Amendment No. 1
to
MA 5600 NC170000019
for
Software and Support
between
ConvergeOne, Inc. (Contractor)
and the
City of Austin

1.0 The above referenced contract is amended as follows:

Extend the Date of Expiration to January 25, 2022;

Replace DIR contract DIR-TSO-2687 with DIR-TSO-4308; and

Incorporate attached Mutual Nondisclosure Agreement.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract: 01/26/17 – 01/25/20	$3,327,000.00	$3,327,000.00
Amendment No. 1: Extension 01/26/20 – 01/25/22 Replace DIR contract Incorporate Mutual Nondisclosure Agreement	$0.00	$3,327,000.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.
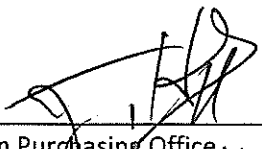
Authorized Representative:

Contractor Signature: _____

Printed Name: David Garlich, Regional Vice President

Date: ___01/23/2020_____

ConvergeOne, Inc.
110 Wild Basin Road South
Austin, Texas 78746

Signature: _____
City of Austin Purchasing Office
Printed Name: ___Jim Howard_____

Date: \1/28/20 ___

City of Austin
124 W. 8th St., Ste. 310
Austin, TX 78701

Mutual Nondisclosure Agreement

This Mutual Nondisclosure Agreement ("Agreement"), effective January 26, 2020 ("Effective Date"), is made by and between CONVERGEONE, INC., a Minnesota corporation, with its principal place of business at 10900 Nesbitt Avenue South, Bloomington, MN 55437 and City of Austin, a Texas home-rule municipal corporation with its principal place of business at P.O. Box 1088, Austin, TX 78767.

1.   To further a potential or existing business relationship between the parties and in consideration of their mutual promises, it is necessary and desirable that each party to this Agreement may furnish the other party to this Agreement with certain secret or proprietary information. The party disclosing such information shall be the "Discloser" and the party receiving such information shall be the "Recipient" for purposes of interpreting this Agreement.

2.   As used in this Agreement, "Confidential Information" shall mean any and all technical or business information which is:

(a)   furnished in whatever form or medium, or disclosed by one party to the other including, but not limited to, engineering, production, developmental, marketing, sales, operations, performance, process, financial, know-how, product/service specifications, prototypes, models, computer programs, databases, drawings and personnel statistics, which are marked as confidential or proprietary by Discloser; or

(b)   disclosed orally or otherwise intangibly, and which Discloser indicates at the time of disclosure to be confidential or proprietary and summarizes and confirms in writing to Recipient within thirty (30) days of such disclosure that such information is also Confidential Information; or

(c)   property of third persons furnished or otherwise disclosed by Discloser, unless specifically indicated in writing to the contrary.

3.   Confidential Information shall not be deemed to be in the public domain merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public.

4.   Discloser warrants and represents that Discloser possesses all necessary powers, rights and authority to lawfully make the disclosures subject to this Agreement.

5.   Recipient agrees:

(a)   to hold Confidential Information in confidence for a period of five (5) years from the date of receipt unless otherwise agreed in writing;

(b)   to use Confidential Information solely for the purpose of this Agreement or by written permission of Discloser;

(c)   not to copy Confidential Information unless specifically authorized by Discloser;

(d)   to make requests for Confidential Information only as necessary for the purpose set forth in this Agreement;

(e)   to not use the disclosing party's Confidential Information for the purpose of manufacturing or marketing competing products or services for its own account or that of third parties; and

(f)   to exercise the same degree of care used to restrict disclosure and use of its own information of like importance, and in no event less than due care.

6.   Recipient may disclose Confidential Information as necessary for the purposes of this Agreement to its officers, directors, employees, contractors, subcontractors, affiliates and vendors having a reasonable need to know said Confidential Information provided that prior to any such disclosure being made, the receiving party shall have agreed with Recipient in writing to use and protect the Confidential Information in accordance with the terms of this Agreement.

7.   Recipient agrees that in the event permission is granted to copy Confidential Information, each such copy shall contain and state the same confidential or proprietary notices or legends, if any, which appear on the original.

8.   Nothing in this Agreement shall be construed as granting to Recipient any right or license under any copyrights, trade secrets, patents, or any other similar rights now or hereafter owned or controlled by Discloser. Neither party shall use any trade name, service mark, or trademark of the other or refer to the other party in any promotional activity or material without first obtaining the prior written consent of the other party.

9.   Neither party has any obligation to disclose confidential information to the other party. Either party may, at any time, cease giving confidential information to the other party without any liability.

10.   Either party may terminate this Agreement at any time without cause upon notice to the other party. Upon termination of this Agreement for any reason, or upon request of Discloser, all tangible embodiments of Confidential Information, together with any copies of same, shall be returned to Discloser or certified in writing to be destroyed by Recipient. **Absent termination, this Agreement shall expire two (2) years from the Effective Date.**

11.   The requirements of use and confidentiality set forth in this Agreement shall survive after termination

or expiration of this Agreement and shall also survive after return of tangible embodiments of Confidential Information.

12. The obligations imposed in this Agreement shall not apply to any information that:

      (a) is already in the possession of or is independently developed by Recipient; or

      (b) becomes publicly available through no fault of Recipient; or

      (c) is obtained by Recipient from a third person who is under no obligation of confidence to the party whose Confidential Information is disclosed; or

      (d) is disclosed without restriction by Discloser; or

      (e) must be disclosed by law or court order, provided Discloser is given written notice before such disclosure.

13. Except for the obligations of use and confidentiality imposed in this Agreement, no obligation of any kind is assumed or implied against either party by virtue of the parties' meetings or conversations with respect to the Confidential Information.

14. Without the prior written consent of the other party, neither party shall disclose to any third person the existence or purpose of the Agreement, its terms or conditions, or the fact that discussions are taking place and that Confidential Information is being shared, except (a) as may be required by law or court order and then only after first notifying in writing the other party of such required disclosure or (b) as may be disclosed to its officers, directors, employees, contractors, subcontractors, affiliates and vendors having a reasonable need to know about the existence or purpose of this Agreement.

15. **DISCLOSER PROVIDES CONFIDENTIAL INFORMATION ON AN "AS IS" BASIS AND MAKES NO WARRANTIES.**

Discloser will not be liable for any damages arising out of use of Confidential Information. Disclosure of Confidential Information containing business plans is for planning purposes only. Discloser may change or cancel its plans at any time. Use of Confidential Information is at Recipient's own risk.

16. The parties agree that a breach of the confidentiality obligations by Recipient will cause immediate and irreparable damage to Discloser and shall entitle Discloser to seek injunctive relief in addition to all other remedies.

17. This Agreement shall be construed in accordance with the laws of the State of Minnesota, without giving effect to principles of conflict of laws.

18. The failure of either party to enforce any right resulting from breach of any provision of this Agreement by the other party shall not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.

19. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to be sufficiently given if delivered by hand or if sent by courier, receipt requested, or by registered air mail, postage prepaid, addressed to the addresses first set forth above or to such other address as may be furnished for such purpose by notice duly given. Such notice shall be deemed to have been given when delivered by hand or two (2) days after deposit with the courier or mail service.

20. This Agreement is the entire agreement between the parties with respect to its subject matter. No provision of this Agreement shall be deemed waived, amended or modified by any party, unless such waiver, amendment or modification is made in writing and signed by both parties. This Agreement supersedes all previous agreements between the parties relating to its subject matter.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this Agreement as of the Effective Date.

CONVERGEONE, INC.

By: _____
                    (signature)

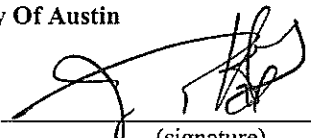David Garlich
_____
            (print name)

Regional Vice President
_____
              (title)

City Of Austin

By: _____
                    (signature)

Jim Howard
_____
            (print name)

IT Procurement Manager
_____
              (title)

C1 MNDA 01.18.19

CONTRACT BETWEEN THE CITY OF AUSTIN
And
CONVERGEONE, INC. ("Contractor")
For
AVAYA TELEPHONY HARDWARE AND SOFTWARE SUPPORT

This Contract is between Convergeone, Inc. having offices at 110 Wild Basin Road South, Suite 230, Austin, TX 78746 and the City, a home-rule municipality incorporated by the State of Texas. Solicitation requirements are met by using Department of Information Resources Contract No. DIR-TSO-2654

1.1 **This Contract is composed of the following documents:**

    1.1.1 DIR-TSO-2654

    1.1.2 This Contract

    1.1.3 Exhibit A, Supplemental Terms

    1.1.4 Exhibit B, Convergeone, Inc. Offer and Scope of Work

    1.1.5 Exhibit C, Support Agreement

    1.1.6 Exhibit D, Non-Discrimination Certification

    1.1.7 Exhibit E, Non-Suspension or Debarment Certification

1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

    1.2.1 DIR-TSO-2654

    1.2.2 This Contract

    1.2.3 Exhibit A

    1.2.4 Exhibit B

    1.2.5 Exhibit C

1.3 **Quantity.** Quantity of goods or services as described in Exhibit B.

1.4 **Term of Contract.** The Contract will be in effect on the date executed by the City (Effective Date) and shall remain in effect for 36 months or the City terminates the Contract.

1.5 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of $3,327,000.00, including all fees and expenses.
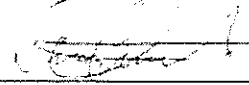
This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CONVERGEONE, INC.

CITY OF AUSTIN

Craig Chumley
_____
Printed Name of Authorized Person

Jane Neal
_____
Printed Name of Authorized Person

_____
Signature

Jane Neal
_____
Signature

Regional Vice President
_____
Title:

Buyer II
_____
Title

January 25, 2017
_____
Date:

_01/26/2017_
_____
Date:

Exhibit Listing

Exhibit A   Supplemental Terms
Exhibit B   Convergeone, Inc. Offer and Scope of Work
Exhibit C   Support Agreement
Exhibit D   Non Discrimination Certification
Exhibit E   Non Suspension or Debarment Certification

Exhibit A
Supplemental Terms

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Mark Shoonmaker, Phone: 512-758-7290, Email: MSchoonmaker@NACR.com. The City's Contract Manager for the engagement shall be John Regalado; Phone: 512-974-1480, Email: John.Regalado@austintexas.gov.

2. **Invoices.**

   Invoices shall be emailed to the below address:

	City of Austin
Department	Communication Technology Management (CTM)
Attention	Accounts Payable
Email Address	CTMAPInvoices@austintexas.gov

3. **Travel Expenses.** Travel expenses are not authorized under this Contract.

4. **Equal Opportunity**

   4.1.1   **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D.   Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

   4.1.2   **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5. **Audits and Records**

   5.1.1   The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit and/or examine any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

   5.1.2   Records Retention:

   5.1.2.1 Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contactor's internal administration.

   5.1.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City.

   5.1.3   The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

6. **Place and Condition of Work**

The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases an holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7. **Insurance: The following insurance requirements apply.**

    i. General Requirements.

    1. The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

    2. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

    3. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

    4. The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

    5. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

    6. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

    7. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

    8. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies (with the exclusion of Professional Liability) required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

    9. If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

    10. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of those policies applicable to the contract and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms,

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conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

11. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

12. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

13. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

14. The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

ii.   Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

1.   Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

a.   Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

b.   Contractor/Subcontracted Work.

c.   Products/Completed Operations Liability for the duration of the warranty period.

d.   Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

e.   Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

f.   The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

2.   Professional Liability Insurance. The Contractor shall provide coverage, at a minimum limit of $1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Agreement. The required coverage shall extend to technology licensed and/or purchased, including any Software licensed or Hardware purchased under this Contract. If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

3.   Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident. The policy shall contain the following endorsements:

a. Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

    b. Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

    c. The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

    4. ==Worker's Compensation and Employers' Liability Insurance==. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and
$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

    a. The Contractor's policy shall apply to the State of Texas.

    b. Waiver of Subrogation, Form WC420304, or equivalent coverage.

    c. Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.

    5. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

8. Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.

    1. All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

    2. The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

    3. If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Exhibit B
Convergeone, Inc. Offer and Scope of Work

City of Austin - Avaya IP Telephony Equipment

Sold To	Description	Coverage	Quantity	Monthly Unit List	Discount	iscounted Unit	xtended Annual Price
3709958	1124 S. IH35	Coverage	Quantity	Monthly Unit List	Discount	iscounted Unit	xtended Annual Price
3709958	MM716 Analog Media Module 24 FXS RHS	Full Coverage 8x5	1	$0.00	6.50%	$ -	$ -
3709958	G450 Chassis/Main Board/80 channel DSP Daughterboard	Full Coverage 8x5	1	$0.00	6.50%	$ -	$ -
3709958	G450 Power Supply Unit 400W AC	Full Coverage 8x5	1	$0.00	6.50%	$ -	$ -
3709958	MM710B E1/T1 Media Module	Full Coverage 8x5	1	$0.00	6.50%	$ -	$ -
3709958	S8300D Server	Full Coverage 8x5	1	$0.00	6.50%	$ -	$ -
3709958	Switchroom Sneak Fuse	Full Coverage 8x5	1	$0.00	6.50%	$ -	$ -
3709958	SA On-Site 8x5 Supt CM Medium Gateway	Onsite 8x5	1	$76.00	6.50%	$ 71.06	$ 852.72
3709958	G450 Chassis/Main Board/80 channel DSP Daughterboard	Onsite 8x5	1		6.50%	$ -	$ -
3709958	SA On-Site 8x5 Supt CM Small Server	Onsite 8x5	1	$50.16	6.50%	$ 46.90	$ 562.80
3709958	S8300D Server	Onsite 8x5	1	$0.00	6.50%	$ -	$ -
3709958	Supt Adv Preferred Tracking Remote Site Aura TM R6	Preferred	1	$0.00	6.50%	$ -	$ -
3709958	Supt Adv Preferred Tracking Remote Site Aura SLA R2	Preferred	1	$0.00	6.50%	$ -	$ -
5013209	301 W. 2nd St	Coverage	Quantity	Monthly Unit List	Discount	iscounted Unit	xtended Annual Price
5013209	IPSI2 Circuit Pack TN2312BP RHS	Full Coverage 24x7	2	$0.00	6.50%	$ -	$ -
5013209	C-LAN Interface Circuit Pack TN799DP RHS	Full Coverage 24x7	10	$0.00	6.50%	$ -	$ -
5013209	VAL Circuit Pack TN2501AP	Full Coverage 24x7	1	$0.00	6.50%	$ -	$ -
5013209	IP 320 Media Resource TN2602AP	Full Coverage 24x7	2	$0.00	6.50%	$ -	$ -
5013209	DL360G7 Server CM Simplex/Duplex/MBT/SBC	Full Coverage 24x7	2	$0.00	6.50%	$ -	$ -
5013209	G650 Media Gateway RHS	Full Coverage 24x7	2	$0.00	6.50%	$ -	$ -
5013209	USB Modem MT9234ZBA V.92 56K	Full Coverage 24x7	1	$0.00	6.50%	$ -	$ -
5013209	Switchroom Sneak Fuse	Full Coverage 24x7	2	$0.00	6.50%	$ -	$ -
5013209	Definity Network 1 Carrier Multiple Port	Full Coverage 24x7	1	$0.00	6.50%	$ -	$ -
5013209	Circuit Pack DS1C Converter TN1654	Full Coverage 24x7	4	$0.00	6.50%	$ -	$ -
5013209	Definity Multi Carrier Cabinet EPN RELEA	Full Coverage 24x7	1	$0.00	6.50%	$ -	$ -
5013209	Integrated CSU RHS	Full Coverage 24x7	2	$0.00	6.50%	$ -	$ -
5013209	Circuit Pack TN1654 DS1 Converter	Full Coverage 24x7	2	$0.00	6.50%	$ -	$ -
5013209	CP-TN775B S11 EPN Maint"	Full Coverage 24x7	1	$0.00	6.50%	$ -	$ -
5013209	Circuit Pack Tone Clock TN2182B	Full Coverage 24x7	3	$0.00	6.50%	$ -	$ -
5013209	Facility Test Circuit Pack TN771DP RHS	Full Coverage 24x7	1	$0.00	6.50%	$ -	$ -
5013209	Bus Terminator Circuit Pack AHF110 RHS	Full Coverage 24x7	2	$0.00	6.50%	$ -	$ -
5013209	Call Classifier Circuit Pack TN744E RHS	Full Coverage 24x7	1	$0.00	6.50%	$ -	$ -
5013209	DS1 Interface TN464HP RHS	Full Coverage 24x7	2	$0.00	6.50%	$ -	$ -
5013209	SA On-site 24 x7 Supt Application Medium Server 3YR AN PREPD	Full Coverage 24x7	1	$193.75	6.50%	$ 181.11	$ 2,188.32
5013209	DL360G7 Server Session Manager	Full Coverage 24x7	1	$0.00	6.50%	$ -	$ -
5013209	DL360G7 Server System Manager	Full Coverage 24x7	1	$0.00	6.50%	$ -	$ -
5013209	DL360G7 Server CM-ESS	Full Coverage 24x7	1	$178.26	6.50%	$ 166.67	$ 1,999.45
5013209	SA On-site 24x7 Supt CM Large Gateway 3YR AN PREPD	Full Coverage 24x7	2	$107.25	6.50%	$ 100.28	$ 2,406.72
5013209	G650 Media Gateway RHS	Full Coverage 24x7	2	$0.00	6.50%	$ -	$ -
5013209	SA On-site 8x5 Supt MM Storage Application Server 3YR AN PRE	Full Coverage 24x7	1	$234.07	6.50%	$ 218.85	$ -
5013209	DL360G7 Server Aura Messaging Standard Storage	Full Coverage 24x7	2	$0.00	6.50%	$ -	$ -
5013209	Supt Adv Preferred Tracking Remote Site AuraTM R6	Preferred	1	$0.00	6.50%	$ -	$ -
5013209	Supt Adv Preferred Tracking Remote Site SLA R2	Preferred	1	$0.00	6.50%	$ -	$ -
2916506	505 Barton Springs Rd	Coverage	Quantity	Monthly Unit List	Discount	iscounted Unit	xtended Annual Price
2916506	IPSI2 Circuit Pack TN2312BP RHS	Full Coverage 24X7	2	$0.00	6.50%	$ -	$ -
2916506	Val Circuit Pack TN2501AP	Full Coverage 24X7	2	$0.00	6.50%	$ -	$ -
2916506	IP 320 Media Resource TN2602AP	Full Coverage 24X7	1	$0.00	6.50%	$ -	$ -
2916506	G650 Media Gateway RHS	Full Coverage 24X7	2	$0.00	6.50%	$ -	$ -
2916506	MM711 Analog Media Module - Non GSA	Full Coverage 24X7	1	$0.00	6.50%	$ -	$ -
2916506	G430 Media Gateway Non GSA	Full Coverage 24X7	1	$0.00	6.50%	$ -	$ -
2916506	CP Anlg LN TN742 8Pt	Full Coverage 24X7	1	$0.00	6.50%	$ -	$ -
2916506	Definity Circuit Pack TN754C Digital LIN	Full Coverage 24X7	3	$0.00	6.50%	$ -	$ -
2916506	Circuit Pack Analog Line 16 Port TN746B	Full Coverage 24X7	18	$0.00	6.50%	$ -	$ -
2916506	Definity Circuit Pack Digital 2 Wire 24	Full Coverage 24X7	7	$0.00	6.50%	$ -	$ -
2916506	Definity Multi Carrier Expansion Port NE	Full Coverage 24X7	1	$0.00	6.50%	$ -	$ -
2916506	Circuit Pack TN793 Analog Line 24 Port	Full Coverage 24X7	29	$0.00	6.50%	$ -	$ -
2916506	Digital Feat Key Mod	Full Coverage 24X7	2	$0.00	6.50%	$ -	$ -
2916506	Circuit Pack TN747B Central Office Trunk Interface	Full Coverage 24X7	2	$0.00	6.50%	$ -	$ -
2916506	Circuit Pack TN1654 DS1 Converter	Full Coverage 24X7	2	$0.00	6.50%	$ -	$ -
2916506	Circuit Pack TN763D Aux Trunk Interface	Full Coverage 24X7	1	$0.00	6.50%	$ -	$ -
2916506	Circuit Pack Tone Detector TN748D	Full Coverage 24X7	3	$0.00	6.50%	$ -	$ -
2916506	CP-TN775B S11 EPN Maint"	Full Coverage 24X7	1	$0.00	6.50%	$ -	$ -
2916506	Circuit Pack Facility Test Board TN771D	Full Coverage 24X7	1	$0.00	6.50%	$ -	$ -
2916506	Circuit Pack TN2181 Digital Line 16 Port	Full Coverage 24X7	1	$0.00	6.50%	$ -	$ -
2916506	Circuit Pack Tone Clock TN2192B	Full Coverage 24X7	3	$0.00	6.50%	$ -	$ -
2916506	Circuit Pack TN570C Expansion Interface	Full Coverage 24X7	2	$0.00	6.50%	$ -	$ -
2916506	Circuit Pack TN2224B Digital Line 24 Port	Full Coverage 24X7	10	$0.00	6.50%	$ -	$ -
2916506	Call Classifier Circuit Pack TN744E RHS	Full Coverage 24X7	1	$0.00	6.50%	$ -	$ -
2916506	24 Port Analog Line Circuit Pack TN793CP RHS	Full Coverage 24X7	3	$0.00	6.50%	$ -	$ -
2916506	DS1 Interface TN464HP RHS	Full Coverage 24X7	4	$0.00	6.50%	$ -	$ -
2916506	SA On-site 24X7 Supt CM Large Gateway 3YR AN PREPD	Onsite 7X24	2	$107.26	6.50%	$ 100.28	$ 2,406.72
2916506	G650 Media Gateway RHS	Onsite 7X24	2	$0.00	6.50%	$ -	$ -
2916506	Supt Adv Preferred Tracking Remote Site Aura TM R6	Preferred	1	$0.00	6.50%	$ -	$ -
2916506	SA Prefer Supt SAL R15 Policy Server Downloadable Tracking	Preferred	2	$0.00	6.50%	$ -	$ -
2916506	SA Prefer Supt SAL R2 Standalone Gateway Downloadable Tracki	Preferred	1	$0.00	6.50%	$ -	$ -
2916506	Supt Adv Preferred Tracking Remote Site SLA R2	Preferred	1	$0.00	6.50%	$ -	$ -

7

2916703	1520 Rutherford Ln	Coverage	Quantity	Monthly Unit List	Discount	iscounted Uni	xtended Annual Price
2916703	DL360G7 Server CM Simplex/Duplex/MST/SBC	Full Coverage 24X7	1	$0.00	6.50%	$ -	$ -
2916703	Circuit Pack: Direct Inward Dial	Full Coverage 24X7	1	$0.00	6.50%	$ -	$ -
2916703	Definity Terminal Enterprise Mgmt 715 BC	Full Coverage 24X7	1	$0.00	6.50%	$ -	$ -
2916703	Definity Multi Carrier Expansion Port NE	Full Coverage 24X7	1	$0.00	6.50%	$ -	$ -
2916703	Definity One Circuit Pack: Analog 24 Port	Full Coverage 24X7	2	$0.00	6.50%	$ -	$ -
2916703	Circuit Pack: TN747B Central Office Trunk Interface	Full Coverage 24X7	2	$0.00	6.50%	$ -	$ -
2916703	Circuit Pack: TN1654 DS1 Converter	Full Coverage 24X7	2	$0.00	6.50%	$ -	$ -
2916703	Circuit Pack: Tone Detector TN748D	Full Coverage 24X7	2	$0.00	6.50%	$ -	$ -
2916703	CP-TN775B S11 EPN Maint"	Full Coverage 24X7	1	$0.00	6.50%	$ -	$ -
2916703	Circuit Pack: Facility Test Board TN771D	Full Coverage 24X7	1	$0.00	6.50%	$ -	$ -
2916703	Circuit Pack: DS1 Interface TN464F	Full Coverage 24X7	1	$0.00	6.50%	$ -	$ -
2916703	Circuit Pack: Tone Clock TN2182B	Full Coverage 24X7	1	$0.00	6.50%	$ -	$ -
2916703	Circuit Pack: TN570C Expansion Interface	Full Coverage 24X7	2	$0.00	6.50%	$ -	$ -
2916703	Circuit Pack: TN2224B Digital Line 24 Port	Full Coverage 24X7	15	$0.00	6.50%	$ -	$ -
2916703	SA On-site 7X7 Supt Application Medium Server 3YR An Prepd	Onsite 7X24	3	$123.75	6.50%	$ 115.71	$ 4,155.56
2916703	DL360G7 Server System Manager	Onsite 7X24	1	$0.00	6.50%	$ -	$ -
2916703	DL360G7 Server AES	Onsite 7X24	1	$0.00	6.50%	$ -	$ -
2916703	DL360G7 Server AES	Onsite 7X24	1	$0.00	6.50%	$ -	$ -
2916703	SA On-site 24X7 Supt CM Medium Server 3YR An Prepd	Onsite 7X24	2	$178.20	6.50%	$ 166.62	$ 3,999.88
2916703	SA On-Site 24X7 Supt CMS Midsize Server 3YR An Prepd	Onsite 7X24	1	$288.75	6.50%	$ 269.98	$ 3,239.76
2916703	R620 Server CMS R17 Midsize	Onsite 7X24	1	$0.00	6.50%	$ -	$ -
2916703	SA On-site 24X7 Supt MM Storage/Application Server 3YR An Prei	Onsite 7X24	2	$254.70	6.50%	$ 237.58	$ 5,701.92
2916703	DL360G7 Server Aura Messaging Standard Storage	Onsite 7X24	1	$0.00	6.50%	$ -	$ -
2916703	DL360G7 Server Aura Messaging Hi-Cap Storage	Onsite 7X24	1	$0.00	6.50%	$ -	$ -
2916703	SA On-site 24x7 Application Large Server 3YR An Prepd	Onsite 7X24	2	$247.50	6.50%	$ 231.41	$ 5,553.84
2916703	SA Prefer Supt AES R6 Basic TSAPI 3YR An Prepd	Preferred	115	$0.26	6.50%	$ 0.24	$ 331.20
2916703	Upgrade Advantage AES R6 Basic TSAPI 3YR An Prepd	Preferred	115	$0.20	40.00%	$ 0.12	$ 165.60
2916703	SA Prefer Supt AES R6 DMCC Basic 3YR An Prepd	Preferred	30	$0.26	6.50%	$ 0.24	$ 86.40
2916703	Upgrade Advantage AES R6 DMCC Basic 3Yr An Prepd	Preferred	30	$0.20	40.00%	$ 0.12	$ 43.20
2916703	SA Prefer Supt Avaya Aura TM R6 Analog 3YR An Prepd	Preferred	564	$0.24	6.50%	$ 0.22	$ 1,488.96
2916703	Upgrade Advantage Avaya Aura TM R6 Analog 3YR An Prepd	Preferred	564	$0.20	40.00%	$ 0.12	$ 812.16
2916703	SA Prefer Supt Avaya Aura TM R6 SE Survive Core 3Yr An Prepd	Preferred	500	$0.24	6.50%	$ 0.22	$ 1,320.00
2916703	Upgrade Advantage Avaya Aura TM R6 SE Survive Core 3YR An P	Preferred	500	$0.13	40.00%	$ 0.08	$ 480.00
2916703	Upgrade Advantage Aura R6 Foundation Suite 3YR An Prepd	Preferred	9017	$1.13	40.00%	$ 0.68	$ 73,578.72
2916703	SA Prefer Supt Aura R6 Foundation Suite 3YR An Prepd	Preferred	9017	$1.47	6.50%	$ 1.37	$ 149,239.48
2916703	SA Prefer Supt Aura Core Suite R6 3YR An Prepd	Preferred	1300	$2.19	6.50%	$ 2.04	$ 31,824.00
2916703	Upgrade Advantage Aura Core Suite R6 3YR An Prepd	Preferred	1300	$1.39	40.00%	$ 0.83	$ 12,948.00
2916703	SA Prefer Supt Avaya Aura TM MSG R6 1ST Mainstream 3YR An	Preferred	7043	$0.96	6.50%	$ 0.90	$ 76,064.40
2916703	Upgrade Advantage Avaya Aura TM Msg R6 1ST Mainstream 3 YR	Preferred	7043	$0.33	40.00%	$ 0.20	$ 16,903.20
2916703	SA Prefer Supt Call Center R6 Elite AGT 251+ 3YR An Prepd	Preferred	251	$5.29	6.50%	$ 4.95	$ 14,909.40
2916703	Upgrade Advantage Call Center R6 Elite AGT 251+ 3YR An Prepd	Preferred	251	$2.88	40.00%	$ 1.73	$ 5,210.76
2916703	SA Prefer Supt CMS R17 Agent 101-250 3YR An Prepd	Preferred	201	$1.91	6.50%	$ 1.79	$ 4,317.48
2916703	SA Prefer Supt CMS R17 Supervisor 3YR An Prepd	Preferred	27	$5.44	6.50%	$ 5.09	$ 1,649.16
2916703	Upgrade Advantage CMS R17 Agent 101-250 3YR An Prepd	Preferred	201	$2.88	40.00%	$ 1.73	$ 4,172.76
2916703	SA Prefer Supt Conferencing R8 Multimedia 3YR An Prepd	Preferred	200	$1.28	6.50%	$ 1.20	$ 2,880.00

2916703	Component Description	Preferred	Qty		Disc %		Unit		Discount
2916703	SA Prefer Supt One-X Agent R2 Agent 3YR An Prepd	Preferred	30	$2.88	6.50%	$	2.69	$	969.40
2916703	Upgrade Advantage One-X Agent R2 Agent 3YR An Prepd	Preferred	30	$2.25	40.00%	$	1.35	$	486.00
2916703	SA Prefer Supt SAL R15 Standalone Gateway Downloadable Track	Preferred	1	$0.00	6.50%	$	-	$	-
2916703	SA Prefer Supt SAL R15 Policy Server Downloadable Tracking	Preferred	6	$0.00	6.50%	$	-	$	-
2916703	SA Prefer Supt SAL R2 Standalone Gateway Downloadable Tracki	Preferred	5	$0.00	6.50%	$	-	$	-
2916703	SA Prefer Supt SAL R2 Standalone Gateway APP On VAPP Track	Preferred	1	$0.00	6.50%	$	-	$	-
2916703	SA Prefer Supt UCE R5 2+ AES R5 DMCC Basic /E	Preferred	100	$0.00	6.50%	$	-	$	-
2916703	Upgrade Advantage UCE R5 2+ AES R5 DMCC Basic /E	Preferred	100	$0.00	6.50%	$	-	$	-
2916703	SA Prefer Supt UCE R5 2+ AES R5 Proprietary TSAPI /E	Preferred	100	$0.00	6.50%	$	-	$	-
2916703	Upgrade Advantage UCE R5 2+ AES R5 Proprietary TSAPI /E	Preferred	100	$0.00	6.50%	$	-	$	-
2916703	SA Prefer Supt UCE R5 2+ One-X Mobile R1R5 Client /E	Preferred	100	$0.00	6.50%	$	-	$	-
2916703	SA Prefer Supt UCE R5 2+ One-X Communicator R5 /E	Preferred	100	$0.00	6.50%	$	-	$	-
2916703	SA Prefer Supt UCE R5 2+ One-X Portal R5 Standard /E	Preferred	100	$0.00	6.50%	$	-	$	-
2916703	SA Prefer Supt UCE R5 2+ AES R5 Unified Desktop /E	Preferred	100	$0.00	6.50%	$	-	$	-
2916703	SA Prefer Supt UCE R5 2+ EC500 R8 Single Mode /E	Preferred	100	$0.00	6.50%	$	-	$	-
2916703	Upgrade Advantage UCE R5 2+ One-X Mobile R1R5 Client /E	Preferred	100	$0.00	6.50%	$	-	$	-
2916703	Upgrade Advantage UCE R5 2+ One-X Communicator R5 /E	Preferred	100	$0.00	6.50%	$	-	$	-
2916703	Upgrade Advantage UCE R5 2+ One-X Portal R5 Standard /E	Preferred	100	$0.00	6.50%	$	-	$	-
2916703	Upgrade Advantage UCE R5 2+ AES R5 Unified Desktop /E	Preferred	100	$0.00	6.50%	$	-	$	-
2916703	Upgrade Advantage UCE R5 2+ EC500 R8 Single Mode /E	Preferred	100	$0.00	6.50%	$	-	$	-

5312237	3907 S Industrial	Coverage	Quantity	Monthly Unit List	Discount		Discounted Unit	Extended Annual Price	
5312237	MM711 Analog Media Module RHS	Full Coverage 8x5	1	$0.00	6.50%	$	-	$	-
5312237	MM716 Analog Media Module 24 FXS RHS	Full Coverage 8x5	6	$0.00	6.50%	$	-	$	-
5312237	G450 Chassis/Main Board 80 Channel DSP Daughterboard/1PSU	Full Coverage 8x5	1	$0.00	6.50%	$	-	$	-
5312237	G450 Power Supply Unit 400W AC	Full Coverage 8x5	1	$0.00	6.50%	$	-	$	-
5312237	MM710B E1T1 Media Module	Full Coverage 8x5	1	$0.00	6.50%	$	-	$	-
5312237	S8300D Server	Full Coverage 8x5	1	$0.00	6.50%	$	-	$	-
5312237	USB Modem USR5637-OEM 56K ROHS 6	Full Coverage 8x5	1	$0.00	6.50%	$	-	$	-
5312237	Switchroom Sneak Fuse RHS	Full Coverage 8x5	1	$0.00	6.50%	$	-	$	-
5312237	SA On-Site 8x5 Supt CM Medium Gateway 3YR An Prepd	Onsite 8x5	1	$76.00	6.50%	$	71.06	$	852.72
5312237	G450 Chassis/Main Board 80 Channel DSP Daughterboard/1PSU	Onsite 8x5	1	$0.00	6.50%	$	-	$	-
5312237	SA On-Site 8x5 Supt CM Small Server 3YR An Prepd	Onsite 8x5	1	$50.00	6.50%	$	46.50	$	558.00
5312237	S8300D Server	Onsite 8x5	1	$0.00	6.50%			$	-
5312237	Supt Adv Preferred Tracking Remote Site Aura TM R6	Preferred	1	$0.00	6.50%	$	-	$	-
5312237	Supt Adv Preferred Tracking Remote Site SLA R2	Preferred	1	$0.00	6.50%	$	-	$	-

Total Year 1			$	434,251.68

Summary

	Year 1	Year 2	Year 3
Annual Maintenance Pri	$ 434,251.68	$ 434,251.68	$ 434,251.68
**ConvergeOne Discou	$ (15,000.00)	$ (15,000.00)	$ (15,000.00)
Net Annual Price	$ 419,251.68	$ 419,251.68	$ 419,251.68

Avaya Support Advantage Preferred Services

1. **PURPOSE**

    The City of Austin Network Infrastructure Operations Division (CTM-NIO) desires to enter into a service agreement for software and hardware support services. The services in this contract will be utilized for the City of Austin Avaya Enterprise Telephony Network Infrastructure.

2. **BACKGROUND**

    CTM-NIO is responsible for providing enterprise telephony services to more than 30 departments on a 24 x7 basis. Such services include traditional telephony feature sets, voice mail, and audio conferencing as well as call center features.

3. **SCOPE OF WORK**

    The successful bidder will provide, but not be limited to the following types of services:

    a. Alarm monitoring and proactive issue resolution

    b. Network visibility

    c. Proactive alerting

    d. Global license portability

    e. Increased security and ease of managing authentication policies

    f. Advanced Parts Replacement

    g. Upgrade Advantage

    h. Quarterly Road mapping engagements

4. **DESCRIPTION OF SERVICES**

    a. Alarm monitoring and proactive issue resolution: Notify Avaya within 90 seconds of an alarm generated from the COA Avaya telephony systems and begin immediate problem diagnosis and resolution.

    b. Network visibility: Provide Client-controllable diagnostic tools which will allow for intelligent agents to collect data and detect potential problems within the COA Avaya telephony network

    c. Proactive Alert: Establish alerts within the diagnostic tools to generate alerts when LoS (Loss of Signal) from PSTN (Public Switched Telephone Networks) or COA IP Networks

    d. Global license portability: Provide automated process to move licenses within the COA telephony network.

    e. Increased security and ease of managing authentication policies: Provide technical expertise on the process to add remote access privileges to the COA telephony network utilizing our existing Avaya Secure Access Link Policy Server.

    f. Advanced Parts Replacement: Provide next business day parts replacement on equipment identified in our COA Asset List.

    g. Upgrade Advantage: Provide notifications of major software upgrades for the systems the COA has procured.

h. Quarterly Road mapping engagements: Engagements with the COA Technical teams to review Product Road Mapping and provide industry standards being practiced by customers with system implementations

5. QUALIFICATIONS AND EXPERIENCE
    a. The successful bidder will employee staff with the following certifications:

        i. Avaya Certified Implementation Specialist (ACIS)

        ii. Avaya Certified Solutions Specialist (ACSS)

        iii. Avaya Certified Solutions Expert

6. TIMELINE

Target completion dates are as follows:

   * Request for Quotes – October 17, 2016

   * Bid Responses – October 24, 2016

   * SMBR – October 28, 2016

   * Council Data – December 15, 2016

   * Contract Award – December 30, 2016

7. TERM

The term of this contract will be a 36-month contract with term dates of January 1 – December 31.

8. BUDGET

The City of Austin has budgeted an amount not to exceed $700,000 per year for Avaya Support Advantage Preferred Services.

STATE OF TEXAS
DEPARTMENT OF INFOR MATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

AVAYA, INC.

1.   **Introduction**

A. Parties
This Contract for Products and Related Services ("Contract") is entered into between the State of Texas ("State"), acting by and through the Department of Information Resources ("DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Avaya, Inc. ("Vendor"), with its principal place of business at 4655 Great America Parkway, Santa Clara, California 95054.

B. Compliance with Procurement Laws
This Contract is the result of compliance with applicable procurement laws of the State. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-209 on December 6, 2013, for Data Communication and Networking Equipment and Related Services. DIR subsequently issued a BAFO opportunity on June 5, 2014. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-209 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence
This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Avaya Customer Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-209, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-209, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2.   **Term of Contract**
The term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend the Contract, by amendment for up to two (2) optional one-year terms. Protracted contract negotiations may, in DIR's sole discretion, result in fewer optional renewal terms.

3. **Product and Service Offerings**

    A. **Products**

    Products available under this Contract are limited to Data Communications & Networking Equipment as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of the RFO and products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

    B. **Services**

    Services available under this Contract are limited to Data Communications & Networking services as specified in the RFO and Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. **Pricing**

    Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. **DIR Administrative Fee**

    A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (0.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

    B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.

6. **Notification**

    All notices under this Contract shall be sent to a party at the respective address indicated below.

    If sent to the State:
    Dana L. Collins, CTPM, CTCM
    Manager, Contract and Vendor Management
    Department of Information Resources
    300 W. 15th St., Suite 1300
    Austin, Texas 78701
    Phone: (512) 936-2233
    Facsimile: (512) 475-4759
    Email: dana.collins@dir.texas.gov

If sent to the Vendor:
Janet Worstell
Avaya, Inc.
4655 Great America Parkway
Santa Clara, California 95054
Phone: (513) 228-8701
Facsimile: (513) 228-8701
Email: jworstel@avaya.com

7. Software License Agreement and Customer Agreement

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

B. Customer Agreement

Customer Agreement provided under this Contract shall be in accordance with the Avaya Customer Agreement as set forth in Appendix D of this Contract. No changes to the Avaya Customer Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

C. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

8. Authorized Exceptions to Contract or any Appendices.

A. Appendix A, Section 5, Intellectual Property Matters is hereby deleted and replaced in its entirety as follows:

This contract does not contemplate, authorize or support acquisition of custom software products or services. If Vendor and Customer seek to contract for such product or service, they must use a separate contract or seek amendment with DIR of this contract.

If DIR and Vendor decide to authorize customized software or hardware products; then the parties will negotiate in good faith the intellectual property language contained in Appendix A.

(Remainder of page intentionally left blank)

This Contract is executed to be effective as of the date of last signature.

Avaya, Inc.

Authorized By: __Signature on File_____

Name: ___Carson Hostetter_____

Title: ___Area Sales Leader_____

Date: ____1/29/15_____

The State of Texas, acting by and through the Department of Information Resources

Authorized By: __Signature on File_____

Name: ___Dale Richardson_____

Title: ___Chief Operations Officer_____

Date: ____2/10/15_____

Office of General Counsel: __D.R. Brown 2/8/15_____

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B)   (1)   Not to engage in any discriminatory employment practice defined in this chapter.

      (2)   To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

      (3)   To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

      (4)   To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

      (5)   To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

      (6)   To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

      (7)   To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.
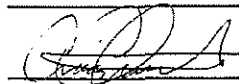
Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this ___26th___ day of ___January___, ___2017___

CONTRACTOR   ConvergeOne, Inc.

Authorized Signature _____
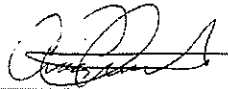
Title   Craig Chumley

Exhibit E

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of $25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: ConvergeOne, Inc.

Signature of Officer or
Authorized
Representative: Date: January 26, 2017

Printed Name: Craig Chumley

Title   Regional Vice President

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1	Name of business entity filing form, and the city, state and country of the business entity's place of business. ConvergeOne, Inc. Eagan, MN United States
2	Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Austin

Certificate Number:
2017-158837

Date Filed:
01/26/2017

Date Acknowledged:

3   Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA NC170000018
Communications and Data Solutions

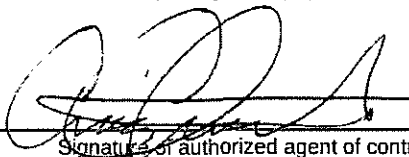| 4		Nature of interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary

5   Check only if there is NO Interested Party.   [X]

6   **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

SELINA J HELD
Notary Public
State of Minnesota
My Commission Expires
January 31, 2019
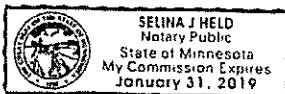
_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Craig Chumley _____, this the 26th ____ day of January ___,
20 17 ____, to certify which, witness my hand and seal of office.

_____	Selina J. Held	Paralegal/Contract Administrator
Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath