

**PUR-1529  
Pure Storage Array**

***PUR-1529 Pure Storage Array Awarded to GHA Technologies, Inc.***				CovergeOne, Inc. Bloomington, MN		GHA Technologies, Inc. Scottsdale, AZ	
Item	Description	Unit of Measure	Qty	Unit Price	Total Price	Unit Price	Total Price
1	Pure Storage Flash Array FA-X20R3-FC-44TB-22/22-EMEZZ	Each	1	\$129,447.10	\$129,447.10	\$90,071.20	\$90,071.20
2	Pure Storage Gold Evergreen Sub FA-X20R3-44TB-1MOPRMGOLD	Each	36	\$1,890.91	\$68,072.76 *	\$1,558.73	\$56,114.28
3	Pure Storage Installation Flash Array //X//C Install Service	Each	1	\$7,096.77	\$7,096.77	\$3,936.84	\$3,936.84
<b>TOTAL LUMP SUM (Items 1 thru 3)</b>				\$204,616.63 *		\$150,122.32	

*\*Corrected calculations based on unit pricing*

**Remarks/Exceptions**

**CoverageOne, Inc.**

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS / General Conditons of Bidding / Item No. 10. General Guaranty: a., b. c.**

CoverageOne, Inc. cannot agree to provide the guarantees (warranties) referenced in Section 10, subparagraphs a., b. and c. We will agree to indemnify the County as outlined below should a claim arise related to subparagraphs a. and c. However, as a reseller of third party products, ConvergeOne does not offer any warranties relating to latent defects of manufacturers products. The manufacturer's product warranty for the applicable product would control in that regard.

**INDEMNIFICATION OBLIGATIONS.**

(a) **General Indemnification.** Each Party, at its own expense, agrees to defend, indemnify, and hold harmless the other Party, and their respective officers, directors, employees, and agents (individually and collectively, an "Indemnified Party") from and against all liabilities, damages, costs, fees, and expenses (including, but not limited to, reasonable attorneys' fees) arising from suits, claims, actions, or proceedings brought by (or on behalf of) any person or entity on account of injury or damage proximately caused by the other Party in the course of performing its obligations under this Agreement (or in breach thereof). This obligation is conditioned on the Indemnified Party promptly notifying the other Party of any such suit, claim, action, or proceeding. the Indemnified Party acknowledges that the other Party shall have the right to control the defense and all negotiations for its settlement or compromise; provided, however, that the other party shall not enter into any settlement that binds the Indemnified Party in any way without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, delayed, and/or conditioned.

(b) **Intellectual Property Infringement Indemnification.** With respect to each Product that ConvergeOne provides to the County hereunder, ConvergeOne will provide to the County an intellectual property infringement indemnity to the extent, and only to the extent, that ConvergeOne receives an intellectual property infringement indemnity from the respective manufacturer for such product. The terms and provisions of each intellectual property infringement indemnity that apply to the respective Products that ConvergeOne provides to the County hereunder are available at <https://www.convergeone.com/support/intellectual-property-infringement>. Because ConvergeOne is not the manufacturer of any of the Products, ConvergeOne provides no indemnity with respect to any claim that arises from a combination of (i) a Product manufactured by one (1) manufacturer with a Product manufactured by a different manufacturer; or (ii) a Product that ConvergeOne provides to the County with any product that ConvergeOne has not provided to the County. Notwithstanding the preceding sentence, however, with respect to each individual Product involved in the aforementioned combinations, ConvergeOne will still provide the County the intellectual property infringement indemnity to the extent, and only to the extent, that ConvergeOne receives an intellectual property infringement indemnity from the respective manufacturer for each Product.

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS / Contract Provisions / Item No. 4. Guarantee:** ConvergeOne takes exception to the terms of Section 4. Products are warranted to end users as stated in the applicable manufacturer's product warranty, and the duration of each product warranty may vary by manufacturer and by product. The provision of ConvergeOne's professional services are warranted for thirty (30) days following project completion and acceptance by County. ConvergeOne warrants that its services will be performed in a good and workmanlike manner by qualified personnel and will substantially conform to the terms and provisions of the applicable statement of work at the time of performance.

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS / Delivery Provisions / Item 2. Delivery Failures:** ConvergeOne takes exception to the requirements of Section 2. Product delivery will be determined when an order is placed based upon the availability of such Products by the manufacturer. With the recent shortage in the availability of microchips worldwide, it is possible that anticipated delivery dates may be delayed. ConvergeOne works with its partners (manufacturers) to establish expected delivery dates and notifies the County accordingly. However, ConvergeOne will not agree that the County's Director of Purchasing can unilaterally determine that a delivery is late and allow the County to make an open market purchase on their own, and pass all such incurred costs and expenses back to ConvergeOne. ConvergeOne will not agree to such a cost of cover requirement.

**SUPPLEMENTAL TERMS AND CONDITIONS / Item 15. Liquidated Damages:** Exception with Clarification. While ConvergeOne believes that it can comply with the requirement to complete the project within 45 calendar days of award, the current chip shortage that is affecting product availability precludes it from agreeing to this liquidated damages requirement at this time.

**SUPPLEMENTAL TERMS AND CONDITIONS / Item 21. Bidder's Qualifications:** Exception with Clarification. ConvergeOne has many references for similar deployment types and sizes; however, given the nature of delivering customized solutions, many clients do not permit us to share confidential data in RFP responses. In many instances, we are bound by contractual obligations to not share client information. We understand your need for reference information, and we are willing to provide additional detail when we have been selected to present our solution to the County.

**SUPPLEMENTAL TERMS AND CONDITIONS / Item 27. Warranty:** Exception with Clarification. Warranty start dates are determined by the product manufacturer. Pure Storage warranties start on the date of shipment from Pure. Please see Section 5, Warranty and Disclaimer, of Attachment B, Pure Storage End User Agreement, for additional information.