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OFFICE OF THE MAYOR

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November 3, 2020

City Auditor Megan N. Kilgore

Columbus City Auditor

90 W. Broad Street, Rm 109

Columbus, OH 43215

City Auditor Kilgore,

Columbus Public Health needs to execute a purchase order before legislation in order to comply with my request to partner with Converge One, Inc., to purchase license agreements for remote worker/telework solution services for contact tracing efforts. Funds will be coming from the ODH Contact Tracing Grant, string 50-5001-2250-000000-CW012-500112-HE23. The maximum award of the Converge One Inc. contract is \$382,200.00.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew J. Ginther".

Andrew J. Ginther

Mayor, City of Columbus

THE CITY OF  
**COLUMBUS**  
ANDREW J. GINTHER, MAYOR

**MODIFICATION #1  
OF  
CONTRACT NO. PO244953**

The Modification of Contract No. PO2449453 made and entered into on July 27, 2020 by and between the City of Columbus, Department of Technology (hereinafter referred to as the BOARD) and ConvergeOne, Inc., (hereinafter referred to as the CONTRACTOR), is made and entered into on July 27, 2020, pursuant to Ordinance No. 1732-2020 authorized by Columbus City Council July 27, 2020.

WITNESSETH:

WHEREAS, the BOARD has a need to revise by increasing the maximum obligation and revising the Pricing and Scope of Services, for ConvergeOne, Inc.; and

NOW, THEREFORE, the parties to this Agreement hereto mutually agree that ARTICLE II, Maximum Obligation, and ARTICLE III. Pricing and Scope of Services is hereby amended as follows:

**ARTICLE II. Maximum Obligation**

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed \$1,356,344.02 unless additional funds are appropriated and authorized. As a result of this action the Contract is increased by \$382,200.00.

**ARTICLE III. Pricing and Scope of Services**

\*See Attached Revised Scope of Services

All other provisions of Contract No. PO244953 between the parties remain in effect except as necessarily modified by this Contract.

CONTRACTOR

By: Gerry Pearce  
Gerry Pearce  
Regional Vice President  
11/05/2020

THE COLUMBUS BOARD OF HEALTH

By: Mysheika W. Roberts  
Mysheika W. Roberts, M.D., M.P.H.  
Health Commissioner

By: Kimberly Clup Decker  
Board of Health

Federal I.D. No. 41-1763228

DUNS#: 82-541-0319

## Solution Summary

### Genesys Cloud: 175 Agents

<p><b>Customer:</b> City of Columbus, Ohio <b>Ship To</b> 1111 East Broad St. <b>Address:</b> Columbus OH 43205</p> <p><b>Bill To Address:</b> Dept of Technology, Fiscal Section PO Box 2949 Attn: Accounts Receivable Columbus, OH 43216-2949</p> <p><b>Customer ID:</b> CITCOL0004 <b>Customer PO:</b></p>	<p><b>Primary Contact:</b> Brett Slater <b>Email:</b> BtSlater@columbus.gov <b>Phone:</b> (614) 645-5761</p> <p><b>National Account Manager:</b> Julie Wilson <b>Email:</b> JWilson@convergeone.com <b>Phone:</b> +13178766423</p>
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Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$352,800.00		Annual		\$352,800.00
Maintenance					
CIE Maintenance	\$29,400.00		Annual		\$29,400.00
<b>Project Subtotal</b>					<b>\$382,200.00</b>
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
<b>Project Total</b>	<b>\$147,550.00</b>				<b>\$382,200.00</b>

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/>. If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

This Order is a configured order and/or contains software.

Please note:

- Subscription per seat rates are locked in for the term of the agreement
- Professional Services will be coverage under the original Genesys Cloud 126 contract
- Upon the end of the 12 month term ConvergeOne will remove the 175 agents. If City of Columbus decides to continue with any of the 175 agents this needs to be addressed prior to the end of the 12 month term

ACCEPTED BY:

BUYER: *Murphy* DATE: 11/3/2020 SELLER: *Greg Pewco* DATE: 11/05/2020  
TITLE: *Health Commissioner* TITLE: Regional Vice President

**Solution Quote**

Description	Term	Qty	Unit Price	Estimated Price
Software GenesysCloud 3 User	12	175	\$168.00	\$352,800.00

## Summary Maintenance Services Order Form

<b>Customer:</b> City of Columbus, Ohio	<b>Quote #:</b> SO-000622704
<b>Bill To Address:</b> Dept of Technology, Fiscal Section PO Box 2949 Attn: Accounts Receivable Columbus, OH 43216-2949	<b>Quote Date:</b> 10/23/2020 <b>Quote Valid Until:</b> 11/22/2020
<b>Customer ID:</b> CITCOL0004	<b>Master Maintenance Agreement #:</b>
<b>Contact:</b> Brett Slater	<b>Region:</b> Central
<b>Contact Phone:</b> (614) 645-5761	<b>Customer PO:</b>
<b>National Account Manager:</b> Julie Wilson	
<b>Email:</b> JWilson@convergeone.com	

Supported Sites Address, City, State, Zip	Sold To	Total Annual Price
1111 E Broad Street, 3rd Floor, , Columbus, OH, 43205		\$29,400.00

The term of this contract is for 12 months.	<b>Total Annual Payment</b>	
	<b>Total Value for this MSO</b>	\$29,400.00

For the purchase of Maintenance Services, C1 will determine the start date for the Maintenance Services upon C1's acceptance of the applicable Order.

The pricing on this Order is based on the port and item counts provided to C1. If the actual quantities of ports that are maintained at the Inception of this Order vary by more than five percent (5%) from the port count that had been provided to C1, and/or there is a discovery of additional items, C1 reserves the right to adjust the pricing for this Order to reflect the actual quantities being maintained.

In some cases, the Maintenance Services ordered hereunder (and the associated billing) may commence during the applicable Product warranty period. C1, at its discretion, may perform a true-up on a quarterly basis to reconcile future billing on any items that have been added (activated) or removed (deactivated) during the previous period.

## Supported Site Details Appendix

<b>Customer</b>	City of Columbus, Ohio	<b>Quote #</b>	SO-000622704
<b>Customer ID</b>	CITCOL0004	<b>Quote Date</b>	10/23/2020

This Supported Site Details Appendix provides an itemized list of the Products and Price for each Supported Site included in the Summary Maintenance Services Order Form. Each Supported Site detail below is considered a separate Order Form under the Agreement.

Site Detail						
Address, City, State, Zip		Sold To		Address Code		Total Annual Price
1111 E Broad Street, 3rd Floor, , Columbus, OH, 43205				SHIP5		\$29,400.00
Qty	Product #	Description	Coverage	Annual Unit Price	Total Annual Price	
1	MTC-C1 MAINT ININ	ConvergeOne Maintenance		\$29,400.00	\$29,400.00	
<b>Total Annual Price</b>					<b>\$29,400.00</b>	
<b>Total Value for Site</b>					<b>\$29,400.00</b>	