractor, VCU may decide only to negotiate those items included as exceptions listed in Appendix III. If during negotiations the Contractor raises issues that were not included in the Contractor's Appendix III submittal, then VCU may in its sole discretion terminate the negotiations.

UNIVERSITY PROPOSAL SECTION NUMBER	STATED EXCEPTION

ConvergeOne Response:

Read and understood. Please see the Appendix III section of this response.

ADDENDA

Addendum #1



VCU Procurement Services

RFP - Addendum

DATE: May 20, 2021

ADDENDUM NO.1 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 140350549AA-2

Commodity/Title: Avaya Equipment, Services, and Support

Issue Date: May 14, 2021

Proposal Due: May 28, 2021

Pre-Proposal Conference: n/a

The following questions have been submitted. Vendor inquiry is in bold.

- 1. For this bid, can the equipment be quoted separate from the service and maintenance? Or do you require the bidder to provide both?**

Yes, a vendor can quote only the equipment if they wish.

- 2. Is this RFP a rebid?**

Yes



NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date and hour or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

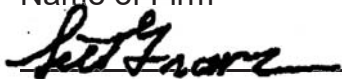
Very truly yours,

Amy Anthes

Phone: (804) 828-1070

ConvergeOne, Inc.

Name of Firm

 Regional Vice President

Signature/Title

May 28, 2021

Date

Reference Page 1, Proposal Due Date:

Reference Page , Section :



Virginia Commonwealth University
RFP #140350549AA-2
Avaya Services, Equipment and Maintenance
ConvergeOne Attachments

Attachment F

Avaya Service Agreement Supplement



SERVICE DESCRIPTION

Service Agreement Supplement

For Avaya Support Advantage Essential and Preferred Support

Issue 3.16

Date September 16 , 2020



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1. Introduction

This Service Description describes the Avaya Support Advantage Essential and Preferred Support services for eligible Supported Products and supersedes all prior descriptions or contract supplements relating to such support. When a translated version of this document conflicts with the English version, the English version will take precedence. This document is an attachment to the End Customer's Commercial Agreement with Avaya, and shall serve as the Service Description with respect to such support offering. In the event of a conflict between this Service Description and the End Customer's Commercial Agreement with Avaya, the terms and conditions of the End Customer's Commercial Agreement will control. In the event that an Avaya authorized reseller, distributor, systems integrator or service provider is purchasing support coverage for the End Customer, Avaya will provide the support specified herein to the End Customer.

2. Support Advantage Coverage Options

Two coverage options are included within this Service Description for Avaya software and hardware products ("Supported Products"):

- Essential Support
- Preferred Support

The coverage option, supported Product, and name of the End Customer will be included on the applicable order or associated quote sheet. The Avaya support obligations are expressly conditional upon the Supported Products:

- Being properly installed per Avaya product specification.
- Not being subject to unusual mechanical stress or unusual electrical or environmental conditions.
- Not being subject to misuse, accident or disaster including, without limitation, fire, flood, water, wind, lightning, or other acts of God.

3. Essential Support Coverage

Essential Support coverage provides reactive remote support for all eligible Supported Products and is the **minimum coverage required, where available**, to receive Avaya support on those eligible Supported Products.

Essential Support is not offered as an option for any Supported Products with a Major Release launching on or after August 10, 2015.

Essential Support is not offered as an option for any Supported Products licensed as a Subscription.

A. Remote Software and Hardware Support

The End Customer has 24x7 around-the-clock access to an Avaya Service Center via the website (<http://support.avaya.com>) or telephone to request software and (where applicable) hardware support. Avaya may require that only Avaya-authorized End Customer contacts are eligible to request support, verify the identity of End Customer contacts requesting support and limit the number of authorized contacts. Avaya's remote support, including all electronic and telephone communications, is provided in the English language.

For all Supported Products under Essential Support, Avaya will use commercially reasonable efforts to commence support on the End Customer's request for remote support according to the following table.



	Outage*	Severe Business Impact*	Business Impact & Non-Service Impact*
Requests submitted via website	Within one (1) hour	Within two (2) hours	Within Standard Business Hours
Requests submitted via telephone	Within one (1) hour	Within two (2) hours	Next Business Day

* Severity levels are defined in Appendix A

B. Web Services

The End Customer has access to web-based services available at <http://support.avaya.com>. Detailed instructions for access and use of each web service are posted on the support website. Avaya may require that only Avaya-authorized End Customer contacts are eligible to access the support website and may also limit the number of authorized contacts.

Avaya E-Notifications – Register and receive proactive notifications via email anytime new and modified product documentation and downloads are posted on the support website. These announcements include Product Correction Notices, Security Advisories, End of Sale Notices, Services Support Notices and User Guides.

Avaya Support Forums – View, post and reply to web-based conversation threads to discuss Supported Products (<http://support.avaya.com/forums>).

Case Status Alerts – Register for proactive email or text message alerts on the status of an Avaya service request.

Diagnostics - Scripting technologies used by Avaya Service and Engineering teams to End Customers. These scripts are based on actual break/fix Service Request data to enhance resolution and trouble isolation steps. Each script can run diagnostic steps against the product quickly, providing simple green, yellow, and red indicators of potential trouble areas along with failure logs where a fault was found.

HealthCheck – Optimize reliability and performance for the Supported Product by using an on-demand tool to generate a HealthCheck report and review the current configuration parameters.

Knowledge Base – Access Avaya’s on-line knowledge base and use advanced search engines to find: documentation organized by Supported Product including all available user guides for product administration and programming, installation, configuration, upgrades and migrations, and general support; software and firmware download instructions; alarm code definitions with instructions on how to clear the associated alarms; problem descriptions with instructions for prescribed resolution; and answers for frequently- and previously-asked questions.

My Reports – View and create reports for service requests and entitlements across all of the Customer’s Sold To numbers.

Software Compatibility Audit (ASCA) – Create a report providing the software and firmware versions installed on all Communication Manager upgradeable devices as well as the latest versions available for those same devices.

Parts Replacement – Parts can be ordered via a web request when coverage includes Parts.

Service Request creation – Create a web request for support and receive enhanced response.

C. Minor Software and Firmware Updates and Service Packs

The End Customer has access to Product Correction Updates (“Update”) issued by Avaya. An Update can be a Product Correction Notice (PCN), minor software or firmware update or service pack. Avaya will notify the End Customer via <http://support.avaya.com> of any Avaya-recommended Updates.



Updates will be issued as End Customer, remote or technician installable and with a classification of 1, 2, or 3 (defined in Appendix A) depending on the product, level of severity and complexity.

	Class 1	Class 2	Class 3
End Customer installable Update	End Customer installs	End Customer installs	End Customer installs
Remote installable Update	Avaya installs	Avaya installs	End Customer installs
Technician installable Update	End Customer or Avaya installs during coverage hours when Support Advantage Onsite Support is purchased	End Customer or Avaya installs during coverage hours when Support Advantage Onsite Support is purchased	End Customer or Avaya installs during Standard Business Hours when Support Advantage Onsite Support is purchased

- The End Customer must register for Avaya E-Notifications in order to receive Updates.
- The End Customer may contact Avaya at no additional charge with general questions about End Customer installable Updates.
- At the End Customer's request, Avaya will remotely perform the installation of an End Customer installable Update, subject to the End Customer's express approval of time and material charges using Avaya's then current Maintenance Per Incident rates. Maintenance Per Incident charges also apply to any End Customer installable Update required to complete an open Avaya service request.
- Certain Avaya remote installable Updates may require the insertion of End Customer provided media in a local drive at the End Customer's location, and that activity will be the End Customer's responsibility.
- System backups are the End Customer's responsibility and Avaya's installation of an Update does not include any system backup.
- In most circumstances, updating to the latest Minor Release and/or Update version of a product will be required before application of any additional Updates to address a problem.
- Support does not include software or hardware upgrades. If the Update requires a software or hardware upgrade, Avaya will provide the Customer with a separate cost estimate prior to performing any such upgrade.

D. Maintenance Software Permissions (MSPs) and DADMIN Logins

Maintenance Software Permissions (MSPs) and DADMIN logins are applicable only to all Avaya Aura® Communication Manager (CM) Releases, including earlier versions such as DEFINITY®, G3V4 – R7 and G3V3.

MSPs provide the technological ability to execute certain on demand maintenance commands to a customer that is logged into an Avaya PBX system using a username and password reserved for customers (called a "Customer Login"). In this way, MSPs provide support services capabilities used to respond to some alarms and to aid in identifying and resolving problems with a system.

Customers may have access to MSPs, at no charge. One way to request MSPs is through Avaya's MSP Activation page (<https://support.avaya.com/MSPActivation>).

For all Avaya PBXs sold before May 2008, including CM 4 and earlier releases, both the customer that purchased the PBX and any agent acting on its behalf – including an unauthorized maintenance provider ("UMP") or independent service provider ("ISP") – may use MSPs at no charge.



Customers that purchased Avaya PBXs since May 2008, including CM 5.0 and later releases, also have access to MSPs at no charge, but such customers might breach their contracts with Avaya by allowing an UMP or ISP (or any other agent that is not authorized by Avaya) to use the on demand maintenance commands enabled by MSPs.

The DADMIN login was developed for and is licensed only to Avaya's authorized channel partners, subject to customer approval and Avaya authorization. The DADMIN login provides the partner with support services capabilities. DADMIN logins may be used only by authorized partners in accordance with the applicable Avaya license terms. DADMIN logins are not transferable or assignable, and they are not to be provided to customers or any unauthorized third parties.

Three other levels of Avaya Logins also exist – CRAFT, INADS and INIT – but these logins are reserved for the exclusive use of Avaya associates. UMPs do not have a license or permission from Avaya to use CRAFT, INADS, INIT or DADMIN logins.

For additional information about MSPs or DADMIN logins, please refer to Avaya's Intellectual Property Policy for Customers and Partners.

E. Support Limitations for Essential Support

- For Supported Products that are not configured in accordance with Avaya documentation, including published guidelines for technical compatibility and connectivity to non-Avaya products, Avaya has the right to restrict its diagnostic and/or corrective procedures to those problems that originate entirely within such Supported Products and do not arise out of, or in connection with, non-documented configurations and/or the Supported Products' interoperation with any other products.
- Support is limited to unaltered versions of the Supported Products and to problems that are reproducible in that version of the Supported Product when operating in a standard operating environment ("Standard Operating Environment").
 - A Standard Operating Environment is one where the covered applications, databases and operating systems have been tested, certified, and documented by Avaya.
 - If the Supported Product is not being run in a Standard Operating Environment, then Avaya may be delayed in starting work on the service request and additional charges may apply.
 - In the event that support is requested for a Supported Product that is not being run in a Standard Operating Environment and Avaya requests that it be put in a Standard Operating Environment in order to reproduce and diagnose the problem, Avaya will not be responsible for the delays caused by such reconfiguration and the End Customer may be responsible for performing such reconfiguration.
 - Any product under an active Support Advantage Support Contract which is deinstalled, moved or altered is not considered in a Standard Operating Environment and will have to be installed, tested and certified to Avaya policy to be considered covered.
- In the event that no trouble is found after putting the altered Supported Product into a Standard Operating Environment, the End Customer may be charged time and material charges using Avaya's then current Maintenance Per Incident rates for Avaya's efforts to troubleshoot the problem.
- Corrections to certain problems may only be available through a more current release of software or through a documentation update.
- Trouble isolation and fault management associated with the installation of Updates will be limited to correcting faults for a Standard Operating Environment.
- Support does not cover customized system features or reports created by the End Customer, Avaya Professional Services or other third parties. Any bug fixing or system re-configuration(s) that Avaya must perform to clear a trouble resulting from the End Customer's configuration changes are not included in the scope of this Service Description. If Avaya determines that a problem is due to the End Customer's or a third party's application, or configuration changes, or Unauthorized Avaya Product then resolution and diagnostic fees may be charged at Avaya's then current Maintenance Per Incident rates.
- Avaya will not be held responsible for any loss due to the use of its products in a nonstandard operating environment.



F. Products Excluded from the Essential Support Coverage Option

Some Supported Products have not been designated by Avaya as eligible for Essential Support. These products require Preferred Support. Avaya reserves the right to add or remove eligible Supported Products at its sole discretion.

Currently, products which are not eligible for Essential Support are:

- a. All Major Releases of products launching on or after August 10, 2015
- b. Communications as a Service (CaaS) solutions, such as UCaaS (Unified Communications as a Service) and CCaaS (Contact Center as a Service)
- c. Fabric Networking solutions
- d. Products licensed as a Subscription

4. Preferred Support Coverage

If the End Customer purchases Preferred Support, coverage includes all of the services included in Essential Support in addition to the Preferred Support services described in this section.

For all new major software releases that become Generally Available beginning with Aura R8, Preferred Support includes the Upgrade Advantage entitlements (see Section 5). For all major software releases that were Generally Available prior to Aura R8, Upgrade Advantage is a separately orderable offer.

Preferred Support coverage provides proactive remote support for all eligible Supported Products that offer this capability.

A. Proactive Remote Software and Hardware Support

For all Supported Products under Preferred Support, Avaya will use commercially reasonable efforts to commence support on an End Customer request for remote support submitted to an Avaya Service Center via telephone or website according to the following Service Level Objective table.

	Outage*	Severe Business Impact*	Business Impact & Non-Service Impact*
Requests submitted via website	Within fifteen (15) minutes	Within fifteen (15) minutes	Within Standard Business Hours
Requests submitted via telephone	Within one (1) hour	Within two (2) hours	Next Business Day

* Severity levels are defined in Appendix A

- Avaya will provide 24x7 around-the-clock monitoring by Avaya EXPERT SystemsSM Diagnostic Tools where applicable, to respond to system-generated alarms on Supported Products.
 - EXPERT SystemsSM will diagnose and attempt to resolve system-generated alarms.
 - Minor Alarms not programmatically resolved, but which have a known solution, may result in identified solution being sent to the End Customer
 - All other unresolvable alarms without a known solution will be routed to an Avaya Engineer for troubleshooting and diagnostics.
- In the event of unresolved major alarms (assigned as a Severe Business Impact Service Request) detected and referred by EXPERT SystemsSM, Avaya will use commercially reasonable efforts to commence support within two (2) hours.
- Unresolved minor alarms (assigned as a Business Impact Service Request) detected and referred by EXPERT SystemsSM will be worked during Standard Business Hours.
- The End Customer may register to receive Avaya case status alerts for resolved and unresolved alarms.
- The End Customer may use the Manage Alarms tool to block the creation of product alarm cases for a Sold To location and (optionally) for a specific product that supports this feature.



B. Off-Board Alarm Notification

- On Supported Products that are enabled for EXPERT SystemsSM technology, Avaya will proactively monitor and detect through EXPERT SystemsSM all DS1 and SIP Trunk off-board alarms associated with network facilities and the TCP/IP links associated with Avaya Supported Products that have Avaya/DCIU capabilities.
- Subject to End Customer's registration for Avaya case status alerts, Avaya will send electronic notification of off-board alarms to the End Customer.

C. Secure Access Link (SAL) Policy Manager

- The End Customer is entitled to install a SAL Policy Manager that works with the SAL Gateway and may be used to determine and authorize when and how Avaya will remotely access all Supported Products in the End Customer's network.
- The SAL Policy Manager provides the End Customer with a centralized application for the definition, administration, and inclusion of all secure remote access policies that will govern the remote access sessions initiated by Avaya engineers and automated tools through the SAL Gateway.
- The End Customer-defined policies are automatically downloaded by the SAL Gateways.
- The SAL Gateways receive and forward alarms and poll Supported Products for remote access connection requests.
- SAL may also be used by Avaya for diagnostic troubleshooting and determining if a product is working in accordance with Avaya's standards, including counterfeit and gray market diversion policies. This may include monitoring system identification items such as serial number, MAC address, system location or other data for the purpose of determining whether authentic, approved, and maintenance-eligible products have been connected to the End Customer's network.
- The End Customer may access and download the SAL Policy Manager software and installation guide at <https://plds.avaya.com>. Select Downloads and search for "Secure Access Link". SAL Policy Manager and other Support Tools are subject to license terms.

D. SLA MonTM Server

As an entitlement of Preferred support, only on the Avaya Aura CM application, the Customer has access to the SLA MonTM Server on a licensed basis.

- Software that provides diagnostic capabilities for IP telephony troubleshooting and network monitoring.
- The SLA MonTM Server reduces onsite dispatches and End Customer engagement requirements by giving Avaya and Partner support engineers the ability to emulate sitting next to the End Customer in order to better understand the problem, avoid false troubleshooting leads, and reproduce the issue down to the individual steps described.
- All Avaya customers can download, license, and install the server software at no charge for 30 days. A license may be requested and will be granted for any customer with SA Preferred entitlement on their Avaya Aura CM application.
- The End Customer may access and download the software and installation guide at <http://support.avaya.com/ads>.

E. Multi-Vendor Collaborative Support

As an entitlement of Support Advantage Preferred Support Avaya will jointly collaborate and perform trouble investigation with participating TSANet vendors to diagnose interoperability issues with the vendor's product.

- Avaya Support Engineers will work incoming requests from TSANet members on behalf of qualified Avaya customers up until the point the issue is identified to be Avaya or TSANet Vendor, likewise Avaya will engage TSANet Vendors on customer's behalf if requested.
- If it is an Avaya issue, Avaya Support works to resolution based on the entitlements of Support Advantage Preferred entitlement. If the TSANet Vendor takes ownership, Avaya closes the service request with customer concurrence.



5. Upgrade Advantage

Upgrade Advantage is available when Support Advantage Essential or Preferred Support coverage is in effect.

Upgrade Advantage is priced and billed separately from Support Advantage with these exceptions:

- a. All new major software releases that become Generally Available beginning with Aura R8, wherein Upgrade Advantage is included in the Support Advantage offer;
 - b. Communications as a Service (CaaS) solutions, such as UCaaS (Unified Communications as a Service) and CCaaS (Contact Center as a Service), wherein Support Advantage, Upgrade Advantage, and the license are included in a single price;
 - c. Products licensed as a Subscription, wherein Support Advantage, Upgrade Advantage, and the license are included in a single price.
- When the End Customer purchases Upgrade Advantage, it enables them to upgrade their Avaya provided software user/session licenses to the latest Major Release, if and when available. Upgrade Advantage covers the application software user/session licenses but does not cover any infrastructure or operating environment software that may be necessary.
 - Upgrade Advantage is only available on Avaya's then most current Major Release, and is not available on prior Major Releases. End Customers recasting from a Software Support + Upgrade to a Support Advantage agreement that did not upgrade during the agreement term are eligible for Upgrade Advantage. End Customers may also retain their Upgrade Advantage coverage, at then current terms and conditions, when renewing a current Support Advantage + Upgrade Advantage agreement.
 - As a part of Upgrade Advantage, the End Customer may register at <http://support.avaya.com> to receive notices when new Major Releases of Avaya-provided software become commercially available.
 - During the term of the Upgrade Advantage support contract, the End Customer:
 - Must maintain active Essential or Preferred Support coverage, as applicable based on product release.
 - Will have access to the features and functions of each new Major Release at no additional charge beyond the Upgrade Advantage support contract fee.
 - Will receive instructions on how to download each new Major Release, where applicable.
 - All associated upgrades of Major Releases must be scheduled and implemented during the coverage term of the Upgrade Advantage support contract.
 - Avaya will not require the End Customer to upgrade their software unless Avaya has advised the End Customer that corrections to certain problems may only be available through a more current release of software.
 - Billing for the Upgrade Advantage option will occur even if the End Customer fails to exercise its right to upgrade before the end of the Upgrade Advantage coverage term.

A. Products Requiring Upgrade Advantage Attach

Upgrade Advantage is required to be purchased on all Major Releases of products launching on or after August 10, 2015, when Upgrade Advantage is available.

Upgrade Advantage is required to be purchased on the following products regardless of Major Release date:

- Applications supporting the Fabric Networking solutions. Upgrade Advantage is not required, nor applicable, to any hardware within the Fabric Networking solution, as the operating system is an inherent part of the solution.
- Customer Service Editions (CSE).
- Workforce Optimization (WFO).

Upgrade Advantage is included in:



- Communications as a Service (CaaS) solutions, such as UCaaS (Unified Communications as a Service), CCaaS (Contact Center as a Service), xCaas (Unified Communications, Contact Center and Video as a Service) and the new Avaya Enterprise Cloud; xCaas offerings ;
- SA Preferred for all major releases that become Generally Available beginning with Aura R8.

Upgrade Advantage must be renewed when Support Advantage support is renewed, and it may not be renewed at any other time.

When a Support Advantage support is terminated or expires and is not renewed, Upgrade Advantage is terminated or expires at the same time. It is not possible to terminate Upgrade Advantage on active Support Advantage support.

B. Exclusions from Upgrade Advantage

The Upgrade Advantage option only applies when upgrading a covered software product from one Major Release to a subsequent Major Release. It does not include:

- Design support, installation, professional services or other service charges.
- Any provisioning of the software.
- Any and all equipment costs.
- Upgrading of components located in an End Customer “crash kit” or maintenance spared equipment.
- Hardware changes required to comply with minimum vintage requirements.
- Project Management costs.
- Upgrades to any and all adjunct software applications.
- New feature functionality or capacity requirements associated with additional software licensing.
- Migration of software application to a new or different hardware or software/operating system platform.

6. Exclusions from Essential and Preferred Support

A. Out of Scope Services Supported With Maintenance Per Incident Time and Material (T/M)

Avaya provides “Maintenance Per Incident T/M” support for out of scope maintenance related activities not included in an Avaya Maintenance Contract. Support is only available to Avaya End Customers and Partner End Customers who have support coverage on the product requiring support. Services provided not directly attributable to a fault in Supported Products that end up being a result of an out of scope activity defined below are billable per the current hourly rate structure. Billable time starts from the time the customer calls or a web ticket is picked up, to the time the case is closed, for support provided for items that would fall outside of what maintenance or warranty would entitle.

Examples of support that would fall outside of maintenance coverage that would be provided under Maintenance Per Incident Time and Material (T/M) would be as follows:

- Programming, administration or configuration changes
- Third party integration or applications
- Acts of nature
- Customer network outages and/or service providers issues
- Avaya installation of customer or partner installable patches
- Support that ends up being related to a product not under warranty or maintenance coverage
- Parts or onsite support for Remote Only or Remote + Parts contracts
- Products that are improperly certified by a party other than Avaya

B. Additional Exclusions

The following exclusions apply to Essential and Preferred Support coverage:



- Any customized system features, configuration changes, or reports.
- The capture of off-board alarms for trunk interfaces (Excluded from Essential Support, but not excluded from Preferred Support).
- Interfacing directly with the End Customer's network carrier or service provider.
- Support for the Secure Access Link (SAL) Policy Server software beyond general usability questions.
- Implementation, installation, and customization services that may be required and that may be provided by Avaya at an additional cost.
- The provision or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to the Supported Products.
- Customization of, or labor to install, a software application on the hardware.
- Media or hardware replacement for damages or malfunctions caused by: (1) actions of non-Avaya personnel or the attachment of products not supported by Avaya; (2) failure to follow manufacturer's installation, operation, or maintenance instructions; (3) failure of products not serviced under this Service Description; (4) abuse, misuse, or negligent acts of non-Avaya personnel; (5) repair to products if the End Customer or the End Customer-authorized party modified the product in any manner, shall not be covered.
- Services and all troubleshooting support not directly attributable to a fault in Supported Products (including faults in the End Customer's own network or the public network).
- Services that cannot be provided due to the End Customer's failure to fulfill the End Customer responsibilities detailed in the Responsibility Matrix section of this Service Description.
- Your Avaya Support Services Agreement does not cover troubleshooting or resolution of any issues caused by your use of root access to Avaya software or by any third party software use by you. Any requested Avaya support to return the communication systems to proper operating condition shall be charged at Avaya's commercial time-and-material rates. Any detrimental impacts due to the use of root access shall not be grounds for imposing a contractual penalty upon Avaya, and you may not pursue any claim against Avaya arising out of or relating to your use of root access. Avaya's support services obligations may be further limited by the Support Limitations and Exclusions described in the Service Agreement Supplement.
- Distribution of patches and specific versions of legacy products with the embedded software that is no longer being used by Avaya. The list of affected products is located at <https://downloads.avaya.com/css/P8/documents/101029433>

7. Responsibility Matrix

A. Implementation

Unless Avaya installs the Supported Products through Avaya Professional Services, the End Customer will be responsible for the following actions:

Responsibility	End Customer	Avaya
Ensure the power and grounding of Avaya products meet the product specifications	X	
Provide the proper environment for the Supported Products, including electrical and telecommunications connections as specified by Avaya.	X	
Follow all of the Avaya installation, operation, and maintenance instructions.	X	
Ensure registration of Avaya Supported Products is completed as defined by Avaya's most recent registration process and accurately maintained after system changes.	X	
Provide Avaya with remote system access via an Avaya-approved	X	



connectivity method as provided in this Service Description.		
Use the "Avaya Products Security Handbook" available at http://support.avaya.com along with the individual product documentation to secure remote access capabilities.	X	
Install, maintain and manage the Secure Access Policy Server including administration of access policies if the End Customer opts to use Secure Access Policy Server (Preferred Support only).	X	

B. Post-Implementation Support

Service requests from non-accredited personnel may result in delayed support and will be billed time and material charges using Avaya's then current Maintenance Per Incident Rates.

Responsibility	End Customer	Avaya
Define internal procedures to maintain control of the original software media including creation of backup copies.	X	
Maintain a procedure external to the software program(s) and host computer for backup and reconstruction of lost or altered files, data or program to the extent the End Customer deems necessary.	X	
Notify Avaya of any moves of Supported Products covered by this Service Description.	X	
Access and use web-based services available at http://support.avaya.com prior to submitting a service request to Avaya	X	
Utilize Support Web site tools such as Create Service Request, Check Case Status, Request Parts Replacement, Administer End Customer Site Contacts, Download Software, and Check upgrade Entitlements	X	
Contact Avaya for entitled support.	X	
Monitor alarms generated by Supported Products and carry out instructions available at http://support.avaya.com to resolve those alarms (Essential Support only). If the Partner requests support from Avaya but has made no attempt to resolve the alarm or if another fault has resulted from an unresolved alarm, the Partner may be charged time and material charges using Avaya's then current Maintenance per Incident rates.	X	
Ensure the network path allows Avaya alarms to be sent from Avaya Products to Avaya via modem or Secure Access Link	X	
Authorize Avaya to utilize the End Customer's global network to deliver alarms to the Avaya Service Center, if necessary (Preferred Support only).	X	
Provide the Avaya Service Center with the following information when reporting a trouble: Avaya-provided End Customer Sold To Number, End Customer contact information, Description and urgency of the problem, as well as system passwords and equipment access control features required for Avaya to provide	X	



remote support.		
Upon receipt of an Avaya service request, perform troubleshooting and diagnostics via remote connection to isolate software and hardware-related problems and determine whether a Supported Product is working in accordance with Avaya's standard and published documentation, including all associated application and configuration notes.		X
Unless onsite coverage by Avaya was purchased: Onsite troubleshooting as required.	X	
Upon receipt of an Avaya service request, isolation and resolution of all reproducible problems or anomalies resulting when Avaya installation or configuration instructions were used, as long as the configuration errors are specific to unaltered Avaya software product.		X
Upon receipt of an Avaya service request, identification and resolution of any inconsistencies or errors in Avaya product documentation.		X
Request advance replacement of parts only for the eligible Supported Products.	X	
Unless onsite parts replacement coverage by Avaya was purchased: Replace defective part. Return faulty parts to Avaya according to the guidelines in the Parts Coverage section of this Service Description.	X	
For onsite parts replacement coverage, provide Avaya with onsite access to the Supported Products during Coverage Hours. 'Access' includes physical access as well as network access to Supported Products. Additional charges may apply if an Avaya field technician is scheduled to service equipment and the technician must wait after arriving onsite for equipment to become available for servicing.	X	
Schedule availability of authorized staff that will have the authority to make decisions on End Customer's behalf concerning the maintenance and service support of systems. The authorized staff is responsible to: <ul style="list-style-type: none"> • Approve any associated maintenance per incident charges • Provide and approve all purchase orders for maintenance per incident invoices; • Permit Avaya to conduct an equipment certification, serviceability, and inventory check if required by Avaya prior to service assumption. 	X	
Determine and schedule Major Release Upgrades including authorizing End Customer contacts eligible to download the software (Upgrade Advantage only).	X	
Maintain the system at a current support release (N). Or one Major Release prior (N -1).	X	
Maintain Avaya products at the most current Service Pack ("SP") and Firmware ("FW") update level	X	
Ensure registration of Avaya Supported Products is updated as defined by Avaya's most recent registration process, including the removal of deactivated equipment. This includes removing the	X	



programming for any inactive or moved equipment administered in the customer's Communication Manager.		
Notify Avaya of any software/hardware upgrades, updates to, or additions of any new software and/or applications to the existing systems, if such upgrades and software/applications were purchased from a vendor other than Avaya.	X	
Perform network audits on their network to ensure it is within Quality of Service specifications (e.g. packet loss, jitter, packet latency, etc.) to maintain voice and data services, especially after making any changes to their network.	X	
Advise Avaya of all changes that affect the End Customer's network configurations and operations of Supported Products which may include IP addresses, subnet assignments, topology, server configuration or changes to firewalls that impact Avaya's ability to monitor or remotely access the Supported Products.	X	
Register for case status alerts to receive notification of unresolved EXPERT Systems SM alarms and off-board alarms (Preferred Support only).	X	
As of May 1, 2018, Avaya will no longer have available for download specific versions of legacy products with the embedded software that is no longer being used by Avaya. Before May 1, 2018, Customers with affected products in Production are responsible to download and preserve all software necessary to restore, move, or re-install for any reason their Production systems OR upgrade to a release or product line that is not affected, as recommended by Avaya. The list of affected products is located at https://downloads.avaya.com/css/P8/documents/101029433	X	

For Support Advantage Wholesale, the Partner will be responsible for ensuring that the End Customer responsibilities are performed under this document, and securing (either directly or through resellers, as applicable) all necessary approvals, consents and performance from the End Customer

For Support Advantage Retail:

- The Partner will be responsible for –
 - Obtaining the purchase order (PO) from End Customers who require a PO to process an invoice payment, and ensuring its submission to Avaya before the due date of scheduled mid-term payments with multi-year support contracts.
- In addition the Partner will work on an ongoing basis with the End User Customer to:
 - Complete registration of Avaya Supported Products as defined by Avaya's most recent registration process and accurately maintained after system changes.
 - Provide guidance on Avaya product roadmap encouraging the Customer maintains their system at a current support release (N), or one Major Release prior (N -1).
 - Provide Avaya with remote system access via an Avaya-approved connectivity method as provided in this Service Description.



8. General

A. Billing and Contract Start Date

Support will commence and be chargeable as follows:

- If Avaya sells and installs the Supported Products, support will commence on the date Avaya notifies the End Customer that the Supported Products are installed according to specifications.
- If Avaya sells the Supported Products directly, but does not install the Supported Products, support will commence on the earlier of the date when software (i) features are enabled, (ii) is downloaded to the target processor or (iii) is physically delivered to the Customer premises.
- If the Supported Products are purchased through an Avaya Partner (including Support Advantage Retail), regardless of what company installs the supported products, Support and billing will commence in accordance with the below schedule:

Order Type	Commence Support and Billing on the First Day of Month
New Supported Products	Second Month*
Upgrades of existing products already under SA support coverage, including licenses	Second Month*
Increases in the quantity of existing products already under SA support coverage	First Month*
Same order for increases in the quantity of existing products already under SA support coverage contains new Supported Products or an upgrade	Second Month*
Same order for increases in the quantity of existing products already under SA support coverage and new Supported Products or an upgrade, also contains increases in the quantity of existing Third Party Products already under SA support coverage	First Month*

* Month following the date that the order for the Supported Products is accepted by Avaya in its order processing system

Note –

- For Third Party Products support commencement may vary from the above dates.
- If an earlier commencement from the above dates is being requested, then this must apply to all line items in the order.

B. True Up

Avaya may perform true ups to determine if additional Software Licenses have been added to Supported Products and bill for the additional licenses.

For CaaS solutions, Avaya will utilize the CaaS solution capabilities (ex. Avaya Contact Center Control Manager (ACCCM)) to perform monthly peak usage true ups (one month in arrears) to identify Software Licenses in use. This information will be used for monthly Avaya invoicing. Minimal invoicing thresholds apply per the CaaS offers.

Reductions in support fees are not permitted except at renewal.



C. Renewal of Coverage

Support Advantage and Upgrade Advantage coverage for Supported Products will automatically renew at the end of the initial term of coverage and any renewal term under Avaya's then current Service Description applicable to Supported Products, unless either party provides written notice of its intent not to renew such coverage at least 30 days prior to the renewal date. If the Customer is an Avaya authorized reseller or Distributor, renewals will not be automatic unless auto-renewal is available from Avaya. Auto-renewal for authorized resellers and distributors is not available in all regions. Where auto-renewal is available, Support Advantage and Upgrade Advantage 1-year, 3-year, and 5-year support agreements will renew at then-current rates and for a similar term length as the expiring agreement, except when shorter renewal terms are required by local country laws or regulations.

D. Re-initiation of Lapsed Coverage

A re-initiation fee will apply to reinstate support and Subscription Licensing when coverage has lapsed. The applicable re-initiation fee will be invoiced and payable with the first billing of the new coverage. For details on the fees, refer to the [Support Re-initiation Policy](#).

Note:

1. The re-initiation fee is subject to change at any time.
2. Re-initiation fees are not discountable.
3. Time and Materials (T&M) support is not available if a support contract has lapsed.
4. Support and upgrade entitlements are not available the day after the expiration date of the support contract.

E. Certification

Supported Products that are newly purchased, used or have not been continuously covered by Avaya support are all eligible for coverage; however, certification of the Supported Products may be required. Certification ensures that Supported Products are properly installed and in good working order.

Certification of Supported Products may be required when:

1. Supported Products classified by Avaya as "not customer-installable" were installed by a party other than Avaya, an authorized Partner or a manufacturer or manufacturer-authorized service provider (for non-Avaya products).
2. Avaya support coverage on Supported Products has lapsed for more than ninety (90) days or was never initiated.

Certification is not included in this Service Description and will be charged at Avaya's then current Maintenance Per Incident rates if Supported Products are not added under Support Advantage coverage within 45 days of certification completion. Avaya does not guarantee Supported Products subject to certification will be certified. If Supported Products are found to be ineligible for certification, the Customer is responsible for corrections required to make Supported Products eligible. A list of Support Advantage Supported Products is located at http://support.avaya.com/support_advantage.

F. Coverage Required for Software on a Single Application or Application Bundle

All licenses for a single application on a single server must have the same level of coverage (i.e., Essential Support or Preferred Support). If the End Customer is found to have varying levels of coverage on the licenses for a single application or for a single server, licenses covered at a lower level of coverage will be brought up to the higher level of coverage and Avaya shall bill the End Customer for the incremental charge, calculated to be coterminous with existing coverage.

G. Coverage Required for Avaya Integrated Solutions

All Avaya solutions that are integrated with other Avaya solutions (e.g., Communication Manager integrated with Avaya Call Center) can be covered by different levels of Support Advantage coverage but must have the same delivery option (either all Avaya Delivery or all Co-Delivery). All integrated solutions must be covered by at least Essential Support. If the End Customer is found to have fragmented coverage whereby one application is not covered by at least Essential support, the End Customer will be notified of the coverage requirements. In the event that coverage is not initiated on the



uncovered solution(s) within ninety (90) days of such notification, support on the covered solution will be treated as though canceled by the End Customer as per the "Termination of Support" provisions set forth below and the cancellation fees set forth below will apply. A list of integrated solutions is located at http://support.avaya.com/support_advantage.

In the scenario where the end Customer has both perpetual and subscription licenses in the integrated Avaya solutions and some of the perpetual licenses are not covered with the appropriate service support, then this lack of adequate coverage must be corrected when the contract is renewed.

H. Coverage Required for Avaya Independent Products or Applications at Same Site

All Avaya Supported Products at a single location that are not integrated with each other can be covered by different levels of Support Advantage coverage (e.g., Communications Manager with Essential Support and Modular Messaging with Preferred Support) and with different delivery options. However fragmentation across contract selling models (Direct and Retail vs Wholesale vs Co-delivery) for a Customer is strongly discouraged and must be in compliance with the Like for Like Policy and Sales Engagement Principles. Where customer locations are covered by a mixture of both Wholesale and Co-delivery the Channel Partner is required to take first call on all service requests.

I. Coverage on Lifetime Warranty Products

When Support Advantage is purchased on a product which already includes a lifetime warranty, the terms of this service agreement supersede the warranty terms during the duration of the support agreement. Upon expiration of the support agreement, the terms of the lifetime warranty will govern. It is recommended that End Customers choose to cover their whole network with Support Advantage for fabric allowing them seamless access to tech support and choice of parts and onsite options.

J. Dedicated Access

As an entitlement to the End Customer's product purchase, Avaya will provide the Secure Access Link (SAL) Gateway in order to provide remote, secure access to the End Customer's systems for support. The Customer should have the SAL Gateway installed no later than the delivery date of the Avaya-installed systems/devices or prior to the commencement of support in all other situations, so that Avaya can perform the services as described. The IP address must be provided to Avaya as soon as it is available. The Policy set by the End Customer must allow outbound connection from the End Customer's location back to the Avaya Service Center in order for Avaya to provide remote support on a 24x7 basis or there may be degradation to the service and support the End Customer receives from Avaya. The Avaya support obligations under this document are contingent on the provision of remote access.

If an Avaya-approved standard remote connectivity method is not approved and implemented by the End Customer, Avaya is excused from any liability and contractual performance standards when using non-standard connectivity methods. If using non-standard connectivity methods, Avaya may not be able to provide support and Avaya may charge time and material charges using Avaya's then current Per Incident Maintenance rates to cover any additional costs to Avaya in providing support to the End Customer when such costs are caused by the End Customer's use of non-standard connectivity methods or its failure to complete the Avaya product registration process.

K. Termination of Support

The End Customer may terminate Services at any time during the current term upon at least 30 days written notice and shall be subject to payment of: (i) Support Advantage charges up to and including the date of termination, and (ii) cancellation fees.

Cancellation fees shall be equal to the Support Advantage charges that would otherwise be payable for the affected Support Advantage coverage for the remainder of the year of the Term in effect as of the effective date of the termination. The parties agree that the cancellation fees are liquidated damages comprising a reasonable estimate of Avaya's damages in the event of the Partner's early termination and are not a penalty. Unless already paid, the cancellation fees shall be immediately due and payable upon cancellation.

Cancellation fees will be calculated as follows for a 1 year agreement:



- Cancel in Year 1: Full amount of 1st year annual fees to be paid in full

Cancellation fees will be calculated as follows for a 3 year agreement:

- Cancel in Year 1: Full amount of 1st annual fees to be paid in full
- Cancel in Year 2: Full amount of 1st, 2nd year annual fees to be paid in full
- Cancel in Year 3: Full amount of 1st, 2nd and 3rd year annual fees to be paid in full.

Cancellation fees will be calculated as follows for a 5 year agreement:

- Cancel in Year 1: Full amount of 1st year fees to be paid in full
- Cancel in Year 2: Full amount of 1st and 2nd year annual fees to be paid in full
- Cancel in Year 3: Full amount of 1st, 2nd and 3rd year annual fees to be paid in full.
- Cancel in Year 4: Full amount of 1st, 2nd, 3rd and 4th year annual fees to be paid in full
- Cancel in Year 5: Full amount of 1st, 2nd, 3rd, 4th and 5th year annual fees to be paid in full

Support Advantage charges include amounts payable for Upgrade Advantage for the purpose of calculating cancellation fees.

All refunds for prepayments on contracts that are terminated other than due to Avaya's breach will be provided as a credit.

Avaya virtual application upgrades and/or migrations may require less hardware. As a result, Avaya monthly maintenance costs could be lower or hardware maintenance may not be required at a previously covered site. In these instances termination fees will not be applied, provided the same or better Avaya application support coverage level is maintained and any hardware required to implement the virtualized solution is purchased through the Avaya channel (i.e., direct or indirect), if such hardware is available via the Avaya channel.

L. Extended Services Support

Periodically, Avaya or a third party manufacturer may declare "end of life," "end of service," "end of support," "manufacture discontinued" or similar designation ("End of Support") for certain Supported Products. When this designation occurs, the subsequent support period is referred to as "Extended Services Support". Refer Avaya Product Lifecycle Policy for further details:

<http://support.avaya.com/css/P8/documents/100081098>

The End Customer may access Avaya's user support website (<http://support.avaya.com>, or such successor site as designated by Avaya) for End of Support notifications, and to register an e-mail address to receive e-mail notifications of the same, when published by Avaya. For Products subject to End of Support, Avaya will continue to provide the support described in this Service Description, except for the End of Support exceptions listed herein

Avaya will make commercially reasonable efforts to provide the same level of support described in this document, with the following exceptions:

- Product Engineering support and new maintenance updates, such as Product Correction Notices (PCNs), "bug fixes" and interoperability/usability solutions, are no longer provided.
- Certain faults or functionality issues may not be resolvable or reproducible without upgrading the system to a version currently supported by the manufacturer. The Customer will be responsible for the costs associated with any upgrades.
- Access to and availability of support expertise on some Products may decline over time
- The Customer may experience delays in response or repair intervals.
- Avaya will endeavor to reserve its spare parts inventory to support Extended Services Support customers. However, since replacement parts may no longer be manufactured, some Products may become increasingly scarce over time. This scarcity may affect response and repair times, and certain Products may require replacement with more current substitute Products, whether new or refurbished.
- It may be necessary to purchase an upgrade to resolve a trouble if replacement parts or substitute Products are not available, or if the substitute Product is incompatible with a customer's current Product. The risk of this situation will depend on the Product's type and age.



Avaya will endeavor to highlight upcoming shortages via ongoing “Services Support Notices” posted at support.avaya.com.

- The extended services support period may vary based on product availability, demand and other business factors, at Avaya’s discretion.

Extended Services Support is provided only to the Avaya End Customer purchasing support services (i.e., Support Advantage) for the affected Supported Products.

A list of products that are currently supported is available from Avaya at http://support.avaya.com/Support_Advantage.

Appendix A: Definitions

Business Severity Categories:

Outage Service Request: A real-time service or product outage in a production system that could require drastic measures to restore (such as a system restart), severely downgrades service capacity, or results in a loss of service for a significant number of end users. This situation severely impacts productivity or creates a significant financial impact or presents a risk for loss of human life. NOTE: requires customer to commit to 24x7 dedicated resource until restoration/workaround..

Severe Business Impact Service Request: Severe degradation of production system or service performance for which there is no active workaround and problem severely impacts service quality or the control or the operational effectiveness of the product affects a significant number of users and creates significant productivity or financial impact. This situation materially obstructs the firm’s ability to deliver goods or services Also includes automated product alarms which meet the Severe Business Impact criteria as noted above. NOTE: requires customer to commit to a 24x7 resource (if so entitled, or 8x5 if not) until restoration/workaround.

Business Impact Service Request: Significant degradation to the system’s operation, maintenance or administration: requires attention needed to mitigate a material or potential effect on system performance, the end-customers or on the business. Also includes automated product alarms which meet the Business Impact criteria as noted above.

Non-Service Impact Service Request: A question or problem that does not immediately impair the functioning of the product or system and which does not materially affect service to end-customers. If related to a problem, the problem has a tolerable workaround. Includes consultation, records corrections and administrative issues.

Class 1 Product Correction Notice: A major system failure due to product non-conformance with high probability of potential loss of system use or functionality and/or loss of customer information.

Class 2 Product Correction Notice: A moderate system failure with moderate probability of loss of system use or functionality and/or loss of customer information.

Class 3 Product Correction Notice: A minor system failure with low probability of potential loss of system use or functionality and/or loss of customer information.

Commercial Agreement: Means, as the context requires, a direct Customer Agreement, a Reseller Agreement, a Value Added Reseller Agreement, a Distributor Agreement, a Service Provider or Systems Integrator Agreement.

End Customer: Means the end customer purchasing support service directly from the Partner (or the Partner purchasing service for its own internal use) for the Supported Products.



Feature Pack: A downloadable, quick and easy to install, software deliverable containing one or more features that may be enabled individually and/or optionally licensed. May also contain maintenance correction. Feature Packs are typically designated as a change in the digit to the right of the second decimal point (e.g., n.y.[z]).

Maintenance Per Incident: Time and material (T&M) support available for out-of-scope or break-fix related activity not included in this Service Description. Support may be remote and/or onsite based on the product being supported and the time of day.

Major Release: A major change to the software that introduces new optional features and functionality. Major Releases are typically designated as a change in the digit(s) to the left of the first decimal point (e.g., [n].y.z).

Minor Release: A change to the software that introduces a limited amount of new optional features and functionality and/or extension of existing features. Minor Releases are typically designated as a change in the digit to the right of the first decimal point (e.g., n.[y].z).

Order Closure: When an order is booked and closed within Avaya's billing system of record (SAP).

Partner: Means, as the context requires, any of the following: an authorized Avaya reseller, value added reseller, distributor, service provider or systems integrator partner

Perpetual License: One-time fixed quantity license typically billed up front allowing continued use of the software for as long as the customer complies with the license terms in the contract language.

Service Description: The Service Description may also be referred to as a Service Agreement Supplement (SAS), Service Description Document (SDD), Statement of Work (SoW), or Channel Service Agreement.

Software Update: Changes in the software that typically provide maintenance correction only. An update is typically designated as a change in the digit to the right of the second decimal point (e.g., n.y.[z]), representing a re-release of the corrected software version, or an issue(s)-specific correction provided in the form of a patch, super patch, service pack, bug fix, etc.

Standard Business Hours: Monday through Friday (or any other local period of five (5) consecutive working days according to local custom) between the hours of 8:00 a.m. and 5:00 p.m. in the time zone where the Supported Products are located, excluding Avaya observed holidays (a list is available upon request).

Standard Operating Environment: The covered applications, databases and operating systems that have been tested and certified by Avaya.

Subscription Licensing: Means the Software licenses which are subject to a Fixed Term Software Subscription and/or Pay-per-use Software Subscription at any given time.

Subscription License – Fixed Quantity: Fixed Quantity of Software typically billed up front on a recurring basis and used for a specific, limited period of time during which the user is allowed access/right to use of the software.

Subscription License – Pay-Per-Use: Variable Quantity of Software typically billed in arrears on a recurring basis and used for a specific, limited period of time during which the user is allowed access/right to use of the software.

Supported Products: The software and hardware products manufactured by Avaya and included on a service order form. Support for products manufactured by independent third parties (OEM products) may be included as Supported Products under a separate Service Description. These products are often serviced by third parties and the levels of service coverage and response intervals are designated by the third party performing the service. The service levels and response times contained in this document will not apply to these third party products.

Third Party Products: means any products manufactured or developed by a party other than Avaya, and may include without limitation, products ordered by Reseller or End User from third parties pursuant to Avaya's recommendations. However, components of Avaya-branded Products are not Third Party Products if they are both (i) embedded in Products (i.e., not recognizable as stand-alone items); and (ii) are not identified as separate items on Avaya's price list, quotes or Documentation.

Update: A Product Correction Notice (PCN), minor software, firmware update, or service pack.



Unauthorized Avaya Product

Means an Avaya product or component which (i) is acquired by Reseller or any predecessor in title from a source other than Avaya or a Distributor or (ii) is sold by Reseller to unauthorized third parties who are not End Users. Notwithstanding the foregoing, if the Territory is a European Union country, Avaya products or components sold to or acquired from another European Union country authorized Channel Partner shall not be considered Unauthorized Avaya Products.

Upgrade: A Major Release of software.



Virginia Commonwealth University

RFP #140350549AA-2

Avaya Services, Equipment and Maintenance

ConvergeOne Attachments

Attachment G

Avaya End User License Agreement



AVAYA GLOBAL SOFTWARE LICENSE TERMS
REVISED: June 1st, 2020

THESE GLOBAL SOFTWARE LICENSE TERMS (“**SOFTWARE LICENSE TERMS**”) GOVERN THE USE OF PROPRIETARY SOFTWARE AND THIRD-PARTY PROPRIETARY SOFTWARE LICENSED THROUGH AVAYA. READ THESE SOFTWARE LICENSE TERMS CAREFULLY, IN THEIR ENTIRETY, BEFORE INSTALLING, DOWNLOADING OR USING THE SOFTWARE (AS DEFINED IN SECTION A BELOW). BY INSTALLING, DOWNLOADING OR USING THE SOFTWARE, OR AUTHORIZING OTHERS TO DO SO, THE END USER, ON BEHALF OF THEMSELF AND THE ENTITY FOR WHOM THEY ARE DOING SO (HEREINAFTER REFERRED TO AS “**END USER**”), AGREE TO THESE SOFTWARE LICENSE TERMS AND CONDITIONS AND CREATE A BINDING CONTRACT BETWEEN END USER AND AVAYA INC. OR THE APPLICABLE AVAYA AFFILIATE (“**AVAYA**”). IF THE END USER IS ACCEPTING THESE SOFTWARE LICENSE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE END USER REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE SOFTWARE LICENSE TERMS. IF THE END USER DOES NOT HAVE SUCH AUTHORITY OR DOES NOT WISH TO BE BOUND BY THESE SOFTWARE LICENSE TERMS, SELECT THE "DECLINE" BUTTON AT THE END OF THESE SOFTWARE LICENSE TERMS OR THE EQUIVALENT OPTION.

A. Definitions

- (i) “**Affiliate**” means any entity that is directly or indirectly controlling, controlled by, or under common control with Avaya Inc. or End User. For purposes of this definition, “control” means the power to direct the management and policies of such party, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.
- (ii) “**Documentation**” means information published in varying mediums which may include product information, subscription or service descriptions, operating instructions and performance specifications that are generally made available to users of products. Documentation does not include marketing materials.
- (iii) “**Software**” means computer programs in object code, provided by Avaya or an Avaya Channel Partner, whether as stand-alone products or pre-installed on hardware products, and any upgrades, updates, patches, bug fixes, or modified versions thereto.

B. Scope. These Software License Terms are applicable to anyone who installs, downloads, and/or uses Software and/or Documentation, obtained from Avaya or an Avaya reseller, distributor, direct partner, system integrator, service provider or other partner authorized to provide Software to End Users in the applicable territory (collectively “**Avaya Channel Partner**”). Some or all of the Software may be remotely hosted or accessible to End User through the Internet. The End User is not authorized to use the Software if the Software was obtained from anyone other than Avaya or an Avaya Channel Partner. These Software License Terms govern End User’s use of the Software and/ or Documentation except to the extent: (i) End User is obtaining the Software directly from Avaya and the End User has a separate, written agreement with Avaya governing the End User’s use of the Software, signed within three (3) years of the purchase of the applicable Software license, (ii) End User is obtaining the Software from an Avaya Channel Partner and the End User has an agreement with that Avaya Channel Partner but the End User also has a separate, written agreement with Avaya governing the End User’s use of the Software, that was signed within three (3) years of the purchase of the applicable Software license, (iii) the Software is accompanied by a Shrinkwrap License, or (iv) the Software is governed by Third Party Terms. If the End User has a separate signed purchase agreement with Avaya, as set forth in (i) or (ii) above, such agreement shall take precedence over these Software License Terms to the extent of any conflict. With respect to third party elements subject to a Shrinkwrap License or other Third Party Terms, the Shrinkwrap License or other Third Party Terms shall take precedence over any signed agreement with Avaya and these Software License Terms to the extent of any conflict.

C. License Grant. Avaya grants the End User a non-sublicensable, non-exclusive, non-transferable license to use Software and associated Documentation obtained from Avaya or an Avaya Channel Partner, and for which applicable fees have been paid, for End User’s internal business purposes at the indicated capacity and features and within the scope of the applicable license types described below and at locations where the Software is initially installed. Licenses provided under these Software License Terms are for a perpetual duration, unless (i) otherwise specified in the order or (ii) the license is provided as part of a service or subscription, in which case the license grant will be limited to the duration specified on the order or in the service or subscription Documentation. Documentation shall be used only in support of the authorized use of the associated Software. Software installed on mobile-devices and clients, such as a laptop or mobile phone, may be used outside of the country where the Software was originally installed, provided that such use is on a temporary basis only. Software installed on mobile phones or electronic devices from an app store (for example, Google Play or Apple App Store) is subject to the applicable terms presented when the Software is downloaded or installed, rather than these Software License Terms.

- (i) **Right to Move License Entitlements.** Notwithstanding the foregoing limitation permitting use of the Software only at the location where it is initially installed, the End User may move eligible right to use license entitlements (“**RTU**”) for certain specified Software from one location to another in accordance with Avaya’s then-current software license portability policy (“**License Portability Policy**”), which License Portability Policy is available upon request, subject to the conditions set forth in this Section C (i):
 - (a) End User shall provide written notice within ten (10) days to Avaya of any RTU moves including but not limited to, the number and type of licenses moved, the location of the original Server and the location of the new Server, the date of such RTU moves and any other information that Avaya may reasonably request;
 - (b) End User may only move RTU’s to and from Designated Processors or Servers supporting the same Software application;
 - (c) End User must reduce the quantity of the licenses on the original Server by the number of RTU’s being moved to the new Server;
 - (d) End User acknowledges that: (1) the End User may be charged additional fees when moving RTU’s as per Avaya’s then-current License Portability Policy, (2) maintenance services do not cover system errors caused by moves not performed by Avaya, (3) the End User are responsible for any programming, administration, design assurance, translation or other activity to make sure the Software will scale and perform as specified as a result of any license moves, and if any such transfer results in a requirement for Avaya system engineering or requires the use of on-site Avaya personnel, the End User will be charged the Time and Materials fees for such activity;
 - (e) If the End User’s maintenance coverage differs on licenses on the same product instance at the location of the new Server, service updates, recasts and/or fees may apply and any fee adjustments for differences in coverage will only be made on a going forward basis as of the date Avaya receives notice of the RTU move; and
 - (f) End User may move RTU’s from one Affiliate to another Affiliate provided that the End User complies with all of the conditions of this Section, including, without limitation, providing the name and address of the new Affiliate in the End User’s written notice under subpart (a) above, and provided such new Affiliate agrees to be bound by these Software License Terms.

- (ii) **Non-Production License Grant.** With respect to Software distributed by Avaya to the End User for non-production purposes, the scope of the license granted herein shall be to use the Software in a non-production environment solely for testing or other non-commercial purposes on a single computer or as otherwise designated by Avaya.

D. All Rights Reserved. Avaya or its licensors retain title to and ownership of the Software, Documentation, and any modifications or copies thereof. Except for the limited license rights expressly granted in these Software License Terms, Avaya or its licensors reserve all rights, including without limitation copyright, patent, trade secret, and all other intellectual property rights, in and to the Software and Documentation and any modifications or copies thereof. The Software contains trade secrets of Avaya, its suppliers, or licensors, including but not limited to the specific design, structure and logic of individual Software programs, their interactions with other portions of the Software, both internal and external, and the programming techniques employed.

E. Disclaimer. Any software security feature is not a guaranty against malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third parties to create security exposures. Compromised passwords represent a major security risk. Avaya encourages the End User to create strong passwords using three different character types, change End User's password regularly and refrain from using the same password regularly. The End User must treat such information as confidential. The End User agrees to notify Avaya immediately upon becoming aware of any unauthorized use or breach of the End User's user name, password, account, or subscription. The End User is responsible for ensuring that the End User's networks and systems are adequately secured against unauthorized intrusion or attack and regularly back up of the End User's data and files in accordance with good computing practices.

F. General License Restrictions. To the extent permissible under applicable law, End User agrees not to: (i) decompile, disassemble, reverse engineer, reverse translate or in any other manner decode the Software; (ii) alter, modify or create any derivative works or enhancements, adaptations, or translations of the Software or Documentation; (iii) sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer the Software or Documentation except as expressly authorized by Avaya in writing, and any attempt to do so is void; (iv) distribute, disclose or allow use of the Software or Documentation, in any format, through any timesharing service, service bureau, network or by any other similar means, such as hosting or cloud, except as expressly authorized by Avaya in writing; (v) allow any service provider or other third party, with the exception of Avaya's authorized maintenance providers who are acting solely on behalf of and for the benefit of End User, to use or execute any software commands that facilitate the maintenance or repair of any product; (vi) gain access to or the use of any Software or part thereof without authorization from Avaya; (vii) enable or activate, or cause, permit or allow others to enable or activate any logins reserved for use by Avaya or Avaya's authorized maintenance providers; (viii) publish the results of any tests run on the Software; (ix) disclose, provide, or otherwise make available to any third party any trade secrets contained in the Software or Documentation; (x) use the Software in a virtualized environment except as expressly authorized by these Software License Terms, or (xi) permit or encourage any third party to do any of the foregoing.

End User agrees not to allow anyone other than its authorized employees, agents or representatives who have a need to use the Software or Documentation to have access to the Software or Documentation. End User agrees to inform any third party to whom the End User gives access to the Software or Documentation of these Software License Terms and shall obligate such third party to comply with such terms and provisions. End User shall be responsible for End User and any authorized third party's failure to comply with these Software License Terms and shall indemnify Avaya for any damages, loss, expenses or costs, including attorneys' fees and costs of suit, incurred by Avaya as a result of non-compliance with this Section.

Additional License Restrictions Applicable to the EU. Notwithstanding the limitations in Sections C and F, solely to the extent an End User's resale rights cannot be precluded or restricted by mandatory applicable law, End Users located in a member state of the European Union may resell licenses subject to the following conditions:

- (i) Prior to resale of a license, End User will promptly, but not less than 30 days prior to a resale, notify Avaya in writing of its intention to resell a license.
- (ii) Unless expressly agreed otherwise in writing, End User will not be permitted to resell less than its entire license to a buyer.
- (iii) End User will resell the Software subject to these Software License Terms and shall ensure that the buyer is bound by these Software License Terms.
- (iv) Upon resale of a license, End User shall immediately and permanently cease all use of and destroy all copies of the Software and any related materials in End User's possession or control and, upon Avaya's request, certify such destruction in writing. Avaya may audit End User's compliance with the foregoing in accordance with Section K-Compliance below.
- (v) End User will keep appropriate records of all license resale including, but not limited to, the name and location of the buyer and the number and types of licenses resold.
- (vi) End User acknowledges that: (a) resale of a license is subject to any relevant Third Party Terms; (b) maintenance services do not cover system errors caused by license resale not performed by Avaya; (c) Avaya is not responsible for any programming, administration, design assurance, translation or other activity to make sure the Software will scale and perform as specified as a result of any license resale, and if any such resale results in a requirement for Avaya system engineering or requires the use of on-site Avaya personnel, End User will be charged the then applicable Avaya time and materials rates for such activity; (d) any resale of a maintenance services agreement between Avaya and the original licensee is subject to Avaya's prior written approval. Avaya reserves the right to withhold such approval and/or offer the new licensee a maintenance services agreement subject to different terms and conditions; and (e) if not expressly agreed by Avaya in writing otherwise, the resale of licenses does not entitle the End User to cancel or partially cancel a maintenance services agreement during the agreed term.

If the Software is rightfully located in a member state of the European Union and End User needs information about the Software in order to achieve interoperability of an independently created software program with the Software, End User will first request such information from Avaya. Avaya may charge End User a reasonable fee for the provision of such information. End User agrees to protect such information in accordance with Section Q-Protection of Software and Documentation below, and shall use such information only in accordance with the terms and conditions under which Avaya provides such information. To the extent that the End User is expressly permitted by applicable mandatory law to undertake any activities related to achieving interoperability of an independently created software program with the Software, End User will not exercise those rights until End User has given Avaya twenty (20) days written notice of its intent to exercise any such rights.

G. Proprietary Rights Notices. End User agrees to retain, in the same form and location, all proprietary legends and/or logos of Avaya and/or Avaya's suppliers on any permitted copies of the Software or Documentation.

H. Backup Copies. End User may create a reasonable number of archival and backup copies of the Software and the Documentation.

I. Upgrades. End User's right to use any upgrades to the Software shall be conditioned upon End User having a valid license to use the original Software and paying the applicable license fee to Avaya or an Avaya Channel Partner for such upgrade.

J. Warranty. Avaya's Global Product Warranty Policy for End Users, which details a limited warranty for Software and Software media and the applicable procedures, exclusions, and disclaimers, is available through the following website: <http://support.avaya.com> (or such successor site as designated by Avaya). NEITHER AVAYA NOR ITS SUPPLIERS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, THAT SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR SOFTWARE WILL RENDER AN END USER'S NETWORK OR PARTICULAR NETWORK ELEMENTS SAFE FROM INTRUSIONS AND OTHER SECURITY BREACHES. Please note that if End User is acquiring the Software from an Avaya Channel Partner outside the United States of America or Canada, any warranty is provided to End User by said Avaya Channel Partner and not by Avaya.

K. Compliance. Avaya and the Avaya Channel Partner who provided the Software have the right to inspect and/or audit (i) by remote polling or other reasonable electronic means at any time and (ii) in person during normal business hours and with reasonable notice End User's books, records, and accounts, to determine End User's compliance with these Software License Terms, including but not limited to usage levels. In the event such inspection or audit uncovers non-compliance with these Software License Terms, then without prejudice to Avaya's termination rights hereunder, End User shall promptly pay Avaya any applicable license fees. End User agrees to keep a current record of the location of the Software.

L. Termination of License; Effect of Termination/ Expiration. If the End User breaches these Software License Terms and if within ten (10) business days of Avaya's written request to cure, the End User has not cured all breaches of license limitations or restrictions, Avaya may, with immediate effect, terminate the licenses granted in these Software License Terms without prejudice to any available rights and remedies Avaya may have at law or in equity. Upon termination or expiration of the license for any reason, the End User must immediately destroy all copies of the Software and any related materials in End User's possession or control and, upon Avaya's request, certify such destruction in writing. The provisions concerning confidentiality, the protection of trade secrets and proprietary rights, license restrictions, export control, and all limitations of liability and disclaimers and restrictions of warranty (as well as any other terms which, by their nature, are intended to survive termination) will survive any termination or expiration of the Software License Terms.

M. License Types. Avaya grants the End User a license within the scope of the license types described below, with the exception of Heritage Nortel Software, for which the scope of the license is detailed in Section N-Heritage Nortel Software below. Where the order documentation does not expressly identify a license type, the applicable license will be a Designated System License as set forth below. The applicable number of licenses and units of capacity for which the license is granted will be one (1), unless a different number of licenses or units of capacity is specified in the documentation or other materials available to End User. "Designated Processor" means a single stand-alone computing device, such as, a CPU core or digital signal processing (DSP) core dedicated to the execution of the Software. "Server" means a set of Designated Processors that hosts (physically or virtually) a software application to be accessed by multiple users. "Instance" means a single copy of the Software executing at a particular time: (i) on one physical machine; or (ii) on one deployed software virtual machine or similar deployment. "Cluster" means a group of Servers and other resources that act as a single system.

a. **Designated System(s) License (DS).** End User may install and use each copy or an Instance of the Software only: 1) on a number of Designated Processors up to the number indicated in the order; or 2) up to the number of Instances of the Software as indicated in the order, Documentation, or as authorized by Avaya in writing. Avaya may require the Designated Processor(s) to be identified in the order by type, serial number, feature key, Instance, location or other specific designation, or to be provided by End User to Avaya through electronic means established by Avaya specifically for this purpose.

b. **Concurrent User License (CU).** End User may install and use the Software on multiple Designated Processors or one or more Servers, so long as only the licensed number of Units are accessing and using the Software at any given time as indicated in the order, Documentation, or as authorized by Avaya in writing. A "Unit" means the unit on which Avaya, at its sole discretion, bases the pricing of its licenses and can be, without limitation, an agent, port or user, an e-mail or voice mail account in the name of a person or corporate function (e.g., webmaster or helpdesk), or a directory entry in the administrative database utilized by the Software that permits one user to interface with the Software. Units may be linked to a specific, identified Server or an Instance of the Software.

c. **Cluster License (CL).** End User may install and use each copy or an Instance of the Software only up to the number of Clusters as indicated on the order, Documentation, or as authorized by Avaya in writing with a default of one (1) Cluster if not stated.

d. **Enterprise License (EN).** End User may install and use each copy or an Instance of the Software only for enterprise-wide use of an unlimited number of Instances of the Software as indicated on the order, Documentation or as authorized by Avaya in writing.

e. **Named User License (NU).** End User may: (i) install and use each copy or Instance of the Software on a single Designated Processor or Server per authorized Named User (defined below); or (ii) install and use each copy or Instance of the Software on a Server so long as only authorized Named Users access and use the Software as indicated in the order, Documentation, or as authorized by Avaya in writing. "Named User," means a user or device that has been expressly authorized by Avaya to access and use the Software. At Avaya's sole discretion, a "Named User" may be, without limitation, designated by name, corporate function (e.g., webmaster or helpdesk), an e-mail or voice mail account in the name of a person or corporate function, or a directory entry in the administrative database utilized by the Software that permits one user to interface with the Software.

f. **Shrinkwrap License (SR).** End User may install and use the Software in accordance with the terms and conditions of the applicable license agreements, such as "shrinkwrap" or "clickthrough" license accompanying or applicable to the Software ("Shrinkwrap License") as indicated in the order, Documentation, or as authorized by Avaya in writing.

g. **Transaction License (TR).** End User may use the Software up to the number of Transactions as specified during a specified time period and as indicated in the order, Documentation, or as authorized by Avaya in writing. A "Transaction" means the unit by which Avaya, at its sole discretion, bases the pricing of its licensing and can be, without limitation, measured by the usage, access, interaction (between client/server or customer/organization), or operation of the Software within a specified time period (e.g. per hour, per day, per month). Some examples of Transactions include but are not limited to each greeting played/message waiting enabled, each personalized promotion (in any channel), each callback operation, each live agent or web chat session, each call routed or redirected (in any channel). End User may not exceed the number of Transactions without Avaya's prior consent and payment of an additional fee.

N. Heritage Nortel Software. "Heritage Nortel Software" means the Software that was acquired by Avaya as part of its purchase of the Nortel Enterprise Solutions Business in December 2009. The Heritage Nortel Software is the Software contained within the list of Heritage Nortel Products located at <http://support.avaya.com/LicenseInfo> under the link "Heritage Nortel Products" (or such successor site as designated by Avaya). For Heritage Nortel Software, Avaya grants End User a license to use Heritage Nortel Software provided hereunder solely to the extent of the authorized activation or authorized usage level, solely for the purpose specified in the Documentation, and solely as embedded in, for execution on, or for communication with Avaya equipment. Charges for Heritage Nortel Software may be based on extent of activation or use authorized as specified in an order or invoice.

O. Third Party Components. End User acknowledges certain software programs or portions thereof included in the Software may contain software (including open source software) distributed under third party agreements ("Third Party Components"), which contain terms regarding the rights to use

Avaya Global Software License Terms (06012020v1)

certain portions of the Software ("Third Party Terms"). As required, information regarding distributed Linux OS source code (for those Products that have distributed Linux OS source code) and identifying the copyright holders of the Third Party Components and the Third Party Terms that apply is available in the Products, Documentation or on Avaya's website at: <http://support.avaya.com/Copyright> (or such successor site as designated by Avaya). The open source software license terms provided as Third Party Terms are consistent with the license rights granted in these Software License Terms, and may contain additional rights benefiting End User, such as modification and distribution of the open source software. The Third Party Terms shall take precedence over these Software License Terms, solely with respect to the applicable Third Party Components, to the extent that these Software License Terms impose greater restrictions on the End User than the applicable Third Party Terms.

P. Limitation of Liability. EXCEPT FOR PERSONAL INJURY CLAIMS OR WILLFUL MISCONDUCT, AND TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER AVAYA, AVAYA AFFILIATES, THEIR LICENSORS OR SUPPLIERS, NOR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS SHALL BE LIABLE FOR (i) ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, (ii) ANY LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, OR COST OF COVER, SUBSTITUTE GOODS OR PERFORMANCE, OR (iii) ANY DIRECT DAMAGES ARISING UNDER THESE SOFTWARE LICENSE TERMS IN EXCESS OF THE FEES PAID FOR THE SOFTWARE GIVING RISE TO THE CLAIM IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. REGARDLESS OF WHETHER THE END USER WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF AND REGARDLESS OF WHETHER THE LIMITED REMEDIES FAIL THEIR ESSENTIAL PURPOSE, THESE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE.

Q. Protection of Software and Documentation. End User acknowledges that the Software and Documentation are confidential information of Avaya and its suppliers and contain trade secrets of Avaya and its suppliers. End User agrees at all times to protect and preserve in strict confidence the Software and Documentation using no less than the level of care End User uses to protect its own information of a confidential nature and to implement reasonable security measures to protect the trade secrets of Avaya and its suppliers.

R. Privacy. When downloading or using the Software, Avaya might process certain data about the End User, the End User's network and the End User's device (e.g., email address, phone - extension number, device IDs, IP addresses, location, etc.). Avaya will keep End User's data confidential and will only use End User's data to the extent necessary to execute these Software License Terms and to ensure compliance with these Software License Terms. In case such data identifies or may be used to identify an individual ("Personal Data"), this Personal Data will generally not leave the Avaya group Affiliates and will only be transmitted to third parties if necessary for the above. Avaya will ensure in such case that all applicable data protection requirements are met, especially regarding international data transfers. For Avaya Affiliates this is achieved through the Avaya Binding Corporate Rules, which are published on the Avaya website mentioned below, for international transfers to other third parties this will be ensured through standard data protection clauses adopted by the EU-Commission or other appropriate safeguards. End User's data will only be stored for the time necessary to achieve the above purpose or if statutory retention periods require longer storage times, for such longer time. Respective data subjects have the right to request access to and rectification or erasure of their Personal Data and can request restriction of processing of their Personal Data. They have the right to data portability, subject to the respective statutory requirements as well as the right to lodge a complaint with a competent supervisory authority. For more information on data subject rights or in case of any questions related to Avaya processing Personal Data, please refer to the Documentation and its Global Privacy Website available at <https://www.avaya.com/en/privacy/website/>

S. High Risk Activities. The Software is not fault-tolerant and is not designed, manufactured or intended for any use in any environment that requires fail-safe performance in which the failure of the Software could lead to death, personal injury or significant property damage ("High Risk Activities"). Such environments include, among others, control systems in a nuclear, chemical, biological or other hazardous facility, aircraft navigation and communications, air traffic control, and life support systems in a healthcare facility. End User assumes the risks for its use of the Software in any such High Risk Activities.

T. Import/Export Control. End User is advised that the Software is of U.S. origin and subject to the U.S. Export Administration Regulations ("EAR"). The Software also may be subject to applicable local country import/export laws and regulations. Diversion contrary to U.S. and/ or applicable local country law and/ or regulation is prohibited. End User agrees not to directly or indirectly export, re-export, import, download, or transmit the Software to any country, end user or for any use that is contrary to applicable U.S. and/ or local country regulation or statute (including but not limited to those countries embargoed by the U.S. government). End User represents that any governmental agency has not issued sanctions against the End User or otherwise suspended, revoked or denied End User's import/export privileges. End User agrees not to use or transfer the Software for any use relating to nuclear, chemical or biological weapons, or missile technology, unless authorized by the U.S. and or any applicable local government by regulation or specific written license. Additionally, End User is advised that the Software may contain encryption algorithm or source code that may not be exported to government or military end users without a license issued by the U.S. BIS and any other country's governmental agencies, where applicable.

U. U.S. Government End Users. The Software is classified as "commercial computer software" and the Documentation is classified as "commercial computer software documentation" or "commercial items," pursuant to 48 CFR FAR 12.212 or DFAR 227.7202, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software or Documentation by the Government of the United States shall be governed solely by the terms of these Software License Terms and shall be prohibited except to the extent expressly permitted by these Software License Terms, and any use of the Software and/ or Documentation by the Government constitutes agreement to such classifications and to these Software License Terms.

V. Acknowledgement. End User acknowledges that certain Software may contain programming that: (i) restricts, limits and/or disables access to certain features, functionality or capacity of such Software subject to the End User making payment for licenses to such features, functionality or capacity; or (ii) periodically deletes or archives data generated by use of the Software and stored on the applicable storage device if not backed up on an alternative storage medium after a certain period of time; or (iii) may rely on a third party analytics service to collect and generate aggregated user data which Avaya may use to improve product performance and its functionality. For Google Analytics, please refer to the following website for more information: <http://www.google.com/policies/privacy/partners/> (or such successor site as designated by Google). By accepting these Software License Terms and continued use of the Software, service, or subscription, End User consents to the use of such an analytics service to analyze such data.

W. Miscellaneous. These Software License Terms and any dispute, claim or controversy arising out of or relating to these Software License Terms ("Dispute"), including without limitation those relating to the formation, interpretation, breach or termination of these Software License Terms, or any issue regarding whether a Dispute is subject to arbitration under these Software License Terms, will be governed by New York State laws, excluding conflict of law principles, and the United Nations Convention on Contracts for the International Sale of Goods.

Any Dispute shall be resolved in accordance with the following provisions. The disputing party shall give the other party written notice of the Dispute. The parties will attempt in good faith to resolve each Dispute within thirty (30) days, or such other longer period as the parties may mutually agree, following the delivery of such notice, by negotiations between designated representatives of the parties who have dispute resolution authority. If a Dispute that arose anywhere other than in the United States or is based upon an alleged breach committed anywhere other than in the United States cannot be settled under these procedures and within these timeframes, it will be conclusively determined upon request of either party by a final and binding arbitration proceeding to

be held in accordance with the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed by the parties or (failing agreement) by an arbitrator appointed by the President of the International Chamber of Commerce (from time to time), except that if the aggregate claims, cross claims and counterclaims by any one party against any or all other parties exceed One Million US Dollars at the time all claims, including cross claims and counterclaims are filed, the proceeding will be held in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrator(s) appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce. The arbitration will be conducted in the English language, at a location agreed by the parties or (failing agreement) ordered by the arbitrator(s). The arbitrator(s) will have authority only to award compensatory damages within the scope of the limitations of these Software License Terms and will not award punitive or exemplary damages. The arbitrator(s) will not have the authority to limit, expand or otherwise modify the terms of these Software License Terms. The ruling by the arbitrator(s) will be final and binding on the parties and may be entered in any court having jurisdiction over the parties or any of their assets. The parties will evenly split the cost of the arbitrator(s)' fees, but each party will bear its own attorneys' fees and other costs associated with the arbitration. The parties, their representatives, other participants and the arbitrator(s) will hold the existence, content and results of the arbitration in strict confidence to the fullest extent permitted by law. Any disclosure of the existence, content and results of the arbitration shall be as limited and narrowed as required to comply with the applicable law. By way of illustration, if the applicable law mandates the disclosure of the monetary amount of an arbitration award only, the underlying opinion or rationale for that award may not be disclosed.

If a Dispute by one party against the other that arose in the United States or is based upon an alleged breach committed in the United States cannot be settled under the procedures and within the timeframe set forth above, then either party may bring an action or proceeding solely in either the Supreme Court of the State of New York, New York County, or the United States District Court for the Southern District of New York. Except as otherwise stated above with regard to arbitration of Disputes that arise anywhere other than in the United States or are based upon an alleged breach committed anywhere other than in the United States, each party to these Software License Terms consents to the exclusive jurisdiction of those courts, including their appellate courts, for the purpose of all actions and proceedings.

The parties agree that the arbitration provision in this Section may be enforced by injunction or other equitable order, and no bond or security of any kind will be required with respect to any such injunction or order. Nothing in this Section will be construed to preclude either party from seeking provisional remedies, including but not limited to temporary restraining orders and preliminary injunctions from any court of competent jurisdiction in order to protect its rights, including its rights pending arbitration, at any time. In addition and notwithstanding the foregoing, Avaya shall be entitled to take any necessary legal action at any time, including without limitation seeking immediate injunctive relief from a court of competent jurisdiction, in order to protect Avaya's intellectual property and its confidential or proprietary information (including but not limited to trade secrets).

If any provision of these Software License Terms is determined to be unenforceable or invalid, these Software License Terms will not be rendered unenforceable or invalid as a whole, and the provision will be changed and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law. The failure to assert any rights under the Software License Terms, including, but not limited to, the right to terminate in the event of breach or default, will not be deemed to constitute a waiver of the right to enforce each and every provision of the Software License Terms in accordance with their terms. If End User moves any Software, and as a result of such move, a jurisdiction imposes a duty, tax, levy or fee (including withholding taxes, fees, customs or other duties for the import and export of any such Software), then End User is solely liable for, and agree to pay, any such duty, taxes, levy or other fees.

X. Agreement in English. The parties confirm that it is their wish that these Software License Terms, as well as all other documents relating hereto, including all notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.



Virginia Commonwealth University
RFP #140350549AA-2
Avaya Services, Equipment and Maintenance
ConvergeOne Attachments

Attachment H

Avaya OneCloud Subscription Licensing Supplement



Version dated 1-03-2021

Avaya OneCloud™ Subscription Licensing Supplement

Issue 1.7

Date Janaury 03, 2021



A. Overview Avaya OneCloud™ Subscription Licensing

Avaya OneCloud™ Subscription Licensing is a software licensing model whereby software bundles are licensed to users at a per license/agent subscription price which includes:

- License to use eligible software;
- Software Upgrade subscription entitlements; and
- Remote technical support entitlements.

Subscription Licensing includes Fixed Term and Pay-per-Usage based subscriptions.

B. Software Eligible for Subscription

The following Avaya software packages are available to be purchased in the Avaya OneCloud™ Subscription Licensing model:

OneCloud™ Experience	License Packages	License Add-Ons
Employee Experience	Basic Core Power	AES TSAPI BASIC and DMCC- 3 rd Party CTI** Attendant Speech to Text Text to Speech
Customer Experience	Basic Agent Digital Agent Digital Premium IVR Call Back Assist Proactive Outreach Manager CRM Connector* Workspaces for Salesforce* Workforce Engagement Contact Recording Quality Management Workforce Management	Advanced AES- ASAI, DLG CVLAN and TSAPI Advanced* Advanced Analytics Advanced Desktop Analytics Speech Analytics including Transcription Speech Analytics (Advanced) Multilingual Agents Real Time Speech Analytics Add On Customer Feedback Interaction Data Export Manager Data Center Redundancy N+N CR Redundancy

*no overage entitlements

** limited overage entitlements

Overage entitlement: Many Avaya OneCloud™ Subscription Licensing bundles include a 20% overage above the contracted number of units of Subscription Licenses. Customers have access to this overage during the contract period without any additional fees. Customers can grow beyond the overage by purchasing additional Avaya Subscription Licenses which will be co-terminous with their existing Avaya OneCloud™ Subscription Licensing order. (Bundles identified by an asterisk do not include any overage entitlement. Bundles identified by a double asterisk: CTI (TSAPI BASIC



and/or DMCC) do not include coverage for perpetual licenses the customer currently has when converting their existing installed base into Subscription. Customers are entitled to coverage for any new/additional 3rd party CTI purchased as part of the Subscription.)

C. Support Coverage

All Avaya OneCloud™ Subscription Licensing bundles include Support Advantage Preferred with Upgrade Advantage. Support entitlements are contingent upon meeting the requirements and fulfilling the Customer responsibilities detailed in the Support Advantage Preferred Service Agreement Supplement. Details about Support Advantage Preferred can be found in the Service Description; Service Agreement Supplement document at <https://downloads.avaya.com/css/appmanager/css/P8Secure/documents/101062743>

D. Conversion of legacy licenses

Avaya Aura® R6.3.118 Load 141 and R7 licenses may be converted to Subscription Licensing. The feature entitlements and 20% overage for these licenses will be limited to those available on such releases and are subject to Avaya Product Lifecycle Policy found at <https://downloads.avaya.com/css/P8/documents/100081098>

E. Avaya Spaces service entitlement

Each user or agent bundle is entitled to an Avaya Spaces user account during the Subscription License Term, where available. Avaya Spaces is a hosted offer and is not available in all geographies. If Spaces is not available from the seller in the geography where the Subscribed Licenses are purchased, then Customer is not entitled to receive it during the Subscription Term as part of the Subscription bundle. The Customer must register on <http://avayaspaces.com> to activate the service. The Avaya Spaces service is subject to the then-current Service Description, Subscription Services Terms and the Terms of Use set forth on the Avaya Spaces website, a copy of which is available at: <https://support.avaya.com/helpcenter/getGenericDetails?detailId=C2009223142629795043>

F. Conversion of Perpetual Licenses to Avaya OneCloud™ Subscription Licenses

At the time of conversion or upgrade to Subscription Licensing, the End Users may convert their perpetual licenses into Subscription Licenses on a per System basis. Avaya perpetual licenses surrendered as part of a conversion to Subscription Licensing may receive Investment Protection Program credits. To be eligible for Investment Protection Program credits, perpetual licenses must be under and remain under a current contract for Avaya-provided maintenance support until the effective date of the Subscription Licensing Term.

End Users will receive a credit for the quantity of eligible perpetual licenses converted to Subscription Licenses not to exceed the quantity of Avaya Subscription Licenses purchased.



Credits are applied as a reduction in the price of the Subscription License for the converted license for the initial Subscription Term of the Subscription License. If the initial Subscription License Term of the Subscription License is extended, the licenses will be renewed as Subscription Licenses at then-current rates. Investment Protection Program credits do not extend past the first Subscription License Term.

Perpetual license quantity and type chosen to convert to Subscription Licenses will be deleted from the Avaya End User record of perpetual licenses at the time of upgrade and conversion. All rights granted by Avaya under these perpetual licenses will immediately terminate upon conversion and Customer shall return or destroy tangible editions of such perpetual licenses.

G. Supported Avaya OneCloud™ Subscription License Use Cases

A Customer network may include a single System instance or may be part of a larger network made up of multiple System instances. Customers have the flexibility to choose to deploy perpetual licenses or Subscription Licenses on each of their Workplace and Contact Center System instances - Including Avaya Workforce Engagement but cannot mix Subscription Licenses and perpetual licenses within the same System.

- **Some Examples:**
- Within a System instance a customer may choose to deploy 1000 Core Suite Subscription Licenses and deploy 150 Avaya Elite Introductory Agent as Subscription Licenses.
- Within a System a customer may choose to deploy Core Suite with 1000 Core Suite Subscription Licenses and deploy 150 Avaya Elite Introductory Agent as perpetual licenses.
- Within a System a customer may **not** choose to deploy Core Suite with 1000 Core Suite Subscription Licenses and deploy 150 Core Suite as perpetual licenses.
- A customer may deploy one System with 2000 Core Suite Subscription Licenses and a second distinct system with 1000 Core Suite as perpetual licenses.

H. New and Add/Expansion

Products available to be purchased using the Subscription Licensing model are subject to Avaya's Product Lifecycle Policy found at <https://downloads.avaya.com/css/P8/documents/100081098>

I. Term

The "**Subscription License Term**" for Subscription License(s) is the specific term during which the Subscription License(s) will be available for the End User's use. The length of the term shall be identified on the Customer order form.

Subscription License Term options include 1 year, 3 year or 5 year terms.



J. Subscription License Term Start Date

Unless an earlier date is specified in an order, the Subscription License Term for the Subscription License(s) will commence and be chargeable as follows:

New System builds:

- If Avaya sells and installs the Subscription Licenses directly, the Subscription License Term will commence on the date Avaya notifies the Customer that the Subscription Licenses are installed according to specifications.
- If Avaya sells the Subscription Licenses directly, but does not install the Subscription Licenses, the Subscription License Term will commence on the earliest of the date when Subscription Licenses (i) features are enabled, (ii) is downloaded to the target processor or (iii) is physically delivered to the End User premises.
- If the Subscription Licenses are purchased through an Avaya channel partner (including Support Advantage Retail), regardless of what company installs the Subscription Licenses, term will commence on the first day of the second month following the order of the Subscription Licenses.

K. Conversions to Subscription Licensing:

If the Subscription Licenses are replacing existing perpetual licenses being transitioned from an existing maintenance support order, the Subscription License Term starts on the start date specified on the order.

Additions to an existing Subscription License Term:

Subscription Licenses which are being added to an existing Subscription License Term are effective on the 1st day of the first month following Avaya's acceptance of the order for additional Subscription Licenses.

L. Invoicing

Invoicing is in advance at the frequency identified on the order form. Monthly or annual in advance invoicing options are available.

M. Pricing and Product Subscription Material Codes

Subscription Licenses are ordered and invoiced using specific material codes provided by Avaya or the Channel Partner. Pricing will be provided per Subscription License Bundle for the specific Bundle metric, and based on the length of the Software Subscription Term. Pricing is quoted exclusive of taxes and fees.

N. Renewal of Coverage

To assure continuity of service and availability of the licensed solutions, Avaya Subscription Licensing will automatically renew at the end of the term for a similar term length at then current pricing unless either party provides written notice of its intent not to renew such coverage at least 30 days prior to the renewal date. If a customer is a direct Avaya customer located in the EU the Subscription Licenses Term will automatically renew for one year at then current pricing unless either party provides written notice of its intent not to renew such coverage at least 30 days prior



to the renewal date. If shorter renewal terms are required by local country laws or regulations, the Subscription License Term will automatically renew for at least one year, or for the maximum Term permitted by such local country laws or regulations, and Avaya will notify customer of same.

NOTE: OEM-3rd party Products will not automatically renew as new license keys will need to be issued for next term and price may be subject to change.

O. Termination

The Customer may terminate a subscription in its entirety during the Subscription License Term upon thirty (30) days' written notice subject to termination fees equal to 50% of the remaining unpaid balance of the Subscription License Term; provided, that the following special termination terms apply to subscriptions for Workforce Engagement bundles: Customer may terminate a subscription for Workforce Engagement bundles in their entirety during the Subscription License Term upon thirty (30) days' written notice exercisable at any time after the first 28 months of the subscription term and subject to termination fees equal to 60% of the remaining unpaid balance of the Subscription License Term.

In no case will any prepaid fees be credited due to a contract terminated for convenience.

P. About this Document

This Subscription Licensing Supplement describes the Avaya Subscription Licenses for eligible software and supersedes all prior descriptions relating to Subscription Licensing. In the event of a conflict between this Subscription Licensing Supplement and the Subscription License Terms in the Customer's purchase agreement with Avaya, the terms and conditions of this Subscription Licensing Supplement will control.



Q. Glossary

- **Packages-** the collection of software included within a single Subscription License. Packages are detailed in section Appendix A
- **Customer-** the entity that purchases the Subscription Licenses from Avaya, which may be an End User or as a channel partner for resale.
- **End User-** the entity which purchases the Subscription Licenses directly from Avaya or indirectly from an Avaya channel partner, for its internal use and not for resale or sublicense.
- **Subscription License(s)** – software licenses ordered by the Customer which are subject to either a Fixed Term Software Subscription and/or a Pay-per-Use Software Subscription fee model providing the right to use the software for a defined period of time.
- **Fixed Term Software Subscription** - a fixed quantity of Units of software provided by Avaya under the Subscription Licensing Terms for Customer's internal use (not for further resale, sublease, or sublicense) on a time-bound subscription basis.
- **System** - a collection of UC and/or CC applications (single or geo data centers) connected to a Single Web License Manager System for licensing.



Appendix A

Components	Avaya OneCloud UC Packages			Avaya OneCloud CC Packages
	Basic	Core	Power	BASIC CC
SUITE LICENSING				
Enhanced IPT/Analog License (NU,CU,SR)	Y	-	-	-
Core Suite License (NU,CU,SR)	-	Y	-	Y
Power Suite License (NU,CU,SR)	-	-	Y	-
MESSAGING (NU)	BASIC	ADVANCED	ADVANCED	ADVANCED
PRESENCE SERVICES (NU)		Y	Y	Y
SESSION BORDER CONTROLLER (CU,DS)	Y	Y	Y	Y
SESSION MANAGER (DS,NU,SR)	Y	Y	Y	Y
AVAYA AURA MEDIA SERVER (DS,CU)	Y	Y	Y	Y
EQUINOX CONFERENCING (NU,CU,SR,DS)			Y	
SPACES	ESSENTIAL	BUSINESS	POWER	BUSINESS
UC Core Subscription User (NU,CU,SR)				Y
CC ELITE (CU)				Y
Desktop (CU, NU, DS)				Y
CALL MANAGEMENT SYSTEM (CU, DS, SR)				Y
EXPERIENCE PORTAL (CU, SR, DS)				Y
NU = Named User CU = Concurrent User SR = Shrink Wrapped DS= Designated Server				



Virginia Commonwealth University

RFP #140350549AA-2

Avaya Services, Equipment and Maintenance

ConvergeOne Attachments

Attachment I

Avaya Support, Managed and Subscription Terms



SUPPORT, MANAGED AND SUBSCRIPTION SERVICES TERMS (UNITED STATES)
(MASTER VERSION 2-2020)

By placing orders as described in Section 1.1, Customer agrees that these Support, Managed and Subscription Services Terms (the “**Agreement**”) will govern the purchase of certain Services described below by Customer from Avaya Inc. (“**Avaya**”). The “**Effective Date**” of this Agreement is the date Avaya accepts an order in accordance with Section 1.1 below and continues until terminated in accordance with Section 6 below. Incorporated into this Agreement by reference are Schedule A: Supply of Generally Available Products

1. ORDER, PROVISION AND SCOPE OF SERVICES

1.1 Ordering Services for Supported Products. Customer (as such term is defined in Section 1.1.1) may purchase Services (as such term is defined in Section 1.2) for Supported Products (as defined herein) by issuing an order to Avaya. “**Supported Products**” are: (i) the hardware or software products identified in the accepted order, (ii) Added Products (defined in Section 1.8), and (iii) the hardware and software products that are within the scope of orders that are renewed as described in Section 6.1. Supported Products may include Products made available for Customer’s use as part of Subscription Services and non-Avaya products to the extent they are specified in the order or Service Description. The “**Supported Sites**” for such Support Products are the locations covered under this Agreement.

“**Support Services**” means Services to maintain Supported Products. “**Managed Services**” means Services to manage Supported Products with may include, without limitation, automated client notifications, configuration management, incident and problem management, service desk, and monitoring, as more fully described in the applicable Service Description. “**Subscription Services**” means time-bound subscription services provided by Avaya to Customer, against a periodic fee, for Customer’s internal business purposes, which may include Subscription Services hosted by or on behalf of Avaya or as described in the applicable Service Description.

1.1.1 Any United States Affiliate (as defined below) of the Customer shall be permitted to place orders hereunder; however, such Affiliates are subject to credit approval by Avaya. All orders shall reference this Agreement and shall specify, as applicable, the Services quantity, price, location, Avaya quotation, proposal number or Service Description. However, Customer’s orders issued during the term specified in Section 6 will be governed by the terms of this Agreement even if the orders lack an express reference to this Agreement (except if Customer’s orders reference a separate valid and applicable agreement between the parties). All other terms and conditions contained in any Customer order or other document not expressly referenced in this Agreement will have no effect. Orders are subject to acceptance by Avaya. Avaya may accept an order by commencing to perform Services. Accepted orders will be deemed to incorporate and be subject to this Agreement. Each order placed and accepted hereunder shall be deemed to constitute a separate agreement, incorporating the terms and conditions hereof, between, as applicable, Avaya and Customer or Avaya and the Customer Affiliate placing the order. Such Customer entity will be deemed “**Customer**” for purposes of this Agreement. To the extent agreed by the parties, Customer may submit orders to Avaya by electronic mail, at the email address provided by Avaya to Customer from time to time, or other agreed means of electronic communication. Any electronic order will be binding upon Customer’s electronic submission as if submitted in writing.

1.1.2 “**Affiliate**” means, with respect to either party, any entity that is directly or indirectly controlling, controlled by, or under common control with a signatory of this Agreement. For purposes of this definition, “**control**” means the power to direct the management and policies of such party, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the terms “**controlling**” and “**controlled**” have meanings correlative to the foregoing. Customer and Avaya will cause their Affiliate(s) to comply with the provisions of this Section. Customer and Avaya will cause their Affiliates to comply with the provisions of this Section.

1.1.3 Documents and Order of Precedence. Unless otherwise provided for in this Agreement, in the event of conflict among the Agreement, the various Service Description documents, and any ancillary attachments to or documents referenced in the Service Description, the order of precedence is: (i) the Terms of Use; (ii) this Agreement; (iii) SOW; (iv) SAS and/or SDD; and (vi) any ancillary documents, except that in relation to limitations of liability, licensing provisions, intellectual property rights and intellectual property rights indemnification, the provisions contained in the General Terms will always take priority. In the event of any conflict between: (a) the SAS or SDD; and (b) a SOW, the SOW will govern.

1.2 Provision of Services. In return for the payment of applicable fees and subject to compliance with the terms of this Agreement, Avaya will provide the Support, Managed or Subscription Services options that are delivered in the United States (for purposes of this Agreement, “**Services**”) for Supported Products at Supported Sites, as described further in this Agreement and the Service Description. “**Service Description**” means; (i) the applicable Avaya service agreement supplement (“**Service Agreement Supplement**” or “**SAS**”) or service description document (“**Service Description Document**” or “**SDD**”), as the case may be, then current as of the date of Avaya’s acceptance of an order for Services and available to Customer upon request; and/or (ii) a statement of work executed by the parties describing specific Services to be provided by Avaya (“**Statement of Work**” or “**SOW**”).

1.3 Monitoring. Avaya may electronically monitor Supported Products for the following purposes: (i) remote diagnostics and corrective actions; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv), to assess Customer needs for additional Products or Services to address or resolve Services issues; (v) as otherwise provided in the Service Description.

1.4 Incident Correction. Some Services options may include correction of Incidents. An “**Incident**” means a failure of a Supported Product to conform in all material respects to the manufacturer’s specifications that were currently applicable when the Supported Product was purchased or licensed. The Incident categories and the corresponding support level, if any, are further described in the applicable Service Description.

1.5 Help Line Support. Where the selected Services option includes help line support, Avaya will provide it in accordance with the coverage option (service hours, target response intervals, etc.) that Customer has selected and purchased from Avaya.

1.6 End of Support. Periodically, Avaya or a third party manufacturer may declare “end of life”, “end of service”, “end of support”, “manufacture discontinue” or similar designation (“**End of Support**”) for certain Supported Products. Customer may access Avaya’s user support website (<http://support.avaya.com>) or such successor site as designated by Avaya) for End of Support notifications, and to register an e-mail address to receive e-mail notifications of the same, when published by Avaya. For Supported Products subject to End of Support,

Avaya will continue to provide the support described in the applicable Service Description, except for the End of Support exceptions listed therein (“**Extended Support**”). If the Service Description does not include Extended Support information, Avaya will make available the description of Extended Support (if available) for the Supported Products affected by such End of Support notification. For Supported Products not subject to Extended Support, if Services are discontinued for a Supported Product, the Supported Product will be removed from the order and rates will be adjusted accordingly. Unless the applicable Service Description expressly states otherwise, Subscription Services hosted by or on behalf of Avaya may be discontinued at any time and Avaya will endeavor to provide advance notice by posting the relevant information on <https://support.avaya.com/products> or such successor site as designated by Avaya.

1.7 Replacement Hardware. Replacement hardware provided as part of Services may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent. It will be furnished only on an exchange basis. Returned hardware that has been replaced by Avaya will become Avaya’s property. Title to Avaya-installed replacement hardware provided as part of Services will pass to Customer when installed. Title to all other hardware provided as part of Services will pass to Customer when it arrives at the Supported Site.

1.8 Added Products. If Customer acquires from Avaya or an Avaya authorized channel partner additional products of the same type and manufacturer(s) as the existing Supported Products and locates them with existing Supported Products at a Supported Site, they will be considered “**Added Products**”, and will be added to the order automatically for the remainder of the order term at the applicable rates. Customer will inform Avaya without undue delay of any Added Products not acquired from Avaya. Added Products purchased from a party other than the manufacturer or an Avaya authorized channel partner may be added to or declined from being added to the Support Products at Avaya’s discretion, and may be subject to certification by Avaya at Avaya’s then current Services rates.

1.9 General Limitations. Unless the applicable Service Description indicates otherwise, Avaya will provide software Services only for the unaltered current release of the Supported Products software and the prior release. The following items are included in the Services only if the Service Description specifically includes them: (i) support of user-defined applications; (ii) support of Supported Products that have been modified by a party other than Avaya (except for installation of standard, self-installed updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Supported Products; (vi) correction of Incidents arising from causes external to the Supported Products (such as power failures or surges); and (vii) services for Supported Products that have been misused, used in breach of their license restrictions, improperly installed or configured, or that have had their serial numbers altered, defaced or deleted.

2. INVOICING AND PAYMENT

2.1 Avaya will invoice Customer for Services in advance unless another payment option is specified in the order or as otherwise specified in the Service Description. Unless otherwise requested by Customer in writing, Avaya will invoice to and process payments from Customer via Avaya’s electronic bill application.

2.2 Payment of invoices is due within 30 (thirty) days from the date of Avaya’s invoice. Customer will inform Avaya in writing of any disputed portion of an invoice within 15 (fifteen) days from the date of Avaya’s invoice. Customer will pay all bank charges, taxes, duties, levies and other costs and commissions associated with other methods of invoicing and payment. Avaya may suspend performance of orders for which payment is overdue until the overdue amount is paid in full. Overdue payments will be subject to a late payment charge of the lesser of one and one half percent (1.5%) per month or the maximum rate allowed by applicable law. Customer will reimburse Avaya for reasonable attorneys’ fees and any other costs associated with collecting delinquent payments.

2.3 Taxes. Unless Customer provides Avaya with a current tax exemption certificate, Customer is solely responsible for paying all legally required taxes, including without limitation any sales, excise or other taxes and fees which may be levied upon (i) the sale, movement, transfer of ownership, license, installation or use of the Supported Products; or (ii) the Services, except for any income tax assessed upon Avaya.

3. ADDITIONAL CUSTOMER RESPONSIBILITIES

3.1 General. At Customer’s expense, Customer will cooperate with Avaya as reasonably necessary for Avaya’s performance of its obligations, such as, without limitation,: (i) providing Avaya with full, free and safe access to its facilities; (ii) providing telephone numbers, network addresses and passwords necessary for remote access; (iii) providing interface information for Supported Products and necessary third party consents and licenses to access them and (iv) any other responsibilities as set out in the applicable Service Description. All items and Customer cooperation will be provided by Customer at Customer’s expense. If Avaya provides an update, patch or other new release of software for Supported Products as part of the Services, Customer will implement it promptly. Customer is responsible for ensuring that its networks and systems are adequately secured against unauthorized intrusion or attack and regularly backing up its data and files in accordance with good data retention and security practices. Customer will reasonably use, safeguard and return to Avaya any items that Avaya loans or makes available to Customer (“**Avaya Tools**”) for the purpose of providing Services under this Agreement, such as, but not limited to, the Secure Access Link. Customer will bear risk of loss and damage to Avaya Tools until returned to Avaya. Avaya Tools are not considered Supported Products as that term is defined in this Agreement. If Customer fails to meet its cooperation obligations under this Section or as otherwise provided in this Agreement, Avaya may delay or suspend its performance of Services relating to Customer’s failure.

3.2 Provision of Supported Products and Systems. Except for Avaya hosted facilities identified in the applicable Service Description, Customer will provide all Supported Products and Supported Sites. Customer continuously represents and warrants that: (i) Customer is either the owner of, or is authorized to access and use, each of them; and (ii) Avaya, its suppliers, and subcontractors are authorized to do the same to the extent necessary to provide the Services in a timely manner.

3.3 Moves of Supported Products. Customer will notify Avaya in advance before moving Supported Products. Identical Services may not be available in all locations and in such circumstances either cancellation charges or additional charges may apply if Avaya incurs additional costs in providing the Services as a result of moved Supported Products.

3.4 Vendor Management. Where Avaya is to instruct or request products or services on Customer’s behalf from third party vendors under Customer’s supply contracts with the third party vendors (“**Vendor Management**”), Customer will provide Avaya, upon request, a letter of agency or similar document, in a form reasonably satisfactory to Avaya, permitting Avaya to perform the Vendor Management. Where the third party vendor’s consent is required for Avaya to be able to perform Vendor Management in a timely manner, Customer will obtain the written consent of the vendor and provide Avaya a copy of it upon request.

3.5 Third Party Hosting. In the event one or more network address(es) to be monitored by Avaya are associated with systems owned, managed, and/or hosted by a third party service provider (“**Host**”), Customer will: (i) notify Avaya of the Host prior to commencement of the

Services; (ii) obtain the Host's advance written consent for Avaya to perform the Services on the Host's computer systems and provide Avaya with a copy of the consent upon request; and (iii) facilitate necessary communications between Avaya and the Host in connection with the Services.

3.6 Access to Personal Data. From time to time, Customer may require Avaya to access a Supported Product or Supported System containing employee, customer or other individual's personal data (collectively, "Personal Data"). Where Customer instructs Avaya to access any Personal Data, or to provide Customer or a third party identified by Customer with access, Customer will: (i) notify all relevant employees and other individuals of the fact that Avaya will have access to such Personal Data in accordance with Customer's instructions, and (ii) indemnify Avaya and its officers, directors, employees, subcontractors and Affiliates against, and hold each of them harmless from, any and all liabilities, costs, damages, judgments and expenses (including reasonable attorney's fees and costs) arising out of Avaya accessing or providing access in accordance with Customer's instructions.

4. SOFTWARE LICENSE AND TERMS OF USE

4.1 Software License. Where Services include provision of patches or updates for Supported Products, they will be provided subject to the license grant and restrictions contained in the original agreement under which Customer licensed the original Supported Product software from Avaya. Services that include an upgrade (defined as a major change to the Software that introduces new features and functionality and typically designated as a change in the digit(s) to the left of the first decimal point (e.g., [n].y.z), the upgrade will be provided subject to the license grant and restrictions contained in the then current Avaya global end user license, which can be found at <http://support.avaya.com/licenseinfo> or such successor site as designated by Avaya (the "EULA"). Where there is no existing license from Avaya, Supported Products software will be provided subject to the manufacturer's then current license terms and restrictions for the applicable software. Supported Product software may include components provided by third party suppliers that are subject to their own end user license agreements. Customer may install and use these components in accordance with the terms and conditions of the "shrinkwrap" or "clickthrough" end user license agreement accompanying them.

4.2 Terms of Use. Where Services include Subscription Services hosted by or on behalf of Avaya, they will be provided subject to the applicable Terms of Use or Terms of Service for Hosted Services ("Terms of Use"), the Terms of Use will apply in addition to this Agreement and any applicable Service Description. The Terms of Use can be found at <http://support.avaya.com/LicenseInfo>, or such successor site designated by Avaya, and incorporated into this Agreement by reference. Avaya may from time to time post a successor version of the Terms of Use, which will then automatically replace the previously applicable Terms of Use upon the date of posting.

4.3 Subscription Licenses. Subscription licenses are provided subject to the Generally Available Product Terms specified in Schedule A of this Agreement and the then-current [EULA](#) and the terms contained in the applicable Subscription License Terms found at <http://support.avaya.com/LicenseInfo> or a successor site and incorporated herein by this reference.

5. WARRANTY AND LIMITATION OF LIABILITY

5.1 Warranty. Avaya warrants to Customer that Services will be carried out in a professional and workmanlike manner by qualified personnel. Any warranty or remedy for Subscription Services hosted by or on behalf of Avaya will be provided in accordance with the Terms of Use. Third Party Services" means any services provided by a party other than Avaya, and may include, without limitation, services ordered by Customer from third parties or third party branded cloud or other services. However, Avaya Services that are provided by Avaya's subcontractors are not Third Party Services. Avaya provides Third Party Services on an "AS IS" BASIS WITHOUT WARRANTIES OR SERVICE LEVEL AGREEMENTS OF ANY KIND Third Party Services may carry their own warranties or service level agreements and Avaya will pass through to Customer any such warranties or service level agreements to the extent authorized. Exercise of such warranty or service level agreement will be directly between Customer and the third party provider.

5.2 Remedy. If Support Services or Managed Services are not in conformance with the above warranty and Avaya receives Customer's detailed request to cure a non-conformance within thirty (30) days of its occurrence, Avaya will re-perform those Support Services or Managed Services. THIS REMEDY WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND WILL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST AVAYA WITH RESPECT TO THE NON-CONFORMANCE OF SUPPORT SERVICES OR MANAGED SERVICES.

5.3 Disclaimer. Services provided to enhance network security are not a guaranty against malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third parties to create security exposures. Neither Avaya nor its suppliers make any warranty, express or implied that all security threats and vulnerabilities will be detected or that the Services will render an end user's network or particular network elements safe from intrusions and other security breaches.

5.4 The warranties do not extend to any damages, malfunctions, or non-conformities caused by: (i) Customer's use of software in violation of the license granted in Section 4 above or in a manner inconsistent with the Documentation (as defined below); (ii) normal wear due to Supported Product use, including but not limited to Supported Product cosmetics and display scratches; (iii) use of non-Avaya furnished equipment, software or facilities with Supported Products (except to the extent provided in the Documentation); (iv) Customer's failure to follow Avaya's installation, operation or maintenance instructions; (v) Customer's failure to permit Avaya timely access, remote or otherwise, to Supported Products; or (vi) failure to implement all new updates to software provided under this Agreement. Warranties do not extend to Supported Products that have been serviced or modified other than by Avaya or a third party specifically authorized by Avaya to provide the service or modification. EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION, NEITHER AVAYA NOR ITS LICENSORS OR SUPPLIERS MAKES ANY EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY SERVICES INCLUDING ANY SOFTWARE PROVIDED HEREUNDER OR ANY SUPPORTED PRODUCTS OR OTHERWISE RELATED TO THIS AGREEMENT. AVAYA DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF SUPPORTED PRODUCTS OR THAT THE SERVICES, INCLUDING ANY SOFTWARE PROVIDED HEREUNDER, WILL PREVENT TOLL FRAUD. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVAYA DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE WARRANTY REMEDIES EXPRESSLY PROVIDED IN SECTION 5.2 ABOVE WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. "Documentation" means information published in varying mediums which may include product information, operating instructions and performance specifications that are generally made available to users of products. Documentation does not include marketing materials. Documentation shall be used only in support of the authorized use of the associated software supported hereunder.

6. TERM AND TERMINATION

6.1 Term. This Agreement shall continue in effect unless terminated in accordance with this Section. Either party may terminate this Agreement and/or any order hereunder, subject to the termination or cancellation fees specified below, by written notice to the other party effective immediately upon receipt, if the other party fails to cure any material breach of this Agreement within a 30 day period after having received a written notice from the non-breaching party detailing the breach and requesting the breach be cured. Either party may terminate this Agreement for convenience upon 90 (ninety) days written notice. The provisions concerning confidentiality, license grant, license restrictions, import and export control, all limitations of liability, disclaimers and restrictions of warranty, and any terms which, by their nature, are intended to survive termination or expiration of this Agreement will survive any termination or expiration of this Agreement and any order. The provisions contained in this Agreement will continue to apply to any accepted orders until their completion or expiry of their term. Except for termination for uncured breach, any termination of this Agreement will not affect any rights or obligations of the parties under any order accepted before the termination of this Agreement became effective except that the order(s) shall not automatically renew. The imposition and/or payment of cancellation or termination fees in connection with a termination of this Agreement or an order for breach will be without prejudice to the non-breaching party's other remedies available at law or in equity.

6.2 Support Services Term. Unless a different term is mandated in the applicable order or Service Description, Avaya will provide Support Services for an initial term of one year. Support Services will be renewed automatically for successive one year terms (unless a longer renewal period is mandated in the applicable Service Description) applying the then most similar current generally available support plan offering and then current rates, unless either party gives the other written notice of its intent not to renew at least 30 (thirty) days prior to the expiration of the applicable initial or renewal term.

6.3 Managed Services. Unless a longer initial term or different renewal terms are defined in the order or Service Description, Avaya will provide Managed Services for an initial term of 3 (three) years or 4 (four) years and such initial term will be renewed automatically for subsequent 1 (one) year periods, unless either party gives the other party written notice of its intent not to renew at least 90 (ninety) days prior to the expiry.

6.4 Subscription Services. The term or termination of Subscription Services, including applicable termination fees, if any, will be in accordance with the applicable Service Description. Termination or expiry of any Subscription Service order will be deemed to terminate the applicable Subscription Services for Customer and any and all licenses granted under that Subscription Service order. Except as set forth in this Section, in the event that this Agreement expires or terminates during the term of any Subscription Service order, this Agreement will remain in effect solely for purposes of enabling the underlying Subscription Service order. Notwithstanding the foregoing, termination or expiry of the Agreement for an uncured material breach in accordance with this Agreement will be deemed to terminate all underlying Subscription Services orders, unless the parties expressly agree otherwise in writing. Upon termination or expiry of this Agreement and/or termination or expiry of the Subscription Service order for any reason, unless Avaya expressly agrees in writing, Customer will immediately and permanently destroy any materials related to the Subscription Services in Customer's possession or control and immediately cease all access to the Subscription Services, and upon Avaya's request certify the foregoing in writing.

6.5 Termination for convenience. Unless otherwise specified in the applicable Service Description or SOW, Customer may terminate for the following Services in whole or in part as follows: (i) for Support and/or Subscription Services (identified on the order documentation) upon 30 (thirty) days advanced written notice subject to cancellation fees equal to Services fees for 12 (twelve) months or the remaining term whichever is less; or (ii) for Managed Services upon 90 (ninety) days advanced written notice subject to a termination charge which will be calculated using average monthly charge x6 wherein the average monthly charge is equal to the average charges due from the Customer to Avaya for the Managed Services fees provided in the contract in the 6 (six) months immediately preceding the month in which the termination notice was given, unless otherwise specified in the SOW.

7. NO SOLICITATION

During the period Avaya provides Services and one year after completion of all Services or payment by Customer of all fees for Services, whichever occurs later, Customer will not solicit for employment any Avaya employee performing the Services. In the event that Customer hires any Avaya employee performing the Services prior to the end of this period either as an employee or independent, Customer will pay Avaya a finder's fee equal to 100% of the Avaya employee's last gross annual salary, in addition to any other remedies available to Avaya, at law or in equity. Nothing in this Section will restrict Customer's right to recruit or solicit generally in the media or to hire an Avaya employee who answers any advertisement or who applies for hire without having been recruited or solicited personally by Customer.

8. CONFIDENTIAL INFORMATION

"Confidential Information" means either party's business and/or technical information, trade secrets, unpatented inventions or confidential intellectual property, financial information including pricing, discounts, forecasting or other sales data, information acquired during any location visit and other information, regardless of whether in tangible or other form if marked or otherwise expressly identified in writing as confidential. Information communicated verbally will qualify as Confidential Information if: (a) designated as confidential or proprietary at the time of disclosure and summarized in writing within 30 (thirty) days after disclosure, in which case Confidential Information contained in such summary (not information contained solely in the nontangible disclosure) will be subject to the restrictions in this Agreement; or (b) a reasonable person would know, based on the circumstances surrounding disclosure and the nature of the information, that the information should be treated as confidential. Confidential Information excludes information that: (i) is publicly available other than by an act or omission of the receiving party; (ii) subsequent to its disclosure was lawfully received from a third party having the right to disseminate the information without restriction on its dissemination or disclosure; (iii) was known by the receiving party prior to its receipt and was not received from a third party in breach of that third party's confidentiality obligations; (iv) was independently developed by the receiving party without use of the disclosing party's Confidential Information. Notwithstanding the requirements in this Agreement, Confidential Information that is required to be disclosed by U.S. or foreign state or federal law, applicable regulatory authorities (including, but not limited to, either party's obligation to disclose such information pursuant to the rules and regulations promulgated by the U.S. Securities and Exchange Commission), court order or other lawful government action, provided that, to the extent disclosure is required by court or governmental order, only to the extent the receiving party provides prompt written notification to the disclosing party of the pending disclosure so the disclosing party may attempt to obtain a protective order. The receiving party will take reasonable steps to attempt to preserve the confidentiality of the disclosing party's Confidential Information and to provide reasonable assistance to the disclosing party should the disclosing party attempt to obtain a

protective order or other remedy. Each party will (i) protect such Confidential Information received from the other party with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care; (ii) restrict disclosure of such Confidential Information to the receiving party's employees, agents, directors, officers, professional legal advisers, Affiliates or subcontractors with a need to know and who are bound by confidentiality obligations with the receiving party at least as protective as the terms herein ("Authorized Parties"); (iii) advise such Authorized Parties of the obligations assumed herein; (iv) be responsible for any Authorized Party's noncompliance with the terms of this Agreement; and (v) not disclose any Confidential Information to any third party (other than an Authorized Party). Neither party will use or disclose the other party's Confidential Information except as permitted in this Section or for the purpose of performing obligations under this Agreement. The confidentiality obligations of each party will survive for 3 (three) years following the later of expiration or termination of this Agreement and all applicable orders hereunder, or the period required by applicable law, including law governing the protection of personally identifiable information and the protection of trade secrets; provided trade secrets shall remain confidential for so long as they remain trade secrets under applicable law. Upon expiration or termination of this Agreement, written request of the disclosing party or the receiving party's determination that it no longer has a need for the disclosing party's Confidential Information, the receiving party will cease all use of the disclosing party's Confidential Information and will promptly return, or at the disclosing party's request destroy, all Confidential Information, including any copies, in tangible form in that party's possession or under its control, including Confidential Information stored on any medium. Notwithstanding the foregoing, the receiving party may retain copies of the disclosing party's Confidential Information: (a) as part of the receiving party's archival records (including backup systems) that the receiving party keeps in the ordinary course of its business, but only as required by the receiving party's records retention policies, (b) as may be required by law, or (c) if and only to the extent they are relevant to a Dispute between the parties. Such retained Confidential Information may not be used or retained for any purpose other than as set out in subsections (a) through (c), and will be destroyed in the ordinary course of business in compliance with the receiving party's records retention policies. Until such destruction has occurred, Confidential Information so retained will remain subject to the terms of this Agreement. Upon request, a party will certify in writing its compliance with this Section.

9. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE DISCLAIMERS OF LIABILITY AND THE CAP ON AGGREGATE LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. HOWEVER, THEY WILL NOT APPLY IN CASES OF WILLFUL MISCONDUCT, PERSONAL INJURY, BREACHES OF EITHER PARTY'S CONFIDENTIAL INFORMATION, OR BREACHES OF AVAYA'S LICENSE RESTRICTIONS. THE LIMITATIONS OF LIABILITY IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUPPLIERS.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Governing Law. This Agreement and any disputes arising out of or relating to this Agreement ("Disputes"), including without limitation those relating to the formation, interpretation, breach or termination of this Agreement, or any issue regarding the application of Section 10.2 or this Agreement, will be governed by New York State laws applicable to contracts entered into and performed in New York, without regard to choice of law principles that might require application of any other law and/or the United Nations Convention on Contracts for International Sale of Goods.

10.2 Dispute Resolution and Forum. Any Dispute shall be resolved in accordance with the provisions of this Section. The disputing party shall first give the other party written notice of the controversy or claim in accordance with the notice provision of this Agreement. The parties will attempt in good faith to resolve each controversy or claim within 30 (thirty) days, or such other longer period as the parties may mutually agree, following the delivery of such notice, by negotiations between designated representatives of the parties who have dispute resolution authority. If the Dispute has not been resolved within the applicable time period, then either party may bring an action or proceeding solely in either the Supreme Court of the State of New York, New York County, or the United States District Court for the Southern District of New York. Each party to this Agreement consents to the exclusive jurisdiction of those courts, including their appellate courts, for the purpose of all actions and proceedings.

10.3 Injunctive Relief. Nothing in Section 10.2 will be construed to preclude either party from seeking provisional remedies, including but not limited to temporary restraining orders and preliminary injunctions from any court of competent jurisdiction in order to protect its rights at any time.

10.4 Time Limit. Actions on Disputes between the parties must be brought in accordance with this Section within 2 (two) years after the cause of action arises.

11. MISCELLANEOUS

11.1 Compliance. The parties will observe all applicable laws and regulations. Avaya products, technology and Services are subject to applicable import and export control laws and regulations of the United States and other countries. Each party, at its own expense, will comply with applicable export and import laws and regulations, including those of the United States that prohibit or limit export to certain countries, for certain uses, or to certain end-users. Each party agrees to provide the other party the information, support documents and assistance as may be reasonably required in connection with securing necessary authorizations or licenses required for the transactions contemplated by this Agreement or in connection with associated reporting or recordkeeping obligations. Customer certifies that it is not on the U.S. Department of Commerce's Denied Parties List or affiliated lists, the U.S. Department of Treasury's Specially Designated Nationals List or on any other export exclusion list of any other U.S. or non U.S. governmental agency. Customer further certifies that neither the U.S. Bureau of Industry and Security nor any other U.S. or non-U.S. governmental agency has issued sanctions against Customer or otherwise suspended, revoked or denied Customer's import or export privileges. Additional information relevant to Avaya's compliance with applicable export and import laws and regulations can be obtained by contacting Avaya Global Trade Compliance at globaltrade@avaya.com.

11.2 Assignment & Subcontractors. Avaya may assign this Agreement and any order under this Agreement to any of its Affiliates or to any entity to which Avaya may sell, transfer, convey, assign or lease all or substantially all of the assets or properties used in connection with its performance under this Agreement. Any other assignment of this Agreement or any rights or obligations under this Agreement without the express written consent of the other party will be invalid. Avaya may subcontract any or all of its obligations under this Agreement, but will retain responsibility for the work.

11.3 Force Majeure. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including without limitation, fire, flood, Act of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, terroristic acts, hacking, malware, ransomware, business interruption or data loss caused by malicious or criminal act and inability to secure materials or transportation facilities.

11.4 Notices. Any notice required or permitted under this Agreement will be in writing in English (notwithstanding the language of this Agreement) and addressed to person executing the relevant order for Customer at the address on the order form; or if to Avaya: to the Vice President, Commercial Law, 350 Mt Kemble Ave, Morristown, NJ 07960. Notices will be delivered by: (i) personal delivery; (ii) courier or first class mail (with all fees or postage prepaid); (iii) facsimile (with confirmation of transmission); or (iv) to the extent expressly permitted under this Agreement an e-mail of a duly signed PDF document (with receipt confirmed). Notices will be deemed to have been given, as applicable, on the earlier of: (a) the date of receipt; (b) 2 (two) working days after sending by courier; (c) 5 (five) working days after first class posting; (d) next working day after sending by facsimile or email.

11.5 Publicity. Avaya may make reference to this Agreement in its marketing materials or otherwise; provided, that such publicity may only disclose the terms of this Agreement or a specific project under this Agreement with the prior consent of Customer.

11.6 Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and will supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between the parties relating to that subject matter and will not be contradicted or supplemented by any prior course of dealing between the parties. The parties hereby agree that this Agreement shall be binding as between the parties and shall apply to orders placed in accordance with Section 1.1 above as though the Agreement and the orders were executed by hand. Orders may be executed by electronic signature, which will be binding between the parties as though handwritten. Any modifications or amendments to this Agreement must be in writing physically or electronically and signed by both parties. In no event shall electronic mail constitute a modification or amendment to this Agreement. If any provision of this Agreement is determined to be unenforceable or invalid by court decision, this Agreement will not be rendered unenforceable or invalid as a whole, and the provision will be changed and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law. The failure of either party to assert any of its rights under this Agreement, including, but not limited to, the right to terminate this Agreement in the event of breach or default by the other party, will not be deemed to constitute a waiver by that party of its right to enforce each and every provision of the Agreement in accordance with their terms.

11.7 Interpretation. In this Agreement: (i) a reference to the singular includes the plural and vice versa, unless the context otherwise requires; (ii) the headings are inserted for convenience only and will not affect the interpretation of this Agreement; and (iii) whenever the words "include", "includes", "including" or "in particular" (or similar derivatives) are used, they are deemed to be followed by the words "without limitation".

SUPPORT, MANAGED AND SUBSCRIPTION SERVICES TERMS (UNITED STATES)

Schedule A

SUPPLY OF GENERALLY AVAILABLE PRODUCTS

These terms for Supply of Generally Available Products are part of the Support, Managed and Subscription Services Terms (United States) (referred to herein as the "General Terms") between Avaya and Customer, which incorporates them by reference. They apply if and to the extent Customer purchases or receives licenses for Products under this Agreement that are generally available on Avaya's price lists. Products acquired under this Agreement are for use in the ordinary course of Customer's business and are not for resale by Customer. For purposes of this Schedule A, "**Products**" means hardware, licensed Software, and associated Documentation as defined in the EULA, Capitalized terms have the meaning given in this Schedule, the General Terms or other incorporated documents.

1. DELIVERY AND IN-SERVICE DATES

The "**Delivery Date**" means the date on which Avaya delivers Products in accordance with the delivery term stated in Section 0 of this Attachment; or in the case of Software features that can be enabled by Avaya remotely or delivered via electronic means, "**Delivery Date**" means the date the features are enabled or the Software is downloaded to the target processor. Customer agrees that for Software that Avaya delivers electronically to its customers, the instructions posted on Avaya's website for downloading and installation of the Software may be provided in English only. "Shrinkwrap License" is defined in the EULA.

2. ORDER OF PRECEDENCE

In the event of conflict between the terms of this Attachment 1 and the General Terms, the order of precedence is: (i) the terms of this Attachment 1; and (ii) the General Terms. In the event of a conflict between the license terms contained in this Agreement and the license terms the Customer accepts prior to license activation, installation or downloading of the Software that Avaya delivers electronically to its customers, the license terms in this Agreement will prevail, except with respect to third party elements subject to a Shrinkwrap License, in which case the Shrinkwrap License will prevail.

3. PRODUCT CHANGES

Avaya may make changes to Products or modify the drawings and specifications relating to Products, or substitute Products for Products of later design, provided that the changes do not adversely and materially impact Product form, fit or function.

4. CUSTOMER ORDER CHANGES, CANCELLATIONS, OR DELAYS.

4.1 Changes and Cancellation Fees

4.1.1 Product Changes. Avaya may, prior to delivery of a Product: make changes to the Product; modify the drawings and specifications relating to the Product; or substitute the Product for a Product of later design; provided that the changes do not have a materially adverse effect on the function of the Product.

4.1.2 Cancellation of Product Orders. Customer may cancel a Product Order prior to shipping by written notice to Avaya as follows:

4.1.2.1 within 72 hours of Order placement: subject to a cancellation fee of 5% of the purchase price; or

4.1.2.2 more than 72 hours after Order placement: subject to a cancellation fee of 10% of the purchase price.

4.1.3 Avaya may invoice for cancellation fees immediately.

4.1.4 Customer may not cancel an Order once the relevant Products have been shipped.

4.1.5 Changes to Product Orders. The parties may agree to change an Order after Customer has placed it. Such changes may be subject to additional charges.

4.1.6 Delays to Product Orders. Customer may request that the Delivery Date for Products be delayed by up to 75 days from the original Delivery Date. Any request for delay by Customer in excess of 75 days from the Delivery Date will entitle Avaya to cancel the Order for Products that have not yet been delivered, subject to a cancellation fee of 10 % of the Product price for such cancelled Products, payable by Customer upon cancellation by Avaya. The remainder of the Order will remain in full force.

4.2 In addition to the fees set forth above for the cancellation of Product orders, Customer may also be subject to additional fees for associated Services as further described in the applicable Service Description.

5. DELIVERY; RISK OF LOSS; TITLE; SECURITY INTEREST

5.1 Delivery and Risk of Loss. All deliveries of Products will be made CIP (INCOTERMS 2020)

Risk of loss will be as specified in the shipping term. Avaya may charge Customer for shipping and handling charges in relation to the delivery of the Products, which will be reflected as a separate line item in Avaya's invoice. Risk of loss will pass to Customer on the Delivery Date.

5.2 Title to Hardware. Unless hardware is sold on an as-a-Service basis, for hardware delivered in the United States and Canada, title to the hardware will pass to Customer on the Delivery Date and in countries other than the United States and Canada, title to the hardware will pass to Customer upon payment in full of the price for the hardware. Avaya may, in its sole discretion and at any time, waive the requirement of payment prior to passing of title to hardware, in which case title will pass to Customer on the Delivery Date or (if later) on the date of the waiver concerned. For hardware delivered in the United States and Canada, title to the hardware will pass to Customer on the Delivery Date. Title to hardware sold on an as-a-Service basis does not pass to Customer.

5.3 Title to Software does not Pass. Software that is a Product is licensed to Customer as specified in Section 7. Title to Software will remain with Avaya and its licensors (provided that Customer will be entitled to retain the copies of the Software supplied for the duration of the license that applies to the use of the Software concerned).

5.4 Security Interest. Until Avaya has received payment in full from Customer for tangible Products, Customer authorizes Avaya to register Avaya's retention of title pending payment in the applicable official registers of any national or local jurisdiction to which the applicable Product is delivered or physically located. Customer will on request from Avaya (and at Avaya's expense) execute all such documents and take all actions reasonably requested by Avaya to enable Avaya to exercise its rights to security under this Section.

6. INVOICING

Unless otherwise provided in a valid Avaya quotation, proposal, or Service Description, Avaya will invoice Customer for Products on the Delivery Date.

7. WARRANTY

7.1 Warranty. Avaya warrants to Customer that during the applicable warranty period, the Product will conform to and operate in accordance with the applicable Documentation in all material respects. Avaya provides Third Party Products (on an "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND unless Avaya specifies otherwise. However, such Third Party Products may carry their own warranties and Avaya will pass through to Customer any such warranties to the extent authorized. Exercise of such warranty will be directly between Customer and the third party provider.

7.2 Warranty Period. Unless a different period is specified in the applicable order, the warranty periods for Products are as follows: (i) hardware: 12 months, beginning on the In-Service Date for Avaya-installed hardware and on the Delivery Date for all other hardware; and/or (ii) Software and Software media: 90 days, beginning on the In-Service Date for Avaya-installed Software and on the Delivery Date for all other Software.

7.3 Remedies. If a Product is not in conformance with the warranty above and Avaya receives from Customer during the applicable warranty period a written notice describing in reasonable detail how the Product failed to be in conformance, Avaya at its option will: (i) repair or replace the Product to achieve conformance and return the Product to Customer; or (ii) refund to Customer the applicable fees upon return of the non-conforming Product to Avaya. For Software warranty claims, Avaya additionally provides access to available Software corrective content and Product support knowledge base on a self-service basis. Replacement hardware may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent and will be furnished only on an exchange basis. Returned hardware that has been replaced by Avaya will become Avaya's property. Replacement Products are warranted as above for the remainder of the original applicable Product warranty period. THESE REMEDIES WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND WILL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST AVAYA WITH RESPECT TO THE NONCONFORMANCE OF PRODUCTS.

7.4 Warranty Procedures. Products subject to a warranty claim must be returned to Avaya in accordance with Avaya's instructions accompanied by evidence satisfactory to Avaya that the Products remain entitled to warranty protection.

7.5 Costs. If a Product is returned within the applicable warranty period subject to a valid warranty claim, Avaya will not charge for any repair, replacement, error identification or correction, or return shipment of the non-conforming Product. If Avaya determines that the Product was operating in conformance with its applicable warranty, Avaya may charge Customer for error identification or correction efforts, repair, replacement and shipment costs at Avaya's then current rates.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. Customer Owns Customer IP. Customer reserves all rights, including, but not limited to, ownership, title, intellectual property rights and all other rights and interest in and to any computer programs (in object or source code format or any other form), know-how, inventions, processes, data bases, documentation, training materials and any other intellectual property and any tangible embodiments of it (collectively "Intellectual Property" or "IP") that Customer owns and makes available to Avaya (collectively "Customer IP") under this Agreement.

8.2. Avaya Owns Avaya IP. Avaya reserves all rights, including, but not limited to, ownership, title, and all other rights and interest in, and to, any Intellectual Property that Avaya owned prior to providing Services under the Agreement, any Intellectual Property that Avaya develops, creates, or otherwise acquires independently of this Agreement, and any Intellectual Property that Avaya develops, creates, or otherwise acquires (excluding Customer IP) while performing Services under the Agreement.

9. INFRINGEMENT DEFENSE AND INDEMNIFICATION

9.1. Defense and Indemnity. Avaya will defend Customer, at Avaya's expense, against any Claim, as defined below, and will indemnify Customer as provided for in this Section for any judgments, settlements and court awarded attorney's fees resulting from a Claim. Avaya's obligations under this Section are conditioned on the following: (i) Customer promptly notifies Avaya of the Claim in writing upon Customer being made aware of the Claim; (ii) Customer gives Avaya sole authority and control of the defense and (if applicable) settlement of the Claim, and (iii) Customer provides all information and assistance reasonably requested by Avaya to handle the defense or settlement of the Claim. For purposes of this Section, "Claim" means any cause of action in a third party action, suit or proceeding against Customer alleging that a Product as of its delivery date under this Agreement infringes a patent, copyright or trademark.

9.2. Remedial Measures. If a Product becomes, or Avaya reasonably believes use of a Product may become, the subject of a Claim, Avaya may, at its own expense and option: (i) procure for Customer the right to continue use of the Product; (ii) replace or modify the Product; or (iii) refund to Customer a pro-rated portion of the applicable fees for the Product based on a linear depreciation monthly over a five (5) year useful life, in which case Customer will cease all use of the Product and return it to Avaya.

9.3. Exceptions. Avaya will have no defense or indemnity obligation for any Claim based on: (i) a Product that has been modified by someone other than Avaya; (ii) a Product that has been modified by Avaya in accordance with Customer-provided specifications or instructions; (iii) use or combination of a Product with Third Party Products, open source or freeware technology; (iv) Third Party Products, open source or freeware technology; (v) a Product that is used or located by Customer in a country other than the country in which or for which it was supplied by Avaya; or (vi) possession or use of the Product after Avaya has informed Customer of modifications or changes in the Product required to avoid such Claim and offered to implement those modifications or changes, if such Claim would have been avoided by implementation of Avaya's suggestions and to the extent Customer did not provide Avaya with a reasonable opportunity to implement Avaya's suggestions, or (vii) the amount of revenue or profits earned or other value obtained by the use of Products, or the amount of use of the Products. Customer will defend Avaya against any Claim, and will indemnify Avaya for any judgments, settlements and reasonable attorney's fees resulting from a Claim to the extent the Claim is based on subsection (i) or (ii) above. "Third Party Products" means any products made by a party other than Avaya, and may include, without limitation, products ordered by Customer from third parties. However, components of Avaya-branded Products are not Third Party Products if they are both: (i) embedded in Products (i.e., not recognizable as standalone items); and (ii) not identified as separate items on Avaya's price list, quotes, order specifications forms or Documentation.

9.4. **Sole Remedy.** THE FOREGOING STATES AVAYA'S ENTIRE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER PARTY. THE FOREGOING ALSO IS IN LIEU OF, AND AVAYA DISCLAIMS, ALL WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO THE PRODUCT



VCU

VIRGINIA COMMONWEALTH UNIVERSITY STANDARD ADDENDUM

Virginia Commonwealth University, a corporation and an institution of higher education of the Commonwealth of Virginia (VCU) and Avaya, Inc. (Contractor), collectively the "Parties," hereby agree to amend and revise the **SUPPORT, MANAGED AND SUBSCRIPTION SERVICES TERMS (UNITED STATES) (MASTER VERSION 2-2020)** (the "Agreement"). NOW THEREFORE, the VCU Standard Addendum (Addendum), duly executed by the Parties, is attached to and hereby made a part of the Agreement.

Notwithstanding any provisions appearing in the Agreement, none of the following provisions shall have any effect or be enforceable against VCU:

1. Requiring payment terms contrary to net thirty (30) days following receipt of a proper invoice, receipt of goods, or services rendered, whichever occurs later, in accordance with §§2.2-4347 through 2.2-4354 of the Code of Virginia, known as the "Prompt Payment Act";
2. Imposing interest charges contrary to those specified by the Code of Virginia, §§2.2-4347 through 2.2-4354, known as the "Prompt Payment Act";
3. Requiring VCU to reimburse for travel and living expenses in excess of VCU Travel Guidelines and Procedures;
4. Renewing or extending the Agreement beyond the initial term or automatically continuing the contract period from term to term;
5. Requiring any total or partial compensation or payment for lost profit or liquidated damages by VCU if the Agreement is terminated before its ordinary period;
6. Requiring VCU to maintain any type of insurance either for VCU's benefit or for Contractor's benefit;
7. Limiting the liability of Contractor for property damage or personal injury;
8. Disclaiming Contractor's negligence;
9. Requiring VCU to indemnify, defend, or to hold harmless Contractor or any third party for any act or omission;
10. Requiring VCU to give sole or exclusive authority to Contractor to defend or settle a claim with regard to Contractor's duty to indemnify VCU to the extent such settlement would impose an unindemnifiable liability of VCU, in which case Contractor shall request written consent to settle such claim from VCU and such consent shall not be unreasonably withheld;
11. Granting Contractor a security interest in property of VCU or the Commonwealth of Virginia;
12. Permitting Contractor to use any VCU name, logo, symbol, or mark without VCU's prior written approval;
13. Requiring VCU to keep the terms of the Agreement or price paid by VCU confidential or designating the terms of the Agreement or price paid by VCU as proprietary information;
14. Limiting in any way VCU's obligations to disclose records as required under the Virginia Freedom of Information Act;
15. Requiring VCU to provide prior notice to Contractor before complying with a FOIA request;
16. Requiring VCU to receive permission from Contractor prior to VCU disclosing records under the Virginia Freedom of Information Act;
17. Permitting unilateral modification of the Agreement by Contractor, or deeming VCU to agree to a modification by means other than affirmatively signing a written modification agreement;
18. Limiting or extending the time period within which claims may be made or actions may be brought;
19. Requiring VCU to waive rights that may only be waived by the Attorney General of the Commonwealth of Virginia;

20. Requiring VCU to resolve any dispute arising under or relating to the Agreement through arbitration or any other form of alternative dispute resolution, or requiring waiver of a jury trial;
21. Obligating VCU to pay costs of collection or attorneys' fees;

22. Requiring VCU to agree to or be subject to any form of equitable relief not authorized by the Constitution or the laws of the Commonwealth of Virginia.
23. Requiring the application of the laws of any state other than the Commonwealth of Virginia in interpreting or enforcing the Agreement, or requiring or permitting any dispute under the Agreement be resolved in the courts of any state other than the Commonwealth of Virginia;
24. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the signatory to bestow or incur on behalf of the Commonwealth of Virginia;
25. Requiring that the Agreement be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of VCU before the Agreement is considered in effect; and
26. Delaying the acceptance of the Agreement or its effective date beyond the date of execution.

In addition, the Agreement is amended to include the following provisions:

To the extent that VCU provides to Contractor any identifiable student information, including student address, phone number and email address, VCU hereby designates Contractor as a school official with a legitimate educational interest in using such student information, and Contractor agrees to use such information only for the purpose of fulfilling its obligations under the Agreement and further agrees not to disclose any such student information to any individual other than the student except as required by law or authorized in writing by VCU or the individual student.

In its performance under the Agreement, Contractor acts and will act as an independent contractor, and not as an agent, employee, or legal representative of VCU.

Notwithstanding anything to the contrary in the Agreement, to the extent permitted by the Virginia Tort Claims Act, § 8.01-195.1, et. seq. of the Code of Virginia, as amended, and other applicable statutes relating to claims against the Commonwealth of Virginia or its agencies, VCU shall be liable only for the negligent acts or omissions of its officers, employees, and agents. Nothing contained herein or in the Agreement shall constitute a waiver of the sovereign immunity of VCU or the Commonwealth of Virginia. The total cumulative liability of the Commonwealth of Virginia, its officers, employees and agents in connection with the Agreement or in connection with any goods, services, actions, or omissions relating to the Agreement, shall not under any circumstance exceed the maximum purchase price.

Contractor shall be liable for the actual damages caused by itself, its officers, employees, affiliates, agents, and subcontractors in connection with the Agreement or in connection with any goods, services, actions, or omissions relating to the Agreement.

The Agreement and this Addendum have been reviewed by Contractor. Its substantive terms are appropriate to the needs of Contractor and sufficient funds have been allocated for its performance by Contractor. The Agreement and this Addendum are subject to the availability of funding provided by the Virginia General Assembly or other applicable sources for the fulfilment of this specific purpose. To the extent any provision of the Agreement is prohibited by Virginia law, or is otherwise not authorized by Virginia law due to VCU's status as an agency of the Commonwealth of Virginia, such provision is null, void, and unenforceable. VCU does not waive any rights, claims, remedies, or defenses it may have under Virginia law as an agency of the Commonwealth of Virginia.

If Contractor is a registered vendor in eVA or RealSource, Contractor is responsible for the security of its portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information.

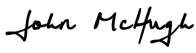
If the Agreement is valued more than \$10,000, then during the performance of the Agreement the following two provisions apply: (1) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer; and (2) Contractor agrees to (a) provide a drug-free workplace for Contractor's employees; (b) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (c) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (d) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum controls. In the event Contractor enters into terms of use agreements or understandings, whether electronic, click-through, verbal or in writing, with VCU employees or other VCU end users, such agreements shall be null, void, and without effect. The Agreement and this Addendum constitute the entire understanding of the Parties and supersede all prior oral or written agreements.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

Virginia Commonwealth University


DocuSigned by:

Signature

John McHugh
Name

Director, Procurement Services
Title

3/21/2022
Date

~~Contractor~~ Avaya, Inc.

DocuSigned by:

Signature

Rick Wharton
Name

GM and Regional Sales Leader
Title

03/22/22
Date

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Publicly Accessible Contract (the “PAC”), effective the date the last signature is affixed below, is by and between Virginia Commonwealth University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the "University"), and ConvergeOne, Inc. (“Contractor”).

WITNESS

WHEREAS, the University and Contractor have executed an agreement, Contract# C000 2117, dated **March 21, 2022** (the “Primary Agreement”), and included in the Primary Agreement is a third party access / cooperative clause.

WHEREAS, the University and Staffing Agency wish to express in this PAC the specific terms that will allow third party access to the Primary Agreement.

NOW THEREFORE, in consideration of the mutual promises and provisions hereof, the parties agree as follows:

I. Definitions:

- A. Consortium membership shall mean the 12 Virginia Public Higher Education institutions and the Virginia Community College System. Current membership is available at <http://vhepc.org/>
- B. Non-Consortium entities shall mean any and all state and local governments, school districts, public bodies, and public or private health or higher education institutions.

II. Contractor will:

- A. Pay the University one percent (1%) of all sales to non-Consortium entities outside of the Consortium membership associated with the Primary Agreement (as the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
- B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
- C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium entity;
- D. Extend same discounts as delineated in the Primary Agreement for all accessing entities.

III. The University/Consortium will:

- A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium entities;
- B. Maintain an approved version of Contractor's logo on the Consortium website.

IV. Term

- A. The term of this Agreement is co-terminous with the Primary Agreement.

V. Payment

- A. Payment of PAC Annual Fee will arrive at the University no later than October 31st of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to **Virginia Commonwealth University** and sent to:

Alex McWhorter, Office Manager
Procurement Services
Virginia Commonwealth University
912 West Grace Street, 5th Floor
Box 980327
Richmond, Virginia 23298

VI. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; or (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt. All such notices will be addressed to a party at such party's address shown below.

If to the University:

John McHugh, Director
Procurement Services
Virginia Commonwealth University
912 West Grace Street, 5th Floor
Box 980327
Richmond, Virginia 23298
Email: mchughj2@vcu.edu

If to Contractor:

Attn: Legal Department
ConvergeOne, Inc.
10900 Nesbitt Avenue South
Bloomington, MN 55437

IN WITNESS WHEREOF, the Parties hereto, each by a duly authorized representative, have executed this PAC as of the Effective Date.

Virginia Commonwealth University

DocuSigned by:

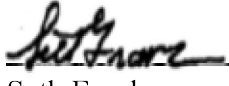
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John McHugh
Director, Procurement Services

3/2/2022

Date

ConvergeOne, Inc.



Seth Frank
Regional Vice President

03/21/2022

Date

Contract #: C0002117